

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: TLAB0002

THE BUYER: Department for Transport

BUYER ADDRESS

THE SUPPLIER: Costain Ltd

SUPPLIER ADDRESS:

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 25/09/2023. It's issued under the Framework Contract with the reference number RM6187 for the provision of Commercial Viability & Deliverability Consultancy for the Kent Resilience Programme.

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details) - Optional
- Call-Off Schedule 7 (Key Supplier Staff) - Optional
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - Optional
- Call-Off Schedule 9 (Security) – Short Form
- Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements*

Call-off start date: 03/10/2023

Call-off expiry date: 31/03/2024

Call-off initial period: 6 months

CALL-OFF OPTIONAL EXTENSION PERIOD: Up to 12 months at the Department's

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

discretion as per the Statement of Requirements.

Call-off deliverables:

The Deliverables as set-out in the Statement of Requirement relating to this call for competition are found at Schedule 20 (Call-Off Specification) along with the Supplier's Tender Response found at Call-Off Schedule 4.

Security

Short form security requirements apply

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£150,000

Call-off charges

Maximum contract value will be £150,000.

£82,140.00 will be for fixed deliverables, the remaining budget will be called off the Rate Card detailed in Call-Off Schedule 5.

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

None

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

Payment method

Supplier to invoice against valid Buyer Purchase Order

Buyer's invoice address

Accounts Payable
DfT Shared Service Centre

Or via email to

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do apply to this Call-Off Contract.

Buyer's authorised representative

Commercial Relationship Manager

Buyer's security policy

N/A

Supplier's authorised representative

Supplier's contract manager

Progress report frequency

The supplier is expected to attend progress report meeting with the Sites Strategy team (once a week) as well as attending any ad hoc meetings to ensure the scope is delivered timely.

Progress meeting frequency

The supplier is expected to attend progress report meeting with the Sites Strategy team (once a week) as well as attending any ad hoc meetings to ensure the scope is

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

delivered timely.

Key staff

As set out in the Supplier's Tender Response

Key subcontractor(s)

Gutteridge Haskins and Davey Limited, an English company having an address at Level 1, Building 49, Thornton Science Park ,Pool Lane, Ince, CH2 4NU, Company Ref 05528602

Good /Services - Technical support and advice in conjunction with ITT 1655

JS NIELSEN ASSOCIATES LTD, a company registered in England and Wales with a company registration number 12567337, whose registered office is at 2C, WOODFORD ROAD, POYNTON, ENGLAND, SK12 1DY.

Good /Services - Technical support and advice in conjunction with ITT 1655

CH3 DELTA LIMITED, a company registered in England and Wales with a company registration number 10636549, whose registered office is at TRIMBLE HOUSE, 9 BOLD STREET, WARRINGTON, ENGLAND, WA1 1 DN.

Good /Services - Technical support and advice in conjunction with ITT 1655

Commercially sensitive information

All information regarding this project is to be considered 'official-sensitive' and only shared with the Sites Strategy team and/or only on a 'need to know' basis within the supplier teams involved in preparing the reports.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

N/A

Social value commitment

The Supplier 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 Tender)]

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:
Name:
Role:
Date: 29/9/2023 | 16:02 BST

For and on behalf of the Buyer:

Signature:
Name:
Role:
Date: 29/09/2023

Joint Schedule 1 (Definitions)
Crown Copyright 2018

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 Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

1.3.13 any reference in a Contract which immediately before Exit Day is 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; and

1.3.14 unless otherwise provided, references to "**Buyer**" 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:

" Achieve "	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
" 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 ;
" 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;
" Annex "	extra information which supports a Schedule;
" Approval "	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
" Audit "	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<p>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;</p> <p>c) verify the Open Book Data;</p> <p>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>e) 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 Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) 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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) 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>j) 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> <p>k) verify the accuracy and completeness of any:</p> <p>(i) Management Information delivered or required by the Framework Contract; or</p> <p>(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Authority"	CCS and each Buyer;
"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 Supplier;
"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;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer 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 Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"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;

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.8

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"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"	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: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"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 Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"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 Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, 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 Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer 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 Supplier;
"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 GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers 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 Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<p>vii) work place accommodation;</p> <p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>f) costs incurred in respect of Supplier 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 Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>h) 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>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>k) 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 Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) 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 GDPR, the LED and any applicable national implementing Laws 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;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the 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 Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier 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 Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services 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 Buyer by the either (a) confirmation in writing to the Supplier; 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"	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals,

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<p>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 Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"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 Supplier 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"	<p>the earlier of:</p> <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) 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 Buyer;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"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 Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>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;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>i) the Regulations;</p> <p>ii) the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>v) the Remedies Directive (2007/66/EC);</p> <p>vi) Directive 2014/23/EU of the European Parliament and Council;</p> <p>vii) Directive 2014/24/EU of the European Parliament and Council;</p> <p>viii) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>ix) Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier 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

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	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;
"Financial Reports"	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> (a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	<ul style="list-style-type: none"> (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges; (d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services; (e) the Parties challenging each other with ideas for efficiency and improvements; and (f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"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, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including: <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of a Central Government Body, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier 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 Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU 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 Ref: RM6187

Project Version: v1.0

Model Version: v3.8

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier 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);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	e) the legislation in Part 5 of the Finance Act 2013 and; and f) 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 taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods 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 ;
"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: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier 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;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"ICT Policy"	the Buyer'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 Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier'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 Supplier and the Buyer;
"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

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<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>
--	--

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<ul style="list-style-type: none"> 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; 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 c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer 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 Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier 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 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> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or 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,

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
"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;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"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 Supplier 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"	means when an MI report: <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 Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"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;
"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>IPR in items created by the Supplier (or by a third party on behalf of the Supplier) 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>IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier 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; ii) the failure of an avoidance scheme which the Supplier 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 b) any tax return of the Supplier 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;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"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 Supplier'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"> iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and vi) 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 Supplier 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 Supplier; 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"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Overhead"	those amounts which are intended to recover a proportion of the Supplier'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 Supplier 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 Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the 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;
"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;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<p>vii) induce that person to perform improperly a relevant function or activity; or</p> <p>viii) reward that person for improper performance of a relevant function or activity;</p> <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> <p>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>x) under legislation or common law concerning fraudulent acts; or</p> <p>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <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>
"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 Supplier to return Goods to the Supplier 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>a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <p>b) full details of the Default that has occurred, including a root cause analysis;</p> <p>c) the actual or anticipated effect of the Default; and</p> <p>d) the steps which the Supplier 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);</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"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 Buyer'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 Supplier 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 Supplier 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 Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer 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 Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"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 Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer'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 Supplier), as updated from time to time and notified to the Supplier;
"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 Supplier 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 Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier'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

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	<p>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</p> <p>c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));</p>
"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 Buyer 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"	<p>any:</p> <p>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 Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"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 Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;

Joint Schedule 1 (Definitions)

Crown Copyright 2018

"Sub-Contract"	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: 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 Supplier, 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"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) 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 Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) 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 Supplier has failed to: a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	c) 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 Supplier 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 Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer 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;
"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;
"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 Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier'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 Supplier is required to provide to the Buyer in

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.8

Joint Schedule 1 (Definitions)

Crown Copyright 2018

	accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"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 Supplier Staff which the Buyer, 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 Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)
Crown Copyright 2018

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 / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")
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/Buyer/Supplier]
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:	[Supplier 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/Buyer 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 / Buyer]
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.

Joint Schedule 2 (Variation Form)
Crown Copyright 2018

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

Joint Schedule 3 (Insurance Requirements)
Crown Copyright 2018

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier 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 Supplier shall ensure that each of the Insurances is effective no later than:
 - 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
 - 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (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;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier 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 Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 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;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 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.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2018

3. What happens if you aren't insured

- 3.1 The Supplier 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.
- 3.2 Where the Supplier 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 Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier 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.

5. Making sure you are insured to the required amount

- 5.1 The Supplier 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 Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier 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.
- 6.2 The Supplier 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 Supplier 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.

7. Insurance claims

- 7.1 The Supplier 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 Supplier 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.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2018

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier 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.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier 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.

Joint Schedule 3 (Insurance Requirements)

Crown Copyright 2018

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

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 Supplier'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:

Details (Including Dates and the Duration of Confidentiality)
Date: 18 12 20
Details: All CoPPs Technical Response and Commercial Response
Duration of confidentiality: 12 years

Joint Schedule 5 (Corporate Social Responsibility)
Crown Copyright 2018

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.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 Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer 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 Supplier:
 - 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 Supplier 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.

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2018

- 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 Buyer and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier 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 Supplier 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;

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2018

- 4.1.4 record all disciplinary measures taken against Supplier Staff; and
- 4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier 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 Supplier 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 Supplier 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 supplier 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 10 (Rectification Plan)
Crown Copyright 2018

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/Buyer] :		Date: <input type="text"/>
Supplier [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	<input checked="" type="checkbox"/> Working Days	
Steps taken to prevent recurrence of Default	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Joint Schedule 10 (Rectification Plan)
 Crown Copyright 2018

Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)
Crown Copyright 2021

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;

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;

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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 UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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:

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

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 18 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

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

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.

RM6187

Project Version: v1.0

Model Version: v1.3

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

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.

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

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 The contact details of the Relevant Authority's Data Protection Officer are: DataProtectionOfficer@dft.gov.uk
- 1.1 The contact details of the Supplier's Data Protection Officer are: **dataprotection@costain.com**
- 1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.3 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>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • 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,
Duration of the Processing	For the duration of the Contract.
Nature and purposes of the Processing	<p>The nature of the Processing will be collecting, sorting, saving, transferring, restricting and deleting data.</p> <p>The data will be Processed for the purposes of Buyer and Supplier maintaining contact for the Duration of the Processing.</p>
Type of Personal Data	Individual contact details.

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

Categories of Data Subject	Buyer staff & Supplier Staff
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	On completion of Contract, Personal Data shared shall be retained with in accordance Supplier & Buyer retention policies.

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

Annex 2 - Joint Controller Agreement – NOT APPLICABLE

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

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

- (a) report to the other Party every [x] months on:

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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;

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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.

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

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:

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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.

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

4.1 The Supplier shall permit:

RM6187

Project Version: v1.0

Model Version: v1.3

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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.
- 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

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

- 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:

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

- (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).
- 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.
- 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.

Joint Schedule 11 (Processing Data)

Crown Copyright 2021

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

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.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:
Crown Copyright 2018

Call-Off Schedule 4 (Call Off Tender)



COSTAIN TLAB0002
5.1 - final.pdf



COSTAIN TLAB0002
4.4 - final.pdf



COSTAIN TLAB0002
4.3 - final (2).pdf



COSTAIN TLAB0002
4.2 - final.pdf



COSTAIN TLAB0002
4.1 - final (2).pdf

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Costain TLAB0002 5.1 final.pdf**Q5.1****PROPOSED ACTIONS TO PROVIDE AN INCLUSIVE WORKING ENVIRONMENT: MAC 6.1**

Costain is an inclusive and family friendly employer; we believe that everyone matters, and we are committed to ensuring that everyone has the same opportunities to be able to reach their full potential. We ensure our supply chain partners share this belief. We will promote Equality, Diversity and Inclusion (EDI) in all our interactions with stakeholders on this contract.

We have a strong track record of providing an inclusive working environment:

- We were named in The Times Top 50 Employers for women lists in 2018, 2019, 2020 and 2021.
- In 2020, Costain was one of the first fifty signatories to the Change the Race Ratio.
- Costain is a member of Disability Confident and is currently certified as a Level 1 employer, is working towards achieving Disability Confident Level 2, and a signatory to The Valuable 500.
- As member of Working Families, we are assessed against their Top Employers Benchmark.
- The Ministry of Defence has acknowledged Costain with the Employer Recognition Scheme Gold Award for its outstanding support of the Armed Forces community.

The New Era of Inclusion: In 2020 we saw the COVID-19 virus change the way our business operated. We embraced technology for remote working and our working patterns became agile.

Dynamic & Flexible working: The aim of dynamic working is to find working patterns which suit our people; this enables work to be carried out in the most appropriate location at the most appropriate times, ensuring that this is right for the individual, the team, the company, and the client. There is no one size fits all approach. Arrangements for flexible working can cover hours of work, times of work or place of work, including part time, compressed-working hours, job share, flexi-time, home working.

Employee networks: Our consultants are encouraged to join inclusion networks as active members or allies. Our networks include a Womens' Network; LGBT+ & Allies; Disability and Wellbeing; Parenting & Carers; Religion, Ethnicity and Cultural Heritage; Services and Service Families.

Inclusive design: At Costain we use an inclusive design maturity matrix that maps EDI issues arising from design decisions and the communities impacted. We can support a 'healthy by design' approach, offering insights as to the needs of users (i.e. drivers' welfare facilities), operators and maintainers.

DISABILITY CONFIDENT: Our High Speed Two Enabling Works contract became a Level 3 Disability Confident Leader. By advertising through an accessible job search site for disabled people, and developing the team's culture, the number of people disclosed as disabled rose from 2% to 9% of the workforce, highlighting the importance of an inclusivity and wellbeing focus.

PROPOSED ACTIONS TO MONITOR AND ENSURE HEALTH AND WELLBEING: MAC 7.1

We will continue to look after our people's health and wellbeing on this contract. Our resourcing and mobilisation strategy aims to set the team up for success to **minimise work-related stress or anxiety**. We ensure best-fit resources are selected for each role; the team is organised irrespective of grades.

Our experienced **delivery team will be adequately resourced** to deliver each Work Package; they have access to a nominated expert resource pool, our Cabinet Office Ports Infrastructure Consultancy team, plus the deep experience in our Transport Division (as demonstrated by Costain's STARTwo work on Freight Capacity Procurement and our Prime position on DfT's StarThree Framework).

Our consultant's **workloads will be monitored** by proactive review of timesheets to ensure team members are not regularly working over contracted hours; regular team progress calls will be used to check whether anyone needs support and to encourage collaborative working practices.

We will continue to provide the following wellbeing support and monitoring to our consultants: individual **Thrive Plans**, with regular line manager conversations to ensure staff have what they need to 'Thrive at Work'; access to our **Employee Assistance Programme (EAP)**, including **free confidential 24/7 support** - we have a ratio of one **Mental Health First Aider** for every 15 employees; mandatory risk assessments for the workplace and remote working to confirm everyone can do their job in comfort (IOSH Display Screen Equipment assessments).

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Costain TLAB0002 4.4 final.pdf**Q4.4****ACHIEVING VALUE FOR MONEY: MAXIMISING EFFICIENCY AND REDUCING COSTS**

A core team with pre-existing knowledge and experience: We have structured our team to include industry experts and technical specialists who are already familiar with the background to the Kent Resilience Programme from related work with Cabinet Office (CO) on long-term planning for Sevington Inland Border Facility (IBF). This insight will greatly reduce the learning curve for our team, minimising stand up time and cost. Furthermore, our team has already conducted visits to Sevington and key truck stop sites (Stop 24, Dover Western Docks and Ashford International). We already have first-hand knowledge of current operations at these sites, which we will combine with our understanding of government policies that either directly (i.e. borders) or indirectly (i.e. EES) influence the needs of facilities. Our team also has experience in the management of HGV fleets and drivers, local traffic planning experience and an understanding of core demands on the local and strategic road network that go beyond heavy vehicles, including work for DfT on freight resilience.

Collaborative working with DfT analysts: We appreciate that DfT has already invested time and resource to develop the Kent Resilience Strategy to its current status, which has included assessing demand for additional lorry parking capacity at a programme level. We will work collaboratively with DfT analysts to understand existing data, assumptions and work to date so that budget is not wasted on duplicative efforts but is used effectively to build on this baseline and to assess site-level demand.

ACHIEVING VALUE FOR MONEY: IMPROVEMENT OPPORTUNITIES

Putting improvement on the agenda: When working at pace it is all too easy to overlook improvement opportunities and focus only on speed of delivery – to prevent this we purposefully carve out time to identify and enact improvements. 'Improvement opportunities' will be a standing item on the agenda for weekly and monthly progress meetings with DfT and internal coordination meetings. All deliverables will be issued firstly as a draft to allow for feedback and improvements.

Maximising the value of external engagement: Our team brings pre-existing working relationships with key industry stakeholders, including port operators. We are already helping to develop cross-Whitehall external engagement plans to support long-term planning for Sevington IBF. Subject to agreement by DfT, CO and impacted departments, we see a great opportunity to maximise the efficiency of market engagement for HMG by helping to coordinate and align engagement to meet the requirements of both the Kent Resilience Programme and Sevington IBF business case as part of a single, consolidated engagement programme.

Knowledge capture and upskilling: Several work packages require advice to be provided – we will work with DfT to identify the most effective formats (in terms of value-add and cost) for providing this and the best forums to present this advice in to maximise the value of this work. As an example, for a previous commission we produced an interactive tool which described in an easily communicable way how importers interact with border systems and processes on end-to-end border crossing journeys. This forms part of the CO Borders curriculum to inform policy making.

ACHIEVING VALUE FOR MONEY: ENSURING COST CONTROL

Agreeing clear briefs and target outcomes with DfT: Across all work packages, before commencing work, we will agree with DfT a clear brief and confirm required deliverables. We will define the anticipated effort and time required, along with any risk or data requirements that may influence the process. This ensures a controlled but flexible approach to the deployment of our analysts and expert advisors to meet DfT's objectives. With each aspect of work being signed off by the client team before initiation, this approach will provide DfT with an effective method to manage scope and budget at both an individual work package and overall project level. Efforts will focus on reducing cost associated with the project, however, in addition, we will seek to look at commercial models that would help balance cost across government initiatives and encourage market investment, creating a best for UK approach that minimises operational and capital expense, whilst enhancing third party investment.

