

**OFFICIAL SENSITIVE**

**Call-Off Schedule 24 (Special Terms)**

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**DEPARTMENT OF HEALTH AND SOCIAL CARE**

**AND**

**MITIE FM LIMITED**

**COVID19 - FM SERVICES SITES CONTRACT**

**RM3830/L1C FACILITIES MANAGEMENT**

**CONTRACT REFERENCE: CCZI20A17**

Ref: RM3830

Covid19 - FM Services Sites Contract

v0.1

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CALL-OFF SCHEDULE 24

SPECIAL TERMS

1. SPECIAL TERM 1 - DEFINITIONS

- 1.1 In this Schedule, and the annexes to this Call-Off Contract where applicable, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Additional Services"</b>	<p>the additional services in respect of:</p> <ul style="list-style-type: none"><li>(a) Prison Testing (as detailed in Annex K and L of Attachment 3 – Specification);</li><li>(b) services in relation to any Self-Administered Testing at locations other than Testing Facilities as required by the Buyer (including care homes); or</li><li>(c) management of any Testing Facility (or part of that Testing Facility) used for any other purpose related to Covid-19 Testing (including the provision of vaccinations to patients by the Buyer and/or third party suppliers);</li></ul> <p>any of which are to be provided by the Supplier as part of the Services at the request of the Buyer in accordance with Special Term 2;</p>
<b>"Buyer PPE"</b>	<p>PPE to be provided by the Buyer to the Supplier for the purposes of provision of the Services as agreed between the Parties;</p>
<b>"Contract Performance Notice"</b>	<p>a notice issued by the Buyer in accordance with Special Term 8.2 detailing the relevant failure by the Supplier to meet its obligation(s) under this Call-Off Contract;</p>
<b>"COVID-19 Testing"</b>	<p>any UK Government approved COVID-19 test to be carried out at each Testing Facility as notified to the Supplier (each being a "COVID-19 Test");</p>
<b>"CPN Meeting"</b>	<p>has the meaning set out in Special Term 8.3;</p>
<b>"FM Personal Data"</b>	<p>Personal Data required for any Permitted Purpose including, but not limited to, the Personal Data of the Supplier's employees working at Testing Facilities, that is shared by the Supplier with the Buyer for the Initial Permitted Purpose;</p>
<b>"Infrastructure"</b>	<p>infrastructure provided by the Buyer to be maintained and managed by the Supplier and required to facilitate the</p>

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delivery of the Services as stated in Annex A – Deliverables Matrix;

<b>"Initial Permitted Purpose"</b>	to: <ol style="list-style-type: none"> <li>(1) monitor cases of COVID-19, identify trends and implement controls; and</li> <li>(2) identify where an outbreak of COVID-19 occurs and to send the information to the relevant Public Health Body;</li> </ol>
<b>"Joint Controllers"</b>	two (2) or more Controllers that jointly determine the purposes and means of processing;
<b>"Local Testing Site"</b>	a testing site which is typically in small areas with access to patients for the purpose of COVID-19 Testing. Self-Administered Testing is carried out on a walk in basis only. A Local Testing Site can be located inside buildings, outside with tented coverage, or in modular units;
<b>"Local Testing Site Equipment"</b>	modular units, trucks, trailers and any other equipment provided by the Buyer to the Supplier to form a Local Testing Site;
<b>"Mobile Testing Unit or MTU "</b>	a mobile self-contained vehicle testing unit which is deployed to various locations providing access to patients for the purpose of COVID-19 Testing. Self-Administered Testing is carried out on a walk in basis only;
<b>"MTU Vehicles"</b>	vehicles provided by the Buyer for use as MTUs;
<b>"Permitted Purpose"</b>	any purpose notified by the Buyer to the Supplier in writing including, but not limited to, the Initial Permitted Purpose.;
<b>"PPE or Personal Protective Equipment"</b>	all personal protective equipment required by the Supplier to protect the health and safety of individuals (including Supplier Staff and members of the public attending the Testing Facilities for the purposes of COVID-19 Testing) for the purposes of carrying out the Services;
<b>"Prison Testing"</b>	services in relation to the provision of Self-Administered Testing carried out at prisons (or other custodial facilities) as more particularly described in Annex K - Prison Testing Specification and Annex L - COVID-19 Prisons Testing Programme SOP;
<b>"Processor"</b>	has the meaning given to it in the GDPR;

