



Crown
Commercial
Service



Government
Communication
Service

Call-Off Contract
Letter of Appointment
Call-Off Schedules
Joint Schedules

V4.0 January 2023

Campaign Solutions 2

Reference Number

RM6125

NHS ref [REDACTED] (external client)

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Introduction to Terms and Conditions

The Terms and Condition of the Campaign Solutions 2 framework agreement are provided in two legally binding contracts:

- Framework Contract - this will be the overarching contract between CCS and the individual agencies successfully awarded a place on the Campaign Solutions 2 Framework Agreement.
- Call-Off Contract - this provides the terms and conditions of the contract for clients appointing an agency through the framework agreement.

Core Terms

These are the main legal terms which apply to both the Framework Contract and the Call-Off contract. The Core Terms govern the agency's relationship with CCS at framework level and with each client at call-off level.

The Core Terms are supplemented with a number of Schedules, comprising:

- Framework schedules
- Joint schedules (for framework and call-off)
- Call-off schedules

The Framework Contract

This comprises:

- The Specification which sets out the range of campaign services to be provided through the Framework Agreement (Framework Schedule 1)
- The process clients must follow to appoint an agency (Framework Schedule 7 - Call-Off Award Procedure)
- The tender and rates submitted by the Agency in this tender process
- The Core Terms and Joint Schedules of the contract which apply to both the Framework and the Call-Off Contract as above
- Specific Framework Schedules relating to the framework contract between CCS and the Agency

The Call-Off Contract

Please note the Call-Off Contract should be read in conjunction with the Framework Contract. It is governed by the Core Terms as above and comprises:

- Joint Schedules as in the Framework Contract

- The Letter of Appointment template which is used to form the contract between the Client and the Agency and incorporates Joint and Call-Off Schedules plus any special terms (Framework Schedule 6)
- Specific Call-Off Schedules relating to the contract between the Client and the Agency

The process

To appoint an agency through the framework, clients will follow the process outlined in the Schedule 7 of the Framework Contract.

The Client will then use the Letter of Appointment template and incorporate the Joint and Call-Off Schedules in Framework Schedule 6 to form the Call-Off contract with the Agency.

Clients will complete the Call-Off schedules to suit their individual brief and can omit Call-Off Schedules which are not relevant to the contract. The optional schedules are highlighted in yellow and can be amended by the client to suit the requirement.

There are optional Call-Off terms which will only apply to certain clients (MOD and HMRC) and clients subject to Scottish or Northern Ireland laws. These are available as separate documents and do not need to form part of the Call-Off Contract unless required, if they form part of the Call Off Contract they will be legally binding.

The contracts follow the Public Sector Contract which presents the terms and schedules in a modular format. We have brought elements together into single documents but have retained the numbering of the individual terms and schedules for wider consistency. This means the clause numbering is not consecutive.

Letter of Appointment Template and Call-Off Schedules (Framework Schedule 6)

Letter of Appointment

The Agency is one of a number of agencies appointed by the Crown Commercial Service (CCS) to the Framework Agreement and is therefore able to enter into this Call-Off Contract.

This Letter of Appointment is issued in accordance with the provisions of the Framework Contract RM6125 between CCS and the Agency, 16/04/2021.

Capitalised terms and expressions used in this letter have the same meanings as in the Call-Off Incorporated Terms unless the context otherwise requires.

Bespoke briefing templates for Lots 3 and 4 are available upon request from these agencies.

CALL-OFF LOT(S):

Order Number:	W165370
From:	The NHS Business Services Authority
To:	Getty Images

Call-Off Start Date:	29/04/2025
Call-Off Expiry Date:	28/04/2029
Call-Off Initial Period:	4 Years
Call-Off Optional Extension Period:	N/A

Deliverables required:	<p>The Core Service Deliverables:</p> <ul style="list-style-type: none">• 1,000 Assets for the Client to use per 12 months.• The Client has access to all content with the PA Signature collection
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	<ul style="list-style-type: none"> • The Client has basic rights from Getty and the content can be stored for the Client use • The Client has access to all of the Agency's royalty free content. • There are no restrictions and the content can be stored for the Client to use. • Full information on deliverables is set out in Call-Off Schedule 20 <p>Additional Service Deliverables which may be requested through the Term as a Variation are set out within Call-Off Schedule 20</p>
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Key Staff:	For the Client: <div></div> For the Agency: <div></div>
Guarantor(s)	N/A

Call-Off Contract Charges (including any applicable discount(s), but excluding VAT):	<div></div>
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: <div></div>
Additional Insurance Requirements	N/A
Client billing address for invoicing:	Accounts Team <div></div>

Special Terms	<p>Special IPR term for inclusion in Lot 4 contracts with Getty Images only. Please omit for other Lots</p> <p>The Client agrees that subject to anything to the contrary in the Agency's Proposal, the Agency's operational IPR licensing provisions in the terms at the URL https://www.gettyimages.co.uk/eula and any of its other standard operational IPR licensing provisions ("the Agency Provisions") shall take precedence over any conflicting positions stated in clause 9 of the Core Terms. In respect of Clause 9.8 of the Core Terms the Client confirms that it will be liable for IPR claims arising out of IPR it provides to the Agency, but this Special Term does not vary any other Call-Off Contract provisions on Client liabilities. For the avoidance of doubt, any other conflicts with clauses outside of Clause 9 of the Core Terms should be addressed through variation.</p> <p>Where the Agency Provisions do not conflict with Call-Off Contract terms the Client agrees to be bound by the Agency Provisions as they apply to IPR supplied by the Agency to the Client under the Call-Off Contract."</p>
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PROGRESS REPORT FREQUENCY

As requested by the Client.

PROGRESS MEETING FREQUENCY

As requested by the Client.

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Proposal)

SERVICE CREDIT CAP

N/A

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Call-Off Special Terms and Call-Off Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6125*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6125*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Joint Schedule 6 (Key Subcontractors)*
 - *Joint Schedule 7 (Financial Difficulties)*
 - ~~*Joint Schedule 8 (Guarantee)*~~ NOT USED
 - *Joint Schedule 10 (Rectification Plan)*
 - *Joint Schedule 11 (Processing Data)*
 - *Call-Off Schedules for RM6125*
 - *Call-Off Schedule 1 (Transparency Reports)*
 - *Call-Off Schedule 2 (Staff Transfer)*
 - *Call-Off Schedule 3 (Continuous Improvement)*

- *Call-Off Schedule 5 (Pricing Details)*
- *Call Off Schedule 6 (ICT Services)*
- *Call-Off Schedule 7 (Key Supplier Staff)*
- ~~*Call-Off Schedule 8 (Business Continuity and Disaster Recovery)*~~ NOT USED
- *Call-Off Schedule 9 (Security)*
- *Call-Off Schedule 10 (Exit Management)*
- ~~*Call-Off Schedule 13 (Implementation Plan and Testing)*~~ NOT USED
- ~~*Call-Off Schedule 14 (Service Levels)*~~ NOT USED
- ~~*Call-Off Schedule 15 (Call-Off Contract Management)*~~ NOT USED
- ~~*Call-Off Schedule 16 (Benchmarking)*~~ NOT USED
- ~~*Call-Off Schedule 17 (MOD Terms)*~~ NOT USED
- ~~*Call-Off Schedule 18 (Background Checks)*~~ NOT USED
- ~~*Call-Off Schedule 19 (Scottish Law)*~~ NOT USED
- ~~*Call-Off Schedule 20 (Call-Off Specification)*~~ NOT USED
- ~~*Call-off Schedule 21 (Northern Ireland Law)*~~ NOT USED
- ~~*Call-Off Schedule 23 (HMRC)*~~ NOT USED

4. CCS Core Terms

5. Joint Schedule 5 (Corporate Social Responsibility) RM6125

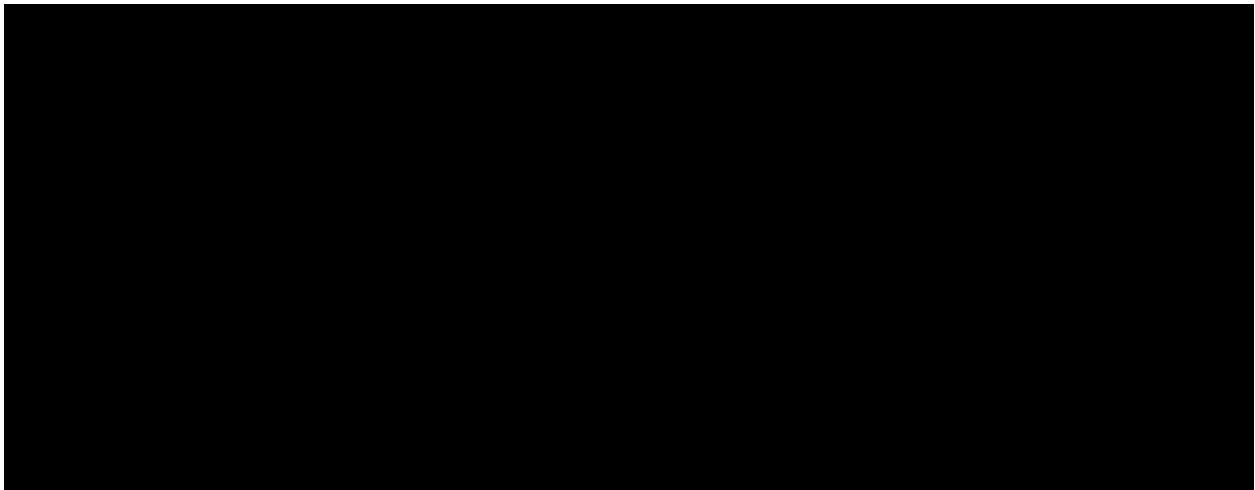
6. Call-Off Schedule 4 (Proposal) as long as any parts of the Call-Off Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Call-Off Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Deliverables.

FORMATION OF CALL-OFF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into a Call-Off Contract with the Client to provide the Deliverables in accordance with the terms of this letter and the Call-Off Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Call-Off Incorporated Terms. The Parties hereby acknowledge and agree that this Call-Off Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.



ANNEX A

Agency Proposal

N/A

Annex B

Statement of Work (Not Used)

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Agency recognises that the Client is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Agency shall comply with the provisions of this Schedule in order to assist the Client with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Agency's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Agency shall submit to the Client for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Client rejects any proposed Transparency Report submitted by the Agency, the Agency shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Client. If the Parties fail to agree on a draft Transparency Report the Client shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Agency shall provide accurate and up-to-date versions of each Transparency Report to the Client at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	TBA	TBA	TBA
Order Contract Charge	TBA	TBA	TBA
Key Subcontractors	TBA	TBA	TBA
Technical	TBA	TBA	TBA
Performance management	TBA	TBA	TBA

The Client will agree with the Agency the Transparency Reports required through the Term which may incorporate information from the areas set out in the table above. Please note, the above is not an exhaustive list

Call-Off Schedule 2 (Staff Transfer) Not Used

**Call-Off Schedule 3 (Continuous Improvement)(Not Used)Call-Off Schedule 4
(Proposal) (Not Used)**

Call-Off Schedule 5 (Pricing Details)

Pricing for the Core Service Deliverables

Description Of Deliverables	Year 1	Year 2	Year 3	Year 4	Total Contract Charges
1,000 Royalty Free Assets					