Proactive resource and timesheet management: Through the preparation of a weekly flash report on a Friday afternoon and a meeting early the following week to discuss with DfT, our Project Manager will proactively manage the scope of all work packages against the agreed project plan. Timesheets will regularly be checked against the resource and project plan each week, to ensure any discrepancies in time spent against time planned are identified, understood and controlled quickly.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Costain TLAB0002 4.3 final (2).pdf**Q4.3**

Our team combines efficient centralised resource to lead and control the delivery of this project for DfT, supported by a core team of experts who bring hands on experience of many different commercial delivery models and contract arrangements, freight operations, business case development, demand and revenue assessment modelling, and stakeholder engagement.

Project management and leadership
<p>Jens Nielsen – Technical Delivery Lead and DfT Central Point of Contact, Engagement Lead Jens has worked across HMG providing Technical Advice relating to transport, critical supply chains and borders. He has supported DfT on the UK RoRo industry, the Deepsea Shipping industry and the Brexit and Covid Freight capacity procurement and assurance. Jens was Commercial Director for Associated British Ports, overseeing several major contractual negotiations and managing ABP's ports master planning and property development. Jens will lead this assignment and act a point of contact for DfT.</p>
<p>Andrew Ruffles – Project Director Andrew has over 30 years' experience, with 15 years at or above Director level. He has 18 months of experience working on DfT consulting assignments including assignment lead for DfT Maritime Mode Technical and Commercial advisor project. Andrew will provide DfT with a point of escalation and independent assurance. Andrew will hold ultimate responsibility for the successful delivery of the project.</p>
<p>Hannah Sharp – Project Manager, Workshop and Engagement Facilitation Hannah will be responsible for resource, cost and deliverables management. Hannah has worked across multiple consulting disciplines, including commercial assessments, and business cases in private, public and defence sectors. She has spent two years in the Ports Infrastructure Consultancy Team for Cabinet Office, supporting engagement and collaboration with multiple government departments.</p>
Expert Resource
<p>Becky Shortt – Lead Author Becky is a skilled technical author with experience in delivering written products and reports for DfT across varied audiences, including external publications, governance and briefing products, and technical documentation to support DfT legislation. She brings an understanding of DfT strategic priorities, drafting for Ministerial and external audiences, and governance structures and requirements.</p>
<p>Heidi Rist – Business Case Advice and Support, Link into Sevington IBF long-term planning Heidi is a Better Business Cases Practitioner with experience across a range of critical transport and infrastructure projects. Most recently, Heidi's experience has focused on supporting Cabinet Office in leading development of the cross-Whitehall Strategic Outline Business Case (SOBC) for Sevington IBF, programme management support and supporting development of cross-departmental engagement plans.</p>
<p>Matthew East – Technical Advisor, Data Lead and Data Assurance. Matt has over 14 years of experience which include lead and technical roles for transaction reviews covering logistics, technical, risks and environmental for private and public sector clients. Matt's roles have included supporting HMG on policy and analytical projects including Freight Resilience and Cabotage Policy projects for DfT, and the Port Infrastructure Consultancy and Goods Vehicles movement analysis for Cabinet Office.</p>
<p>Oscar Diamond – Business Case Specialist and Economist, Demand & Revenue Assessment Lead Oscar is a Senior economist with 9 years of public sector experience supporting key government programmes with Business Cases, Value for Money, Regulatory and Strategic analysis. Oscar has built and led analytical functions in the UK Gov Economic Service. He has a track record of delivering successful five case business cases for central government departments. He taught the HMT course "Introduction to Green Book appraisal" for two years; he drafted the learning material still used today.</p>
<p>Melissa Gunasena – Transport Planner, Demand Assessment Melissa is experienced in traffic engineering, active and public transport planning, road safety, junction modelling, parking analysis, Planning Scheme assessments, construction and event traffic management. Her work ranges from traffic engineering assessments for single-site developments through to strategic network planning for major transport infrastructure projects.</p>
<p>Gary Parkinson - Ports & Logistics Specialist Gary brings expertise in Ro-Ro freight planning, operations, commercial delivery models and contract management, with 30 years' experience designing, implementing, and managing supply chain operations. He has supported Costain as a Technical Expert Consultant on a variety of DfT assignments since 2019 including advising DfT on the economic, commercial and capacity issues related to the development and monitoring of Public Service Obligation in the RoRo maritime & rail freight market as a result of Covid-19.</p>

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Jens Skibsted Nielsen, Commercial Lead****Capability overview**

Jens is highly qualified and experienced senior executive having worked in the shipping, transport, logistics and ports sectors throughout the UK/Ireland and Denmark.

He has a unique, holistic understanding of the operations and commercial strategies of the transport sector and how the individual transport modes best work together to create robust, reliable, and competitive supply chains.

Qualifications & Memberships

- DFDS Senior Mngt Dev. Prg.
- DFDS Supply Chain Mngt Prg.
- IOD Mngt Dev Prg.
- Business Economics Degree (merkonom-Denmark)
- CPC

Relevant professional experience**Cabinet Office Ports Infrastructure Consultancy, Technical Expert, 2019 - present**

Jens has supported Costain as a Technical Expert Consultant on a variety of projects since 2019. These have included:

- Advising DFT in April-July 2020 on the economic, commercial and capacity issues related to the development and monitoring of PSOs in the RORO (maritime and rail) freight market as a result of the Covid-19 crisis, delivering adequate shipping capacity to protect critical supply chains.
- Supporting DFT in the development of a PSO exit strategy.
- Co-wrote 300 pages of educational material and helped establish knowledge & information management programme for the DFT.
- Co-created 3 webinars for the Cabinet Office covering: Logistics role in the levelling up agenda, smart ports & skills in the transport sector.
- Co-wrote technical report: Far-East – UK deep-sea container market for DFT.
- Associated British Ports; Member of HMG UK Border co-ordination committee (Brexit Planning).
- Associated British Ports; Created the Freight Resilience Forum in cooperation with DFT, providing it with a platform to conduct discussions across supply chains and Government departments enhancing Brexit planning for both Government and industry.

Previous professional experience

- In his past Jens was Commercial Director for Associated British Ports, overseeing several major contractual negotiations and managing ABP's ports master planning and property development.
- Jens was Managing Director of DFDS Seaway's UK and Irish operations for an 8-year period, and Group Vice President Freight Sales overseeing and coordinating sales efforts across DFDS' entire network, including the Short Straits.
- During his time as Managing Director of DFDS Transport and DSV UK/Ireland Jens managed a fleet of 600 vehicles, 21 warehouse and cross docking operations and led the design and development of several new logistics hubs, including driver welfare facilities and vehicle workshops.



Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Andrew Ruffles, Project Director****Capability overview**

Andrew is a senior executive with extensive experience in leadership roles in professional services, including engineering consultancy and management consulting. He has over 30 years' experience with over 15 years at or above Director level. From his experience in both COO and CEO level roles Andrew has a sound understanding of strategy development and implementation across a range of organisations; along with the challenges that go with this. His interactions with various Boards and organisational structures give him a good grasp of Leadership and Governance issues.

Areas of Expertise: Business Strategy development and execution, Team Building, Business Planning, Project and Programme management, Governance (business and programme level), Change and Organisational Design, Business Case development, Strategy Facilitation. As well as holding a Master of Business Administration degree and Andrew is a Certified Management Consultant (CMC MIMC) and a Chartered Civil Engineer (FICE).

Relevant professional experience**Costain Plc**

Andrew leads assignments within the government sector and supports the development of the water and energy sectors in Costain's advisory and consulting business. Recent client assignments include work for Cabinet Office (BPDG), Home Office (Border Force), DEFRA and others.

Andrew has led the review of the Welsh Government Business Cases for BCP facilities at the ports of Holyhead, Fishguard and Pembroke Dock.

Costain was appointed by Border Protocol Delivery Group (BPDG), part of Cabinet Office, to manage the Implementation of the Ports Infrastructure Fund (PIF) which granted £194m funding to 41 eligible ports in the UK to deliver infrastructure necessary to support the implementation of the Border Operating Model as a result of transition from the European Union. Costain led specific studies and undertook modelling of 'what if' scenario testing of the border capability and ensure border capacity was sufficient for each phase of transition.

Part of the payment assurance team assessing payments to the recipients of the PIF funding.

Acted as lead for the modelling tasks within the assignment. Based on the assumptions made by the relevant bodies (DEFRA, HMRC) we assessed whether the facilities being built able to meet the demand predicted. Our work informed senior client staff in advising ministerial decisions to defer the phased introductions of the Border Operating Model by six months.

Assignment lead for border-related for assignments for DEFRA and HO (Border Force).

Assignment lead for DfT Maritime Mode Technical and Commercial advisor project. The Costain team worked with the Department for Transport on a project for ro-ro freight capacity, resulting from the Covid-19 emergency, providing technical advice, assurance and input through the procurement and mobilisation.

Assignment lead for extension to the above project for freight contract monitoring during the operational phase of the scheme.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Hannah Sharpe, Project Manager****Capability overview**

Hannah is an innovative, enthusiastic, and enterprising Senior Consultant in Costain's future shaping Strategic Consultancy with experience across a diverse range of consulting disciplines, including commercial assessments, and forming business cases in private, public and defence sectors. She has spent the last 2 years embedded in the Ports Infrastructure Consultancy Team in various roles for the Cabinet Office Borders Group, such as engagement across Cabinet Office and wider Government, and appraisal of interim and future use proposals for PIF infrastructure. She has 5 years' experience, with key skills including:

- Stakeholder, risk & programme management
- Building strong stakeholder relationships & driving engagement
- Problem-solving & strategic planning
- Excellent research & analytical skills
- High commercial awareness
- Bringing clarity and insight to complex problems and data
- Adaptability, flexibility, and the ability to rapidly develop plans to meet shifting client needs

Relevant professional experience**Cabinet Office Ports Infrastructure Consultancy, Senior Consultant (2021 - Present)**

Costain acts in a critical role in the Cabinet Office Borders Group infrastructure programme. Hannah has been embedded in this team over the last 2 years, performing various roles to meet the shifting needs of Civil Servant partners.

Future Infrastructure Reviews: Costain have been instrumental in the development and appraisal of the detailed review (cost, benefits and legal risks) of infrastructure requirements emerging from the cross-Government Border Operating Model root and branches review and development of a new Target Operating Model with the ambition of driving efficiencies through digitalisation of the border, mitigate friction where possible and reprofile border risks including strategic SPS policy reviews and emerging thinking on cross-Government Trusted Trader regime. Review outputs informed the basis of infrastructure requirements and policy options to ensure required infrastructure is in place for full border controls implementation.

- Supported the development of the appraisal plan for this workstream, including integration with the emerging stakeholder engagement plan and legal gateway framework.
- Built estimation tools for the cost-benefit analysis for interim and future use proposals for PIF infrastructure. These have also been used in calculating subsidy risks to inform government policy decisions surrounding acceptable uses for PIF infrastructure in the short and long term during legal coordination.

Welsh Government Business Case Evaluation: Part of the team conducting review of Welsh Government business cases for Holyhead, Fishguard and Pembroke Dock BCP facilities.

Commercial & Payment Assurance: Costain have been providing commercial services to the Cabinet Office Infrastructure since Jan 2021 when the Port Infrastructure Fund was awarded. Costain have worked in collaboration with Cabinet Office colleagues to finalise the Grant Funding Agreements, develop payment assurance processes and reporting frameworks to ensure the fund is administered in accordance with the obligations of Managing Public Money and the requirements of the Complex Grants Advice Panel in managing risk.

- Coordinating effective oversight and assurance; including effective close-out. This includes the management and quality assurance of evidence provided by ports as part of the payment process.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Becky Shortt, Lead Author****Capability overview**

Becky is a former Civil Servant with over six years' experience of delivery in fast-paced, complex policy environments in the transport sector. She is a skilled communicator, confident working with senior leaders and challenging stakeholders. In her previous role at DfT and as Central Government Pursuits Lead, Becky applies high quality authoring skills. She is experienced in project management of interdependent inputs from technical and commercial specialists, delivering at pace and with agility to meet client requirements, and quality assurance of business cases.

Relevant professional experience**Costain Central Government Team, Pursuits Lead (2022 – Present)**

Becky is responsible for bid management and drafting across Costain's Central Government business, as well as wider business development. In this role she has secured Costain's position as a Prime consultant on DfT's STARThree Framework among other successful bids, and provided quality assurance of written products across Costain's consultancy business.

Value added: Understanding of DfT strategic priorities; experience in quality assurance of written products for Government.

DfT High Speed Rail (Crewe – Manchester) Bill Team, Bill Development Manager

As Bill Development Manager (G7), Becky was responsible for the hybrid Bill and supporting documentation. She delivered the High Speed Rail (Crewe – Manchester) Bill to Parliament in January 2022, enabling consent for the £15-22bn project, and led the briefing team supporting Ministers on Second Reading. In this role she led on the drafting and management of the highly complex and interdependent products required by the hybrid Bill to a challenging timeline, providing valuable support to senior leaders including Ministers in their advocacy for the project. She resolved policy issues across HS2 including working with OGDs. Her drafting and authoring work included:

- Drafting complex and technical internal products including: 50+ policy submissions and three IPDC papers; Explanatory Notes and Parliamentary Handling Plans to support the Bill; and briefing packs for Second Reading and other Parliamentary debates.
- Drafting and publication of external-facing products including the suite of HS2 Information Papers, explaining complex technical subjects to public audiences.
- Project management, drafting and delivery of supporting legal and technical documentation totalling 600+ pages under significant time pressure.
- Supporting SCS and Ministers on key cross-Whitehall governance including HMT, Cabinet Office and Cabinet Sub-Committee checkpoints, demonstrating an ability to draft Governance documents to a high quality and for varied audiences; Drafted at pace, including providing complex reports to PBL Committee with a 24 hour turnaround.
- Quality Assurance of the Strategic Outline Business Case accompanying the Bill.

Becky also completed the Civil Service Stepping Into Leadership programme, and ran a large DfT Staff Network.

Value added: Extensive experience of drafting for Ministerial, governance and external audiences. Understanding of DfT and cross-Whitehall Governance and how consultants can support client teams to produce products which meet their requirements.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Heidi Rist, Business Case Specialist****Capability overview**

A business case and project management professional with experience across a range of critical transport and infrastructure projects for central and local government. Since joining Costain in March 2022, Heidi's experience has focused on supporting delivery of Costain's assignment with the Cabinet Office's Borders Group, which includes leading the development of the Cross-Whitehall Strategic Outline Business Case (SOBC) for Sevington Inland Site, programme management support, and advice to support the development of stakeholder engagement plans. Heidi also brings previous experience of business case development from her time at Mott MacDonald, which extends across all five cases including the commercial case and at SOBC, OBC and FBC stages. Heidi achieved Better Business Cases Practitioner status in 2021.

Relevant professional experience**Cabinet Office Ports Infrastructure Consultancy, Principal Consultant (2022 - Present)**

Heidi is the lead consultant supporting Cabinet Office in the development of a cross-Whitehall SOBC for Sevington Inland Site. Heidi is providing Cabinet Office with leadership and expertise on the business case process and requirements, in line with HMT Green Book requirements and best practice guidance, and is a primary author across all five cases.

Value added: In addition to the cross-Whitehall Sevington business case, Heidi also provides advice and support through other specific Costain-led studies to support Cabinet Office in its objectives to coordinate, support and assure the completion of infrastructure at UK ports to ensure effective border operation after the EU Exit transition period & implementation of the Target Operating Model (TOM). From this work, Heidi has developed a strong working-level understanding of emerging policies and departmental objectives relating to border infrastructure which also extends beyond Sevington IBF, gaining a first-hand appreciation of cross-departmental dependencies, constraints, risks, and opportunities which is proving critical when developing and appraising investment options.

Commercial Market Assessment, Local Authority Client (2021)

During her time at Mott MacDonald, Heidi was the lead consultant on a study to assess the scale of commercial opportunity for a new station building. Work included bottom-up demand analysis for commercial provision based on forecast passenger demand growth and related spending power and engagement with local stakeholders.

Futures Support to DfT Office for Science, DfT, Project Manager, (2019-2020, 2021)

Heidi project managed this piece of work to support the DfT in making the most of the opportunities associated with the future of mobility. Working collaboratively, Heidi project managed a multi-disciplinary team to bring additional capability to DfT's existing work to handle uncertainty about future mobility and add resilience to decision-making. Workstreams covered a range of subject matter including, future of freight and transport decarbonisation.

Value added: Proactive project management of a multidisciplinary team across organisational boundaries (including four sub-consultants) to deliver at pace for DfT. In addition to PM role, project role also included research, stakeholder engagement and co-authoring deliverables.

Business case development, multiple clients (2018-2022), examples include:

- Project Manager in the development of an outline business case for a new tram-train scheme and associated public realm improvements.
- Principal Consultant on a funding study to support the development of the financial case for a new mass transit scheme.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Matthew East, Data Technical Lead and Data Assurance****Key skills and experience**

Matt is the lead for the Strategic Consulting team for GHD advisory for the UK, Europe and Middle East. Matt has over 14 years of experience which include undertaking lead and technical roles for transaction reviews covering logistics, technical, risks and environmental for private and public sector clients.