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<b>"Real Living Wage"</b>	the Living Wage or London Living Wage (as applicable to the relevant location of the Services), being the non-statutory minimum hourly rate of pay as set by the Living Wage Foundation at <a href="http://www.livingwage.org.uk">www.livingwage.org.uk</a> ;
<b>"Rectification Review Meeting"</b>	a review meeting referred to in Special Term 8.7 held between the Buyer and Supplier to take place as notified and required by the Buyer provided that such review meeting shall take place not less than fortnightly (unless otherwise determined by the Buyer);
<b>"Regional Testing Site or RTS"</b>	means a testing site which is typically located in large areas with access to patients for the purpose of COVID-19 Testing. Self-Administered Testing is carried out on a drive through basis only;
<b>"Resource Allocation Notice"</b>	a notice given by the Buyer to the Supplier in respect of changes to workforce allocation requirements at any Testing Facility in accordance with the requirements set out in Annex E – Buyer Specific Requirements;
<b>"Recipient"</b>	has the meaning set out in Special Term 10.7;
<b>"Request"</b>	has the meaning set out in Special Term 10.7;
<b>"Requesting Party"</b>	has the meaning set out in Special Term 10.4.2;
<b>"Self-Administered Testing"</b>	a self-administered COVID-19 Test, involving the patient taking a nasal swab as well as a swab of the back of the throat (or any other self-administered form of testing as specified by the Buyer);
<b>"Support of Service Evaluations of Test Devices"</b>	the service in respect of evaluating new testing methods and devices as more particularly described in Annex E – Buyer Specific Requirements of Attachment 3 (Specification).
<b>"Terms of Occupation"</b>	the lease or licence enabling the Buyer's occupation of the relevant Testing Facility;
<b>"Tests and Testing"</b>	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" shall be construed accordingly provided that for the avoidance of doubt this does not relate to COVID-19 Testing as defined in this Schedule 24 (Special Terms);
<b>"Testing Facility"</b>	either a Regional Testing Site, Local Testing Site, Mobile Testing Unit (including any fixtures, fittings, equipment or

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third party assets at or on such facility) or other facility (which may include prisons and other custodial facilities) that is managed by the Supplier and that facilitates the provision of COVID-19 Testing and/or other Additional Services such as but not limited to the provision of COVID-19 vaccinations to members of the public.

For the avoidance of doubt and for the purposes of this Call-Off Contract any reference to Building and/or Buyer Premises has the same meaning as Testing Facility.

**"Testing Kits"**

the component parts of testing kits to be provided by the Buyer to the Supplier for the purposes of the provision of COVID-19 Testing.

- 1.2 The following defined terms in Joint Schedule 1 (Definitions) shall be amended to read as follows:

**"Call-Off Initial Period"**

the Initial Period of a Call-Off Contract specified in the Order Form; following the Start Date when the Services commence;

**"Force Majeure Event"**

any event outside the reasonable control of either Party affecting its performance of its obligations under the Call-Off 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 acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding:

- (a) any industrial dispute relating to the Supplier or the Supplier Personnel;
- (b) any other failure in the Supplier's or a Subcontractor's supply chain
- (c) any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union; or
- (d) any event or other consequence arising as a result of or in connection with the COVID-19 pandemic except for circumstances caused by or related to the COVID-19 pandemic which are changes in applicable Law and/or governmental guidance which mean that the Services cannot be provided as set out in this Call-Off Contract (in all material respects) without such Laws and/or government guidance being breached, or if the

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Supplier can reasonably demonstrate that despite all reasonable endeavours, it is unable to secure non-COVID-19 infected personnel to provide the Services due to the levels of COVID-19 infections in the population of the United Kingdom.