1. **Introduction**

2. **Background**

3. **Methodology**

4. **Results**

5. **Discussion**

6. **Conclusion**

7. **References**

8. **Appendix**

9. **Index**

10. **Table of Contents**

11. **Abstract**

12. **Summary**

13. **Key Words**

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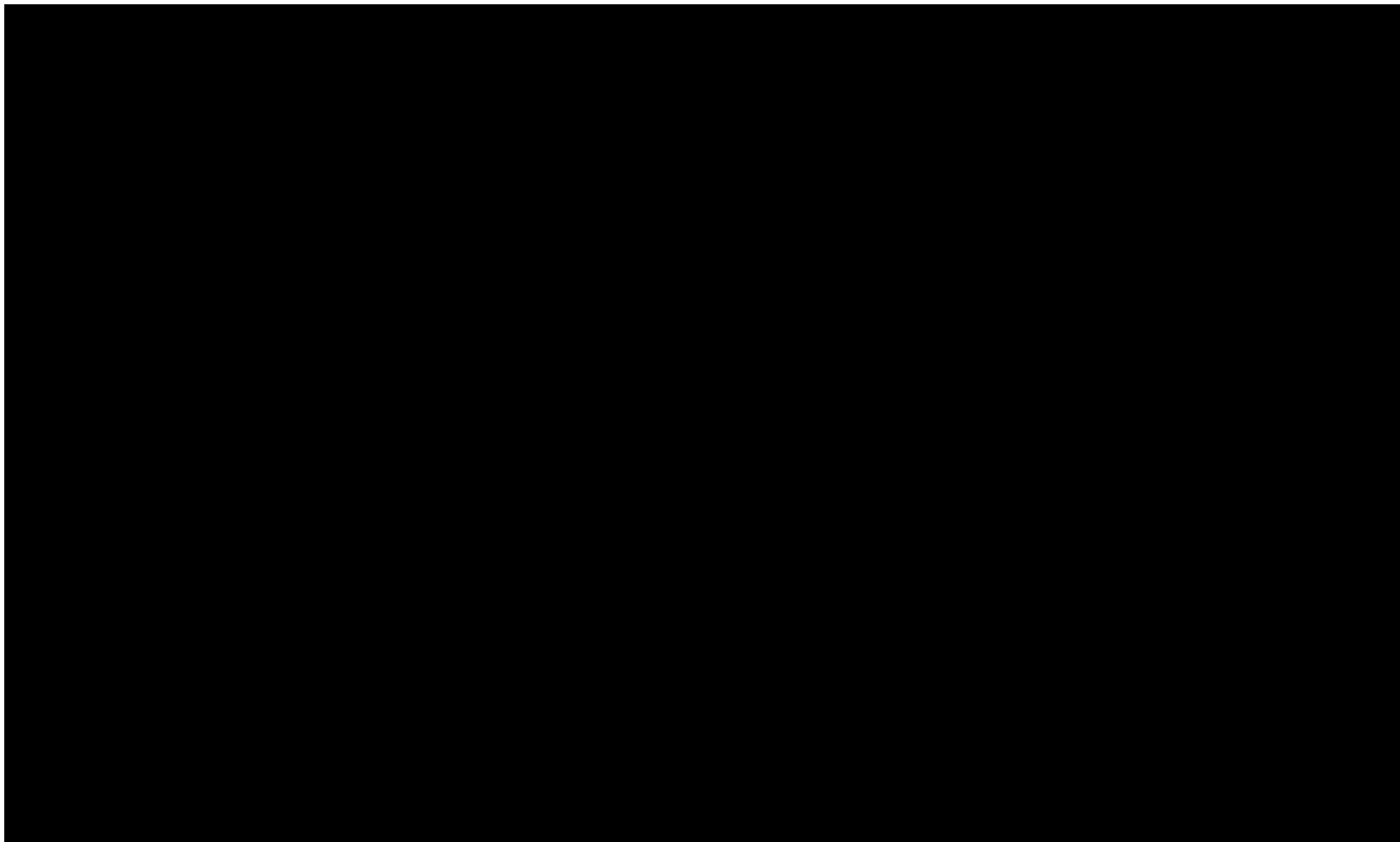
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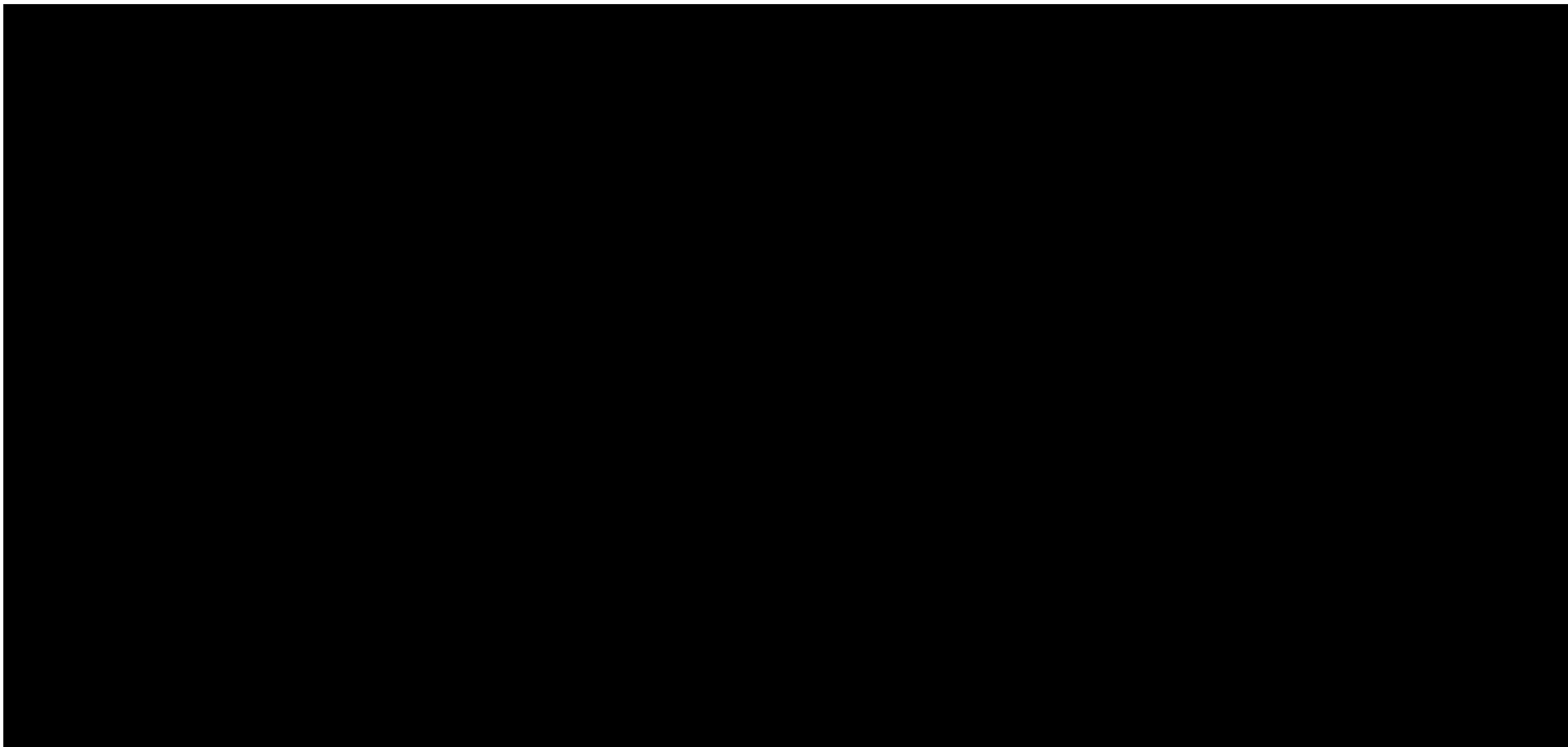
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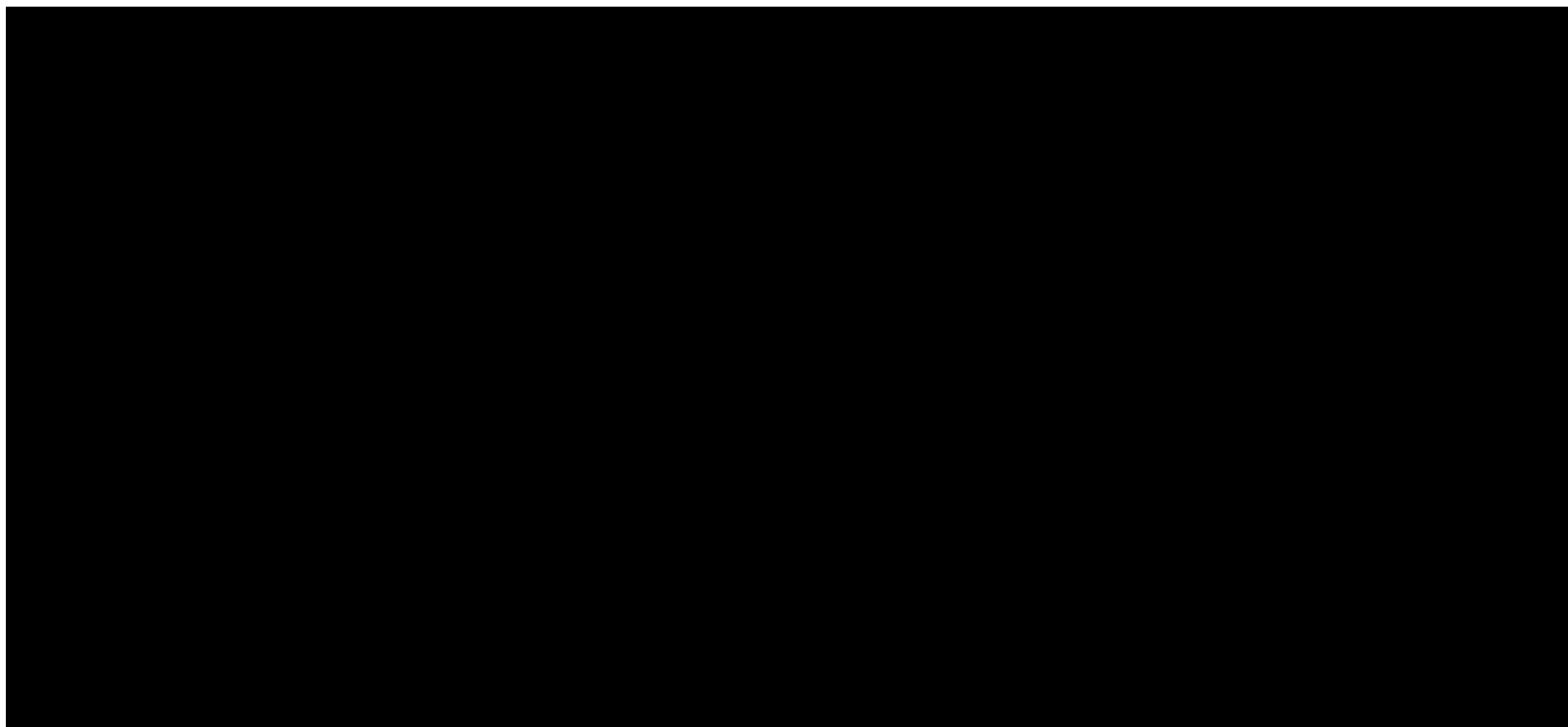
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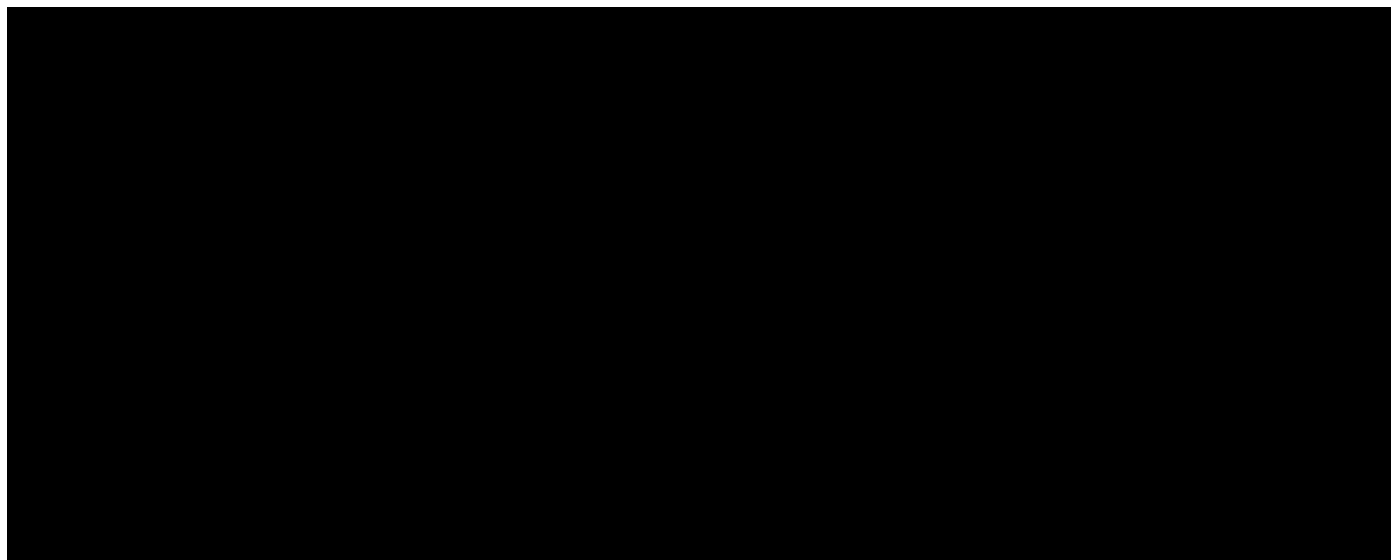
278. **Keywords**

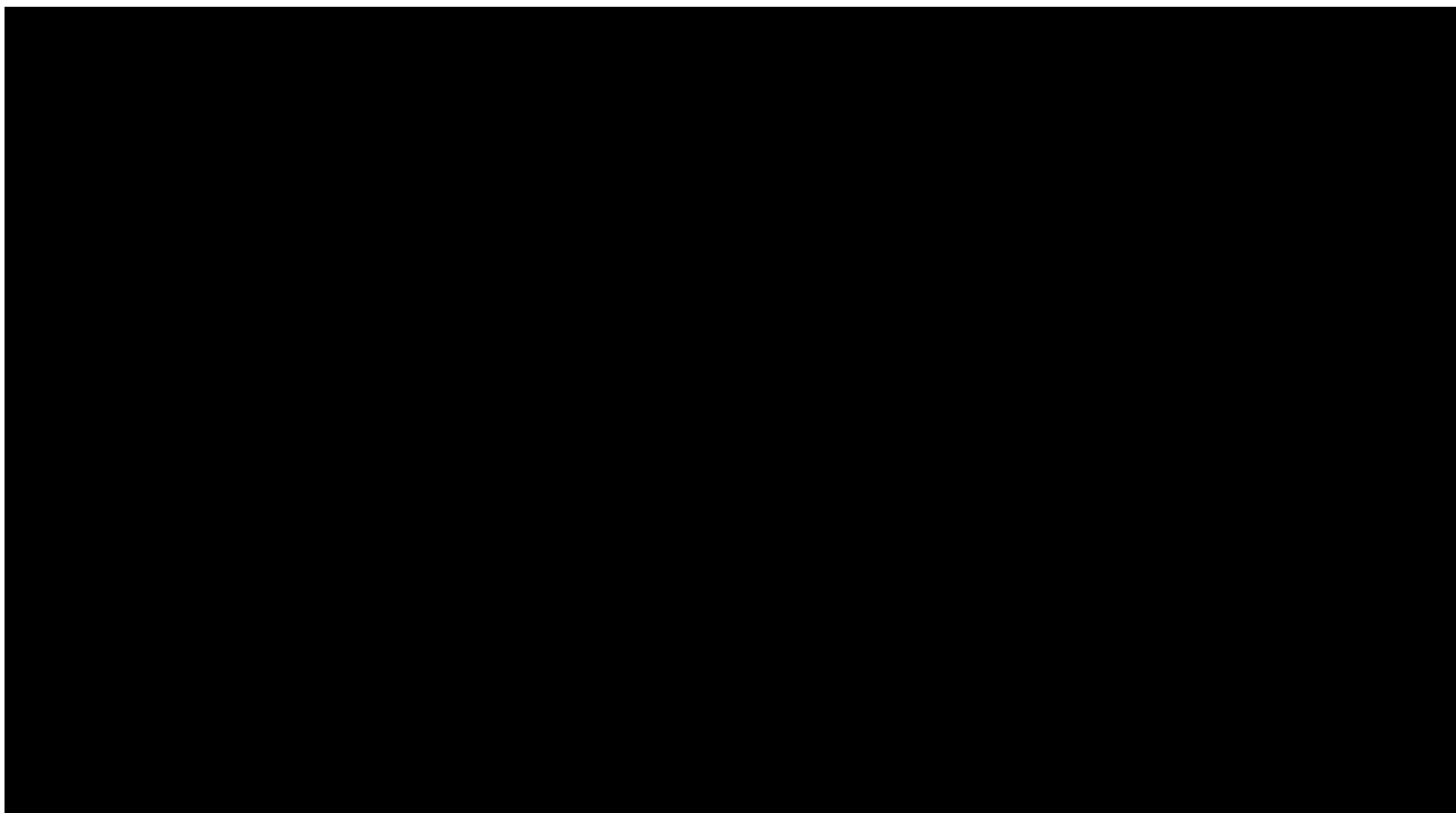
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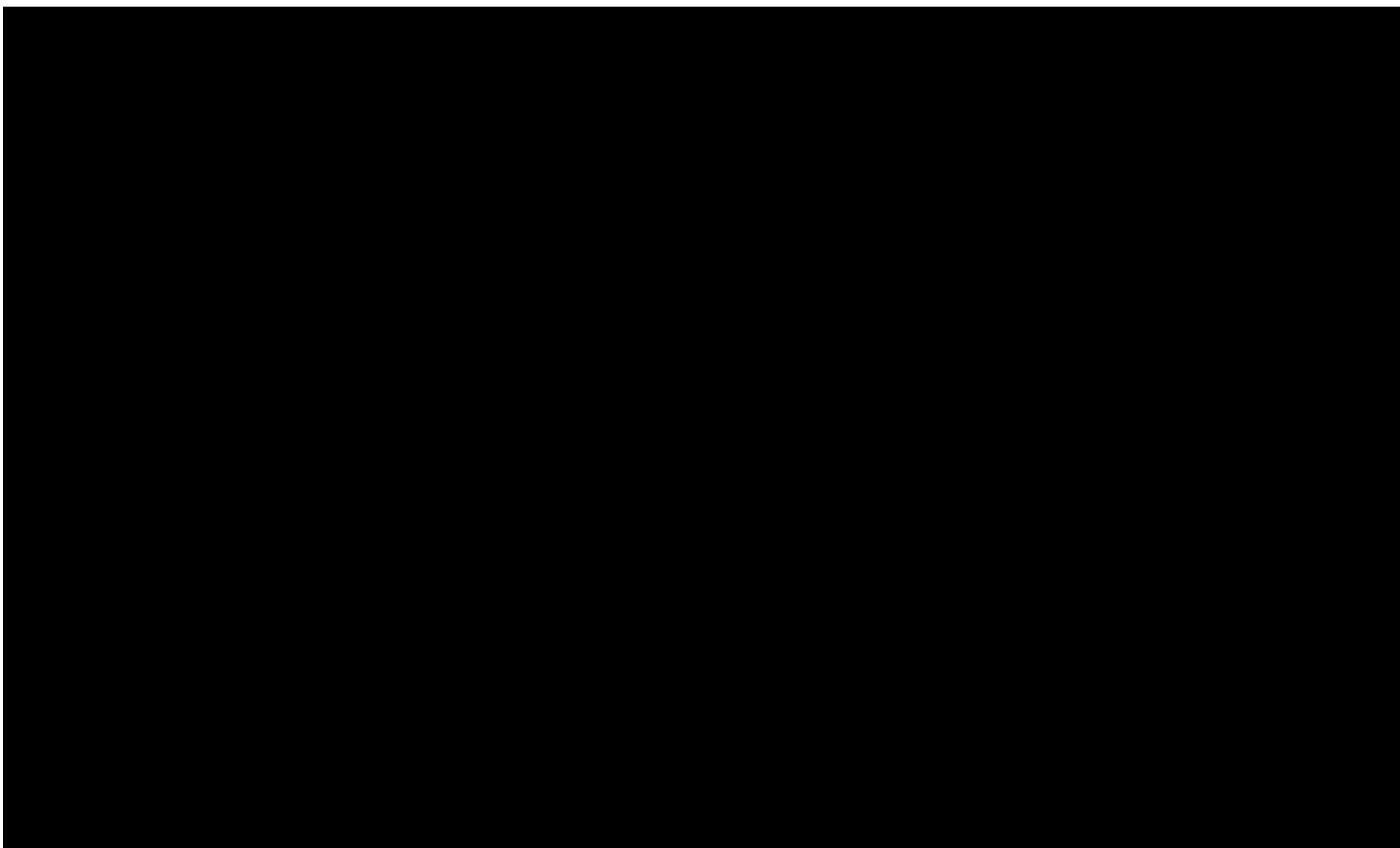