Matt's roles have included technical lead and project manager on over £5 billion of infrastructure transactions, as well as supporting His Majesty's Government (HMG) on several policy and analytical projects including Freight Resilience and Cabotage Policy projects for DfT, and the Port Infrastructure Consultancy and Goods Vehicles movement analysis for Cabinet Office. These studies included assessments of resilience to confirm capability to respond to market trends such as changing market share, changes in commodity, or new energy / industries, and secondary impact on local economies.

Qualifications and memberships

Engineers Australia
(Member)

Relevant professional experience**Cabinet Office Ports Infrastructure Consultancy, Technical Expert**

Matt is one of the lead technical advisors on an assignment with the Border Group (BPDG), Infrastructure part of Cabinet Office. Matt leads the GHD team that are supporting the assignment who undertake specific studies to present advice to ministers and senior Cabinet Office officials on matters relating to Border performance, Trade flow and Port Operations. For this task, Matt has been leading a team providing an assessment of the capacity of the proposed BCP infrastructure and proposing modifications to existing designs to optimise the operational footprint, including master planning works associated with government properties.

In addition, the team have also conducted assessments of trade flow impacts due to the capabilities and readiness of the BCPs. In undertaking this task, Matt has collaborated with Other Government Departments (OGDs) including HMRC, Border Force, and DEFRA, as well as devolved administrations (Welsh and Scottish Governments) and private entities (ports, operators and hauliers).

Value added: The tools developed during this project provided an understanding of trade flows under different pricing and capacity constraint scenarios. The assessments completed by the team helped track the possible impact to industry and consumers and have aided in current policy decisions made by Cabinet Office and OGDs.

The modelling work completed by the team has subsequently received recognition via a Cabinet Office Awards nomination for supporting the decision to descope Dover White Cliffs Inland Border Facility

TTWO0075 Ports, Borders, Shipping and Supply Chains, DfT Technical Advisor 2020

Currently GHD is supporting Costain who are advising the department on Ports, Borders and Supply Chains and providing expert commercial and financial advice to the Critical Freight Taskforce. Matt is supporting the Department by undertaking assessments of capacity of the ports to handle fluctuations in trade volumes.

Value added: Matt has provided a detailed understanding of port and hinterland capabilities which have then been used to define key commercial decisions by the taskforce. This information has now been handed over to the Taskforce by the Costain organised knowledge management process.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Oscar Diamond, Senior Advisor (Economics)****Capability overview**

Oscar is a senior economist with 9 years of public sector experience supporting key government programmes with Business Cases, Value for Money, Regulatory and Strategic analysis. Oscar has built and led analytical functions in the UK Government Economic Service across a wide range of public policy areas, including health, business support, international trade, environment and food standards.

Oscar has a track record of delivering successful five case business cases to secure funding for central government departments from HMT. Oscar was the accountable analyst for the Vaccine Task Force for the entire Covid pandemic, leading a team in delivering successful business cases securing billions of pounds of HMT funding, including for investing in infrastructure to mitigate future outbreaks. Oscar has also led economic analysis and business cases for BEIS, Defra and the Food Standards Agency.

Relevant professional experience**Cabinet Office Ports Infrastructure Consultancy, Senior Advisor (2022 - Present)**

Oscar provided economic and business case expertise to the Borders Group as a part of the GHD/Costain team. Oscar led on the benefits modelling of the re-use of BCPs funded by the PIF, including trade spill overs, social impacts and direct port cash benefits. On the Sevington Design Basis Report Oscar synthesised evidence from a wide range of resources into a clear set of requirements and provided Business Case evidence specifications. Oscar led on the project design for assessing the value of commercial re-use of Sevington site post-IBF.

Help to Grow Digital, BEIS Senior Economist (2022)

Economist leading on BEIS review and engagement with Computable General Equilibrium (CGE) trade modelling from HMT and DIT. Provided challenge and review of modelling to further BEIS strategic objectives in negotiations. Delivered an end-to-end project analysing UK international competitiveness pre/post EU Exit. Briefed negotiators prior to negotiation rounds and provided evidence packs following cross-departmental engagement and negotiations.

Vaccines Task Force, BEIS/DHSC, Head of Analysis, BEIS/DHSC, £5.6bn (2022)

Lead analyst on all Business Cases for the VTF, covering over £5bn of public spending on the UK Covid-19 vaccine programme. Oscar also led on business cases for new infrastructure which included the regeneration benefits of investing in new manufacturing facilities on brownfield sites. Oscar built a model quantifying the value of being better prepared for a future unknown pandemic which formed the cornerstone of evidence supporting an additional multi-billion pound investment to build new vaccine manufacturing sites in the UK. Oscar has presented to ministers, BEIS Projects Investment Committee and the Treasury Approvals Process.

International Trade Modelling, BEIS, HMT, CO, No. 10

Led a team of economists in providing Regulatory Impact Assessments, Business Cases and project analysis for projects related to improving the UK's regulatory environment for food standards. Included engagement with the business community to streamline regulation and partnership projects to improve risk reporting and reduce burden on business. Analysis included Impact Assessments on the impact of changing food labelling legislation and the move to risk-based Food Hygiene Rating System inspections.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Melissa Gunasena, Senior Engineer – Traffic and Transport****Capability overview**

Melissa has project experience across Australia, New Zealand and the United Kingdom including traffic engineering, active and public transport planning, road safety, junction modelling, parking analysis, Planning Scheme assessments, construction and event traffic management, and project management. Her involvement ranges from traffic engineering assessments for single site developments and road safety upgrades for local boroughs and councils through to strategic network planning for major transport infrastructure projects.

Melissa is an accredited Senior Road Safety Auditor with audit experience across all stages of design and is also certified as a Safe System Assessor in Australia. In 2019 Melissa received a GHD Victoria Client Service Award High Commendation for exceptional client service in major road project delivery in Melbourne.

Qualifications & Memberships

- Bachelor of Engineering (Civil) First Class Honours, Monash University (AU), 2014
- Bachelor of Commerce, Monash University (AU), 2014
- Certificate IV Project Management Practice, Techknowledge (AU), 2017
- Senior Road Safety Auditor, Department of Transport (VIC, AU), 2017
- Safe System Assessor, Department of Transport (VIC, AU), 2021
- Member of the Institute of Engineers Australia (MIEAust)

Relevant professional experience**A13 Lodge Avenue Flyover Construction Impacts Review and Options Review, Senior Engineer, Be First, Barking and Dagenham, UK (2023)**

Melissa undertook an independent review of the Transport for London (TfL) and Road Management Services (RMS) Design, Build, Finance and Operate (DBFO) proposals to replace the A13 Lodge Avenue Flyover. The initial remit included a review of construction plans, programme and transport assessments that were provided to Be First and the London Borough of Barking and Dagenham. Melissa produced a non-technical summary review document appropriate for public consultation that outlined the anticipated impacts to the road network and local community during the proposed construction period.

The following remit included a review of current options for improving the A13 Lodge Avenue Flyover, which involved categorising the options distilling benefits and limitations, as well as development of an alternative scheme for further considerations. Melissa produced another non-technical public-facing report summarising the options review. Melissa was commended by the client for her high-quality assessments and reporting.

Middle Arm Sustainable Development Precinct (MASDP) Traffic Analysis, Senior Engineer, Department of Infrastructure, Planning and Logistics, NT, AU (2022)

Melissa completed an assessment of the traffic and transport related impacts of the proposed industrial development of the Middle Arm Sustainable Development Precinct (MASDP) over the construction and operational lifetime. The complex precinct involved two alternative layouts and construction plans of the various industrial plants. Melissa worked closely with the project's subconsultant to estimate the trip generating potential of the various plants and likely distributions on the connecting road network.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.3 Annex**Gary Parkinson, Ports and Logistics Expert****Capability overview**

A Member of the Chartered Institute of Logistics & Transport, Gary brings expertise in ro-ro freight planning, operations, commercial delivery models and contract management. Gary is a skilled commercial supply chain professional, with 30 years' experience designing, implementing, and managing supply chain operations.

He has an extensive knowledge of both the commercial and operational elements of road, air and marine operations across a variety of business sectors, including military logistics.

Qualifications & Memberships

MSc in Logistics and Supply Chain, Cranfield University

Member of the Chartered Institute of Logistics & Transport (MCILT)

Relevant professional experience**Cabinet Office Ports Infrastructure Consultancy, Technical Expert, 2019 - present**

Gary has supported Costain as a Technical Expert Consultant on a variety of projects since 2019. These have included:

- Advising CO (as a member of the Costain Team) as part of the Border Protocol Delivery Group from Jan 21 to present on the delivery of the £200m PIF and working with HMRC, DEFRA and BEIS on the operating methods, costs and charging for the HMG Inland Sites
- Advising DfT in April-July 2020 (as a member of the Costain Team) on the economic, commercial and capacity issues related to the development and monitoring of PSOs in the RORO (maritime and rail) freight market as a result of the Covid-19 crisis; assisted in monitoring the PSO given to Brittany Ferries.
- Advising DfT in July-September 2019 (as a member of the Costain Team) on the economic, commercial and capacity issues related to the development of the 'Freight Capacity Framework' for Category 1 goods; acted as a technical evaluator for DfT in the subsequent formal procurement process.
- Advising DfT in Sep 2019 (as a member of the Costain Team) on the feasibility of Project Delivery and Cost of the submissions for the Port Infrastructure Resilience Connectivity fund award; acted as a technical evaluator for DfT in the subsequent formal assessment process. Established a European Equipment After Sales function, including negotiating the commercial contracts for Road, Air and Deep Sea Freight delivery on behalf of a major international marine capital equipment supplier

Gary has supported other projects such as:

- Negotiated and implemented a £3m/annum contract with Stobarts to provide container distribution services from the Port of Liverpool. This included providing an HGV operating base, with welfare facilities within the port. - Peel Ports 2006
- Interim COO of a Blockchain development business focusing on logistics system applications in end to end container freight shipping operations.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Costain TLAB0002 4.2 final.pdf**Q4.2****CASE STUDY: PORTS INFRASTRUCTURE CONSULTANCY, CABINET OFFICE, 2021-PRESENT**

Following the European Union (Withdrawal Agreement) Act 2020, all goods of EU origin will soon be required to pass through border processes similar to those established for other countries of origin, described within the Border Operating Model, and the border Target Operating Model (TOM). This identifies the need for checks on Sanitary and Phytosanitary (SPS) goods, document provisions and establishment of new systems.

Recognising that additional infrastructure was required at certain Ports of Entry, HM Government (HMG) established a Port Infrastructure Fund (PIF) to support the infrastructure for SPS, customs and Common Transit Convention processes, with the intent that border facilities would be established prior to the introduction of checks. In April 2022, the then Minister for Brexit Opportunities decided not to introduce the other checks from 1 July 2022 stating that a new regime of import controls would be developed and has been set out in a Border Target Operating Model dated 29 August 2023. This would harness new technologies and data to reduce friction and costs for businesses and consumers.

Costain has collaborated with the Cabinet Office (CO) Borders Group in their objectives to coordinate, support and assure the completion of infrastructure at UK ports to ensure effective border operation after the EU Exit transition period & implementation of the TOM. Our position as the Ports Infrastructure Consultancy has spanned a wide range of roles alongside Civil Servants. Aspects of this assignment which evidence our comparable experience are detailed below.

SUPPORTING LONG TERM PLANNING FOR THE SEVINGTON INLAND BORDER FACILITY

Working on behalf of Cabinet Office, Costain is leading the development of a cross-Whitehall Strategic Outline Business Case (SOBC) and masterplan for Sevington Inland Border Facility (IBF), and supporting ongoing, aligned activities including external stakeholder engagement, planning, and work associated with charging strategy. Costain is providing leadership of the development of the SOBC and is the lead author and technical advisor across all five cases.

Challenges: A key challenge and fundamental aspect of our role is to help coordinate inputs from other departments to ensure that the options identified, appraised and, ultimately, shortlisted meet both each department's individual requirements (current and future) and consolidated cross-Whitehall objectives, and also work as a holistic and viable solution (operationally, commercially and financially) for the future of the site. There are complex relationships and ways of working in this piece of work, with key stakeholders sitting outside of the immediate Cabinet Office team. By implementing a stakeholder engagement process we have successfully built both an understanding of and working relationships with policy, analytical, commercial and operational teams in multiple government departments (such as DEFRA, Border Force, and HMRC). This process and our established networks can be transposed for use with DfT. For example, our team has needed to develop an understanding of HMRC's historic and ongoing relationships with truck stops. This understanding will directly support DfT's requirement to consider whether any sites might provide other HMG border requirements, such as customs checks, that could provide an additional source of revenue or trade for a truck stop. To further support and help overcome the complexities that exist in engaging cross-Whitehall stakeholders, we are active in leading a bi-weekly cross-Whitehall Business Case Group meeting and present monthly updates in cross-Whitehall strategy workshops.

There are also challenges in relation to engagement with external stakeholders which is required to support long-term planning and HMG decision making around the future of Sevington IBF, particularly in relation to ensuring the commercial viability of investment options. Working collaboratively with Cabinet Office colleagues and other departments, we are already supporting the development of cross-Whitehall engagement plans. This work is led by Jens Nielsen (our proposed Commercial Lead and central point of contact for this project with DfT).

Other challenges have included the need to adapt and respond at pace to variations in Government policies and timescales for the policy implementation, and to work in an environment where these policies exist in different stages of development. The skills we have honed through this work will allow us to meet the similar dynamic needs of this project.

To help add resilience to government decision making, and to provide an evidence base to help assess the commercial and spatial viability of investment options, our work to date has included conducting a horizon scan to map the strategic context and emerging border related policy and

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.2

strategy decisions that could be an influence on future demand volumes and capacity at Sevington IBF. We have a wide understanding of cross-Whitehall needs of border facilities and the other drivers around connectivity behaviours such as EES and PAF availability. Whilst this influences passenger movements, the cascading effect is delays to freight and drivers then needing waiting facilities. Costain has also supported HMG submissions and minister briefings, so have insight of wider government policies as well as local council desires.

Value of this experience to DfT: There are significant areas of overlap between the cross-Whitehall long term planning for Sevington Inland Border Facility, of which the emerging SOBC is a central aspect, and the business case being developed by DfT for the Kent Resilience Programme. Our work on the Sevington SOBC has developed a resource pool with established relationships across Whitehall, and we are clear-sighted on the requirements and interdependencies of stakeholders relating to UK trade routes, and specifically the Short Straits, including DfT's traffic management, lorry parking and driver welfare requirements for Kent. There is a strong inter-relationship between both the CO and DfT business case projects, and therefore Costain can bring significant value to HMG by coordinating our approach across both teams. With the use of the same network, the same data requirements, analogous due diligence processes and coordinated engagement, we will be able to deliver at pace from the outset and mitigate many challenges that would be faced by teams without this specific experience relating to Sevington.

EXIT STRATEGY FOR IBFs

Costain has supported Cabinet Office to define and identify the interdependencies of policy and legal complexities associated to the aspiration for an exit strategy for IBFs. Costain's unique understanding of the perspective of ports and industry has enabled the policy options to be explored and develop an Exit Strategy Roadmap to help steer and manage Government departments to resolve their issues.

Challenges: A key challenge has been the requirement to work under a high level of ambiguity and in an environment of unknowns at an accelerated pace. We have developed and refined ways of working to allow delivery of value during an efficient information gathering phase of work – building a base of assumptions; identification of data requirements and how to source these data sets; and professional due diligence on data received in line with Government best practice for data and analysis QA.

Value to DfT: These processes and logic are transferrable to our work with DfT, with the added advantage of reach back into the Sevington Business Case team for advice and support.

ASSESSMENT OF LONG-TERM NEED FOR TRANSIT FACILITIES AT IBFs

As part of our work with the CO Borders Group we have conducted an assessment of the long-term (i.e. post-2025) need for transit facilities at IBFs. This scope included the provision of parking areas, front of office services, and inspection facilities which support the starting and ending of transit movements, and compliance checks that must be completed.

Challenges: This complex work reviewed the viability and capacity for additional transit facilities at nearby commercial facilities to the Short Straits, specifically commercial sites that host Border Force (Dover Western Docks and Stop24), and two additional sites (Ashford International Truck Stop and the Dover Truck Stop). The assessment considered the realistic transit activity happening at these sites and the potential transit activity that could happen if there is full utilisation of the sites (under the existing configuration). This identified when there is sufficient additional capacity to meet transit users demands and, if this is not the case, the amount of the shortfall and the impacts of this (particularly in terms of border flow and costs to traders).

Value to DfT: Information gathering activities included desktop research and site visits of key truck stop sites to outline the current infrastructure capacity and available services at the sites in scope. It has also given our team understanding of planned expansion works in the Kent region. Adding value to this proposal to DfT for Commercial Viability and Deliverability Consultancy for the Kent Resilience Programme, this existing knowledge of truck stops in the Kent region is already held by our proposed core delivery team.

REVIEW & ASSURANCE OF WELSH GOVERNMENT SPS FACILITY BUSINESS CASE

We are also currently reviewing the Welsh Government's business case to build SPS facilities at Fishguard and Pembroke Dock to provide assurance that proposals represent value for money to HM Treasury, via Cabinet Office.



Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.2

Challenges: This work represents a reliance on Welsh Government to provide suitable information in a timely manner – a situation comparable to that which will be faced by the Kent Resilience Business Case team in sourcing data from a range of stakeholders. Costain operates using a RAID management process, in which such dependencies and delay risks can be captured and mitigated.