**"GDPR"**

means the General Data Protection Regulation 2016/679 as implemented by the European Union (Withdrawal) Act 2018 and as amended from time to time including by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2020);

**"Mobilisation Period"**

is a maximum three (3) Month period, following the Start Date and as detailed further in Special Term 5 and Call-Off Schedule 13 – Mobilisation Plan and Testing (or unless stated otherwise in the Order Form);

**"Services"**

services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form (including, if applicable, the Additional Services in accordance with Special Term 2 contained in Schedule 24 (Special Terms));

**"Sites"**

any premises (including the Buyer Premises, Testing Facilities, the Supplier's premises or third party premises) from, to or at which:

- a) the Deliverables are (or are to be) provided; or
- b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;

**"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;

**"Supplier Staff also referred to as Supplier Personnel"**

all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract.

**2. SPECIAL TERM 2 – ADDITIONAL SERVICES**

- 2.1 The Buyer has the option (at its absolute discretion) to request that any of the Additional Services are provided by the Supplier at any Testing Facility under this Call-Off Contract during the Contract Period. Where the Buyer exercises this option:

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- 2.1.1 subject to Special Term 2.1.3, the Additional Services will be added to the scope of the Services to be provided under this Call-Off Contract in accordance with the variation procedure set out in clause 24 (Changing the contract) of the Core Terms;
- 2.1.2 the Additional Services shall be delivered by the Supplier in accordance with the terms of this Call-Off Contract and the Call-Off Tender; and
- 2.1.3 where the terms and prices for the provision of the Additional Services are contained and fixed in the Call-Off Tender these shall not be subject to change or further negotiation as part of the variation procedure and the Supplier shall have no right to object to the request to provide the Additional Services as part of the variation procedure.

**3. SPECIAL TERM 3 - BUYER ASSETS**

- 3.1 For the purposes of this Call-Off Contract, the definition of Buyer Assets shall include Infrastructure, Buyer PPE, Testing Kits, MTU Vehicles, Local Testing Site Equipment and any other assets identified as to be provided by the Buyer in the inventory contained in Annexes F - C19 Regional Test Centre Operating Overview, G - C19 - Local Test Centre Operating Overview, H - C19 Mobile Testing Unit Operating Overview and I (Required Inventory) of Attachment 3 (Specification).
- 3.2 Where the Buyer provides Buyer Assets free of charge to the Supplier such Buyer Assets shall be and shall remain the property of the Buyer and the Supplier shall hand over any such Buyer Assets at the End Date or on removal of any Testing Facility from the scope of this Call-Off Contract (as applicable) or if requested by the Buyer.
- 3.3 The Buyer Assets shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within two (2) Working Days of receipt, save in respect of Buyer PPE and Testing Kits provided by the Buyer where the Supplier shall inform the Buyer within one (1) calendar day of becoming aware of any issues in relation to such items.
- 3.4 The Supplier shall maintain the Buyer Assets in accordance with this Call-Off Contract and shall use the Buyer Assets solely in connection with the provision of the Services.
- 3.5 The Supplier shall ensure all Buyer Assets whilst in its possession, either on the Testing Facilities or elsewhere during the supply of the Services, are secured in accordance with Good Industry Practice.
- 3.6 The Supplier shall inform the Buyer within two (2) Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Buyer Assets save in respect of Buyer PPE or Testing Kits provided by the Buyer where the Supplier shall inform Buyer within one (1) calendar day of becoming aware of any issues in relation these items.

**4. SPECIAL TERM 4 - ACCESS AND SITES**

- 4.1 With effect from the Start Date, the Buyer shall grant the Supplier a non-exclusive and revocable licence to enter the required Testing Facility for the sole purpose of providing the Services to the Buyer. The licence shall be subject to the conditions of this Contract, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the Parties.