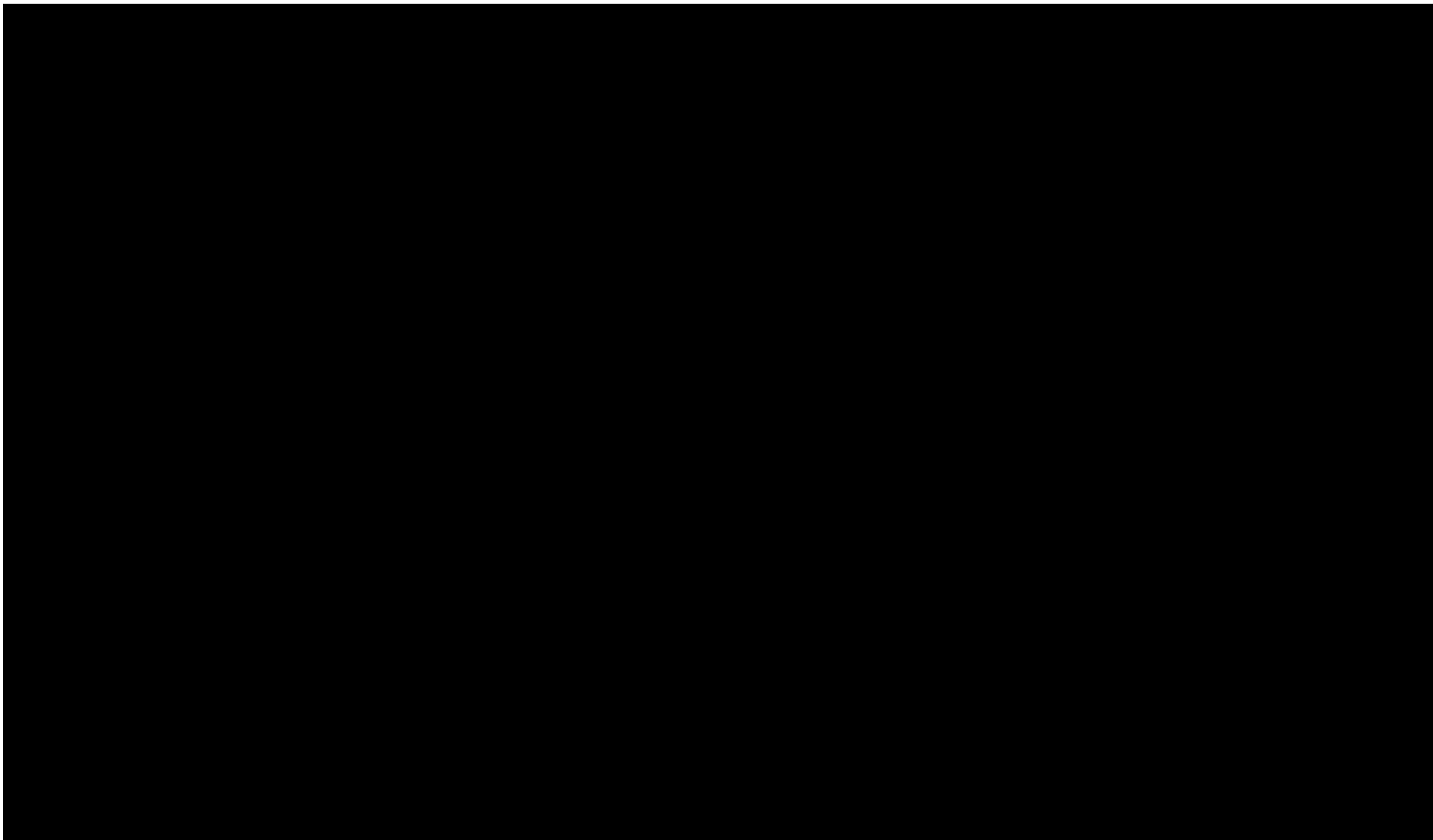


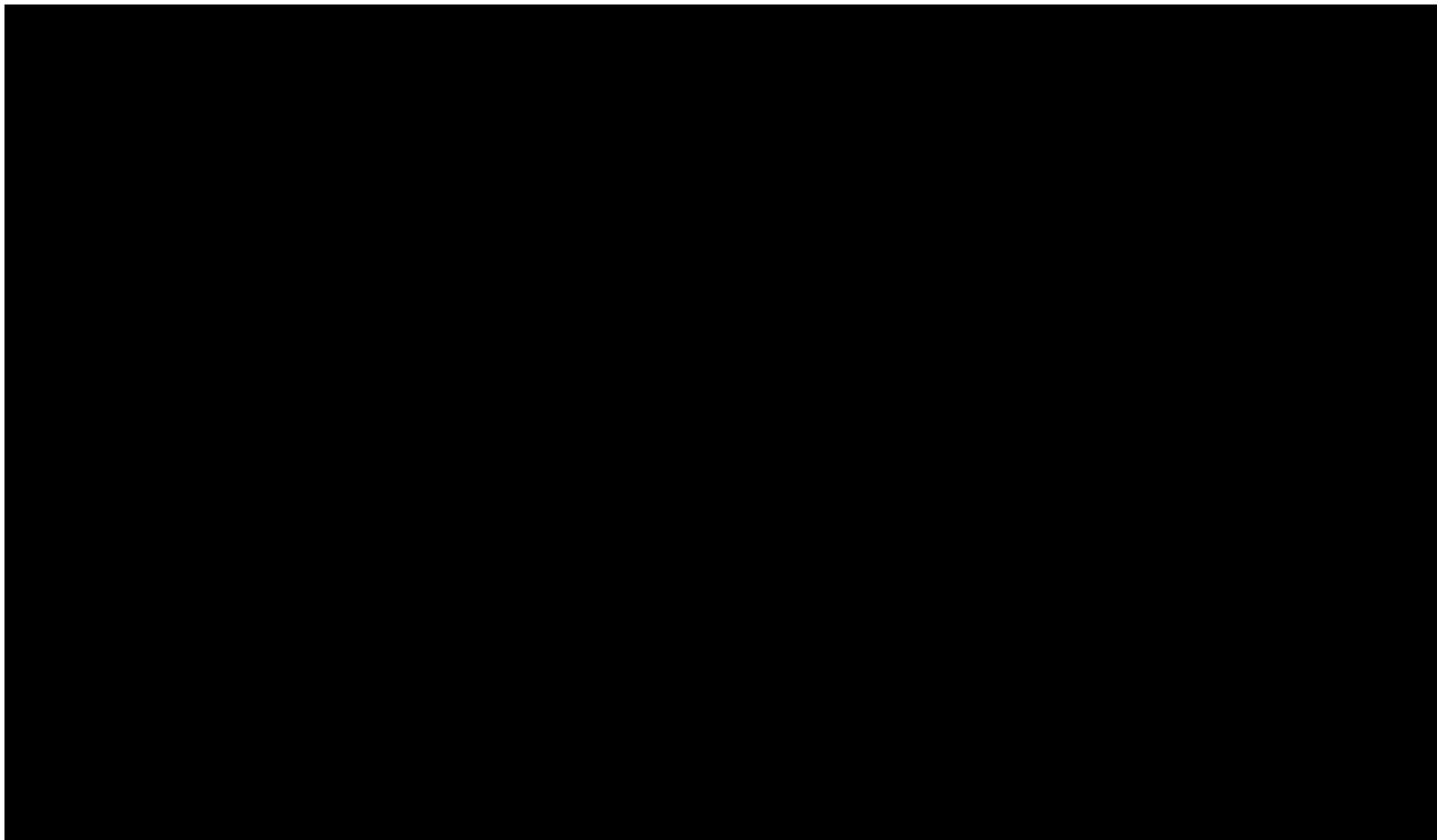


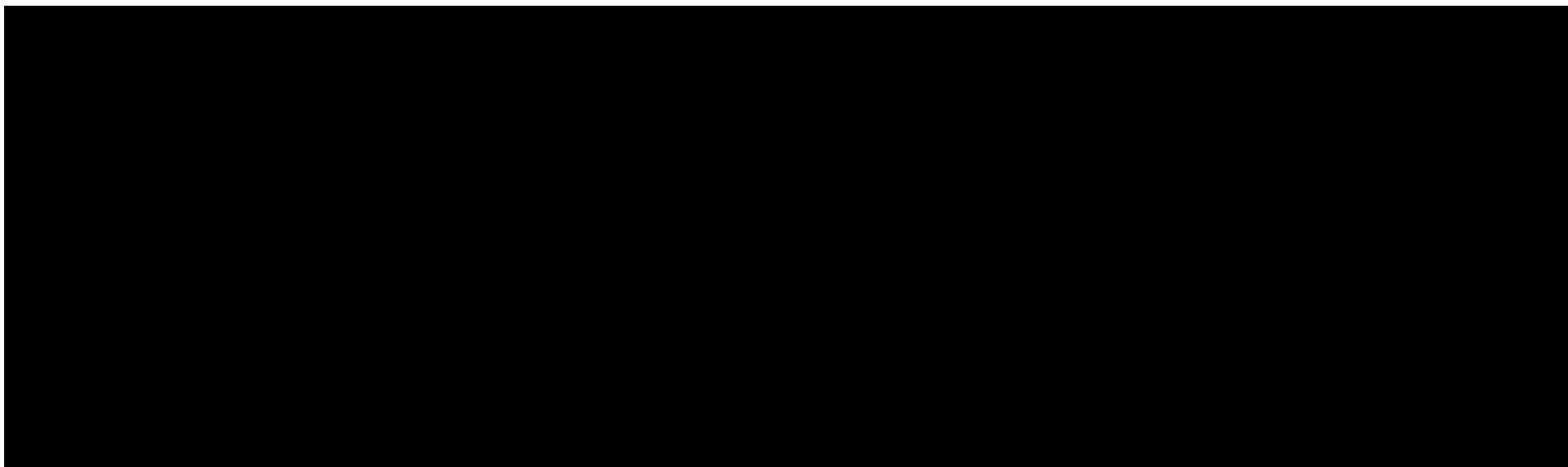












Call-Off Schedule 6 (ICT Services)

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Agency System"	the information and communications technology system used by the Agency in supplying the Deliverables, including the COTS Software, the Agency Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Client System);
"Client Property"	the property, other than real property and IPR, including the Client System, any equipment issued or made available to the Agency by the Client in connection with this Contract;
"Client Software"	any software which is owned by or licensed to the Client and which is or will be used by the Agency for the purposes of providing the Deliverables;
"Client System"	the Client's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Client or the Agency in connection with this Contract which is owned by or licensed to the Client by a third party and which interfaces with the Agency System or which is necessary for the Client to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	Non-customised software where the IPR may be owned and licensed either by the Agency or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Defect"	any of the following: error, damage or defect in the manufacturing of a Deliverable; or error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

	<p>failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</p> <p>failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Client or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</p>
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Agency where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Client System and the Agency System;
"Licensed Software"	all and any Software licensed by or through the Agency, its Sub-Contractors or any third party to the Client for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any

	Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Client System and any premises (including the Client Premises, the Agency's premises or third party premises) from, to or at which: Deliverables are (or are to be) provided; or Agency manages, organises or otherwise directs the provision or the use of the Deliverables; or any part of the Agency System is situated;
"Permitted Maintenance"	has the meaning given to it in paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Client System takes place;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical

information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

"Specially Written Software"

any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Agency (or by a Sub-Contractor or other third party on behalf of the Agency) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

2. When this Schedule should be used

2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Client due diligence requirements

3.1. The Agency shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2. operating processes and procedures and the working methods of the Buyer;
- 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Clients Assets; and
- 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Agency under this Contract and/or which the Agency will require the benefit of for the provision of the Deliverables.

3.2. The Agency confirms that it has advised the Client in writing of:

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

4. Licensed software warranty

4.1. The Agency represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Agency (and/or any Sub-Contractor) to the Client which are necessary for the performance of the Agency's obligations under this Contract including the receipt of the Deliverables by the Client;
- 4.1.2. all components of the Specially Written Software shall:
 - 4.1.2.1. be free from material design and programming errors;
 - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
 - 4.1.2.3. not infringe any IPR.

5. Provision of ICT Services

5.1. The Agency shall:

- 5.1.1. ensure that the release of any new COTS Software in which the Agency owns the IPR, or upgrade to any Software in which the Agency owns the IPR complies with the interface requirements of the Client and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Client three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Agency are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Agency System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Client Software, Client System, or otherwise used by the Agency in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

6. Standards and Quality Requirements

- 6.1. The Agency shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Agency shall seek Approval from the Client (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Agency of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

- 6.3. Following the approval of the Quality Plans, the Agency shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Agency shall ensure that the Agency Personnel shall at all times during the Call Off Contract Period:
 - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
 - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
 - 6.4.3. obey all lawful instructions and reasonable directions of the Client (including, if so required by the Client, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Client.