Value to DfT: Our long-standing relationships with the stakeholders relevant to Kent Resilience research activities will enable faster delivery during initial phases of work and reduce the likelihood and scale of potential impact of gaps in data sets or understanding to our work.

UNDERSTANDING OF PUBLIC SECTOR OBJECTIVES

Throughout the Ports Infrastructure Consultancy programme we have consistently demonstrated understanding of and supported the delivery of public sector objectives, for example:

Inflation: We understand the primacy of price stability and the inflation target in overall Government objectives. Across the Ports Infrastructure Consultancy we have provided technical advice with industry and commercial insights to inform policy makers of the financial implications of decisions in relation to the TOM. A key consideration in all our work is the cost impact to market and therefore consumers, and in working to minimise these impacts we support Government in their inflation objectives. These ways of working will be carried through to this project, such that cost implications to Government and industry are considered when looking at the viability of commercial delivery options, both for commercial agreements with existing truck stops and regarding new and expanding sites. This will be important to consider both in relation to charges that may be imposed on drivers and freight companies and in relation to industry / private sector investment in developing sites.

Limitation on Government Spend: Our role in enabling this objective is to ensure efficient delivery and robust cost control of consultancy resource. Experts will be assigned on specific and targeted works, enabling us to deploy resource only as needed – meaning we will be able to exactly match the peaks and troughs of client demands of the course of the project. Our ways of working also prioritise knowledge capture and upskilling, allowing for transfer of consultant roles to Civil Servants as soon as possible. Combining the above will result in both reduced overall spend by Government, and increased value for money where spend is necessary.

Strategic Importance of the Short Straits and Trade (UK Imports & Exports): We understand the wide-reaching impacts of delays and disruption at the Short Straits on local and central governments, operators, and freight businesses, and the knock-on impacts to supply chains and local Kent business and population. This includes increased driver support spend by the Kent Resilience Forum (KRF), and wider issues to Kent with additional staffing and overtime costs. Many aspects of our collaboration with the CO Borders Group have related to offering technical advice to inform policy around the Short Straits. We work to provide information to allow CO to recommend to Ministers an Inland Site charging structure or matrix, which can be published and implemented across the UK. This same nuanced understanding of the Short Straits and implications of Government decisions on trade flow and behaviours will be applied to this commission.

Minimising Legal Exposure & Risk of Judicial Review: We help to mitigate the potential impacts of legal challenge in the Ports Infrastructure Consultancy by using an evidence-based, data-driven approach, ensuring timely delivery of a consistent high quality, with continuity of service. Costain operates stringent data validation processes. To confirm technical advice provided supports the infrastructure policies development required for TOM implementation, the team engages across Government including DEFRA, HMRC, and Home Office (Border Force). For this commission with DfT, to help minimise legal risk we would proactively engage with DfT and any legal advice received relating to market engagement to enable a fair and competitive approach to the delivery of commercial options and site development.

Social Value: Costain understands the importance of social value in our teams, and how that echoes Government's own focus on this across all departments and those they work with. We are a Pioneer Member of Social Value UK, and as such are well-versed in applying the Social Value Model. For example, the Ministry of Defence has acknowledged Costain with the Employer Recognition Scheme Gold Award for its outstanding support of the Armed Forces community. As with our previous Government projects, the work of our Behavioural Management Team can augment existing social value, mental health and wellbeing activities of DfT.



Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Costain TLAB0002 4.1 final (2).pdf**Q4.1****RESOURCING**

Our approach combines experienced project leads with a core delivery team who bring hands-on experience of many different commercial delivery models and contract arrangements, transport operations, business case development, demand and revenue modelling, and stakeholder engagement. In addition we can draw on wider supporting resource from Costain and GHD, including, for example, specialists in procurement, transport economics, traffic modelling and cost estimation. Leading our team and providing DfT with a central point of contact is Jens Nielsen, a ports and logistics specialist with significant first-hand commercial experience. Jens will be supported by Hannah Sharpe, who will be responsible for day-to-day task and resource management, and coordination of deliverables and timesheets for DfT. Andrew Ruffles, Project Director, will oversee the project, responsible for its ultimate success and quality assurance, and provide the point of escalation.



Across all work packages, before commencing work we will agree with DfT a clear brief and confirm required deliverables. For WPs 1&2 this will include testing and refining our already-developed resource plan. For WPs 3-5, as part of agreeing the brief with DfT we will define the effort and time to provide the required advice or outputs. This will inform our resource plan for each work package and ensure a controlled but flexible approach to the deployment of our core team. Monthly resourcing check-ins and weekly progress meetings enable us to maintain dialogue and understanding of project requirements, and review workload and volume of intensity associated with each work package. In this way, we will maintain resilient, agile, and adaptable ways of working, and foster continuous opportunities for knowledge transfer and improvement, whilst controlling the cost of ongoing advice.

MOBILISATION PLAN

Leveraging our accredited project management practices enables our projects to commence quickly. Our mobilisation plan specific for this commission includes:

- An initial kick-off meeting with DfT within one week of contract award to introduce our project leadership team and complete any required contractual or administrative mobilisation tasks, followed by an internal briefing with core delivery team members to cascade key information
- A mobilisation workshop with DfT to confirm our understanding of: the scope and objectives for the Strategic Outline Business Case (SOBC); the sites that have been identified as having the potential to meet DfT's policy requirements; DfT's objectives and priorities for the commercial delivery options; key metrics for options evaluation; any data or information gaps.

We can mobilise efficiently and at pace due to our team's existing familiarity with the Kent Resilience Programme and many of the sites that DfT are considering. We currently support Cabinet Office (CO) in coordinating long-term planning for Sevington Inland Border Facility (IBF), which includes leading the development of a cross-Whitehall SOBC and masterplan, through which we are familiar with DfT's priorities and prior work on Kent Resilience. Supporting HMRC to assess opportunities to commercial Transit movements in the Kent Region, our team has also already conducted site visits to Sevington and key truck stops sites (Stop 24, Dover Western Docks and Ashford International).

In addition, our blended team from Costain, GHD and Jens Nielsen Associates is experienced in working together for CO, meaning that DfT gets the experience of all organisations without delays caused by onboarding. Where supporting resource is requested or required, we will quickly identify this using both personal networks and our Competency and Availability Matrix, to mobilise at pace.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.1**WP1 METHODOLOGY: COMMERCIAL DELIVERY OPTIONS AND SUMMARY REPORT**

We will build on our existing insights to develop our understanding through a DfT-focused lens:

- Current DfT arrangements with existing truck stops for HGV parking capacity during business-as-usual activities as well as during traffic events (such as Brock and TAP).
- DfT engagement held to date with existing truck stop operators, and any insight gained regarding the potential opportunity and appetite for extending existing facilities and/or investing in new sites.
- DfT shortlisted sites, including whether they are HMG- or privately-owned, development status and declared/estimated capacity for lorry parking, and identification of provided driver amenities.
- Assessment criteria (metrics of success for evaluating options).
- DfT priorities in commercial options and their influence on decision-making, such as the value of limited government input versus encouragement of economic advancement, and appetite for disruption to current operations of proposed options.

Our team combines advisory specialisms with on-the-ground experience of commercial freight operations, bringing greater value to DfT and increasing credibility with sector stakeholders. For example, Jens Nielsen was previously responsible for a fleet of 600 HGVs and designed / developed several logistics hubs, with HGV parking and welfare facilities.

Existing Truck Stops: Following discussion with DfT and receipt of information regarding current arrangements with existing truck stops, we will perform a desktop review of additional options that could be considered. This will include high-level consideration of the different business models and tariffs of existing truck stops, and the impact of these on the suitability of possible commercial agreements, as well as publicly available accounts of operators.

New Sites and Expansion of Existing Facilities: We will conduct a workshop with our team's industry experts, commercial and business case specialists to map out requested information for potential commercial delivery and partnership models for new site development, including consideration of applicability to HMG- vs. privately-owned land. This will be framed around DfT's aim to encourage a market-led approach and will consider risks and issues in incentivising commercial operators and high-level implications to the procurement strategy for different options. We will also map out requested information for commercial options for supporting the expansion of existing privately-owned facilities. This includes consideration of potential benefits of options where sites can provide a range of services, and advice on how best to minimise direct intervention from HMG in Kent whilst still benefitting DfT objectives based on demand. Assessment will be required to understand constraints which have deterred or precluded the market from already independently undertaking these activities.

Reporting: As part of the mobilisation workshop, Jens and Hannah will look to agree the structure of the WP1 report to ensure it meets DfT's requirements and expectations. Using the outputs of the internal workshop and subsequent desk-based research, Becky will then lead the drafting of the WP1 report, coordinating inputs from the wider team, so that the draft report will be issued to DfT within six weeks of contract award. All deliverables, draft and final, will be subject to internal quality assurance (QA) reviews prior to issue to DfT. Across WPs 1&2, we have allowed for circa 3 days of Senior Consultant-grade time and 1 day of Partner time for addressing comments and making any required improvements following DfT review of the draft reports (total time for WPs 1&2).

WP3 METHODOLOGY: LORRY PARKING DEMAND & REVENUE STREAMS

Sourcing Data & Comparable Evidence: We are well placed to collaborate with DfT and leverage our experience of equivalent research for the Sevington Business Case, freight funding and prior DfT works to identify and source with DfT the information required. The expertise of our ports and logistics specialists will also play a crucial role. We can capitalise on our previous truck stop site visits, in which we developed an understanding of current capacity and available services. This firsthand knowledge will be invaluable during desktop assessments. We have identified key data and evidence to include:

- Existing data held by DfT used in assessing demand (to be supplied by DfT)
- Detail on how cumulative demand across sites has been calculated so far, including any assumptions and data which sits behind these calculations – both for everyday lorry parking and during traffic management events (to be supplied by DfT)
- Comparable evidence for demand, initially viewed to be publicly available data (i.e. Ashford International Sales Documents) and DfT internal data from prior projects that the team have been involved in, including the Freight Resilience, Cabotage Assessment and Freight Insights projects.

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.1

- Data on revenue streams at existing truck stops, including tariff and charging information available on operator websites and comparisons in the National Survey of Lorry Parking 2022 report. This data could be also enhanced by a short benchmarking study of similar facilities in Europe.
- Information regarding any plans or proposals for enforcement of illegal lorry parking, including detail on the enforcement process (to be supplied by DfT).
- Information regarding plans/proposals for broader Kent-wide traffic management schemes that may influence the volume or time of HGVs staying at truck stop facilities (to be supplied by DfT).
- Information regarding different truck stop business models, for example account-based models versus time-based charging versus take or pay, and their implications on the viability of different site options or cross compatibility (i.e. two models used within the same site similar to Stop 24). This step will also look at other charge models that may prioritise other activities (i.e. Custom Agency) with parking provided as an add on to that service.
- Information regarding possible types of supplementary and other services, for example, customs and biosecurity checks, and any charging or revenue information associated with these.

Demand: Subject to agreement of required outputs and resourcing with DfT, following receipt of and due diligence activities on demand data (covering calculations and assumptions, drawing on Aqua Book and Data Quality Framework best practice) and comparable evidence, we can generate advice to determine how best to assess demand using existing data. This would include consideration on how enforcement of illegal lorry parking, as defined by DfT, might affect demand.

Revenue: Following due diligence on revenue data and industry information gathered during research, we can provide desktop advice regarding revenue streams, supplemented as required by engagement with truck stop operators. Subject to agreement with DfT, outputs could include identification of potential revenue streams and how these might be delivered across existing or new facilities; implications of different business models, policies, and traffic management agreements; possible constraints; and site-level assessment of the viability of these revenue streams.

WP4 METHODOLOGY: SUPPORTING WORK ON LONGTERM SEVINGTON IBF PLANS

Working across Government on behalf of CO, Costain is leading the development of an SOBC to support long-term planning for Sevington IBF. This has included mapping the strategic policy context around borders to understand impacts on future operation and commercial viability of sites. We have a wide understanding of cross-Whitehall needs of border facilities and other drivers around connectivity behaviours such as the European Entry/Exit System (EES) and Police Aux Frontieres (PAF) availability. Through this, we understand cascading freight impacts and the need for driver welfare interventions. We have produced submissions and Ministerial briefings on both Government policy and the positions of relevant stakeholders e.g. local councils. We are also active in leading frequent cross-Whitehall meetings such as the Sevington Business Case Group.

We are therefore in a unique position to deliver WP4 and can easily and efficiently collaborate with and feed into Costain colleagues on this. Importantly, however, whilst we believe our existing role for CO in leading the development of the cross-Whitehall Sevington SOBC adds value and unique benefits to this commission with DfT, we also recognise that DfT may at times want an independent advocate and representative to participate in cross-Whitehall meetings, outside of Costain's team who are directly engaged in this work. Whilst all members of our team will always adhere to professional standards for ethics and integrity, to give DfT confidence in our team's capacity and ability to be an advocate for DfT, Andrew Ruffles and Hannah Sharp in our project leadership team are not engaged in work on Sevington IBF and can provide this independent assurance.

WP5 METHODOLOGY: MARKET ENGAGEMENT

To deliver WP5 we would first propose to build on our knowledge of the sector, the Kent Resilience Forum and existing engagement done to date to conduct a stakeholder mapping exercise, and work collaboratively with DfT to enhance our understanding where there are gaps. We can work with DfT to help define requirements, aims, and priorities for future engagement, also considering the need for any market engagement to be fair and transparent ahead of any future competitive process for third party involvement. With these inputs, we can support the development of engagement plans and potential lines to take to engage with the market with due regard to any legal advice provided. We are able to assist DfT in an active or facilitation role for this engagement. Costain are already supporting CO in the development and delivery of cross-Whitehall engagement plans in relation to Sevington IBF, which we see as a potential opportunity for synergy and efficiency between our existing work

Call-Off Schedule 4 (Call-Off Tender)

Call-Off Ref:

Crown Copyright 2018

Q4.1

with CO and this work package with DfT.

Engagement will also include support into other work packages to address any data gaps identified.

WP2 METHODOLOGY: FINAL REPORT FOR USE IN OUTLINE BUSINESS CASE DRAFT

Work undertaken in WP1, together with inputs from WPs 3-5 will inform the detailed assessment of commercial delivery options to feed into DfT's Outline Business Case (OBC). A WP2 kick off call will re-confirm and update our understanding of: any changes to the scope and objectives for the OBC; the preferred sites that will be focus for the OBC; any revisions or additional detail regarding DfT's objectives and priorities for the commercial delivery options, including the key metrics of success; and, any new or outstanding data or information gaps. Key steps in our approach for WP2 include:

- A desk-top quantitative assessment of the demand for lorry parking at each short-listed site and qualitative review of the applicability and viability of potential revenue streams. Our project plan and cost proposal assumes that this assessment is conducted for up to six sites and that the outputs of WP3 will enable this assessment.
- Following this detailed assessment, we propose two workshops, one internal and one with key DfT stakeholders, providing an most efficient, cost-effective means to bring together the breadth of expertise in our team and engage DfT stakeholders. We will collaboratively assess, in detail, different commercial delivery options for suitable agreements with existing truck stops, suitable arrangements with third party developers for HMG owned sites and commercial options to support the delivery of new facilities on privately owned land. An objective of the workshop with DfT would be to develop an outline service specification, where possible tailored for specific sites or type of site, that would need to be reflected and achievable through the commercial delivery options being assessed – the aforementioned work on demand and revenue would provide a key input to this.
- Critically, we will conduct our assessment of commercial delivery options across each of the different types of site being considered (existing, new – HMG-owned, and new – private) and also from a system or network-level perspective, reflecting the need for all sites to work together as part of holistic solution for increasing lorry parking, driver welfare and traffic management capacity for Short Straits trade. This would be important to help identify and manage risks, particularly in how different commercial arrangements and delivery options may be applied across different types of site, and looking ahead to any competitive process for third party involvement.
- Building on WP1, we will look to provide a tangible, focused assessment of each commercial delivery option, including risks and risk apportionment, payment mechanisms, key contractual issues and terms, and potential procurement strategies and associated timescales.
- External market engagement (WP5) will form an essential input to assessing the viability of commercial delivery options, specifically whether there is market capacity, capability, and appetite to deliver the required service specifications for each site or bundle of sites. Our WP2 report will summarise engagement undertaken as supporting evidence, and reflect WP4 outputs.

MANAGING DELIVERY REQUIREMENTS

Delivering work in relevant formats: Heidi Rist and Oscar Diamond bring proven experience of preparing reports and business cases as per HMT Green Book requirements, including the development of the cross-Whitehall Sevington SOBC for CO. Becky Shortt brings experience of producing a wide range of high quality internal and external written products in her time at DfT.

Professional Due Diligence: We bring an understanding of the provenance and context of existing data sources such as works completed on Freight Resilience. Costain has an existing MoU with HMRC which has provided us knowledge of data sensitivities critical to delivery of this type of work whilst minimising legal risk. We will apply Aqua Book and Government Data Quality Framework principles as well as practical assessment; in previous work we have performed site visits of relevant operational sites to build firsthand knowledge. Our approach ensures all data is calibrated and validated, analysis and outcomes are assessed, and then assured by Expert Peer Reviews.