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- 4.2 The licence granted pursuant to Special Term 4.1 shall terminate immediately on the End Date.
- 4.3 The Supplier has no right to exclude the Buyer from any part of the Testing Facility and the Buyer reserves the right at all times to permit other parties to use the Testing Facility.
- 4.4 The Supplier shall not alter or modify any part of the Testing Facility, unless such alteration or modification is part of the Services to be provided by the Supplier and has been agreed in writing by the Buyer.
- 4.5 The Supplier shall ensure that when visiting the Testing Facility , the Supplier's Staff and Subcontractors (as applicable) shall:
  - 4.5.1 keep the Testing Facility clean, tidy and properly secure;
  - 4.5.2 co-operate as far as may be reasonably necessary with the Buyer's employees and any other of its other contractors;
  - 4.5.3 act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Buyer;
  - 4.5.4 comply with all rules and regulations that the Buyer notifies to the Supplier from time to time in writing relating to the use and security of the Testing Facilities; and
  - 4.5.5 comply with all rules and regulations that are contained in the Terms of Occupation for the relevant Testing Facility that the Buyer makes aware to the Supplier from time to time relating to the use and security of the Testing Facilities.
- 4.6 The Supplier shall ensure that the Supplier's Staff and Subcontractors (as applicable) shall not:
  - 4.6.1 obstruct access to the Testing Facility, or any part of them; or
  - 4.6.2 do or permit to be done on the Testing Facility anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Buyer or the occupiers of or visitors to the Testing Facility or the Testing Facility itself.
- 4.7 The Supplier shall notify the Buyer immediately on becoming aware of any damage caused by the Supplier's Staff or Subcontractors (as applicable) to any property of the Buyer (including the Buyers Assets), or to any of the relevant Testing Facilities in the course of providing the Services. The Supplier shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this Contract or otherwise, the Buyer shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Supplier under this Contract.
- 4.8 Where any such repair or replacement referred to in Special Term 4.7 is required, the parties shall discuss and agree which party is responsible for the carrying out of such repair or replacement and the required timescales for doing so.



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**5. SPECIAL TERM 5 – MOBILISATION PERIOD**

- 5.1 The Supplier shall provide a draft Mobilisation Plan seven (7) days after the Call-Off Contract Start Date.
- 5.2 Due to the nature of the required Services supporting the UK Government's response to the COVID-19 pandemic, the Mobilisation Period shall commence after the Start Date to ensure that:
  - 5.2.1 service continuity is maintained to Services that are already being delivered by the Supplier (where the Supplier is the Former Supplier at the relevant Testing Facility or Testing Facilities);
  - 5.2.2 the Services are effectively and flexibly transitioned from a Former Supplier to the Supplier (where the Supplier is not the Former Supplier at the relevant Testing Facility or Testing Facilities) as per the agreed Mobilisation Plan; and
  - 5.2.3 new Testing Facilities required by the Buyer can be set-up, resourced and invoiced accordingly to the timescales agreed between the Supplier and the Buyer after the Start Date.
- 5.3 All Testing Facilities shall be fully mobilised and, where Special Term 5.2.2 applies, transitioned from the Former Supplier to the Supplier, by the end of the Mobilisation Period and as agreed within the Mobilisation Plan.
- 5.4 During the Mobilisation Period, the Supplier shall produce a Mobilisation Plan seven (7) days after the draft Mobilisation Plan has been approved as detailed in Call-Off Schedule 13 – Mobilisation Plan and Testing and discuss and agree the Mobilisation Plan with the Buyer.
- 5.5 Where, in accordance with the Mobilisation Plan (which must have been approved by the Buyer), the Supplier considers that the Services are ready to commence at a particular Testing Facility or number of Testing Facilities it shall complete Annex A – Testing Facility Sign-off Sheet (Mobilisation Period) and issue it to the Buyer.
- 5.6 Once Annex A – Testing Facility Sign-Off Sheet (Mobilisation Period) has been discussed and approved by the Buyer and it is agreed that the Services shall commence at the relevant Testing Facility or Testing Facilities, the relevant Services shall commence in accordance with this Call-Off Contract, and the Parties shall follow the processes set out in Call-Off Schedule 5 – Call-Off Pricing to invoice the Services delivered during each Service Month accordingly.