7. **ICT Audit**

- 7.1. The Agency shall allow any auditor access to the Agency premises to:
 - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 7.1.2. review any records created during the design and development of the Agency System and pre-operational environment such as information relating to Testing;
 - 7.1.3. review the Agency's quality management systems including all relevant Quality Plans.

8. **Maintenance of the ICT Environment**

- 8.1. If specified by the Client in the Order Form, the Agency shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Client for Approval in accordance with the timetable and instructions specified by the Client.
- 8.2. Once the Maintenance Schedule has been Approved, the Agency shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 8.3. The Agency shall give as much notice as is reasonably practicable to the Client prior to carrying out any Emergency Maintenance.
- 8.4. The Agency shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1. Assignments granted by the Agency: Specially Written Software

- 9.1.1. The Agency assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Client with full guarantee (or shall procure assignment to the Client), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Agency shall:
 - 9.1.2.1. inform the Client of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2. deliver to the Client the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Client and the Client shall become the owner of such media upon receipt; and
 - 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Client of any of the Agency's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Agency hereby grants to the Client and shall procure that any relevant third party licensor shall grant to the Client a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Agency's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Client to obtain the full benefits of ownership of the Specially Written Software and New IPRs.
- 9.1.3. The Agency shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Client.

9.2. Licences for non-COTS IPR from the Agency and third parties to the Buyer

9.2.1. Unless the Client gives its Approval, the Agency must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Client Approves the use of the Agency's Existing IPR that is not COTS Software the Agency shall grants to the Client a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Client is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Agency.

9.2.3. Where the Client Approves the use of third party Software that is not COTS Software the Agency shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Client on terms at least equivalent to those set out in Paragraph 9.2.2. If the Agency cannot obtain such a licence for the Client it shall:

- 9.2.3.1. notify the Client in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Agency could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Client Approves the terms of the licence from the relevant third party.

9.2.4. Where the Agency is unable to provide a license to the Agency's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.2.5. The Agency may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Agency gives the Client written notice specifying the breach and requiring its remedy.

9.3. Licenses for COTS Software by the Agency and third parties to the Buyer

9.3.1. The Agency shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Client on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

- 9.3.2. Where the Agency owns the COTS Software it shall make available the COTS software to a Replacement Agency at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Agency shall support the Replacement Agency to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Agency shall notify the Client within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
 - 9.3.4.1. will no longer be maintained or supported by the developer; or
 - 9.3.4.2. will no longer be made commercially available
- 9.4. Clients's right to assign/novate licences
 - 9.4.1. The Client may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
 - 9.4.1.1. a Central Government Body; or
 - 9.4.1.2. to anybody (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
 - 9.4.2. If the Client ceases to be a Central Government Body, the successor body to the Client shall still be entitled to the benefit of the licences granted in paragraph 9.2.
- 9.5. **Licence granted by the Buyer**
 - 9.5.1. The Client grants to the Agency a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Client Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Agency on the same terms as set out in Clause 15 (Confidentiality).
- 9.6. Open Source Publication
 - 9.6.1. Unless the Client otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Agency shall also provide the converted format to the Buyer) into a format, which is:
 - 9.6.1.1. suitable for publication by the Client as Open Source; and

- 9.6.1.2. based on Open Standards (where applicable),
and the Client may, at its sole discretion, publish the same as Open Source.
- 9.6.2. The Agency hereby warrants that the Specially Written Software and the New IPR:
 - 9.6.2.1. are suitable for release as Open Source and that the Agency has used reasonable endeavours when developing the same to ensure that publication by the Client will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Client System;
 - 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Client shall not cause any harm or damage to any party using them;
 - 9.6.2.3. do not contain any material which would bring the Client into disrepute;
 - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
 - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Client to the Agency; and
 - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Client has Approved a request by the Agency for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Agency Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Agency shall:
 - 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
 - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

9.7. Malicious Software

- 9.7.1. The Agency shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
 - 9.7.3.1. by the Agency, where the Malicious Software originates from the Agency Software, the third party Software supplied by the Agency or the Government Data (whilst the Government Data was under the control of the Agency) unless the Agency can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Client when provided to the Agency; and
 - 9.7.3.2. by the Client, if the Malicious Software originates from the Client Software or the Client Data (whilst the Client Data was under the control of the Buyer).

~~10. Agency Furnished Terms~~

~~10.1. Software Licence Terms~~

~~10.1.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in [insert reference to relevant Schedule].~~

~~10.1.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in [insert reference to relevant Schedule].~~

~~10.2. Software as a Service Terms~~

~~10.2.1.1. Additional terms for provision of a Software as a Service solution are detailed in [insert reference to relevant Schedule].~~

~~10.3. Software Support & Maintenance Terms~~

~~10.3.1.1. Additional terms for provision of Software Support & Maintenance Services are detailed in [insert reference to relevant Schedule].~~

Call-Off Schedule 7 (Key Agency Staff)

- 1.1 The Order Form (Letter of Appointment) lists the key roles (“**Key Roles**”) and names of the persons who the Agency shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Agency shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Client may identify any further roles as being Key Roles and, following agreement to the same by the Agency, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Agency shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Client or the Client Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Agency or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Agency shall:
 - 1.5.1 notify the Client promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Agency shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Client may require the Agency to remove or procure that any Subcontractor shall remove any Key Staff that the Client considers in any respect unsatisfactory. The Client shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery) (Not Used)

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1. Definitions

- 1.1** In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security" the occurrence of:

- a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or
- b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Client and/or the Agency in connection with this Contract,

in either case as more particularly set out in the Security Policy where the Client has required compliance therewith in accordance with paragraph 2.2;

"Security Management Plan" the Agency's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Agency to the Client and as updated from time to time.

2. Complying with security requirements and updates to them

- 2.1** The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.
- 2.2** The Agency shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Client that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Agency fully complies with the Security Policy.
- 2.3** Where the Security Policy applies the Client shall notify the Agency of any changes or proposed changes to the Security Policy.

- 2.4** If the Agency believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Client. In doing so, the Agency must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Client pursuant to the Variation Procedure the Agency shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1** The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Agency shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
- 3.2.1 is in accordance with the Law and this Contract;
 - 3.2.2 as a minimum demonstrates Good Industry Practice;
 - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
 - 3.2.4 where specified by the Client in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Agency should notify the Client's Representative of such inconsistency immediately upon becoming aware of the same, and the Client's Representative shall, as soon as practicable, advise the Agency which provision the Agency shall be required to comply with.

4. Security Management Plan

4.1 Introduction

- 4.1.1 The Agency shall develop and maintain a Security Management Plan in accordance with this Schedule. The Agency shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Agency;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Deliverables, processes associated with the provision of the Deliverables, the Client Premises, the Sites and any ICT, Information and data (including the Client's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Client Premises, the Sites, and any ICT, Information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Agency to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Agency shall prepare and deliver to the Client for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

- 4.3.2 If the Security Management Plan submitted to the Client in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit to the Client for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Client. If the Client does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Client shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Client to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Client of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Agency of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Agency at least annually to reflect:
- a) emerging changes in Good Industry Practice;
 - b) any change or proposed change to the Deliverables and/or associated processes;
 - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
 - d) any new perceived or changed security threats; and
 - e) any reasonable change in requirements requested by the Client.
- 4.4.2 The Agency shall provide the Client with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Client. The results of the review shall include, without limitation:
- a) suggested improvements to the effectiveness of the Security Management Plan;
 - b) updates to the risk assessments; and

- c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Agency proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Client or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Client may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5. Security breach

- 5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.
- 5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Agency shall:
 - 5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) necessary to:
 - a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security to the extent possible and protect the integrity of the Client and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
 - c) prevent an equivalent breach in the future exploiting the same cause failure; and
 - d) as soon as reasonably practicable provide to the Client, where the Client so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Client.
- 5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Client.

~~Part B: Long Form Security Requirements Not Used~~

1. Definitions

1.1 In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security" means the occurrence of:

- a) ~~any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Client and/or the Agency in connection with this Contract; and/or~~
- b) ~~the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Client and/or the Agency in connection with this Contract;~~

~~in either case as more particularly set out in the security requirements in the Security Policy where the Client has required compliance therewith in accordance with paragraph 3.4.3 d;~~

"ISMS"

~~the information security management system and process developed by the Agency in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and~~

"Security Tests"

~~tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.~~

2. Security Requirements

2.1 ~~The Client and the Agency recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Client's rights under this Schedule.~~

2.2 ~~The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.~~

2.3 ~~The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:~~

2.3.1 ~~[insert security representative of the Client]~~

2.3.2 ~~[insert security representative of the Agency]~~

- 2.4 ~~The Client shall clearly articulate its high level security requirements so that the Agency can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.~~
- 2.5 ~~Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.~~
- 2.6 ~~The Agency shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Agency at all times.~~
- 2.7 ~~The Agency shall ensure the up to date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Client.~~
- 2.8 ~~The Client and the Agency acknowledge that information security risks are shared between the Parties and that a compromise of either the Agency or the Client's security provisions represents an unacceptable risk to the Client requiring immediate communication and co-operation between the Parties.~~

3. ~~Information Security Management System (ISMS)~~

- 3.1 ~~The Agency shall develop and submit to the Client, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.~~
- 3.2 ~~The Agency acknowledges that the Client places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Agency shall be responsible for the effective performance of the ISMS.~~
- 3.3 ~~The Client acknowledges that;~~
- 3.3.1 ~~If the Client has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Agency may be an extant ISMS covering the Services and their implementation across the Agency's estate; and~~
- 3.3.2 ~~Where the Client has stipulated that it requires a bespoke ISMS then the Agency shall be required to present the ISMS for the Client's Approval.~~
- 3.4 ~~The ISMS shall:~~
- 3.4.1 ~~if the Client has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any ICT, information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract;~~

- 3.4.2 ~~meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;~~
- 3.4.3 ~~at all times provide a level of security which:~~
- a) ~~is in accordance with the Law and this Contract;~~
 - b) ~~complies with the Baseline Security Requirements;~~
 - c) ~~as a minimum demonstrates Good Industry Practice;~~
 - d) ~~where specified by a Client that has undertaken a Further Competition – complies with the Security Policy and the ICT Policy;~~
 - e) ~~complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)~~
~~(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)~~
 - f) ~~takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)~~
 - g) ~~complies with HMG Information Assurance Maturity Model and Assurance Framework~~
~~(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)~~
 - h) ~~meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;~~
 - i) ~~addresses issues of incompatibility with the Agency's own organisational security policies; and~~
 - j) ~~complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;~~
- 3.4.4 ~~document the security incident management processes and incident response plans;~~
- 3.4.5 ~~document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Agency becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Client approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and~~
- 3.4.6 ~~be certified by (or by a person with the direct delegated authority of) a Agency's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Client in advance of issue of the relevant Security Management Plan).~~

- 3.5 ~~Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Agency from time to time.~~
- 3.6 ~~In the event that the Agency becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, the Agency shall immediately notify the Client Representative of such inconsistency and the Client Representative shall, as soon as practicable, notify the Agency as to which provision the Agency shall comply with.~~
- 3.7 ~~If the bespoke ISMS submitted to the Client pursuant to Paragraph 3.3.1 is Approved by the Client, it shall be adopted by the Agency immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Client, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit it to the Client for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Client. If the Client does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Client pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.~~
- 3.8 ~~Approval by the Client of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve the Agency of its obligations under this Schedule.~~

4. Security Management Plan

- 4.1 ~~Within twenty (20) Working Days after the Start Date, the Agency shall prepare and submit to the Client for Approval in accordance with Paragraph 4 fully developed, complete and up to date Security Management Plan which shall comply with the requirements of Paragraph 4.2.~~
- 4.2 ~~The Security Management Plan shall:~~
- 4.2.1 ~~be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);~~
 - 4.2.2 ~~comply with the Baseline Security Requirements and, where specified by the Client in accordance with paragraph 3.4.3 d, the Security Policy;~~
 - 4.2.3 ~~identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Agency;~~
 - 4.2.4 ~~detail the process for managing any security risks from Subcontractors and third parties authorised by the Client with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any~~

- ~~ICT, Information and data (including the Client's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;~~
- ~~4.2.5 unless otherwise specified by the Client in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Client Premises, the Sites, the Agency System, the Client System (to the extent that it is under the control of the Agency) and any ICT, Information and data (including the Client's Confidential Information and the Government Data) to the extent used by the Client or the Agency in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;~~
 - ~~4.2.6 set out the security measures to be implemented and maintained by the Agency in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);~~
 - ~~4.2.7 demonstrate that the Agency's approach to delivery of the Deliverables has minimised the Client and Agency effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);~~
 - ~~4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;~~
 - ~~4.2.9 set out the scope of the Client System that is under the control of the Agency;~~
 - ~~4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and~~
 - ~~4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Agency and the Client engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.~~
- ~~4.3 If the Security Management Plan submitted to the Client pursuant to Paragraph 4.1 is Approved by the Client, it shall be adopted by the Agency immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Client, the Agency shall amend it within ten (10) Working Days of a notice of non-approval from the Client and re-submit it to the Client for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than~~

~~fifteen (15) Working Days from the date of the first submission to the Client of the Security Management Plan. If the Client does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Client pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.~~

~~4.4 Approval by the Client of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Agency of its obligations under this Schedule.~~

5. Amendment of the ISMS and Security Management Plan

~~5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Agency and at least annually to reflect:~~

- ~~5.1.1 emerging changes in Good Industry Practice;~~
- ~~5.1.2 any change or proposed change to the Agency System, the Deliverables and/or associated processes;~~
- ~~5.1.3 any new perceived or changed security threats;~~
- ~~5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;~~
- ~~5.1.5 any new perceived or changed security threats; and~~
- ~~5.1.6 any reasonable change in requirement requested by the Client.~~

~~5.2 The Agency shall provide the Client with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Client. The results of the review shall include, without limitation:~~

- ~~5.2.1 suggested improvements to the effectiveness of the ISMS;~~
- ~~5.2.2 updates to the risk assessments;~~
- ~~5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and~~
- ~~5.2.4 suggested improvements in measuring the effectiveness of controls.~~

~~5.3 Subject to Paragraph 5.4, any change which the Agency proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Client request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Client.~~

~~5.4 The Client may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than~~

~~set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.~~

6. Security Testing

- ~~6.1 The Agency shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Agency so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Client. Subject to compliance by the Agency with the foregoing requirements, if any Security Tests adversely affect the Agency's ability to deliver the Deliverables so as to meet the KPIs, the Agency shall be granted relief against any resultant under performance for the period of the Security Tests.~~
- ~~6.2 The Client shall be entitled to send a representative to witness the conduct of the Security Tests. The Agency shall provide the Client with the results of such Security Tests (in a form approved by the Client in advance) as soon as practicable after completion of each Security Test.~~
- ~~6.3 Without prejudice to any other right of audit or access granted to the Client pursuant to this Contract, the Client and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Agency, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Agency's compliance with the ISMS and the Security Management Plan. The Client may notify the Agency of the results of such tests after completion of each such test. If any such Client's test adversely affects the Agency's ability to deliver the Deliverables so as to meet the KPIs, the Agency shall be granted relief against any resultant under performance for the period of the Client's test.~~
- ~~6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Agency shall promptly notify the Client of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Agency proposes to make in order to correct such failure or weakness. Subject to the Client's prior written Approval, the Agency shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Client or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Client.~~

- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Client shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Client's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Agency, then the Client shall notify the Agency of the same and give the Agency a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Agency does not become compliant within the required time then the Client shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Agency is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Agency shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Client in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Agency shall:
- 8.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Client) necessary to:
- a) minimise the extent of actual or potential harm caused by any Breach of Security;
 - b) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Client Property and/or Client Assets and/or ISMS to the extent that this is within the Agency's control;
 - c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Agency, if the mitigation adversely affects the Agency's ability to provide

the Deliverables so as to meet the relevant Service Level Performance Indicators, the Agency shall be granted relief against any resultant under performance for such period as the Client, acting reasonably, may specify by written notice to the Agency;

- d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- e) supply any requested data to the Client (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Client's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- f) as soon as reasonably practicable provide to the Client full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Client.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Client.