Work Stream Updates: Throughout the duration of this project, we will provide:

- Regular communications through Jens Nielsen and Hannah Sharp, our key points of contact.
- Weekly flash report on a Friday afternoon and a meeting on Monday to discuss progress, elements of interest, review upcoming activities, and any opportunities for improvement.
- Monthly check-ins regarding the progress of ongoing work, fulfilling Contract Milestone 3.
- Coordination calls ahead of any cross-Whitehall forums to agree DfT priorities and feedback

Call-Off Schedule 4 (Call-Off Tender)

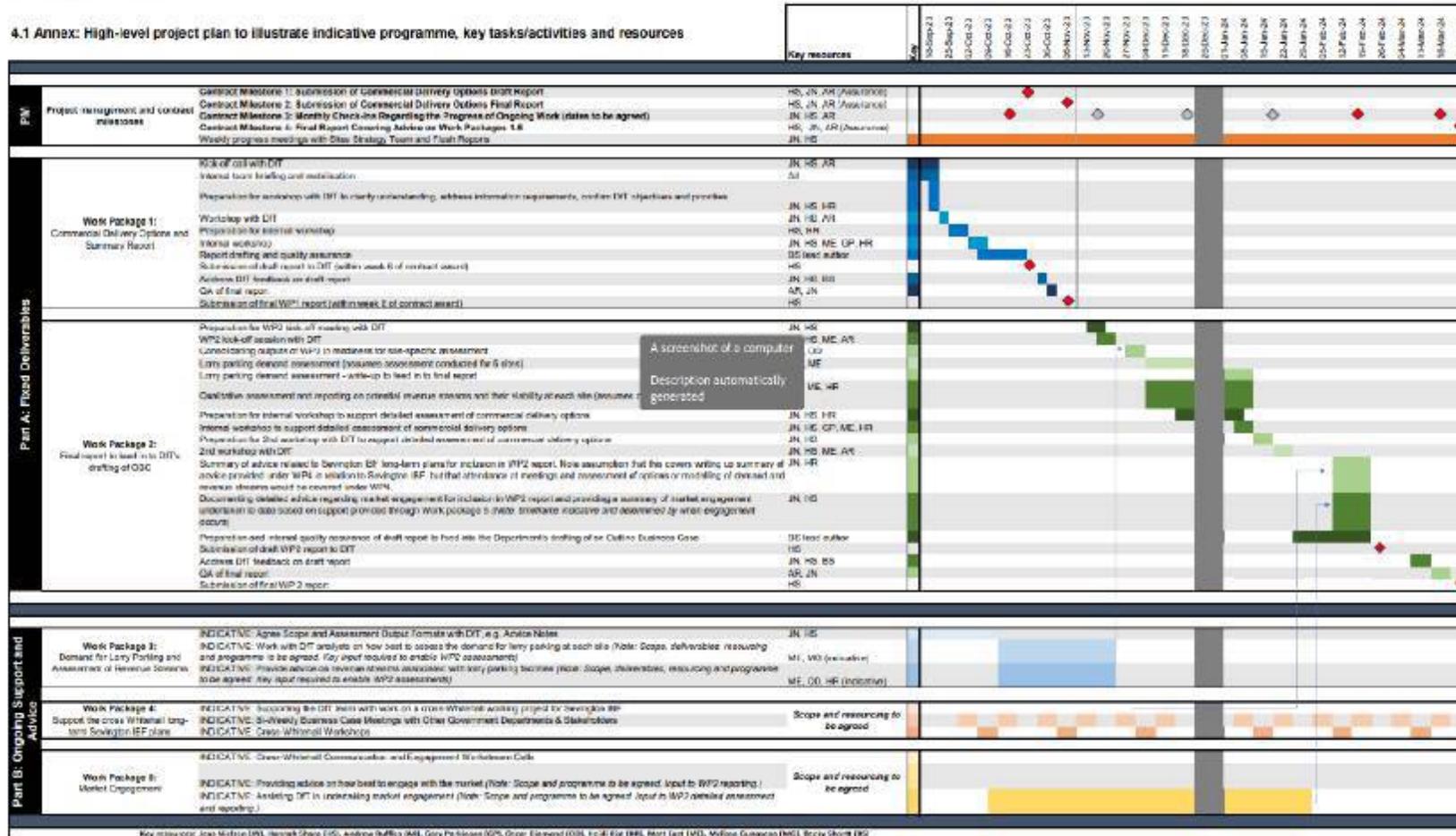
Call-Off Ref:
Crown Copyright 2018

Q4.1



PROJECT PLAN

4.1 Annex: High-level project plan to illustrate indicative programme, key tasks/activities and resources



Call-Off Schedule 5 (Pricing Details)

Supplier Name:	Costain Limited	Contract Reference: TLAB0002
-----------------------	-----------------	-------------------------------------

Commercial Viability and Deliverability Consultancy for Kent Resilience Programme

Attachment 4: Price Schedule (day rates)

Key:

Cells for completion

Pricing Table 1 - Call Off Rates for Workstream activities (60%)

Columns C, E and F to be completed by Tenderer

Grade	Name(s)	Weighting (%) Guidance: Guidance: The Authority has provided suggested allocations below as a guide. This will be used for evaluation purposes	Normal Day Rates Offered (£ exc. VAT) as per CCS Rate Card	Daily Rate Offered (£ exc. VAT)	Weighted Daily Rate (£ exc. VAT) (G= D x F)
Partner	Jens Nielsen; Gary Parkinson; Andrew Ruffles; Matt East	5%	£1,510.00	£1,510.00	£75.50
Managing Consultant / Director	Heidi Rist	10%	£1,260.00	£1,260.00	£126.00
Principal Consultant / Associate Director	Oscar Diamond	15%	£820.00	£820.00	£123.00
Senior Consultant / Engagement Manager / Project Lead	Hannah Sharpe; Melissa Gunasena; Becky Shortt	20%	£690.00	£690.00	£138.00
Consultant	Consultant Pool	15%	£520.00	£520.00	£78.00
Analyst / Junior Consultant	Graduate Pool	35%	£370.00	£270.00	£94.50
Total of Weighted Daily Rates (sum of column G) =					£635.00

The Authority will not be responsible for the costs of any Advisors in relation to any matter not referred to in the Statement of Requirements (Attachment 3)

Bidders are to note that the weightings in Column D of Tab 1 are indicative, for the purposes of enabling a comparative price evaluation of Bidder's proposals

Where there is more than one individual in your proposal of the grades outlined in this table then please list them all. Suppliers should note having more than one individual within any one grade will not impact the scoring.

Call-Off Schedule 5 (Pricing Details)

Call-Off Ref:

Crown Copyright 2018

Attachment 4 - Price Schedule (Fixed Deliverables Component) - Contract Reference: TLAB0002													
-Bidders are required to complete the following grid, which should be provided as part of the price assessment (as set out in Attachment 2).													
-Bidders are required to submit a fixed cost to deliver these 2 packages of work, your costs should be based upon the competitive resourcing day rates set out in your rate card													
- The total sum of the 2 tasks quoted below accounts for 40% of the overall Commercial Evaluation													
SUPPLIER NAME: Costain Limited													
Pricing Table 2 – Total Capped Price (40%)													
Deliverables taken from the Statement of Requirements (Attachment 3). Please	Analyst/ Junior Consultant		Consultant		Senior Consultant / Engagement Manager / Project Lead		Principal Consultant / Associate Director		Managing Consultant / Director		Partner		Total Capped Price for each Task (£ exc VAT)
	Day Rate (£)	No. Days	Day Rate (£)	No. Days	Day Rate (£)	No. Days	Day Rate (£)	No. Days	Day Rate (£)	No. Days	Day Rate (£)	No. Days	
Work Package 1- Commercial delivery options and summary report	£270.00	0.00	£520.00	0.00	£690.00	12.25	£820.00	0.25	£1,260.00	2.75	£1,510.00	9.50	£26,467.50
Work Package 2- Drafting Final Report	£270.00	0.00	£520.00	0.00	£690.00	23.75	£820.00	5.50	£1,260.00	8.13	£1,510.00	16.25	£55,672.50
Total Capped Price for delivery of fixed deliverables (£ exc VAT)													£82,140.00

Call-Off Schedule 7 (Key Supplier Staff)
Call-Off Ref:
Crown Copyright 2018

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier 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 Buyer or the Buyer 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 Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer 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 Supplier 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

Call-Off Schedule 7 (Key Supplier Staff)
Call-Off Ref:
Crown Copyright 2018

competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

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

2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

- “BCDR Plan”**), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
- 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - 2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
- 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

- (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
- (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

- 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Subcontractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
- 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
- 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Ref:

Crown Copyright 2018

promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 9 (Security)

[Guidance Note: Buyer to Select whether or when Part A (Short Form Security Requirements) or Part B (Long Form Security Requirements) should apply. Part B should be considered where there is a high level of risk to personal or sensitive data.]

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"

1 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 Buyer and/or the Supplier 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 Buyer and/or the Supplier in connection with this Contract,

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

"Security Management Plan"

3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2. Complying with security requirements and updates to them

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

Framework Ref: RM6187

Project Version:

Model Version: v3.5

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer 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 Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier 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 Buyer. In doing so, the Supplier 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 Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3. Security Standards

- 3.1 The Supplier acknowledges that the Buyer 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 Supplier 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 Buyer 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 Supplier from time to time.
- 3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

4. Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier 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 Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer'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 Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier 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 Supplier 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 Supplier 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 Supplier and the Buyer 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.

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

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 Supplier shall prepare and deliver to the Buyer 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 Buyer 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 Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer 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 Buyer. If the Buyer 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 Buyer 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 Buyer 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 Buyer 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 Supplier 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 Supplier 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 Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

amendment of the Security Management Plan at no additional cost to the Buyer. 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 Supplier 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 Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer 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 Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) 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 Buyer 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 Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or

Call-Off Schedule 9 (Security)

Call-Off Ref:

Crown Copyright 2018

attempted Breach of Security, including a cause analysis where required by the Buyer.

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 Buyer.

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2018

Call-Off Schedule 16 (Benchmarking)

1. DEFINITIONS

1.1 In this Schedule, the following expressions shall have the following meanings:

"Benchmark Review"	a review of the Deliverables carried out in accordance with this Schedule to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Schedule;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2018

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.
- 3.1.2 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.3 The Buyer shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Commencement Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.6 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.7 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2018

the benchmarker shall be raised against the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:

- (a) a proposed cost and timetable for the Benchmark Review;
- (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
- (c) a description of how the benchmarker will scope and identify the Comparison Group.

3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its Approval of the draft plan.

3.2.5 Once it has received the Approval of the draft plan, the benchmarker shall:

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

- (i) market intelligence;
- (ii) the benchmarker's own data and experience;
- (iii) relevant published information; and
- (iv) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;
 - (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile;

Call-Off Schedule 16 (Benchmarking)

Call-Off Ref:

Crown Copyright 2018

- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract



Crown
Commercial
Service

Bid Pack

Attachment 3 – Statement of Requirements

TLAB0002 – Commercial Viability and Deliverability
Consultancy for Kent Resilience Programme

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

CONTENTS

1.PURPOSE	3
2.BACKGROUND TO THE CONTRACTING AUTHORITY	3
3.BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT	3
4.DEFINITIONS	5
5.SCOPE OF REQUIREMENT	6
6.THE REQUIREMENT	7
7.KEY MILESTONES AND DELIVERABLES	11
8.MANAGEMENT INFORMATION/REPORTING	11
10.CONTINUOUS IMPROVEMENT	12
11.SUSTAINABILITY	12
12.QUALITY	12
13.PRICE	12
14.STAFF AND CUSTOMER SERVICE	13
15.SERVICE LEVELS AND PERFORMANCE	13
16.SECURITY AND CONFIDENTIALITY REQUIREMENTS	13
17.PAYMENT AND INVOICING	13
18.CONTRACT MANAGEMENT	14
19.LOCATION	14

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

1. PURPOSE

- 1.1 Future Borders Policy Division (FBP) are seeking support to provide advice on commercial viability and delivery options, including demand and market engagement, for sites in Kent to meet policy requirements within the Kent Resilience Programme.**

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Future Borders Policy (FBP) Division is part of the Logistics and Border (LAB) Directorate in the Roads and Local Group at the Department for Transport (DfT). The Division's focus is on making UK supply chains and border systems more efficient, reliable and resilient, to facilitate the movement of goods and people into, across and out of the UK.**

The Sites Strategy Team in FBP is developing a sites strategy as part of the wider Kent Resilience Programme. This programme sets out options for a comprehensive long-term 'solution' to traffic disruption in Kent, with the view to developing a new holistic traffic management system to solve the longstanding issue of queuing HGVs on the SRN. This includes considering the requirements for the DfT-owned sites - Sevington Inland Border Facility (IBF) and Dover White Cliffs (DWC) – the potential contribution from existing truck stops and whether other sites and other locations might be needed to create adequate resilience at the border and tackle the lorry parking shortages in the South and Southeast of England.

3. Background to requirement/OVERVIEW of requirement

3.1 Background

The objective of any long-term 'solution' is to create a more sustainable model of traffic management in Kent for when disruption occurs, preventing the need to so frequently queue HGVs on the strategic road network given the negative impacts of this approach. DfT is working on developing a new holistic traffic management system that essentially replaces the existing capability and capacity of TAP and Operation Brock so that HGVs are no longer queued on the SRN when there is disruption using a combination of technology and sites. The Sites Strategy Team are focusing on the role of sites as part of this new system and developing a strategy for the use of sites to meet the strategic objectives.

3.2 Rationale

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

The Short Straits crossings between Dover and Calais/Dunkirk and the Channel Tunnel are key strategic routes carrying approximately 84% of all accompanied Roll-on /roll-off (RoRo) freight between the UK and mainland Europe. The Short Straits routes are not only the busiest freight routes in the UK but are also critical to many supply chains particularly to fresh food, medicines and 'just in time' industries. These routes also offer significant commercial advantages for RoRo freight over other UK-EU routes in terms of time and costs.

The Port of Dover (PoD) and Eurotunnel (ET) terminals have operated for several years on very specific free-flow models, which have broadly functioned well and did not cause any significant disruption to the Strategic and Local Road Networks. However, any interference with these increasingly challenging operational free-flow models, ranging from severe weather conditions to additional border checks, causes considerable disruption to the surrounding area. These disruptions are to an extent exacerbated by the shortages of temporary and permanent HGV parking facilities in the Southeast. The National Lorry Parking Survey indicates that the provision of lorry parking in the region is at a critical level with the Southeast having the second highest parking lorry utilisation in England in 2022 at 94% (accepted levels of utilisation are: <69% is acceptable; between 70% - 84% is serious; > 85% is critical)¹.

The PoD and ET are proactively adapting their day-to-day operations based on lessons learnt, but these terminals lack the physical space to increase their holding and processing capacity for both freight and passenger traffic in the event of significant disruption. The very high volume of traffic using this route, high frequency of services, turn up and go ticketing and tight turnaround times for ferries and trains means queues build on the strategic road network outside of portals extremely fast if disruption occurs for any reason.

As previous contingency measure during our departure from the EU, DfT secured the use of Manston airport as a temporary lorry holding facility in event of severe disruption at the Short Straits. The lease agreement with the owner of Manston airport has ended. This reduced the HGV holding capacity in Kent by approximately 4,000 spaces. The recent Easter break gateway, coupled with severe weather conditions, generated severe disruption on the Kent road network and has highlighted the need to secure further HGV holding capacity in the region, while also ensuring adequate driver welfare facilities in Kent.

¹ [National Lorry Parking Survey 2022](#)

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

The risk of disruption might increase further over the coming year due to a combination of further EU immigration checks being introduced for all passengers (mainly the requirement for all third-country nationals to have their biometric details registered and checked as part of the new EU Entry and Exit System [EES]) and increased traffic volumes. Passenger numbers are expected to continue to recover post-pandemic and in 2019 DfT's UK port freight status forecasted continued growth in RoRo traffic at 2.5% per year. These new checks and increase in volumes will further compound existing pressures and increase the likelihood of disruption.

When queuing HGVs exceed the capacity of the current holding assets (Operation Brock), there is also an added impact to driver welfare with a lack of facilities available in alternative queuing locations. This often results in further costs to the Kent Resilience Forum (KRF) in order to support drivers, and wider issues to Kent with additional littering, additional staffing and staff overtime etc.

Disruption on the strategic road network in Kent is also of great concern to the Police and National Highways (NH) because, when traffic management measures are deployed, there are no means to safely deploy any welfare facilities for drivers queuing on the M20 because of the high risks to life drivers may incur on a live motorway.

The economic impacts of disruption are estimated to be £1 - £3 million per day. These costs are likely to fall on local and central governments, operators, and freight businesses with knock-on impacts to supply chains and the local Kent business and population. Even when there are significant queues, hauliers continue to travel to the Short Straits before considering re-routing as it remains the quickest and cheapest route.

3.3 Social Value

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

Once a long-term 'solution' to traffic disruption is developed, we expect the following values to be achieved.

The creation and retention of direct and indirect jobs in the local area which would give employees the opportunity to develop a career in a chosen field (i.e. traffic management, catering, hospitality, administrative). In 2015, Dover district ranked 126 out of 326 English local authority districts in the Index of Multiple Deprivation (where 1 is most deprived). Youth unemployment is higher than the national average and the lack of job opportunities is of grave concern. A permanent scheme at DWC will help to address some of these concerns.

As well as supporting the positive economic benefits linked to jobs creation, the long-term 'solution' will also have a key role to play in ensuring that disruption over the Short Straits is managed appropriately and that the negative economic impacts, as explained in section 3.2, are avoided.