**6. SPECIAL TERM 6 – ADDING AND REMOVING TESTING FACILITIES**

- 6.1 Subject to Special Term 6.2, during the Contract Period the Buyer may, at its absolute discretion, add or remove any individual Testing Facility (or any part(s) of a Testing Facility) or any combination of Testing Facilities from the scope of this Call-Off Contract.
- 6.2 Where the Buyer elects to exercise its right pursuant to Special Term 6.1, the addition or removal of any Testing Facilities (or any part(s) of a Testing Facility) shall be implemented in accordance with the variation procedure set out in clause 24 (Changing the contract) of the Core Terms, and in accordance with the requirements set out in Annex E – Buyer Specific Requirements and Annex M - Programme Management and Site Build Team – Build & Run Phase provided that:

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- 6.2.1 the Buyer shall be entitled to add or remove any Testing Facility (or any part(s) of a Testing Facility) on not less than ten (10) calendar days' written notice or such other period of time as may be agreed between the Buyer and the Supplier;
- 6.2.2 the Supplier shall not have any right to reject the addition or removal of a Testing Facility (or any part(s) of a Testing Facility);
- 6.2.3 any impact on the Charges shall be calculated in accordance with the provisions of this Call-Off Contract relating to the Charges and the Fixed Fee Pricing Matrix as submitted in the Further Competition; and
- 6.2.4 the Buyer shall have no liability to the Supplier in respect of any costs incurred by the Supplier as a result of the removal of a Testing Facility (or any part(s) of a Testing Facility) in accordance with this Special Term 6.
- 6.3 Where any Testing Facilities (or any part(s) of a Testing Facility) are removed from the scope of this Call-Off Contract pursuant to this Special Term 6 the Supplier must adhere to the exit requirements stated within section 12 of Annex E – Buyer Specific Requirements or as otherwise agreed between the Buyer and Supplier.
- 6.4 For the avoidance of doubt, the removal of any individual Testing Facility (or any part(s) of a Testing Facility) or any combination of Testing Facilities from the scope of this Call-Off Contract in accordance with this Special Term 6 shall not constitute partial termination of this Call-Off Contract.

**7. SPECIAL TERM 7 – ENDING THE CONTRACT WITHOUT REASON**

- 7.1 Core Term 10.3.2 shall be deleted and replaced with the following:

Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- 7.2 Where the Buyer terminates the Call-Off Contract in accordance with Core Term 10.3.2 (as replaced by Special Term 7.1) the costs set out in paragraph 2.1.2 of Call-off Schedule 4 (Facilities Management) shall not be payable to the Supplier.

**8. SPECIAL TERM 8 – CONTRACT PERFORMANCE MANAGEMENT**

- 8.1 Special Terms 8.2 to 8.7 are in addition to the Buyer's existing rights, remedies and other provisions relating to the management of poor or non-performance under this Call-Off Contract:
- 8.2 If the Buyer believes that the Supplier has failed or is failing to comply with any of its obligations under this Call-Off Contract it may issue a notice ("Contract Performance Notice") to the Supplier.
- 8.3 The Buyer and the Supplier shall meet to discuss the Contract Performance Notice and any related issues within ten (10) Working Days following the date of the Contract Performance Notice being issued ("CPN Meeting").
- 8.4 At the CPN Meeting the Buyer shall determine that:
  - 8.4.1 the Contract Performance Notice is withdrawn; or
  - 8.4.2 an appropriate Rectification Plan shall be agreed and implemented.

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- 8.5 If it is determined that a Rectification Plan is to be implemented, the Buyer and the Supplier must agree the contents of the Rectification Plan within ten (10) Working Days following the CPN Meeting.
- 8.6 The Supplier must implement the actions identified in the Rectification Plan and achieve and maintain the improvements applicable to it within the timescales set out in, and otherwise in accordance with, the Rectification Plan.
- 8.7 The Buyer and the Supplier must record progress made or developments under and in accordance with the Rectification Plan and shall review and consider that progress on a regular ongoing basis and in any event at the next review meeting ("Rectification Review Meeting").