9. Vulnerabilities and fixing them

9.1 The Client and the Agency acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Client's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Agency as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.

9.3 The Agency shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:

- 9.3.1 ~~the Agency can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Agency asserts cannot be exploited within the context of a Service must be remedied by the Agency within the above timescales if the vulnerability becomes exploitable within the context of the Service;~~
- 9.3.2 ~~the application of a 'Critical' or 'Important' security patch adversely affects the Agency's ability to deliver the Services in which case the Agency shall be granted an extension to such timescales of 5 days, provided the Agency had followed and continues to follow the security patch test plan agreed with the Client; or~~
- 9.3.3 ~~the Client agrees a different maximum period after a case-by-case consultation with the Agency under the processes defined in the ISMS.~~
- 9.4 ~~The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:~~
 - 9.4.1 ~~where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or~~
 - 9.4.2 ~~is agreed with the Client in writing.~~
- 9.5 ~~The Agency shall:~~
 - 9.5.1 ~~implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;~~
 - 9.5.2 ~~ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;~~
 - 9.5.3 ~~ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;~~
 - 9.5.4 ~~pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Agency) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;~~
 - 9.5.5 ~~from the date specified in the Security Management Plan provide a report to the Client within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control~~

~~of the Agency) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;~~

~~9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;~~

~~9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and~~

~~9.5.8 inform the Client when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.~~

~~9.6 If the Agency is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Agency shall immediately notify the Client.~~

~~9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Agency shall comply with the Rectification Plan Process.~~

Part B—Annex 1:

Baseline security requirements

1. Handling Classified information

- 1.1 ~~The Agency shall not handle Client information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Agency shall seek additional specific guidance from the Client.~~

2. End user devices

- 2.1 ~~When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").~~
- 2.2 ~~Devices used to access or manage Government Data and services must be under the management authority of Client or Agency and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Client. Unless otherwise agreed with the Client in writing, all Agency devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Agency may wish to use, then these should be discussed with the Client and a joint decision shall be taken on whether the residual risks are acceptable. Where the Agency wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Client.~~

3. Data Processing, Storage, Management and Destruction

- 3.1 ~~The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.~~
- 3.2 ~~The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).~~
- 3.3 ~~The Supplier shall:~~
- 3.3.1 ~~provide the Buyer with all Government Data on demand in an agreed open format;~~
 - 3.3.2 ~~have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;~~

- 3.3.3 ~~securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and~~
- 3.3.4 ~~securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.~~

4. ~~Ensuring secure communications~~

- 4.1 ~~The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.~~
- 4.2 ~~The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.~~

5. ~~Security by design~~

- 5.1 ~~The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.~~
- 5.2 ~~When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).~~

6. ~~Security of Supplier Staff~~

- 6.1 ~~Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.~~
- 6.2 ~~The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.~~
- 6.3 ~~The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.~~
- 6.4 ~~All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.~~

6.5 ~~Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.~~

7. Restricting and monitoring access

7.1 ~~The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.~~

8. Audit

8.1 ~~The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:~~

8.1.1 ~~Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.~~

8.1.2 ~~Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log on and log off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.~~

8.2 ~~The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.~~

8.3 ~~The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.~~

Part B — Annex 2 — Security Management Plan



Call-Off Schedule 10 (Exit Management)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	1 Agency Assets used exclusively by the Agency in the provision of the Deliverables;
"Exit Information"	2 has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	3 the person appointed by each Party to manage their respective obligations under this Schedule;
"Exit Plan"	4 the plan produced and updated by the Agency during the Initial Period in accordance with Paragraph 4 of this Schedule;
"Net Book Value"	5 the current net book value of the relevant Agency Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Agency (which the Agency shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	6 those Agency Assets used by the Agency in connection with the Deliverables but which are also used by the Agency for other purposes;
"Registers"	7 the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	8 any goods which are substantially similar to any of the Goods and which the Client receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Services"	9 any services which are substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the End Date, whether those goods

	are provided by the Client internally and/or by any third party;
"Termination Assistance"	10 the activities to be performed by the Agency pursuant to the Exit Plan, and other assistance required by the Client pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	11 has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	12 the period specified in a Termination Assistance Notice for which the Agency is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	13 Exclusive Assets which are capable of legal transfer to the Client;
"Transferable Contracts"	14 Sub-Contracts, licences for the Agency's software, licences for third party software or other agreements which are necessary to enable the Client or any Replacement agency to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	15 has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	16 has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2. Agency must always be prepared for contract exit

- 2.1 The Agency shall within 30 days from the Start Date provide to the Client a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Agency shall promptly:
 - 2.2.1 create and maintain a detailed register of all Agency Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Agency provides the Deliverables

("Registers").

2.3 The shall:

- 2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
- 2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Client) at the request of the Client to the Client (and/or its nominee) and/or any Replacement Agency upon the Agency ceasing to provide the Deliverables (or part of them) and if the Agency is unable to do so then the Agency shall promptly notify the Client and the Client may require the Agency to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

2.5 The Agency shall ensure at no cost to the Client that all digital data that is the Existing IPR of the Client or New IPR to be assigned to the Client can be identified and returned to the Client in an open format on demand and advise the Client of any Transferable Contracts and technical information that would assist in the continued use of such data.

3. Assisting re-competition for Deliverables

- 3.1 The Agency shall, on reasonable notice, provide to the Client and/or its potential Replacement Agencies (subject to the potential Replacement Agencies entering into reasonable written confidentiality undertakings), such information (including any access) as the Client shall reasonably require in order to facilitate the preparation by the Client of any invitation to tender and/or to facilitate any potential Replacement Agencies undertaking due diligence (the "**Exit Information**").
- 3.2 The Agency acknowledges that the Client may disclose the Agency's Confidential Information (excluding the Agency's or its Subcontractors' prices or costs) to an actual or prospective Replacement Agency to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Agency shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Client within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Client in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Agency.

4. Exit Plan

- 4.1 The Agency shall, within three (3) Months after the Start Date, deliver to the Client an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Client.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.2 how the Deliverables will transfer to the Replacement Agency and/or the Client;
 - 4.3.3 details of any contracts which will be available for transfer to the Client and/or the Replacement Agency upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Agency's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Client or a Replacement Agency copy of all documentation (including without limitation database schema and any other digital resources) relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Agency in connection with the supply of the Deliverables;
 - 4.3.7 proposals for the identification and return, or transfer to the Replacement Agency, of all Client Assets in the possession of and/or control of the Agency or any third party;
 - 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.9 how the Agency will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.10 any other information or assistance reasonably required by the Client or a Replacement Agency.
- 4.4 The Agency shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every twelve (12) months throughout the Contract Period; and

- (b) no later than **twenty (20) Working Days** after a request from the Client for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
- 4.4.2 jointly review and verify the Exit Plan if required by the Client and promptly correct any identified failures.
- 4.5 Only if (by notification to the Agency in writing) the Client agrees with a draft Exit Plan provided by the Agency under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Agency.

5. Termination Assistance

- 5.1 The Client shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Agency (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Client shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and
 - 5.2.2 the Client shall notify the Agency of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Client shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Agency.

- 5.4 In the event that Termination Assistance is required by the Client but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Agency will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Client approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Agency shall:
- 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Client, provide the Termination Assistance;
 - 6.1.2 provide to the Client and/or its Replacement Agency any reasonable assistance and/or access requested by the Client and/or its Replacement Agency including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Client and/or its Replacement Agency;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Client;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators (KPI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Agency's obligations under this Contract;
 - 6.1.5 at the Client's request and on reasonable notice, deliver up-to-date Registers to the Client;
 - 6.1.6 seek the Client's prior written consent to access any Client Premises from which the de-installation or removal of Agency Assets is required.
- 6.2 If it is not possible for the Agency to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Client, any additional costs incurred by the Agency in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Agency demonstrates to the Client's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Agency's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels accordingly.

7. Obligations when the contract is terminated

- 7.1 The Agency shall comply with all of its obligations contained in the Exit Plan.

- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Agency's performance of the Deliverables and the Termination Assistance), the Agency shall:
- 7.2.1 vacate any Client Premises;
 - 7.2.2 remove the Agency Equipment together with any other materials used by the Agency to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Agency is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Agency;
 - 7.2.3 provide access during normal working hours to the Client and/or the Replacement Agency for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the Deliverables as remains in the possession or control of the Agency; and
 - (b) such members of the Agency Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Agency, provided that the Client and/or the Replacement Agency shall pay the reasonable costs of the Agency actually incurred in responding to such requests for access.
 - 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Client to the Agency in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Agency shall not, without the Client's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Agency Assets or acquire any new Agency Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Agency, the Client shall notify the Agency setting out:
- 8.2.1 which, if any, of the Transferable Assets the Client requires to be transferred to the Client and/or the Replacement Agency ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,

the Client and/or the Replacement Agency requires the continued use of;
and

- 8.2.3 which, if any, of Transferable Contracts the Client requires to be assigned or novated to the Client and/or the Replacement Agency (the "**Transferring Contracts**"),

in order for the Client and/or its Replacement Agency to provide the Deliverables from the expiry of the Termination Assistance Period. The Agency shall provide all reasonable assistance required by the Client and/or its Replacement Agency to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Agency shall sell the Transferring Assets to the Client and/or the Replacement Agency for their Net Book Value less any amount already paid for them through the Charges.

- 8.4 Risk in the Transferring Assets shall pass to the Client or the Replacement Agency (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

- 8.5 Where the Client and/or the Replacement Agency requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Agency shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Client and/or the Replacement Agency to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Client or the Replacement Agency to bear the reasonable proven costs of procuring the same.

- 8.6 The Agency shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Client and/or the Replacement Agency. The Agency shall execute such documents and provide such other assistance as the Client reasonably requires to effect this novation or assignment.

- 8.7 The Client shall:

8.7.1 accept assignments from the Agency or join with the Agency in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Client and/or the Replacement Agency, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Agency does the same.

- 8.8 The Agency shall hold any Transferring Contracts on trust for the Client until the transfer of the relevant Transferring Contract to the Client and/or the Replacement Agency has taken place.

- 8.9 The Agency shall indemnify the Client (and/or the Replacement Agency, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Client (and/or Replacement Agency) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9. No charges

- 9.1 Unless otherwise stated, the Client shall not be obliged to pay for costs incurred by the Agency in relation to its compliance with this Schedule.

10. Dividing the bills

- 10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Client and/or the Replacement and the Agency as follows:
- 10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;
 - 10.1.2 the Client or Replacement Agency (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
 - 10.1.3 the Agency shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call Off Schedule 13 (Implementation Plan and Testing)

Part A—Implementation

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Deliverable Item"	17 — an item or feature in the supply of the Deliverables delivered or to be delivered by the Agency at or before a Milestone Date listed in the Implementation Plan;
"Milestone Payment"	18 — a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
Implementation Period"	19 — has the meaning given to it in Paragraph 7.1;

2. Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Agency shall provide a further draft Implementation Plan **[Insert number of days]** days after the Call Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Client may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Agency.
- 2.3 Following receipt of the draft Implementation Plan from the Agency, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

- 2.4 ~~The Agency shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.~~
- 2.5 ~~The Agency shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Client on such performance.~~

3. ~~Reviewing and changing the Implementation Plan~~

- 3.1 ~~Subject to Paragraph 4.3, the Agency shall keep the Implementation Plan under review in accordance with the Client's instructions and ensure that it is updated on a regular basis.~~
- 3.2 ~~The Client shall have the right to require the Agency to include any reasonable changes or provisions in each version of the Implementation Plan.~~
- 3.3 ~~Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.~~
- 3.4 ~~Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Agency to comply with the Implementation Plan shall be a material Default.~~

4. ~~Security requirements before the Start Date~~

- 4.1 ~~The Agency shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Agency Staff have the necessary security clearance in place before the Call Off Start Date. The Agency shall ensure that this is reflected in their Implementation Plans.~~
- 4.2 ~~The Agency shall ensure that all Agency Staff and Subcontractors do not access the Client's IT systems, or any IT systems linked to the Client, unless they have satisfied the Client's security requirements.~~
- 4.3 ~~The Agency shall be responsible for providing all necessary information to the Client to facilitate security clearances for Agency Staff and Subcontractors in accordance with the Client's requirements.~~
- 4.4 ~~The Agency shall provide the names of all Agency Staff and Subcontractors and inform the Client of any alterations and additions as they take place throughout the Call Off Contract.~~
- 4.5 ~~The Agency shall ensure that all Agency Staff and Subcontractors requiring access to the Client Premises have the appropriate security clearance. It is the Agency's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Client, the Agency shall be responsible for meeting the costs associated with the provision of security cleared escort services.~~

- 4.6 ~~If a property requires Agency Staff or Subcontractors to be accompanied by the Client's Authorised Representative, the Client must be given reasonable notice of such a requirement, except in the case of emergency access.~~

5. ~~What to do if there is a Delay~~

- 5.1 ~~If the Agency becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:~~
- 5.1.1 ~~notify the Client as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;~~
 - 5.1.2 ~~include in its notification an explanation of the actual or anticipated impact of the Delay;~~
 - 5.1.3 ~~comply with the Client's instructions in order to address the impact of the Delay or anticipated Delay; and~~
 - 5.1.4 ~~use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.~~

6. ~~Compensation for a Delay~~

- 6.1 ~~If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Agency shall pay to the Client such Delay Payments (calculated as set out by the Client in the Implementation Plan) and the following provisions shall apply:~~
- 6.1.1 ~~the Agency acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency's failure to Achieve the corresponding Milestone;~~
 - 6.1.2 ~~Delay Payments shall be the Client's exclusive financial remedy for the Agency's failure to Achieve a Milestone by its Milestone Date except where:~~
 - (a) ~~the Client is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Client can end this contract); or~~
 - (b) ~~the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;~~
 - 6.1.3 ~~the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;~~
 - 6.1.4 ~~no payment or other act or omission of the Client shall in any way affect the rights of the Client to recover the Delay Payments or be~~

deemed to be a waiver of the right of the Client to recover any such damages; and

- 6.1.5 ~~Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).~~

7. **Implementation Plan**

- 7.1 ~~The Implementation Period will be a [six (6)] Month period.~~
- 7.2 ~~During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call Off Start Date or as otherwise formally agreed with the Client. The Agency's full service obligations shall formally be assumed on the Call Off Start Date as set out in Order Form.~~
- 7.3 ~~In accordance with the Implementation Plan, the Agency shall:~~
- 7.3.1 ~~work cooperatively and in partnership with the Client, incumbent supplier, and other Framework Agency(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;~~
 - 7.3.2 ~~work with the incumbent supplier and Client to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;~~
 - 7.3.3 ~~liaise with the incumbent Agency to enable the full completion of the Implementation Period activities; and~~
 - 7.3.4 ~~produce an Implementation Plan, to be agreed by the Client, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.~~
- 7.4 ~~The Implementation Plan will include detail stating:~~
- 7.4.1 ~~how the Agency will work with the incumbent Agency and the Client Authorised Representative to capture and load up information such as asset data; and~~
 - 7.4.2 ~~a communications plan, to be produced and implemented by the Agency, but to be agreed with the Client, including the frequency, responsibility for and nature of communication with the Client and end users of the Services.~~
- 7.5 ~~In addition, the Agency shall:~~
- 7.5.1 ~~appoint a Agency Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Client;~~

- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract;
- 7.5.3 produce a Implementation Plan report for each Client Premises to encompass programmes that will fulfil all the Client's obligations to landlords and other tenants:
 - (a) the format of reports and programmes shall be in accordance with the Client's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Client's approval; and
 - (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Agency to the Client, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Client detailing how risks and issues will be effectively communicated to the Client in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form) in accordance with the Client's requirements during the Implementation Period. Implementation meetings shall be chaired by the Client and all meeting minutes shall be kept and published by the Agency; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Agency.]