The creation of new HGV parking facilities in the Southeast will have a positive impact on retention of HGV drivers and attracting more into the industry, which has suffered shortages of labour in recent years.

The environmental benefits to having HGVs parked in a safe and secure location as opposed to parked on the roadside, or constantly being moved on by traffic marshals, is significant not only in the reduction in toxic fumes, but also in the antisocial activity that ensues when drivers do not have access to welfare facilities.

4. definitions

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

Expression or Acronym	Definition
LAB	Logistics and Borders Directorate
DfT	Department for Transport
IBF	Inland Border Facility
EU	European Union
HGV	Heavy Goods Vehicles
HMG	His Majesty's Government
SRN	Strategic Roads Network
SOBC	Strategic Outline Business Case
OBC	Outline Business Case
FBC	Full Business Case
FY	Financial Year
SPV	Special Purpose Vehicle
DWC	Dover White Cliffs
TAP	Traffic Access Protocol
Ro-Ro	Roll on - Roll Off Freight
Lo-Lo	Lift On - Lift Off Freight
PoD	Port of Dover
ET	Eurotunnel
EES	EU Entry and Exit System
KRF	Kent Resilience Forum
NH	National Highways

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

5. scope of requirement

5.1 To provide specialist support to cover all workstreams of the Sites Strategy team including Kent sites and long-term Kent Resilience Strategy. The relevant policies that require consultant advice are:

- 5.1.1 **To improve HGV driver welfare by increasing the number of lorry parking facilities in Kent as well as having better quality facilities. The DfT needs to develop a commercial strategy on delivering these which could be via existing truck stops, new facilities on sites currently owned by HMG or another party, potentially via lease, joint venture or sale of land.**
- 5.1.2 **To have a commercial arrangement with a number of existing lorry parking operations where their spaces/facilities can be used at short notice when Traffic Management measures are required, which could be paid for by users or HMG.**
- 5.1.3 **To consider whether any sites might provide other HMG border requirements, such as Customs or biosecurity checks, that could provide an additional source of revenue or trade.**

5.2 In Kent, the team have identified a number of locations which have the potential to meet the policy requirements stated above. These sites need to be reviewed further to:

- **Decide whether they should remain on the feasibility list.**
- **Decide on a strategy per location or on an overall commercial approach that is initially site neutral and seeks expressions of interest from existing or new site operators.**
- **Deliver the strategy and input into a business case.**

5.3 Consultant's advice will need to focus on:

- 5.3.1 **Commercial delivery options, both for existing truck stops and if HMG owned sites were to be developed for holding HGVs and lorry parks.**
- 5.3.2 **Assessment of demand and revenue streams for lorry parking.**
- 5.3.3 **Advice on market engagement.**
- 5.3.4 **Support related to development of project briefs and business cases.**
- 5.3.5 **Support related to the DfT-owned Sevington site as part of the cross Whitehall working project.**

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

6. The requirement

- 6.1 While the full set of requirements are described in detail below, it should be noted that DfT expects the delivery of these to be split between the current Financial Year (2023-2024) and next Financial Year (2024-2025). This contract is for up to 6 months until the end of this Financial Year (2023-2024), no further work is guaranteed in the next Financial Year (FY). Any work commissioned in the next FY (2024-2025) will be contracted with the Supplier via an extension to the original contract. The rates provided in the original tender submission will be applied across all work packages, including any potential follow-up work in FY 2024-2025 covered by a contract extension.**
- 6.2 The Department expects work packages 1-5 to be prioritised this FY and work packages 6-10 next FY, but this may be subject to change. The Department reserves the right to request the Supplier's support on all work packages outlined in this Statement of Requirements.**
- 6.3 Any work packages that are for delivery during FY 2024-2025 will be subject to securing further funding.**
- 6.4 Detailed description of the requirement and deliverables is listed below with the FY 2023-2024 requirements split into two parts:**

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

PART A: A set of fixed deliverables as listed below

Work package 1: Commercial delivery options and summary report:

- Produce a report on commercial delivery options covering:
 1. Advice on suitable commercial agreements with existing truck stops to utilise capacity for traffic management.
 - Part of the strategy is to utilise existing truck stop capacity for outbound traffic management holding as part of the 'system' approach. We are seeking advice on the options of commercial arrangements for HMG to enter into with commercial truck stop providers for periods of utilisation.
 2. Advice regarding options for suitable arrangements/partnerships with third party developers to develop HMG owned sites for traffic management and lorry parking.
 - We are considering the best way to develop a new facility / repurposing an existing facility on HMG land but based on an objective of reducing public expenditure by seeking third party investment. We would require advice on various options for commercial, delivery models and partnerships with third party developers to achieve this.
 3. Advice on commercial options to support the market delivering new HGV/lorry parking facilities (or expanding existing facilities) on privately owned land.
 - What options could the department consider to encourage a market led approach to investing and building new facilities without direct intervention from HMG in Kent that would benefit DfT objectives.
- We expect that the type of delivery options under consideration to include aspects such as:
 - Private investment only
 - Joint ventures
 - On the whole project
 - On parts of the project e.g., in obtaining planning consent
 - Public and private investment
 - Sell land or a long lease to a developer/investor
 - SPV
 - Concession agreement
 - Lease
- A draft report will be required within 6 weeks of contract commencement, with the final version of the report to be delivered within 8 weeks of contract commencement.
 - The Report should be at a strategic level to input into a Strategic Outline Business Case and must include:
 - the commercial and delivery options available, explain what they entail and how they would work.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

- the pros and cons associated with each.
- what issues may arise and need to be considered.
- timescale to achieving each option.
- advice on how these may differ between land that is owned by central or local government as opposed to privately owned land.
- whether we should consider bundling some sites together, if we are looking for a commercial party to provide a range of services – parking and holding HGVs, driver welfare etc.
- Procurement strategy (high-level)
- Key contractual arrangements (high-level)
- Risk

Work package 2: Final report to feed into the Department's drafting of an Outline Business Case to be produced by March 2024, which must cover findings from work packages 1-5. Including:

- A detailed assessment of commercial delivery options, including suitable commercial agreements with existing truck stops, suitable arrangements/partnerships with third party developers to develop HMG owned sites and commercial options to support the market delivering new HGV/lorry parking facilities (or expanding existing facilities) on privately owned land.
- Detailed advice regarding market engagement and a summary of market engagement undertaken to date based on the ad-hoc support provided through Work package 5.
- A detailed assessment of demand for lorry parking and revenue streams, detailing what the demand for lorry parking would be at each site and the associated revenue streams assessing viability of each, including the advice provided through Work package 3.
- Detailed advice related to Sevington IBF long-term plans, including the commercialisation and operationalisation models for multi-departmental policies and assessment of demand and revenue streams.

PART B: On-going support and advice

Suppliers are required to complete the rate card in the pricing schedule for grades of staff specified under MCF3 with the necessary experience and expertise to support the Work Packages outlined below. Suppliers may wish to offer discounts on the maximum frameworks rates.

The Supplier may be required to produce slide packs or advice notes on some of their findings related to the below workstreams and present to DfT, OGDs and stakeholders prior to inclusion of this work in the Final report (Work package 2).

Work package 3: Demand for lorry parking and assessment of Revenue Streams

- Work with DfT analysts on how best to assess the demand for lorry parking at each site.
 - Provide comparable evidence for use in this analysis.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2018

- Advice is required to determine how best to use existing data in aiding to assess demand and if the industry would also find it useful in determining their interest.
- Provide advice on revenue streams associated with lorry parking facilities, including:
 - What are the revenue streams available and associated with lorry parking?
 - How can these be delivered at new facilities?
 - What needs to be considered and what are the constraints?
 - How could these vary at different locations?
 - How might enforcement of illegal lorry parking affect demand?
 - Assess the viability of these revenue streams at each of the sites identified in Kent.

Work package 4: Support the Cabinet Office led, cross Whitehall work on long-term Sevington IBF plans

- To support the DfT team with the work on a cross Whitehall working project by ensuring that the work being produced for DfT is inputted into that work. This work includes looking at:
 - How different multi-departmental policies can be commercially operated on this site. Assessing the best arrangement of the site.
 - Assessing commercial and delivery models for Sevington as a multifunctional site (for border control, lorry parking, and traffic management).
 - To include assessment of demand and revenue streams for lorry parking, provide an assessment of demand, revenue, operational cost, CAPEX, rent and valuation of an HGV lorry facility with traffic management agreement in place.
- This may include attendance at bi-weekly business case meetings with other government departments and stakeholders.

Work package 5: Market Engagement

- Provide advice on how best to engage with the market.
- Assist DfT with undertaking market engagement.

We anticipate there may be additional follow up work required of the Supplier post April 2024, subject to financial approval. Any work post April 2024 will be agreed with the Supplier in an extension to the original contract. This may include:

Work package 6: Detailed assessment on most viable commercial strategy for each delivery option and report

- Produce an initial report Autumn 2024 (TBC) at Full Business Case level, to include but not limited to:
 - Any further detailed assessment carried out in work packages 1-5.
 - For each chosen site, assess the most commercially viable strategy.
 - To engage with the DfT to write a strategy per site.

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

- To aid the team in determining how many lorry parking spaces can be achieved.
- To aid the team in determining the range and quality of services that can / should be provided at each location e.g., 1 star V 5 star.
- To provide an assessment of trade (forecast profit and loss account) of the completed truck stop. The assessment will include commentary on occupancy with sensitivity analysis based on a range.
- To provide opinion of the likely rental value of the completed truck stop – based on the assumptions above.
- To provide opinion of the likely realisation cost of the completed truck stop investment assuming an institutionally acceptable lease of 35 years, for example, with a passing rent in line with our opinion of rental value, using and detailing the directly comparable evidence that is available.
- To provide opinion of the residual value of the land.

Work Package 7: Support related to development of project briefs and business cases (Outline BC and Full BC) both for DfT Kent Resilience Strategy and cross Whitehall working project.

Work Package 8: Advise and support the most suitable competitive process for third party involvement in the delivery of the commercial options/development of sites.

- For developing HMG sites
- To support market led delivery of new sites / expansion of existing facilities

Work Package 9: Further market engagement

Work Package 10: Final report on all of 24/25 work by end of calendar year 2024 (TBC)

7. key milestones and Deliverables

7.1 The following Contract milestones/deliverables shall apply:

Call-Off Schedule 20 (Call-Off Specification)
 Call-Off Ref:
 Crown Copyright 2018

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Commercial delivery options draft report	Within week 6 of Contract Award
2	Commercial delivery options final report	Within week 8 of Contract Award
3	Monthly check-ins regarding the progress of ongoing work	Ongoing throughout contract
4	Final report covering advice on work packages 1-5	By March 2024 prior to Contract Expiry

8. MANAGEMENT INFORMATION/reporting

- 8.1 All information regarding this project is to be considered 'official-sensitive' and only shared with the Sites Strategy team and/or only on a 'need to know' basis with other teams or suppliers involved.
- 8.2 The supplier is expected to attend progress report meeting with the Sites Strategy team (once a week) as well as attending any ad hoc meetings to ensure the scope is delivered timely.

9. continuous improvement

- 9.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 9.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

10. Sustainability

- 10.1 The Supplier should endeavour to reduce their environmental impact at all times during the contract's term.

11. quality

- 11.1 The Authority expects high quality professional standards. Quality of the Supplier's delivery will be monitored during the weekly reporting meeting with the Sites Strategy team.

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

12. PRICE

- 12.1 The maximum budget for this requirement is £150,000 (exclusive of VAT). This budget is intended to cover all work outlined in Work Packages 1-5, including both the fixed deliverables in Part A and the ongoing work outlined in Part B. Bidders should consider this when submitting their price proposal.
- 12.2 Full details of the pricing requirements and how the commercial element will be evaluated are set out in Attachments 2 and 4 of this ITT.
- 12.3 It is envisaged that the core team will primarily be comprised of Associate Director level staff and below, with access to Director and Partner level primarily for assurance purposes.
- 12.4 For Part A: The Supplier should submit a fixed cost to be paid upon completion of the deliverables.
- 12.5 For Part B: The Department requires you to submit daily rates for each of the individuals to be used in relation to this contract. Suppliers may wish to offer discounts on the maximum agreed frameworks rates.
- 12.6 Prices are to be submitted via the e-Sourcing Suite [Attachment 4 - Price Schedule] excluding VAT (Value Added Tax) and including all other expenses relating to contract delivery.
- 12.7 The Authority reserves the right to clarify and challenge the submitted Price Schedule (Attachment 4) if it:

Lacks clarity and the Authority is unable to evaluate it effectively.

Does not meet the Authority's requirements.

The Price schedule template looks like it has been amended in any way.

13. STAFF AND CUSTOMER SERVICE

- 13.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 13.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 13.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

13.4 The Supplier should endeavour to tackle regional workforce inequality in the delivery of this project and monitor the health and wellbeing of those actively deployed onto the project.

14. service levels and performance

14.1 The Authority will measure the quality of the Supplier's delivery during the weekly reporting meeting with the Sites Strategy team.

14.2 Should the quality/quantity of the work carried out by the Supplier fell below the expected standard, which will be monitored during the weekly reporting meetings, then the Supplier is expected to improve the quality/quantity of their work at no extra costs to the Authority.

14.3 Should the Supplier fail to improve their standard, the Authority could reserve the right to call for an early termination of the Contract without incurring in any financial penalties or liabilities.

15. Security and CONFIDENTIALITY requirements

15.1 All information regarding this project is to be considered 'official-sensitive' and only shared with the Sites Strategy team and/or only on a 'need to know' basis within the supplier teams involved in preparing the reports.

16. payment AND INVOICING

16.1 For Part A: Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

16.2 For Part B: The Supplier will be required to provide weekly timesheets for monthly approval by the DfT detailing work completed by task, hours, and day rates. These will be submitted for approval at least seven days prior to submission of any associated invoice.

16.3 Invoices should be submitted clearly stating the purchase order number to:

SSa.invoice@sharedservicesarvato.co.uk

or:

**DfT Shared Services Arvato
Accounts Payable Team
5 Sandringham Park
Swansea Vale
Swansea
SA7 0EA**

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

17. CONTRACT MANAGEMENT

- 17.1** The supplier is expected to attend progress report meeting with the Sites Strategy team (once a week) as well as attending any ad hoc meetings to ensure the scope is delivered timely.
- 17.2** Attendance at Contract Review meetings shall be at the Supplier's own expense.

18. Location

DfT's headquarters are at Great Minster House, 33 Horseferry Road, London SW1P 4DR. The DfT is unable to offer the Supplier office facilities for the delivery of this work that should be carried out at their own premises. It is envisaged that most communication will be conducted by e-mail, telephone or teleconference. Some face-to-face meetings may be required; these will be planned in advance and limited in number.



Crown
Commercial
Service

Core Terms

1. Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.
- 2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:
 - (a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 - (b) create new Call-Off Schedules;
 - (c) exclude optional template Call-Off Schedules; and/or
 - (d) use Special Terms in the Order Form to add or change terms.
- 2.5 Each Call-Off Contract:
 - (a) is a separate Contract from the Framework Contract;
 - (b) is between a Supplier and a Buyer;
 - (c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
 - (d) survives the termination of the Framework Contract.
- 2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.
- 2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.
- 2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
 - (a) verify the accuracy of the Due Diligence Information; or
 - (b) properly perform its own adequate checks.
- 2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
- (b) to a professional standard;
- (c) using reasonable skill and care;
- (d) using Good Industry Practice;
- (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
- (f) on the dates agreed; and
- (g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

Core Terms

- 3.2.9** The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10** The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11** The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12** The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

- 3.3.1** Late Delivery of the Services will be a Default of a Call-Off Contract.
- 3.3.2** The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3** The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4** The Supplier must allocate sufficient resources and appropriate expertise to each Contract.
- 3.3.5** The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
- 3.3.6** The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7** The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

- 4.1** In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2** CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3** All Charges and the Management Charge:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.

Core Terms

- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
- (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

- 5.1 If Supplier Non-Performance arises from an Authority Cause:
- (a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
 - (b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
 - (c) the Supplier is entitled to additional time needed to make the Delivery; and
 - (d) the Supplier cannot suspend the ongoing supply of Deliverables.
- 5.2 Clause 5.1 only applies if the Supplier:
- (a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;

- (b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
- (c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must:

- (a) attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form; and
- (b) where the Order Form states that Financial Transparency Objectives apply, co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:
 - (i) on or before the Start Date;
 - (ii) at the end of each Contract Year; and
 - (iii) within 6 Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if required within 10 Working Days of the Buyer receiving a Financial Report.

6.2 The Supplier must keep and maintain full and accurate records and accounts, including the maintenance of Open Book Data, in accordance with Good Industry Practice and the Law on everything to do with the Contract:

- (a) during the Contract Period;
- (b) for 7 years after the End Date or such other date as agreed between the Parties; and
- (c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1 and the Supplier shall make available its Financial Representative at reasonable times and on reasonable notice, during the Contract Period and up to 18 Months after the End Date, to answer questions that the Relevant Authority or an Auditor may have on those records and accounts, any Financial Report or Open Book Data.

6.3 The Relevant Authority or an Auditor can Audit the Supplier during the relevant Contract Period and for up to 18 Months from the End Date of the Contract and, in the case of CCS, for up to 18 Months from the latest End Date to occur under any Call-Off Contract.