**9. SPECIAL TERM 9 – REAL LIVING WAGE**

- 9.1 For the Contract Period, the Supplier shall pay Supplier Staff, workers and any other personnel carrying out the provision of the Services on its behalf at each Testing Facility not less than the Real Living Wage (as required in accordance with Annex E – Buyer Specific Requirements of Attachment 3 (Specification)).
- 9.2 The Buyer shall monitor the Supplier's compliance with Special Term 9.1 in accordance with Call-off Schedule 15 – Contract Management.

**10. SPECIAL TERM 10 – DATA PROTECTION**

- 10.1 Each Party shall comply with any relevant laws concerning data protection (including Data Protection Legislation).
- 10.2 For the purposes of this Call-Off Contract, Government Data shall not include FM Personal Data.
- 10.3 The Parties agree that each Party processes FM Personal Data as an independent Controller in its own right. Nothing in this Call-Off Contract or the arrangements contemplated by it is intended to construe either Party as:
  - 10.3.1 the Processor of the other Party; or
  - 10.3.2 Joint Controllers with one another,  
with respect to FM Personal Data.
- 10.4 In respect of FM Personal Data:
  - 10.4.1 the provisions of Core Term 14 shall not apply;
  - 10.4.2 each Party shall provide the other ("the Requesting Party") with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Legislation and each Party shall bear its own costs in relation to this Special Term 10.4.2 save where such costs arise out of or in connection with a breach by the other party of the Data Protection Legislation in which case the costs shall be borne by the party in breach of the Data Protection Legislation; and
  - 10.4.3 the Supplier warrants that it has taken all steps as are required by Data Protection Legislation (including obtaining all necessary consents from and providing all necessary fair processing notices) to allow the Buyer to hold and process FM Personal Data in accordance with Data Protection Legislation for the

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Permitted Purpose, provided that the Buyer shall be responsible for providing to the Supplier:

- (a) a copy of all fair processing notices and instructions as to when such notices should be provided to the data subjects; and
- (b) confirmation as to whether consents are required in respect of the Buyer's processing of FM Personal Data and instructions in relation to the obtaining of those consents (including the form of such consent).

- 10.5 The Supplier shall obtain any consents referred to at Special Term 0 as soon as reasonably practicable and in any event within three (3) months of the date that the Buyer notifies the Supplier that consents are required.
- 10.6 At the request of the Buyer, the Supplier shall provide written evidence that the Supplier has obtained all necessary consents from the relevant Data Subjects and provided all necessary notices to the Data Subjects required under Special Term 10.4.3, subject to the Buyer having complied with its obligations under Special Terms 0 and 0.
- 10.7 If either Party ("the Recipient") receives any complaint, notice, request (including any subject access request) or communication (whether from a Data Subject, the Information Commissioner, any other regulatory authority or other person) in relation to FM Personal Data ("the Request") and which relates to either Party's compliance with Data Protection Legislation, the Recipient shall immediately notify the other in writing. The Recipient shall not respond to the Request without the prior written consent of the other Party (except to the extent required by applicable law).
- 10.8 The Parties agree that the Supplier may be instructed to collect personal data relating to vaccine status and symptoms, for the purpose of providing the Support of Service Evaluations of Test Devices detailed in Annex E – Buyer Specific Requirements of Attachment 3 (Specification). Where this is required, the Parties will agree an update to Annex 1 (Authorised Processing) of Joint Schedule 11 (Processing Data).
- 10.9 Paragraph 1 of Joint Schedule 11 (Processing Data) shall be deleted and replaced with the following:

Only the Relevant Authority can decide what processing of Personal Data a Supplier can do under a Contract and must specify it for each Contract using the template in Annex 1 (Authorised Processing) to this Schedule. The Relevant Authority may amend or update Annex 1 (Authorised Processing) to change the scope of any processing activity by notice in writing to the Supplier.
- 10.10 Paragraph 2 of Joint Schedule 11 (Processing Data) shall be deleted and replaced with the following:

The Supplier must only process Personal Data if authorised to do so in Annex 1 (Authorised Processing) by the Relevant Authority (as such Annex 1 may be amended or updated pursuant to paragraph 1 above). Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 to this Schedule (as amended or updated pursuant to paragraph 1 above).
- 10.11 The first sentence of Paragraph 8 of Joint Schedule 11 (Processing Data) shall be deleted and replaced with the following:

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"The Supplier must not transfer Personal Data outside of the UK unless all of the following are true:"

**11. SPECIAL TERM 11 – UPDATING STANDARD OPERATING PROCEDURES**

Where the Buyer notifies the Supplier of any updates or amendments to the various standard operating procedures ("SOPS") forming part of the Services during the term of this Call-Off Contract, the Supplier shall be required to use reasonable endeavours to comply with such updates or amendments to the SOPS as soon as possible and in any event within not more than ten (10) days of such notification, unless a later date for implementation is agreed by the Parties. Any such changes shall not be considered to be a Variation under Core Term 24 (Changing the Contract) of this Call-Off Contract. Where agreed by the Parties acting reasonably that the Supplier incurs a variation in costs for complying with the change notified pursuant to this Special Term 11, the Parties will agree any required adjustments to the Charges payable in accordance with Call-Off Schedule 5 (Call-Off Pricing).

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**Annex A – Testing Facility Sign-Off Sheet (Mobilisation Period)**

This document is to be completed by the Supplier and presented to the Buyer in order to gain approval and confirmation of either of the following:

1. In accordance with Special Term 5.2.1 the Supplier requires no Mobilisation Period due to being the Former Supplier for the stated Testing Facility/Facilities and therefore requests from the Buyer that Services can be delivered in accordance with the Call-Off Contract (and invoiced in line with Call-Off Schedule 5 – Call-Off Pricing).
2. In accordance with Special Term 5.2.2 the Supplier has successfully transitioned the stated Testing Facility/Facilities from the Former Supplier (as approved below) as per the agreed Mobilisation Plan and therefore requests from the Buyer that Services can be delivered in accordance with the Call-Off Contract (and invoiced in line with Call-Off Schedule 5 – Call-Off Pricing).

<b>Contract Reference/Name:</b>	
<b>List of Testing Facilities:</b> (Please insert or append list of all Testing Facilities requiring sign-off)	
<b>Nature of Sign-Off</b>  (Please delete as appropriate)	<p>[In accordance with Special Term 5.2.1 the Supplier requires no Mobilisation Period due to being the Former Supplier for the stated Testing Facility/Facilities and therefore requests from the Buyer that Services can be delivered in accordance with the Call-Off Contract (and invoiced in line with Call-Off Schedule 5 – Call-Off Pricing)].</p> <p style="text-align: center;">or</p> <p>[In accordance with Special Term 5.2.2 the Supplier has successfully transitioned the stated Testing Facility/Facilities from the Former Supplier (as approved below) as per the agreed Mobilisation Plan and therefore requests from the Buyer that Services can be delivered in accordance with the Call-Off Contract (and invoiced in line with Call-Off Schedule 5 – Call-Off Pricing).]</p>
<b>Supplier Representative Name:</b>	
<b>Organisation:</b>	

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<b>Signature:</b> (Electronic Signature permitted)	
<b>Date:</b>	
<b>Approvals</b>	
<b>Former Supplier Contact Name</b> (Where applicable):	
<b>Former Supplier Organisation</b> (Where applicable):	
<b>Former Supplier Signature</b> (Where applicable): (Electronic Signature permitted)	
<b>Buyer Representative Name:</b>	
<b>Buyer Organisation Name</b>	
<b>Signature:</b> (Electronic Signature permitted)	
<b>Date</b>	

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