Annex 1: Implementation Plan

The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

Milest one	Deliver able Items	Duration	Miles tone Date	Client Responsibili ties	Milestone Payments	Delay Payments
[]	[]	[]	[]	[]	[]	[]
<p>Milestones will be Achieved in accordance with this Call Off Schedule 13: (Implementation Plan and Testing)</p> <p>the purposes of Paragraph 9.1.2 the Delay Period Limit shall be [insert number of days].</p>						

Part B — Testing

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Component"	20 any constituent parts of the Deliverables;
"Material Test Issue"	21 a Test Issue of Severity Level 1 or Severity Level 2;
"Satisfaction Certificate"	22 a certificate materially in the form of the document contained in Annex 2 issued by the Client when a Deliverable and/or Milestone has satisfied its relevant Test Success Criteria;
"Severity Level"	23 the level of severity of a Test Issue, the criteria for which are described in Annex 1;
"Test Issue Management Log"	24 a log for the recording of Test Issues as described further in Paragraph 8.1 of this Schedule;
"Test Issue Threshold"	25 in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Reports"	26 the reports to be produced by the Agency setting out the results of Tests;
"Test Specification"	27 the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6.2 of this Schedule;
"Test Strategy"	28 a strategy for the conduct of Testing as described further in Paragraph 3.2 of this Schedule;
"Test Success Criteria"	29 in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of this Schedule;
"Test Witness"	30 any person appointed by the Client pursuant to Paragraph 9 of this Schedule; and

~~"Testing Procedures"~~

~~31 the applicable testing procedures and Test Success Criteria set out in this Schedule.~~

2. ~~How testing should work~~

- ~~2.1 All Tests conducted by the Agency shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.~~
- ~~2.2 The Agency shall not submit any Deliverable for Testing:~~
 - ~~2.2.1 unless the Agency is reasonably confident that it will satisfy the relevant Test Success Criteria;~~
 - ~~2.2.2 until the Client has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and~~
 - ~~2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).~~
- ~~2.3 The Agency shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.~~
- ~~2.4 Prior to the issue of a Satisfaction Certificate, the Client shall be entitled to review the relevant Test Reports and the Test Issue Management Log.~~

3. ~~Planning for testing~~

- ~~3.1 The Agency shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.~~
- ~~3.2 The final Test Strategy shall include:~~
 - ~~3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;~~
 - ~~3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;~~
 - ~~3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;~~
 - ~~3.2.4 the procedure to be followed to sign off each Test;~~
 - ~~3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;~~

- 3.2.6 ~~the names and contact details of the Client and the Agency's Test representatives;~~
- 3.2.7 ~~a high level identification of the resources required for Testing including Client and/or third party involvement in the conduct of the Tests;~~
- 3.2.8 ~~the technical environments required to support the Tests; and~~
- 3.2.9 ~~the procedure for managing the configuration of the Test environments.~~

4. ~~Preparing for Testing~~

- 4.1 ~~The Agency shall develop Test Plans and submit these for Approval as soon as practicable but in any case no later than twenty (20) Working Days prior to the start date for the relevant Testing as specified in the Implementation Plan.~~
- 4.2 ~~Each Test Plan shall include as a minimum:~~
 - 4.2.1 ~~the relevant Test definition and the purpose of the Test, the Milestone to which it relates, the requirements being Tested and, for each Test, the specific Test Success Criteria to be satisfied; and~~
 - 4.2.2 ~~a detailed procedure for the Tests to be carried out.~~
- 4.3 ~~The Client shall not unreasonably withhold or delay its approval of the Test Plan provided that the Agency shall implement any reasonable requirements of the Client in the Test Plan.~~

5. ~~Passing Testing~~

- 5.1 ~~The Test Success Criteria for all Tests shall be agreed between the Parties as part of the relevant Test Plan pursuant to Paragraph 4.~~

6. ~~How Deliverables will be tested~~

- 6.1 ~~Following approval of a Test Plan, the Agency shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).~~
- 6.2 ~~Each Test Specification shall include as a minimum:~~
 - 6.2.1 ~~the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Client and the extent to which it is equivalent to live operational data;~~
 - 6.2.2 ~~a plan to make the resources available for Testing;~~
 - 6.2.3 ~~Test scripts;~~

- 6.2.4 ~~Test pre-requisites and the mechanism for measuring them; and~~
- 6.2.5 ~~expected Test results, including:~~
 - (a) ~~a mechanism to be used to capture and record Test results; and~~
 - (b) ~~a method to process the Test results to establish their content.~~

7. Performing the tests

- 7.1 ~~Before submitting any Deliverables for Testing the Agency shall subject the relevant Deliverables to its own internal quality control measures.~~
- 7.2 ~~The Agency shall manage the progress of Testing in accordance with the relevant Test Plan and shall carry out the Tests in accordance with the relevant Test Specification. Tests may be witnessed by the Test Witnesses in accordance with Paragraph 9.3.~~
- 7.3 ~~The Agency shall notify the Client at least 10 Working Days in advance of the date, time and location of the relevant Tests and the Client shall ensure that the Test Witnesses attend the Tests.~~
- 7.4 ~~The Client may raise and close Test Issues during the Test witnessing process.~~
- 7.5 ~~The Agency shall provide to the Client in relation to each Test:~~
 - 7.5.1 ~~a draft Test Report not less than 2 Working Days prior to the date on which the Test is planned to end; and~~
 - 7.5.2 ~~the final Test Report within 5 Working Days of completion of Testing.~~
- 7.6 ~~Each Test Report shall provide a full report on the Testing conducted in respect of the relevant Deliverables, including:~~
 - 7.6.1 ~~an overview of the Testing conducted;~~
 - 7.6.2 ~~identification of the relevant Test Success Criteria that have/have not been satisfied together with the Agency's explanation of why any criteria have not been met;~~
 - 7.6.3 ~~the Tests that were not completed together with the Agency's explanation of why those Tests were not completed;~~
 - 7.6.4 ~~the Test Success Criteria that were satisfied, not satisfied or which were not tested, and any other relevant categories, in each case grouped by Severity Level in accordance with Paragraph 8.1; and~~
 - 7.6.5 ~~the specification for any hardware and software used throughout Testing and any changes that were applied to that hardware and/or software during Testing.~~

- 7.7 ~~When the Agency has completed a Milestone it shall submit any Deliverables relating to that Milestone for Testing.~~
- 7.8 ~~Each party shall bear its own costs in respect of the Testing. However, if a Milestone is not Achieved the Client shall be entitled to recover from the Agency, any reasonable additional costs it may incur as a direct result of further review or re-Testing of a Milestone.~~
- 7.9 ~~If the Agency successfully completes the requisite Tests, the Client shall issue a Satisfaction Certificate as soon as reasonably practical following such successful completion. Notwithstanding the issuing of any Satisfaction Certificate, the Agency shall remain solely responsible for ensuring that the Deliverables are implemented in accordance with this Contract.~~

8. Discovering Problems

- 8.1 ~~Where a Test Report identifies a Test Issue, the Parties shall agree the classification of the Test Issue using the criteria specified in Annex 1 and the Test Issue Management Log maintained by the Agency shall log Test Issues reflecting the Severity Level allocated to each Test Issue.~~
- 8.2 ~~The Agency shall be responsible for maintaining the Test Issue Management Log and for ensuring that its contents accurately represent the current status of each Test Issue at all relevant times. The Agency shall make the Test Issue Management Log available to the Client upon request.~~
- 8.3 ~~The Client shall confirm the classification of any Test Issue unresolved at the end of a Test in consultation with the Agency. If the Parties are unable to agree the classification of any unresolved Test Issue, the Dispute shall be dealt with in accordance with the Dispute Resolution Procedure using the Expedited Dispute Timetable.~~

9. Test witnessing

- 9.1 ~~The Client may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Client, each of whom shall have appropriate skills to fulfil the role of a Test Witness.~~
- 9.2 ~~The Agency shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.~~
- 9.3 ~~The Test Witnesses:~~
 - 9.3.1 ~~shall actively review the Test documentation;~~
 - 9.3.2 ~~will attend and engage in the performance of the Tests on behalf of the Client so as to enable the Client to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;~~

- 9.3.3 ~~shall not be involved in the execution of any Test;~~
- 9.3.4 ~~shall be required to verify that the Agency conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;~~
- 9.3.5 ~~may produce and deliver their own, independent reports on Testing, which may be used by the Client to assess whether the Tests have been Achieved;~~
- 9.3.6 ~~may raise Test Issues on the Test Issue Management Log in respect of any Testing; and~~
- 9.4 ~~may require the Agency to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.~~

10. Auditing the quality of the test

- 10.1 ~~The Client or an agent or contractor appointed by the Client may perform on-going quality audits in respect of any part of the Testing (each a "Testing Quality Audit") subject to the provisions set out in the agreed Quality Plan.~~
- 10.2 ~~The Agency shall allow sufficient time in the Test Plan to ensure that adequate responses to a Testing Quality Audit can be provided.~~
- 10.3 ~~The Client will give the Agency at least 5 Working Days' written notice of the Client's intention to undertake a Testing Quality Audit.~~
- 10.4 ~~The Agency shall provide all reasonable necessary assistance and access to all relevant documentation required by the Client to enable it to carry out the Testing Quality Audit.~~
- 10.5 ~~If the Testing Quality Audit gives the Client concern in respect of the Testing Procedures or any Test, the Client shall prepare a written report for the Agency detailing its concerns and the Agency shall, within a reasonable timeframe, respond in writing to the Client's report.~~
- 10.6 ~~In the event of an inadequate response to the written report from the Agency, the Client (acting reasonably) may withhold a Satisfaction Certificate until the issues in the report have been addressed to the reasonable satisfaction of the Client.~~

11. Outcome of the testing

- 11.1 ~~The Client will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.~~
- 11.2 ~~If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Client shall notify the Agency and:~~
 - 11.2.1 ~~the Client may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;~~

- 11.2.2 ~~the Client may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Agency to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or~~
- 11.2.3 ~~where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Agency to meet a Milestone, then without prejudice to the Client's other rights and remedies, such failure shall constitute a material Default.~~
- 11.3 ~~The Client shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Agency any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.~~
- 11.4 ~~The Client shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:~~
 - 11.4.1 ~~the issuing by the Client of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and~~
 - 11.4.2 ~~performance by the Agency to the reasonable satisfaction of the Client of any other tasks identified in the Implementation Plan as associated with that Milestone.~~
- 11.5 ~~The grant of a Satisfaction Certificate shall entitle the Agency to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).~~
- 11.6 ~~If a Milestone is not Achieved, the Client shall promptly issue a report to the Agency setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.~~
- 11.7 ~~If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Client shall issue a Satisfaction Certificate.~~
- 11.8 ~~If there is one or more Material Test Issue(s), the Client shall refuse to issue a Satisfaction Certificate and, without prejudice to the Client's other rights and remedies, such failure shall constitute a material Default.~~
- 11.9 ~~If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Client may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:~~
 - 11.9.1 ~~any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Client agrees otherwise (in which case the Agency shall submit a Rectification~~

~~Plan for approval by the Client within 10 Working Days of receipt of the Client's report pursuant to Paragraph 10.5); and~~

- 11.9.2 ~~where the Client issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.~~

12. Risk

- 12.1 ~~The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:~~

- 12.1.1 ~~operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Client's requirements for that Deliverable or Milestone; or~~
- 12.1.2 ~~affect the Client's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.~~

Annex 1: Test Issues — Severity Levels

1. Severity 1 Error

- 1.1 ~~This is an error that causes non-recoverable conditions, e.g. it is not possible to continue using a Component.~~

2. Severity 2 Error

- 2.1 ~~This is an error for which, as reasonably determined by the Client, there is no practicable workaround available, and which:~~
- 2.1.1 ~~causes a Component to become unusable;~~
- 2.1.2 ~~causes a lack of functionality, or unexpected functionality, that has an impact on the current Test; or~~
- 2.1.3 ~~has an adverse impact on any other Component(s) or any other area of the Deliverables;~~

3. Severity 3 Error

- 3.1 ~~This is an error which:~~
- 3.1.1 ~~causes a Component to become unusable;~~
- 3.1.2 ~~causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or~~

3.1.3 ~~has an impact on any other Component(s) or any other area of the Deliverables;~~

~~but for which, as reasonably determined by the Client, there is a practicable workaround available;~~

4. ~~Severity 4 Error~~

4.1 ~~This is an error which causes incorrect functionality of a Component or process, but for which there is a simple, Component based, workaround, and which has no impact on the current Test, or other areas of the Deliverables.~~

5. ~~Severity 5 Error~~

5.1 ~~This is an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test, or other areas of the Deliverables.~~

Annex 2: ~~Satisfaction Certificate~~

To: _____ [insert name of Agency]

From: _____ [insert name of Client]

[insert Date dd/mm/yyyy]

Dear Sirs,

~~Satisfaction Certificate~~

~~Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].~~

~~We refer to the agreement ("**Call-Off Contract**") [insert Call-Off Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [insert Client name] ("**Client**") and [insert Agency name] ("**Agency**") dated [insert Call-Off Start Date dd/mm/yyyy].~~