6.4 During an Audit, the Supplier must:

- (a) allow the Relevant Authority or any Auditor access to:
 - (i) any Sites, equipment and Supplier's System used in the performance of the Contract to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and

Core Terms

- (ii) Supplier Staff; and
 - (b) provide information within the permitted scope of the Audit to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority and the Relevant Authority shall use reasonable endeavours to ensure that its Auditor does not unreasonably disrupt the Supplier or its provision of the Deliverables, save insofar as the Supplier accepts and acknowledges that Audits carried out by Auditors are outside the control of the Relevant Authority.
- 6.6 If the Supplier:
 - (a) is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (i) tell the Relevant Authority and give reasons;
 - (ii) propose corrective action; and
 - (iii) provide a deadline for completing the corrective action; and
 - (b) becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (i) Supplier's currently incurred or forecast future Costs; and
 - (ii) forecast Charges for the remainder of the Contract;then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline e.g. Head of Internal Audit/ Finance Director/ External Audit firm.
- 6.9 Each Self Audit Certificate should be based on tests completed against a representative sample of 10% of Orders carries out during the period being audited or 100 Orders (whichever is less) and should provide assurance that:

Core Terms

- (a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;
- (b) all related invoices are completely and accurately included in the MI Reports;
- (c) all Charges to Buyers comply with any requirements under a Contract or as otherwise agreed in writing with the Government on maximum mark-up, discounts, charge rates, fixed quotes (as applicable); and
- (d) an additional sample of 5 public sector Orders identified from the Supplier's order processing and invoicing systems as orders not placed under the Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.

6.10 The Supplier must comply with Buyer's reasonable instructions following an Audit, including:

- (a) correct any identified Default;
- (b) rectify any error identified in a Financial Report; and
- (c) repaying any Charges that the Relevant Authority has overpaid.

6.11 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a material Default by the Supplier, in which case the Supplier will repay the Relevant Authority's reasonable costs in connection with the Audit.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

- (a) be appropriately trained and qualified;
- (b) be vetted using Good Industry Practice and the Security Policy; and
- (c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

Core Terms

- (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;
 - (d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
 - (e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
 - (f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
 - (g) it is not impacted by an Insolvency Event; and
 - (h) it will comply with each Call-Off Contract.
- 8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:
- (a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
 - (b) non-payment by the Supplier of any Tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26.
- 8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.
- 8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.
- 8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' written notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or

Core Terms

- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

- (a) must give reasonable grounds for its decision; and
- (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) there is a Supplier Insolvency Event;
- (b) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Supplier does not provide a Rectification Plan within 10 days of the request;
- (d) there is any material Default of the Contract;
- (e) there is any material Default of any Joint Controller Agreement relating to any Contract;
- (f) there is a Default of Clauses 2.10, 6, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
- (g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
- (h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
- (i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
- (j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

- (a) the Relevant Authority rejects a Rectification Plan;
- (b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
- (c) if there is a declaration of ineffectiveness in respect of any Variation; or
- (d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the contract

The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.
- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during

this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

- 10.7.2** Where CCS has the right to terminate a Framework Contract it is entitled to terminate all or part of it.
- 10.7.3** Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.
- 10.7.4** The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.
- 10.7.5** The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:
- (a) reject the Variation; or
 - (b) increase the Charges, except where the right to partial termination is under Clause 10.2.
- 10.7.6** The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 **When subcontracts can be ended**

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. **How much you can be held responsible for**

- 11.1** Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2** Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is a sum equal to one hundred and twenty five percent (125%) of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3** No Party is liable to the other for:
- (a) any indirect Losses; or

Core Terms

- (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

- (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
- (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
- (c) any liability that cannot be excluded or limited by Law;
- (d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

- (a) Deductions; and
- (b) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

- 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).
- 14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.
- 14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.
- 14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.
- 14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:
- (a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
 - (b) restore the Government Data itself or using a third party.
- 14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- (a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;
 - (b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
 - (c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
 - (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
 - (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- (a) keep all Confidential Information it receives confidential and secure;
- (b) except as expressly set out in the Contract at Clauses 15.2 to 15.4 or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
- (c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- (a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- (b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
- (c) if the information was given to it by a third party without obligation of confidentiality;
- (d) if the information was in the public domain at the time of the disclosure;
- (e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
- (f) on a confidential basis, to its auditors;
- (g) on a confidential basis, to its professional advisers on a need-to-know basis; or
- (h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause 15.1, the Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause 15.1, CCS or the Buyer may disclose Confidential Information in any of the following cases:

- (a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
- (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
- (c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- (d) where requested by Parliament; or
- (e) under Clauses 4.7 and 16.

- 15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.
- 15.6 Transparency Information is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

- 16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.
- 16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- (a) publish the Transparency Information;
 - (b) comply with any Freedom of Information Act (FOIA) request; and/or
 - (c) comply with any Environmental Information Regulations (EIR) request.
- 16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the contract

If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

- (a) provides a Force Majeure Notice to the other Party; and
- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the contract

No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

- 23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.
- 23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.
- 23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.
- 23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
- 23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
- (a) their name;
 - (b) the scope of their appointment; and
 - (c) the duration of their appointment.

24. Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:

Core Terms

- (a) with the Variation Form, where the Supplier requests the Variation; or
- (b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

- (a) agree that the Contract continues without the Variation; or
- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

- (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- (b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
- (b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
- (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
- (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

- (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

Core Terms

- (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
- (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;
- (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
- (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
- (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation in accordance with Clause 6.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

- (a) Prohibited Act;
- (b) identity of the Party who it thinks has committed the Prohibited Act; and
- (c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- (a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- (b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- (a) all applicable Law regarding health and safety; and
- (b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

- 31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.
- 31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:
- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

Core Terms

- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
- (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.
- 32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.
- 32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
 - (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

This Contract and any Disputes arising out of, or connected to it, are governed by English law.

Framework Award Form Crown
Copyright 2018



Crown
Commercial
Service

Framework Award Form

Highly confidential

Framework Ref: RM6187
Project Version: v1.0
Model Version: v3.7

Framework Award Form Crown
Copyright 2018

This Framework Award Form creates the Framework Contract. It summarises the main features of the procurement and includes CCS and the Supplier's contact details.

1.	CCS	<p>The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).</p> <p>Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.</p>
2.	Supplier	<p>Name: Costain Limited</p> <p>Address: Costain House Vanwall Business Park Maidenhead Berkshire England SL6 4UB</p> <p>00610201</p> <p>Registration number: SID4GOV ID: N A</p>
3.	Framework Contract	<p>This framework contract between CCS and the Supplier allows the Supplier to be considered for Call-off Contracts to supply the Deliverables in Lot 1, 2, 3, 8, 9</p> <p>You cannot deliver in any other Lot under this contract. Any references made to other Lots in this contract do not apply.</p> <p>This opportunity is advertised in the Contract Notice in the Official Journal of the European Union reference 2020/S 207-506346 (OJEU Contract Notice).</p>
4.	Deliverables	See Framework Schedule 1 (Specification) for further details.
5.	Framework Start Date	24/08/2021
6.	Framework Expiry Date	23/08/2025
7.	Framework Optional Extension Period	N/A
8.	Order Procedure	See Framework Schedule 7 (Call-off Award Procedure)

Highly confidential

Framework Ref: RM6187
Project Version: v1.0
Model Version: v3.7

Framework Award Form Crown
Copyright 2018

<p>9. Framework Incorporated Terms</p> <p>(together these documents form the 'the Framework Contract')</p>		<p>The following documents are incorporated into the Framework Contract. Where numbers are missing we are not using these schedules. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"> 1. This Framework Award Form 2. Any Framework Special Terms (see Section 10 'Framework Special Terms' in this Framework Award Form) 3. Joint Schedule 1 (Definitions) RM6187 4. Joint Schedule 11 (Processing Data) RM6187 5. The following Schedules for RM6187 (in equal order of precedence): <ul style="list-style-type: none"> ○ Framework Schedule 1 (Specification) <ul style="list-style-type: none"> ○ Framework Schedule 3 (Framework Prices) ○ Framework Schedule 4 (Framework Management) ○ Framework Schedule 5 (Management Charges and Information) ○ Framework Schedule 6 (Order Form Template and Call-Off Schedules) including the following template Call-Off Schedules: <ul style="list-style-type: none"> ▪ Call-Off Schedule 1 (Transparency Reports) ▪ Call-Off Schedule 3 (Continuous Improvement) ▪ Call-Off Schedule 4 (Call-Off Tender) ▪ 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) ▪ Call-Off Schedule 9 (Security) ▪ Call-Off Schedule 10 (Exit Management) ▪ Call-Off Schedule 12 (Clustering) ▪ Call-Off Schedule 13 (Implementation Plan and Testing) ▪ Call-Off Schedule 14 (Service Levels) ▪ Call-Off Schedule 15 (Call-Off Contract Management) ▪ Call-Off Schedule 16 (Benchmarking) ▪ Call-Off Schedule 17 (MOD Terms) ▪ Call-Off Schedule 18 (Background Checks)
---	--	---

Highly confidential

Framework Award Form Crown
Copyright 2018

		<ul style="list-style-type: none"> ▪ Call-Off Schedule 19 (Scottish Law) ▪ Call-Off Schedule 20 (Call-Off Specification) ▪ Call-Off Schedule 21 (Northern Ireland Law) ▪ Call-Off Schedule 23 (HMRC Terms) ○ Framework Schedule 7 (Call-Off Award Procedure) ○ Framework Schedule 8 (Self Audit Certificate) ○ Framework Schedule 9 (Cyber Essentials Scheme) ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements)
		<ul style="list-style-type: none"> ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 6 (Key Subcontractors) ○ Joint Schedule 7 (Financial Difficulties) ○ Joint Schedule 8 (Guarantee) ○ Joint Schedule 9 (Minimum Standards of Reliability) ○ Joint Schedule 10 (Rectification Plan) <p>6. CCS Core Terms (version 3.0.10)</p> <p>7. Joint Schedule 5 (Corporate Social Responsibility) RM6187</p> <p>8. Framework Schedule 2 (Framework Tender) RM6187 long as any part of the Framework Tender that offers a better commercial position for CCS or Buyers (as decided by CCS) take precedence over the documents above</p>
10.	Framework Special Terms	N/A
11.	Framework Prices	Details in Framework Schedule 3 (Framework Prices)
12.	Insurance	Details in Annex of Joint Schedule 3 (Insurance Requirements).
13.	Cyber	Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Framework Schedule F9 (Cyber Essentials Scheme)

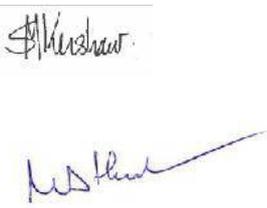
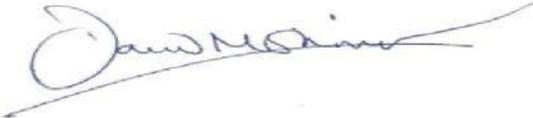
Highly confidential

Framework Award Form Crown
Copyright 2018

	Essentials Certification	
14.	Management Charge	The Supplier will pay, excluding VAT, 1% of all the Charges for the Deliverables invoiced to the Buyer under all Call-Off Contracts.
15.	Data Protection Liability Cap	£10,000,000
16.	Supplier Framework Manager	Andrew Watson Director - Central Government Advisory andrew.watson1@costain.com 07598 811751
17.	Supplier Authorised Representative	Adam Bennett Central Government Client Director adam.bennett@costain.com 07717 838866
18.	Supplier Compliance Officer	Group Legal Department Group Legal Department dataprotection@costain.com 01628 842444
19.	Supplier Data Protection Officer	Group Legal Department Group Legal Department dataprotection@costain.com 01628 842444

Framework Award Form Crown
Copyright 2018

20.	Supplier Marketing Contact	<p>Francesca Buckley</p> <p>Marketing & Communications Manager</p> <p>francesca.buckley@costain.com</p> <p>n a</p>
21.	Key Subcontractors	Please see the Embedded Documents Folder
22.	CCS Authorised Representative	<p>David Pyle</p> <p>Commercial Agreement Lead</p> <p>David.pyle@crowncommercial.gov.uk</p> <p>07767 440 960</p>

For and on behalf of the Supplier:		For and on behalf of CCS:	
Signature:		Signature:	
Name:	<p>Sue Kershaw</p> <p>Martin Hunter</p>	Name:	David Skinnenr
Role:	<p>MD Transportation</p> <p>Director</p>	Role:	Strategic Category Commercial Director - Corporate
Date:	23.08.21	Date:	23/08/2021

Highly confidential

Framework Schedule 3 (Framework Prices)

1. How Framework Prices are used to calculate Call-Off Charges

1.1 The Framework Prices:

- 1.1.1 will be used as the basis for the charges (and are maximums that the Supplier may charge) under each Call Off Contract; and
- 1.1.2 cannot be increased except as in accordance with this Schedule.

1.2 The Charges:

- 1.2.1 shall be calculated in accordance with the terms of the Call Off Contract and in particular in accordance with the terms of the Order Form;
- 1.2.2 cannot be increased except as specifically permitted by the Call Off Contract and in particular shall not be subject to Indexation.

2. How Framework Prices are calculated

- 2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Framework Prices in Call Off Contracts.

3. Costs and expenses

- 3.1 Except as expressly set out in paragraph 4 (Reimbursable Expenses) of this Framework Schedule 3, the Framework Prices shall include all costs and expenses relating to the Services provided to the Buyer and/or the Suppliers performance of its obligations under any Call Off Contracts and no further amounts shall be payable by a Buyer to the Supplier in respect of such performance, including in respect of matters such as:

- 3.1.1 incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 3.1.2 any amount for any services provided or costs incurred by the Supplier prior to the commencement date of any Call Off Contract.; or
- 3.1.3 costs incurred prior to the commencement of any Call Off Contract.

4. Reimbursable expenses

- 4.1 Where Services are to be provided to the Buyer under any Call Off Contract on the basis of Framework Prices submitted by the Supplier to CCS using the Time Framework Ref: RM6187

and Materials pricing mechanism set out in Annex 1, the Supplier shall be entitled to be reimbursed by the Buyer for Reimbursable Expenses (in addition to being paid the relevant Charges under the respective Call Off Contracts), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Buyer shall provide a copy of their current expenses policy to the Supplier upon request.

5. Other events that allow the Supplier to change the Framework Prices

5.1 The Framework Prices can also be varied (and Annex 1 will be updated accordingly) due to:

- 5.1.1 a Specific Change in Law in accordance with Clause 24;
- 5.1.2 a review in accordance with insurance requirements in Clause 13;
- 5.1.3 a benchmarking review in accordance with Call Off Schedule 16 (Benchmarking); and
- 5.1.4 a request from the Supplier, which it can make at any time, to decrease the Framework Prices.

6. Not Used

7. Not Used

8. Not Used

Annex 1: Rates and Prices

Table 1: Time and Materials

The Supplier (and its Sub-Contractor) shall not be entitled to include any uplift for risks or contingencies within its day rates

The rates below shall not be subject to variation by way of Indexation

Staff Grade	Day Rate (£)
Partner	[T&M]
Managing Consultancy / Director	[T&M]
Principal Consultant / Associate Director	[T&M]
Senior Consultant / Engagement Manager / Project Lead	[T&M]
Consultant	[T&M]
Analyst / Junior Consultant	[T&M]

Table 2: Fixed Prices

The rates of services below shall not be subject to variation by way of Indexation

Framework Price	Fixed Framework Price (£)
[e.g. fixed price 1]	
[e.g. fixed price 2]	

Table 3: Volume Based Prices

The rates below shall not be subject to variation by way of Indexation

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.7

Framework Price Number	Unit	Number of units per Service Period	Charge per unit (£)
[e.g. volume based price 1]		[] - []	[]
		[] - []	[]
[e.g. volume based price 2]		[] - []	[]
		[] - []	[]

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.7

Framework Schedule 3 Annex 1 (Embedded Document) sits here

Price Matrix Lot 1 (Business)						
Management Consultancy Framework Three (MCF3)						
Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only	£ 1,510	£ 1,260	£ 820	£ 690	£ 520	£ 370
	Cell this colour indicates unacceptable value (multiples of £10 only)		Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade			

Price Matrix Lot 1 (Business)						
Management Consultancy Framework Three (MCF3)						
Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only	£ 1,510	£ 1,260	£ 820	£ 690	£ 520	£ 370
	Cell this colour indicates unacceptable value (multiples of £10 only)		Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade			

Framework Ref: RM6187

Project Version: v1.0

1

Model Version: v3.7

Price Matrix Lot 3 (Complex and Transformation) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only	£ 1,510	£ 1,260	£ 820	£ 690	£ 520	£ 370
	Cell this colour indicates unacceptable value (multiples of £10 only)					Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade

Price Matrix Lot 4 (Finance) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager /	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only						
	Cell this colour indicates unacceptable value (multiples of £10 only)					

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.7

Price Matrix Lot 5 (HR) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only						
	Cell this colour indicates unacceptable value (multiples of £10)					

Price Matrix Lot 5 (HR) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only						
	Cell this colour indicates unacceptable value (multiples of £10)					

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.7

Price Matrix Lot 7 (Health, Social Care and Community) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager /	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only						
	Cell this colour indicates unacceptable value (multiples of £10 only)					Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade

Price Matrix Lot 8 (Infrastructure Including Transport) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only	£ 1,800	£ 1,510	£ 990	£ 830	£ 630	£ 450
	Cell this colour indicates unacceptable value (multiples of £10 only)	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade				

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.7

Price Matrix Lot 9 (Environmental Sustainability and Socio-Economic Development) Management Consultancy Framework Three (MCF3) Contract Reference: RM6187						
Supplier name: will auto populate from cell A5 of the "Cover Sheet"			Costain Limited			
Grade	Partner	Managing Consultant / Director	Principal Consultant / Associate Director	Senior Consultant / Engagement Manager / Project Lead	Consultant	Analyst / Junior Consultant
Percentage Variance	You must enter the price for this grade first	Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Managing Consultant / Director	Must be between a minimum of 10% lower and a maximum of 50% lower than the Principal Consultant / Associate	Must be between a minimum of 10% lower and a maximum of 50% lower than the Senior Consultant / Engagement Manager / Project Lead grade	Must be between a minimum of 10% lower and a maximum of 50% lower than the Consultant grade
Maximum Day Rate in multiples of £10 only	£ 1,800	£ 1,510	£ 990	£ 830	£ 630	£ 450
	Cell this colour indicates unacceptable value (multiples of £10)		Must be between a minimum of 10% lower and a maximum of 50% lower than the Partner grade			

Framework Ref: RM6187

Project Version: v1.0

Model Version: v3.7

Framework Schedule 5 (Management Charges and Information)
Crown Copyright 2018

Framework Schedule 5 (Management Charges and Information)

1. How to provide management information to CCS

- 1.1 The Supplier shall, at no charge, provide timely, full, accurate and complete MI Reports to CCS which incorporate the data, in the correct format, required by the MI Reporting Template and such guidance that CCS may issue from time to time.
- 1.2 The initial **MI Reporting Template** is set out in the Annex to this Schedule and CCS may change it from time to time (including the data required and/or format) and issue a replacement version. CCS shall give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used. The Supplier may not make any amendment to the current MI Reporting Template without the prior Approval of CCS.