~~The definitions for any capitalised terms in this certificate are as set out in the Call-Off Contract.~~

~~[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in~~

~~respect of those Deliverables that have not satisfied the relevant Test Success Criteria].~~

~~{OR}~~

~~[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]~~

~~[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].~~

~~Yours faithfully~~

~~{insert Name}~~

~~{insert Position}~~

~~acting on behalf of {insert name of Client}~~

Call Off Schedule 14 (Service Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

~~"Critical Service Level Failure"~~ has the meaning given to it in the Order Form;

~~"Service Credits"~~ Any service credits specified in the Annex to Part A of this Schedule being payable by the Agency to the Client in respect of any failure by the Agency to meet one or more Service Levels;

~~"Service Credit Cap"~~ Has the meaning given to it in the Order Form;

~~"Service Level Failure"~~ 32 — means a failure to meet the Service Level Performance Measure in respect of a Service Level;

~~"Service Level Performance Measure"~~ 33 — shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

~~"Service Level Threshold"~~ 34 — shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. What happens if you don't meet the Service Levels

- 2.1 The Agency shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 ~~The Agency acknowledges that any Service Level Failure shall entitle the Client to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency's failure to meet any Service Level Performance Measure.~~
- 2.3 ~~The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.~~
- 2.4 A Service Credit shall be the Client's exclusive financial remedy for a Service Level Failure except where:

2.4.1 ~~the Agency has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or~~

2.4.2 ~~the Service Level Failure:-~~

~~(a) — exceeds the relevant Service Level Threshold;~~

~~(b) — has arisen due to a Prohibited Act or wilful Default by the Agency;~~

~~(c) — results in the corruption or loss of any Government Data;~~

~~and/or~~

~~(d) — results in the Client being required to make a compensation payment to one or more third parties; and/or~~

2.4.3 ~~the Client is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Client Termination Rights).~~

2.5 ~~Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:~~

2.5.1 ~~the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;~~

2.5.2 ~~the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and~~

3. ~~Critical Service Level Failure~~

~~On the occurrence of a Critical Service Level Failure:~~

3.1 ~~any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and~~

3.2 ~~the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency in respect of that Service Period ("**Compensation for Critical Service Level Failure**");~~

~~provided that the operation of this paragraph 3 shall be without prejudice to the right of the Client to terminate this Contract and/or to claim damages from the Agency for material Default.~~

Part A: Service Levels and Service Credits

1. Service Levels

~~If the level of performance of the Agency:~~

~~1.1 is likely to or fails to meet any Service Level Performance Measure; or~~

~~1.2 is likely to cause or causes a Critical Service Failure to occur,~~

~~the Agency shall immediately notify the Client in writing and the Client, in its absolute discretion and without limiting any other of its rights, may:~~

- ~~1.a.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;~~
- ~~1.a.2 instruct the Agency to comply with the Rectification Plan Process;~~
- ~~1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Agency to the Client; and/or~~
- ~~1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).~~

2. Service Credits

- ~~2.a.1 The Client shall use the Performance Monitoring Reports supplied by the Agency to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.~~
- ~~2.a.2 –Service Credits are a reduction of the amounts payable in respect of the Goods or Services and do not include VAT. The Agency shall set off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in
the Annex to Part A of this Schedule.~~

Annex A to Part A: Services Levels and Service Credits Table

[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

Service Levels			
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold

{Accurate and timely billing of Client	Accuracy /Timelines	at least 98% at all times	{ }
Access to Client support	Availability	at least 98% at all times	{ }

The Service Credits shall be calculated on the basis of the following formula:-

~~{Example:~~

~~Formula: x% (Service Level Performance Measure) — x% (actual Service Level performance) = x% of the Charges payable to the Client as Service Credits to be deducted from the next Invoice payable by the Client~~

~~Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) — 75% (e.g. actual performance achieved against this Service Level in a Service Period) = 23% of the Charges payable to the Client as Service Credits to be deducted from the next Invoice payable by the Client}~~

~~-~~

~~-~~

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 ~~Within twenty (20) Working Days of the Start Date the Agency shall provide the Client with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.~~

- 3.2 ~~The Agency shall provide the Client with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:~~
- ~~3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;~~
 - ~~3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;~~
 - ~~3.2.3 details of any Critical Service Level Failures;~~
 - ~~3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;~~
 - ~~3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and~~
- 3.3 ~~The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:~~
- ~~3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;~~
 - ~~3.3.2 be attended by the Agency's Representative and the Client's Representative; and~~
 - ~~3.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client's Representative and any other recipients agreed at the relevant meeting.~~
- 3.4 ~~The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client's Representative at each meeting.~~
- 3.5 ~~The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.~~

4. Satisfaction Surveys

- 4.1 ~~The Client may undertake satisfaction surveys in respect of the Agency's provision of the Deliverables. The Client shall be entitled to notify the Agency of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.~~

Call-Off Schedule 15 (Call-Off Contract Management) (Not Used)

Call-Off Schedule 16 (Benchmarking) (Not Used)

Call-Off Schedule 18 (Background Checks)(Not Used)

Call-Off Schedule 20 (Call-Off Specification)

- 1.1 The Agency must source and/or provide stock imagery, footage and sound libraries including managing the rights associated with any materials supplied to the Client.
- 1.2 The Agency must interact with a wide range of stakeholders from the Client and assets will be used both domestically, internationally and across a range of formats including but not limited to:

1.2.1 Paid Media Advertising:

- Print
- Moving Image
- OOH
- TV
- Cinema
- On-Line
- Owned Media
- Government/Client Websites
- Editorial content
- Print
- Moving Image
- On-line
- Educational collateral
- Print
- Moving Image
- On-line

- 1.3 The Agency must make recommendations to the Client which will enable the Client to achieve best value for money through buying of Stock Imagery, Footage and Sound through this Lot.

- 1.4 The Agency must include, but is not limited to the following Account management requirements :

- Fully inclusive technical support
- A key point of contact for escalation purposes

- 1.5 The Agency must deliver different service options including but not limited to:

- A managed service for complex requests
- As a self-serve agency for less complex requirements
- Different levels of account management according to subscription models

- 1.6 The Client may need to provide, but not limited to the following Additional services:

- Account Management Services
- Rights Clearance
- Rights Management
- Library Search service - automated metadata, automated AI, web based
- Technical support eg. resizing and retouching
- Delivery/upload to Client DAM system, Client or Publisher

1.7 The Agency must be able to provide stock assets including but not limited to:

- Royalty Free images
- Royalty Free footage
- Rights Managed images
- Rights Managed footage
- Stock Images
- Stock Footage
- Licensed Catalogue/Music Library
- Royalty Free/Out of Copyright - Music Library recordings of public domain works

1.8 The Agency might be required to provide original music if specified by the Client. This might represent a small part of the scope and high value original music or licensed music tracks will be managed by the Client.

1.9 The Agency should include overall detail around the Usage rights requirements for the Client including how the assets should be controlled and how usage rights should be applied.

1.10 The Client might require music for the widest range of uses from broadcast to public events, and government internal meetings both in the UK and overseas.

1.11 Additional services in this area that the Agency may include but are not limited to:

- Providing briefing templates for rights management to the Client including all potential usage options
- Responsibility for managing the Rights of all materials submitted to and purchased by the Client
- Clarity of definitions around usage rights and management of the risks of infringement
- The Agency must have the ability to comply with the Client's preferred way of asset management. This will include but is not limited to:
 - uploading content to the Client specified digital asset management platform
 - extraction of assets in a compliant way

1.12 Creative Support – The Client may require creative and editing services for the Stock Imagery, Footage and Sound. The Agency must provide access to the suitable talent for these services. This includes but is not limited to:

- deploy talent to best suit the Clients' requirements
- retain suitable talent working on the Clients' requirements
- actively develop talent over the duration of the Call off contract Term
- maintain a motivated pool of talent and appropriately managing performance.

1.13 Stock Image and Footage Services may include but are not limited to:

- masking
- colour correction
- pack shots
- changing pack labels
- clipping paths
- moving an image on a layer(s) or to another layer(s)
- scaling images
- extending for bleeds
- simple clean-up
- image resolution adjustments up or down
- batch-processing
- using actions, plug-ins, scripts and automation for general clean-up
- colour modes changes
- other enhancements:
 - Music and Sound: Studio mixing and editing of tracks

Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Client is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

1.3.14 unless otherwise provided, references to "**Buyer**" or "**Client**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Advertising Regulations"	a present or future applicable code of practice or adjudication of the Committee of Advertising Practice, Broadcast Committee of Advertising Practice or the Advertising Standards Authority (including any applicable modification, extension or replacement thereof), together with other UK laws, statutes and regulations which are directly applicable to the Deliverables;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agency"	the person, firm or company identified in the Framework Award Form;

"Agency Assets"	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;
"Agency Authorised Representative"	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
"Agency's Confidential Information"	<p>any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency;</p> <p>any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
"Agency's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Client prior to the appointment;
"Agency Equipment"	The Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
"Agency Marketing Contact"	shall be the person identified in the Framework Award Form;
"Agency Non-Performance"	<p>where the Agency has failed to:</p> <p>Achieve a Milestone by its Milestone Date;</p> <p>provide the Service and/or Goods in accordance with the Service Levels; and/or</p> <p>comply with an obligation under a Contract;</p>
"Agency Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Agency Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;

"Agency Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Audit"	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none">) verify the accuracy of the Charges and any other amounts payable by a Client under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);) verify the costs of the Agency (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;) verify the Open Book Data;) verify the Client's and each Subcontractor's compliance with the Contract and applicable Law;) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Agency of the purpose or objective of its investigations; <p>identify or investigate any circumstances which may impact upon the financial stability of the Agency, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <ul style="list-style-type: none">) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;) review any books of account and the internal contract management accounts kept by the Agency in connection with each Contract including job or activity level accounts and reconciliations of estimated to actual Charges and costs (including the costs of all Subcontractors, any third-party suppliers, any group or associated companies and any travel and subsistence costs recharged by the Agency); <p>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <ul style="list-style-type: none">) monitor the performance of a Statement of Work against its objectives; <p>or</p>

	verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
"Auditor"	<p>the Relevant Authority's internal and external auditors;</p> <p>) the Relevant Authority's statutory or regulatory auditors;</p> <p>) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>) HM Treasury or the Cabinet Office or GCS;</p> <p>) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>successors or assigns of any of the above;</p>
"Authorised Client Approver"	any personnel of the Client who have the authority to contractually bind the Buyer in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Agency must be notified if they change;
"Authorised Agency Approver"	any personnel of the Agency who have the authority to contractually bind the Agency in all matters relating to a Call-Off Contract. They must be named in the applicable Statement of Work, and the Buyer must be notified if they change;
"Authority"	CCS and each Client;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Agency;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Branding Guidance"	the agency marketing toolkit which includes logos and guidance provided by CCS to the Agency;
"Brief"	a statement issued by the Client detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure and included as Call-Off Schedule 20 (Call-Off Specification);
"Buyer"	means the Client;

"Buyer Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Client and the Agency (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form including any subsequently agreed Statements of Work;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;

"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>Non-Ministerial Department; or</p> <p>Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Agency by the Client under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Agency of its obligations under the Call-Off Contract less any Deductions and the GCS Management Charge;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Client"	the relevant public sector purchaser identified as such in the Order Form;
"Client Assets"	the Client's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Client and which is or may be used in connection with the provision of the Deliverables which remain the property of the Client throughout the term of the Contract;
"Client Authorised Representative"	the representative appointed by the Client from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Client Premises"	premises owned, controlled or occupied by the Client which are made available for use by the Agency or its Subcontractors for the provision of the Deliverables (or any of them);
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Agency, its IPR or its business or which the Agency has indicated to the Authority that, if disclosed by the Authority, would cause the Agency significant commercial disadvantage or material financial loss;

"Comparable Supply"	the supply of Deliverables to another Client of the Agency that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Agency who is responsible for ensuring that the Agency complies with its legal obligations;
"Confidential Information"	means any information, however and whenever it is conveyed, that relates to the business, affairs, developments, trade secrets, Briefs, Know-How, personnel and suppliers of CCS, the Client or the Agency, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Agency or the Agency Staff and the duties owed to CCS or any Client under a Contract, in the reasonable opinion of the Client or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Agency;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Agencies must interact with CCS and Clients under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Agency in providing the Deliverables: b) the cost to the Agency or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Agency Staff, including:

	<p>base salary paid to the Agency Staff;</p> <p>employer's National Insurance contributions;</p> <p>) pension contributions;</p> <p>) car allowances;</p> <p>any other contractual employment benefits;</p> <p>) staff training;</p> <p>) work place accommodation;</p> <p>i) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>) reasonable recruitment costs, as agreed with the Client;</p> <p>) costs incurred in respect of Agency Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Agency Assets by the Agency to the Client or (to the extent that risk and title in any Agency Asset is not held by the Agency) any cost actually incurred by the Agency in respect of those Agency Assets;</p> <p>) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Agency in the provision of the Deliverables; and</p> <p>) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>Overhead;</p> <p>financing or similar costs;</p> <p>) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Agency Assets or otherwise;</p> <p>taxation;</p> <p>) fines and penalties;</p> <p>) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;

"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	The UK GDPR, as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Delay Payments (if applicable), or any other deduction which the Client is paid or is payable to the Client under a Call-Off Contract;
"Default"	any breach of the obligations of the Agency (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Agency, of its Subcontractors or any Agency Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Agency is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Agency to the Client in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Service and/or Goods that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Client by the either (a) confirmation in writing to the Agency; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Agency to the Client under a Contract as:</p> <p>would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Client to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>is required by the Agency in order to provide the Deliverables; and/or</p> <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Agency by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Client;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Client in the first Contract Year specified in the Order Form;

"Estimated Yearly Charges"	means for the purposes of calculating each Party's annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council;

	vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Agency for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Agency, the Agency Staff or any other failure in the Agency or the Subcontractor's supply chain;

"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Agency and CCS;
"Framework Contract"	the framework agreement established between CCS and the Agency in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Clients by the Agency pursuant to the FTS Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Suppliers"	all suppliers able to bid for work following the conclusion of the procurement under the FTS Notice;
"Framework Tender Response"	the tender submitted by the Agency to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GCS"	the professional body for public service communicators working in government departments, agencies and arm's length bodies;
"GCS Management Charge"	the sum specified in the Framework Award Form payable by Central Government Bodies to the Agency on behalf of CCS;
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and

	b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Agency) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Agency by or on behalf of the Authority; or ii) the Agency is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Client's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

	<ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Agency's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Agency and the Client;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

	<p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
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"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Agency shall invoice the Client as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Agency (or to which the Agency has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Agency substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Performance Indicators" or "KPIs"	the performance measurements and targets in respect of the Agency's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Client performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p>

	<p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Agency shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Letter of Appointment Template"	the template in Framework Schedule 6 (Letter of Appointment Template and Call-Off Schedules);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Agency to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	<p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or

	c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Agency is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Moral Rights"	all rights described in Part I, Chapter IV of the Copyright Designs and Patents Act 1988 and any similar rights of authors anywhere in the world;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Agency (or by a third party on behalf of the Agency) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Agency's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Agency's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Agency under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Agency was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p>

	<p>b) any Tax return of the Agency submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Agency's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Agency Staff (free of any contingency) together with a list of actual hours worked from the time recording system and agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Agency Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables; e) the Agency Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Agency; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
"Order"	<p>means an order for the provision of the Deliverables placed by a Client with the Agency under a Contract;</p>

"Order Form"	a completed Letter of Appointment Template (or equivalent information issued by the Client) used to create a Call-Off Contract;
"Other Contracting Authority"	any actual or potential Client under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Agency's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Agency Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Agency, and in the in the context of a Call-Off Contract the Client or the Agency. "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;
"Progress Meeting"	a meeting between the Client Authorised Representative and the Agency Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Agency shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Agency indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Agency shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;

"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Client or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Proposal"	the tender submitted by the Agency in response to the Client's Brief following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Proposal);
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Agency to return Goods to the Agency or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;

"Rectification Plan"	<p>The Agency's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Agency proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Client's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Agency Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Agency Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<ul style="list-style-type: none"> a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and <p>information derived from any of the above;</p>

"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Agency is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Agency to the Client providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Client receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Client internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Agency to whom Transferring Agency Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Agency"	any third-party provider of Replacement Deliverables appointed by or at the direction of the Client from time to time or where the Client is providing Replacement Deliverables for its own account, shall also include the Client;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Agency has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Agency's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Client's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Agency) , as updated from time to time and notified to the Agency;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels)

	is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Agency as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Agency or any Subcontractor to a Replacement Agency or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Agency's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Agency manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Client and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Agency would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification);

	<ul style="list-style-type: none"> c) standards detailed by the Client in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Work"	a supplemental Order under a Call-Off Contract to refine the Deliverables needed to complete the Brief;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Agency, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	means the Agency;
"Supplier Assets"	all assets and rights used by the Agency to provide the Deliverables in accordance with the Call-Off Contract but excluding the Client Assets;
"Supplier Authorised Representative"	the representative appointed by the Agency named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> c) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Agency (including the Agency Existing IPR) trade secrets, Know-How, and/or personnel of the Agency; d) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Agency's attention or into the Agency's possession in connection with a Contract; e) Information derived from any of (a) and (b) above;

"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Agency to oversee the operation of the Call-Off Contract and any alternative person whom the Agency intends to appoint to the role, provided that the Agency informs the Buyer prior to the appointment;
"Supplier Equipment"	the Agency's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Agency (but not hired, leased or loaned from the Client) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Agency has failed to: <ul style="list-style-type: none"> c) Achieve a Milestone by its Milestone Date; d) provide the Goods and/or Services in accordance with the Service Levels; and/or e) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Agency Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Agency and/or of any Subcontractor engaged in the performance of the Agency's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Client to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Tax"	<ul style="list-style-type: none"> a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

	in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Territory"	The United Kingdom, unless specified otherwise in the applicable Statement of Work. Publication and marketing on globally accessible mediums such as the internet shall not mean that the Territory is deemed to be worldwide
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Agency for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Agency and/or the Agency's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Agency is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);

"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Agency Staff which the Client, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Agency Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Agency's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details		
This variation is between:	[delete as applicable: CCS / Client] ("CCS" "the Client") And [insert name of Agency] ("the Agency")	
Contract name:	[insert name of contract to be changed] ("the Contract")	
Contract reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: CCS/Client/Agency]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Agency to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Client to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete as applicable: CCS / Client]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the [delete as applicable: CCS / Client]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Agency

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)

7. THE INSURANCE YOU NEED TO HAVE

- 7.1 The Agency shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Agency shall ensure that each of the Insurances is effective no later than:
- 7.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 7.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 7.2 The Insurances shall be:
- 7.2.1 maintained in accordance with Good Industry Practice;
 - 7.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 7.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 7.2.4 maintained for at least six (6) years after the End Date.
- 7.3 The Agency shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Agency is legally liable.

8. HOW TO MANAGE THE INSURANCE

- 8.1 Without limiting the other provisions of this Contract, the Agency shall:
- 8.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 8.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Agency is or becomes aware; and
 - 8.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

9. WHAT HAPPENS IF YOU AREN'T INSURED

- 9.1 The Agency shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 9.2 Where the Agency has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Agency to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Agency.

10. EVIDENCE OF INSURANCE YOU MUST PROVIDE

- 10.1 The Agency shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

11. MAKING SURE YOU ARE INSURED TO THE REQUIRED AMOUNT

- 11.1 The Agency shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Agency shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

12. CANCELLED INSURANCE

- 12.1 The Agency shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 12.2 The Agency shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Agency shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

13. INSURANCE CLAIMS

- 13.1 The Agency shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Agency shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 13.2 Except where the Relevant Authority is the claimant party, the Agency shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be

made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 13.3 Where any Insurance requires payment of a premium, the Agency shall be liable for and shall promptly pay such premium.
- 13.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Agency shall be liable for such excess or deductible. The Agency shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

The Agency shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:

1. professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
2. public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and
3. employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than with a minimum limit of indemnity as required by Law.

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Agency's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from the Agency

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Agency acknowledges that the Client may have additional requirements in relation to corporate social responsibility. The Client expects that the Agency and its Subcontractors will comply with such corporate social responsibility requirements as the Client may notify to the Agency from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Agency shall support CCS and the Client in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

"**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Agency:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Agency Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any

allegation of slavery or human trafficking offenses anywhere around the world.

- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Client and Modern Slavery Helpline.

4. Income Security

4.1 The Agency shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Agency Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.3 not make deductions from wages:
 - (a) as a disciplinary measure
 - (b) except where permitted by law; or
 - (c) without expressed permission of the worker concerned;
- 4.1.4 record all disciplinary measures taken against Agency Staff; and

- 4.1.5 ensure that Agency Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Agency shall:

- 5.1.1 ensure that the working hours of Agency Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Agency Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - (a) the extent;
 - (b) frequency; and
 - (c) hours worked;by individuals and by the Agency Staff as a whole;

- 1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

- 1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- 1.3.1 this is allowed by national law;
- 1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and
- 1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

- 1.4 All Agency Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

2. Sustainability

- 2.1 The Agency shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1** The Agency is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form but this does not remove or reduce the Agency's liability for its performance of the Contract.
- 1.2** The Agency is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form but this does not remove or reduce the Agency's liability for its performance of the Contract.
- 1.3** Where during the Contract Period the Agency wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Client and the Agency shall, at the time of requesting such consent, provide CCS and the Client with the information detailed in Paragraph 1.4. The decision of CCS and the Client to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Client consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Client may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
- 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- The Agency shall provide CCS and the Client with the following information in respect of the proposed Key Subcontractor:
- 1.3.4 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.5 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.6 where the proposed Key Subcontractor is an Affiliate of the Agency, evidence that demonstrates to the reasonable satisfaction of the CCS and the Client that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.7 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.3.8 for the Client, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and
 - 1.3.9 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

- 1.4** If requested by CCS and/or the Client, within ten (10) Working Days of receipt of the information provided by the Agency pursuant to Paragraph 1.4, the Agency shall also provide:
- 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by CCS and/or the Client.
- 1.5** The Agency shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.5.1 provisions which will enable the Agency to discharge its obligations under the Contracts including without limitation Call-Off Schedule 15 (Call Off Contract Management);
 - 1.5.2 a right under CRTPA for CCS and the Client to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Client respectively;
 - 1.5.3 a provision enabling CCS and the Client to enforce the Key Sub-Contract as if it were the Agency;
 - 1.5.4 a provision enabling the Agency to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Client;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Agency under the Framework Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the confidentiality requirements set out in Clause 15 (What you must keep confidential);
 - (c) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (d) the obligation not to embarrass CCS or the Client or otherwise bring CCS or the Client into disrepute;
 - (e) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (f) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Agency to terminate the Key Sub-Contract on notice on terms no more onerous on the Agency than those imposed on CCS and the Client under Clauses 10.4 (When CCS or the Client can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Agency under the Key Sub-Contract without first seeking the written consent of CCS and the Client.

Joint Schedule 7 (Financial Difficulties)

1. id Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Credit Rating Threshold"	1 the minimum credit rating level for the Monitored Company as set out in Annex 2 and
"Financial Distress Event"	2 the occurrence or one or more of the following events: <ul style="list-style-type: none">a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;d) Monitored Company committing a material breach of covenant to its lenders;e) a Key Subcontractor (where applicable) notifying CCS that the Agency has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; orf) any of the following:<ul style="list-style-type: none">i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;ii) non-payment by the Monitored Company of any financial indebtedness;iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or

iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

3 in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;

"Financial Distress Service Continuity Plan"

4 a plan setting out how the Agency will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;

"Monitored Company"

5 Agency

"Rating Agencies"

6 the rating agencies listed in Annex 1.

When this Schedule applies

1.2 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

1.3 The terms of this Schedule shall survive:

1.3.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and

1.3.2 under the Call-Off Contract until the termination or expiry of the Call-Off Contract.

What happens when your credit rating changes

1.4 The Agency warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

1.5 The Agency shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

1.6 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Agency shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such

other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company; |
| B | is the value of all marketable securities held by the Agency the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored and: |
| D | is the value at the relevant date of the current liabilities of the Monitored Company. |

1.7 The Agency shall:

- 1.7.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 1.7.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and, in any event, ensure that such notification is made within 10 Working Days of the date on which the Agency first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

- 1.8 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

What happens if there is a financial distress event

- 1.9 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Agency), the Agency shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 1.10 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Agency has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise

any of its rights or remedies under Paragraph 4.3 without first giving the Agency ten (10) Working Days to:

1.10.1 rectify such late or non-payment; or

1.10.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

1.11 The Agency shall and shall procure that the other Monitored Companies shall:

1.11.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

1.11.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

1.12 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Agency of its reasons and the Agency shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

1.13 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

1.14 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Agency shall:

1.14.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

- 1.14.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 1.14.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 1.15 Where the Agency reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Agency may be relieved of its obligations under Paragraph 4.64.6.
- 1.16 CCS shall be able to share any information it receives from the Client in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Agency.

When CCS or the Client can terminate for financial distress

- 1.17 CCS shall be entitled to terminate this Contract and Clients shall be entitled to terminate their Call-Off Contracts for material Default if:
 - 1.17.1 the Agency fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 1.17.2 CCS and the Agency fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 1.17.3 the Agency fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.
- 1.18 If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

What happens If your credit rating is still good

- 1.19 Without prejudice to the Agency's obligations and CCS' and the Client's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
 - 1.19.1 the Agency shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
 - 1.19.2 CCS shall not be entitled to require the Agency to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 1: RATING AGENCIES

Dun & Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Agency	45

Joint Schedule 8 (Guarantee) (Not Used)

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]	
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]	
Signed by [CCS/Client]:		Date:
Agency [Revised] Rectification Plan		
Cause of the Default	[add cause]	
Anticipated impact assessment:	[add impact]	
Actual effect of Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Agency:		Date:	
Review of Rectification Plan [CCS/Client]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Client]		Date:	

Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; and
"Supplier"	means the Agency;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
 - (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7.** Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 8.** The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9.** Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable

certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of

security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

- 27.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 28.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 29.** Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i>• <i>Images shared by the Supplier to the Relevant Authority for the purposes outlined in this contract.</i>
Duration of the Processing	<p><i>In accordance with the Relevant Authority's retention schedule in accordance with the relevant record whereby the image is used.</i></p>
Nature and purposes of the Processing	<p><i>The nature and purposes of the processing is to cover the sharing of royalty free images from the Supplier to the Relevant Authority. These will be utilised by, but not limited to, the Communications and Marketing Team within the NHSBSA.</i></p>
Type of Personal Data	<p><i>Images of individuals</i></p>

Categories of Data Subject	<i>Individuals included in the images</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Not applicable. The Relevant Authority will retain the images in line with the NHSBSA retention schedule. No images will be returned to the supplier following termination of this contract.</i>

Annex 2 - Joint Controller Agreement (Not Used)

1. ~~Joint Controller Status and Allocation of Responsibilities~~

~~1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.~~

~~1.2 The Parties agree that the [Supplier/Relevant Authority]:~~

- ~~(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;~~
- ~~(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;~~
- ~~(c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;~~
- ~~(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and~~
- ~~(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).~~

~~1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.~~

2. ~~Undertakings of both Parties~~

~~1.1.2.1 The Supplier and the Relevant Authority each undertake that they shall:~~

- ~~(a) report to the other Party every [x] months on:~~
 - ~~(i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);~~

- ~~(ii) — the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;~~
- ~~(iii) — any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;~~
- ~~(iv) — any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and~~
- ~~(v) — any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,~~

~~that it has received in relation to the subject matter of the Contract during that period;~~

- ~~(b) — notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);~~
- ~~(c) — provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;~~
- ~~(d) — not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;~~
- ~~(e) — request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;~~
- ~~(f) — ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;~~
- ~~(g) — take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:~~
 - ~~(i) — are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;~~

- (ii) ~~are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and~~
- (iii) ~~have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;~~
- (h) ~~ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:~~
 - (i) ~~nature of the data to be protected;~~
 - (ii) ~~harm that might result from a Personal Data Breach;~~
 - (iii) ~~state of technological development; and~~
 - (iv) ~~cost of implementing any measures;~~
- (i) ~~ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and~~
- (j) ~~ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.~~

~~1.1.2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.~~

~~3. Data Protection Breach~~

~~1.1.3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:~~

- (a) ~~sufficient information and in a timescale, which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and~~
- (b) ~~all reasonable assistance, including:~~

- (i) ~~co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;~~
- (ii) ~~co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;~~
- (iii) ~~co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or~~
- (iv) ~~providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.~~

~~1.1.3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:~~

- ~~(a) the nature of the Personal Data Breach;~~
- ~~(b) the nature of Personal Data affected;~~
- ~~(c) the categories and number of Data Subjects concerned;~~
- ~~(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;~~
- ~~(e) measures taken or proposed to be taken to address the Personal Data Breach; and~~
- ~~(f) describe the likely consequences of the Personal Data Breach.~~

~~4. Audit~~

~~1.1.4.1 The Supplier shall permit:~~

- ~~(a) the Relevant Authority, or a third party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or~~

- ~~(b) — the Relevant Authority, or a third party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.~~

~~1.1.4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.~~

~~5. — Impact Assessments~~

~~1.1.5.1 The Parties shall:~~

- ~~(a) — provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and~~
- ~~(b) — maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.~~

~~6. — ICO Guidance~~

~~The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.~~

~~7. — Liabilities for Data Protection Breach~~

~~1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:~~

- ~~(a) — if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and~~

at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

~~(b) — if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or~~

~~(c) — if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).~~

~~1.1.7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.~~

~~1.1.7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):~~

~~(a) — if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;~~

~~(b) — if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses; and~~

~~(c) — if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.~~

~~1.1.7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.~~

~~8. — Termination~~

~~If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (Ending the contract).~~

~~9. Sub Processing~~

~~1.1.9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:~~

- ~~(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and~~
- ~~(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.~~

~~10. Data Retention~~

~~The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.~~

Joint Schedule 12 (Supply Chain Visibility)(Not Used)