2 Reporting period

- 2.1 **MI Reports** must be completed and returned to CCS by the fifth Working Day of every month during the Framework Contract Period and thereafter until all transactions relating to Call-Off Contracts have permanently ceased. If at any point there is a period of a month where no reportable transactions occur, then a declaration must be made confirming no business has been conducted, in place of data submission.
- 2.2 In an MI Report, the Supplier should report contract data that is one month in arrears. For example, if an invoice is raised for October but the work was actually completed in September, the Supplier must report the invoice in October's MI Report and not September's. Each Order received by the Supplier must be reported only once, i.e. when the Order is received.

3. Submitting the information

- 3.1 MI Reports shall be completed electronically and uploaded to the CCS data submission service available at:
<https://www.reportmi.crowncommercial.gov.uk>
- 3.2 MI Reports must be completed in pounds sterling unless CCS has given prior written consent to the use of another currency.
- 3.3 CCS may reasonably require that MI Reports be submitted by an alternative means such as email.
- 3.4 Where requested by CCS, the Supplier shall provide Management Information to a Buyer as specified by CCS.
- 3.5 The Supplier shall:

Framework Schedule 5 (Management Charges and Information)

Crown Copyright 2018

3.4.1 promptly after the Framework Start Date provide an e-mail and/or postal address to which CCS will send invoices for the Management Charge and monthly statements relating to the invoicing of the Management Charge;

3.4.2 promptly after the Framework Start Date provide at least one contact name and contact details for the purposes of queries relating to either Management Information or invoicing; and

3.4.3 immediately notify CCS of any changes to the details previously provided to CCS under this Paragraph 3.4.

4. How CCS can use the Management Information

4.1 The Supplier grants CCS a non-exclusive, transferable, perpetual, irrevocable, royalty free licence to:

4.1.1 use and to share with any Buyer, Other Contracting Authority and relevant person; and/or

4.1.2 publish (subject to any information that is exempt from disclosure in accordance with the provisions of FOIA, being redacted),

any Management Information supplied to CCS for CCS' normal operational activities including administering this Contract and/or all Call-Off Contracts, monitoring public sector expenditure, identifying savings or potential savings and planning future procurement activity.

4.2 CCS may consult with the Supplier to inform its decision to publish information. However, CCS shall retain absolute discretion regarding the extent, content and format of any disclosure.

4.3 Following receipt of the completed MI Report, CCS shall invoice the Supplier for the Management Charge payable for the Month to which the MI report relates.

5. Paying the Management Charge

5.1 The **Management Charge** excludes VAT which is payable on provision of a valid VAT invoice.

5.2 The Supplier shall pay CCS the Management Charge (and other charges payable in accordance with this Schedule) in cleared funds within 30 days of receipt by the Supplier of an undisputed invoice to such bank or building society account set out in the invoice.

Framework Schedule 5 (Management Charges and Information)
Crown Copyright 2018

6. What happens if the Management Charge is not paid?

- 6.1 Payment of undisputed and valid CCS invoices should be completed within thirty (30) days. CCS may take action on outstanding invoices by:
 - 6.1.1 issuing the supplier with reminders that an invoice payment is due and/or overdue;
 - 6.1.2 charging statutory interest and charges on overdue invoices, as per the Late Payment of Commercial Debts (Interest) Act 1998;
 - 6.1.3 suspending the supplier from the agreement until such time that overdue invoices are paid; and/or
 - 6.1.4 terminating this contract.
- 6.2 If an Audit reveals that the Supplier has not paid any amount equal to or greater than:
 - 6.2.1 one per cent (1%) of the Management Charge due in respect of any one Contract Year or of any Call-Off Contract then, without prejudice to CCS's other rights under this Framework Contract, the Supplier shall reimburse CCS its reasonable costs incurred in relation to the Audit; and
 - 6.2.2 five per cent (5%) of the Management Charge due in respect of any one Contract Year of this Framework Contract or of any Call-Off Contract then, without prejudice to CCS's other rights under the Framework Contract, the supplier reimburse CCS its reasonable costs incurred in relation to the Audit and CCS shall be entitled to terminate this Framework Contract.

7. What happens if the Management Information is wrong?

- 7.1 If the Supplier or CCS identify error(s) and/or omission(s) in historic MI Report(s), the Supplier must provide corrected MI report(s) to CCS on or before the date when the next MI Report is due. Corrections may be either in the form of an addendum to the next MI submission, or a resubmission of existing historic returns, at the discretion of CCS.
- 7.2 Following an **MI Failure**, CCS may issue reminders to the Supplier and require the Supplier to correctly complete the MI Report. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.

Meetings

- 7.3 The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of CCS. If CCS requests such a meeting the Supplier shall propose and document measures

Framework Schedule 5 (Management Charges and Information)

Crown Copyright 2018

as part of a Rectification Plan to ensure that the MI Failure(s) are corrected and do not occur in the future.

Admin fees

7.4 If, in any rolling three (3) Month period, two (2) or more MI Failures occur, the Supplier acknowledges and agrees that CCS shall have the right to invoice the Supplier Admin Fee(s) with respect to any MI Failures as they arise in subsequent Months.

7.5 The Supplier acknowledges and agrees that the Admin Fees are a fair reflection of the additional costs incurred by CCS as a result of the Supplier failing to provide Management Information as required by this Contract.

8. What happens if Management Information Reports are not provided?

8.1 If two (2) MI Reports are not provided in any rolling six (6) month period then an **MI Default** shall be deemed to have occurred and CCS shall be entitled to:

- 8.1.1 charge and the Supplier shall pay a **Default Management Charge** in respect of the Months in which the MI Default occurred and subsequent Months in which they continue, calculated in accordance with Paragraph 8.2.1 and/or
- 8.1.2 suspend the Supplier from the agreement until such time that deficient MI reports(s) are rectified; and/or
- 8.1.3 terminate this Contract.

8.2 The Default Management Charge shall be the higher of:

- 8.2.1 the average Management Charge paid or payable by the Supplier in the previous six (6) Month period or, if the MI Default occurred within less than six (6) months from the commencement date of the first Call-Off Contract, in the whole period preceding the date on which the MI Default occurred; or
- 8.2.2 the sum of five hundred pounds (£500).

8.3 If the Supplier provides sufficient Management Information to rectify any MI Default(s) to the satisfaction of CCS and the Management Information demonstrates that:

- 8.3.1 the Supplier has overpaid the Management Charge as a result of the application of the Default Management Charge then the Supplier shall be entitled to a refund of the overpayment, net of any Admin Fees where applicable; or
- 8.3.2 the Supplier has underpaid the Management Charge during the period when a Default Management Charge was applied,

Framework Schedule 5 (Management Charges and Information)

Crown Copyright 2018

then CCS shall be entitled to immediate payment of the balance as a debt together with interest.

Framework Schedule 5 (Management Charges and Information)
Crown Copyright 2018

Annex: MI Reporting Template

Framework Schedule 5 MI Reporting Template (Embedded Document) sits here

The MI Collection team in Data Insights create MI Templates. A minimum standard template is embedded below.

Contact:

<https://www.reportmi.crowncommercial.gov.uk/>

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **[Insert]** Buyer's contract reference number]

THE BUYER: **[Insert]** Buyer's name]

BUYER ADDRESS **[Insert]** business address]

THE SUPPLIER: **[Insert]** name of Supplier]

SUPPLIER ADDRESS: **[Insert]** registered address (if registered)]

REGISTRATION NUMBER: **[Insert]** registration number (if registered)]

DUNS NUMBER: **[Insert]** if known]

SID4GOV ID: **[Insert]** if known]

[Buyer guidance: This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **[Insert]** date of issue].

It's issued under the Framework Contract with the reference number **[Insert]** Framework Contract Reference number] for the provision of **[Insert]** name of goods and services].

CALL-OFF LOT(S):
[Insert] the relevant lot numbers **or insert** Not applicable]

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

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 Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **[Insert]** framework reference number]
3. The following Schedules in equal order of precedence:

[CCS guidance: delete any highlighted Schedule that is not listed in the final Framework Award Form. **Add** any Joint or Call-Off Schedules that have been added to the final Framework Award Form. You **must** ensure that all schedules in this list are available to Buyers on the CCS web site, as finalised at Framework award.]

[Buyer guidance: delete any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

- Joint Schedules for **RM6187**
 - 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)]**
 - **[Joint Schedule 9 (Minimum Standards of Reliability)]**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for **[Insert]** Call-Off reference number]
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)]**
 - **[Call-Off Schedule 9 (Security)]**
 - **[Call-Off Schedule 10 (Exit Management)]**
 - **[Call-Off Schedule 12 (Clustering)]**
 - **[Call-Off Schedule 13 (Implementation Plan and Testing)]**
 - **[Call-Off Schedule 14 (Service Levels)]**
 - **[Call-Off Schedule 15 (Call-Off Contract Management)]**

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

- [Call-Off Schedule 16 (Benchmarking)]
 - [Call-Off Schedule 17 (MOD Terms)]
 - [Call-Off Schedule 18 (Background Checks)]
 - [Call-Off Schedule 19 (Scottish Law)]
 - [Call-Off Schedule 20 (Call-Off Specification)]
 - [Call-off Schedule 21 (Northern Ireland Law)]
 - [Call-Off Schedule 23 (HMRC Terms)]
4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6187**
6. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

[Insert terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none)

Special term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

(i) specified in this Contract or

(ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

[Special Term 2.]

[Special Term 3.]

[None]

CALL-OFF START DATE: [Insert Day Month Year]

CALL-OFF EXPIRY DATE: [Insert Day Month Year]

CALL-OFF INITIAL PERIOD: [Insert Years, Months]

CALL-OFF DELIVERABLES

[Buyer guidance: complete option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable]][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

[Buyer guidance: you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

[Buyer guidance: Use option A or, if charging model is too complex to detail in this form or must be embedded, use option B and Call-Off Schedule 5 instead. Delete the option that is not used.]

[Option A: Insert the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[Delete if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

[Delete if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- [Specific Change in Law]
- [Benchmarking using Call-Off Schedule 16 (Benchmarking)]

REIMBURSABLE EXPENSES

[Insert None or insert Recoverable as stated in the Framework Contract]

PAYMENT METHOD

[Insert payment method(s) and necessary details]

BUYER'S INVOICE ADDRESS:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives **[do not]** apply to this Call-Off Contract.

[Guidance delete reference to "[do not]" if they apply]

BUYER'S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

BUYER'S ENVIRONMENTAL POLICY

[Insert details] [Document name] [version] [date] [available online at:]
or insert: [Appended at Call-Off Schedule X]]

BUYER'S SECURITY POLICY

[Insert details] [Document name] [version] [date] [available online at:]
or insert: [Appended at Call-Off Schedule X]]

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

SUPPLIER'S CONTRACT MANAGER

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

PROGRESS REPORT FREQUENCY

[Insert report frequency]: On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

[Insert meeting frequency]: Quarterly on the first Working Day of each quarter]

KEY STAFF

[Insert] name]
[Insert] role]
[Insert] email address]
[Insert] address]

KEY SUBCONTRACTOR(S)

[Insert] name (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

[Insert] Not applicable **or insert** Supplier's Commercially Sensitive Information]

SERVICE CREDITS

[Insert] Not applicable]
[or insert] Service Credits will accrue in accordance with Call-Off Schedule 14
(Service Levels).

The Service Credit Cap is: **[Insert]** £value].

The Service Period is: **[Insert duration]:** one Month]

A Critical Service Level Failure is: **[Buyer to define]**

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Crown Copyright 2018

ADDITIONAL INSURANCES

[Insert] Not applicable

or insert details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

GUARANTEE

[Insert] Not applicable

or insert The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

or insert There's a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SOCIAL VALUE COMMITMENT

[Insert] Not applicable **or insert** The Supplier 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 Tender)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

[Buyer guidance: execution by seal / deed where required by the Buyer].

Framework Schedule 7 (Call-Off Award Procedure)

Part 1: Order Procedure

1. How a Call-Off Contract is awarded

1.1 If a potential Buyer decides to source Deliverables through this Contract then it will award its Deliverables in accordance with the procedure in this Schedule and the requirements of the Regulations.

1.2 If the potential Buyer can determine that:

1.2.1 its Deliverables can be met by the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and

1.2.2 all of the terms of the proposed Call-Off Contract are laid down in this Contract and do not require amendment or any supplementary terms and conditions;

then the Buyer may award a Call-Off Contract in accordance with the procedure set out in Paragraph 2 below.

1.3 If all of the terms of the proposed Call-Off Contract are not laid down in this Contract and the potential Buyer:

1.3.1 requires the Supplier to develop proposals or a solution in respect of such Deliverables; and/or

1.3.2 needs to amend or refine the terms of the Framework Contract to reflect its Deliverables to the extent permitted by and in accordance with the Regulations;

then the Buyer may award a Call-Off Contract in accordance with the Further Competition Procedure set out in Paragraph 3 below.

2. How a direct award works

2.1 Subject to Paragraph 1.2 above the Buyer awarding a Call-Off Contract under this Contract without holding a further competition shall:

2.1.1 develop a clear Statement of Requirements;

2.1.2 apply the direct award criteria to the Suppliers' catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender) for all Suppliers capable of meeting the Statement of Requirements in order to establish which Supplier provides the most economically advantageous solution; and

2.1.3 on the basis set out above, award the Call-Off Contract with the successful Supplier in accordance with Paragraph 6 below.

Framework Schedule 7 (Call-Off Award Procedure)
Crown Copyright 2018

3. How a further competition works

What the Buyer has to do

3.1 If applicable, the Buyer may use the following procedure to shortlist Suppliers before entering into a Further Competition Procedure:

3.1.1 Service Filters – The Buyer will produce a Supplier shortlist based on the Service Filters.

3.1.2 Expression Of Interest (EOI) – The Buyer may use an EOI process to produce a Supplier shortlist. The EOI may contain the following details but is not limited to: scope, scale, timescales, incumbent supplier, grades, payment terms, capacity and/or budget.

3.1.3 Service Filters and Expression of Interest – The Buyer may use both of the procedures detailed in paragraph 3.1.2 and 3.1.3.

3.1.4 Conference call – The Buyer may use this after the EOI. The Buyer will provide further information on its requirement and Suppliers may have the opportunity to raise queries.

3.1.5 Suppliers can deselect themselves through the process after the Service Filters and/or EOI and/or conference call.

3.2 If the Supplier does not respond to the EOI in accordance with any stated timescales they will not be invited to participate in the Further Competition Procedure.

3.3 If the Supplier is invited to the conference call and they do not attend they may not be invited to participate in the Further Competition Procedure.

3.4 CCS reserves the right to add or change the Services Filters and the EOI template throughout the lifetime of the Framework Agreement.

3.5 The Supplier may update their Service Filters during the lifetime of the Framework Agreement subject to you providing a customer reference.

3.6 The Buyer awarding a Call-Off Contract under this Contract through a Further Competition Procedure shall:

3.6.1 develop a Statement of Requirements setting out its requirements for the Deliverables and identify the Suppliers capable of supplying the them;

3.6.2 amend or refine the Deliverables to reflect its requirements by using the Order Form only to the extent permitted by and in accordance with the requirements of the Regulations;

Framework Schedule 7 (Call-Off Award Procedure)

Crown Copyright 2018

- 3.6.3 invite tenders by conducting a Further Competition Procedure for its Deliverables in accordance with the Regulations and in particular:
- (a) if an Electronic Reverse Auction (as defined in Paragraph 7 below) is to be held, the Buyer shall notify the Suppliers identified in accordance with Paragraph 3.1.1 and shall conduct the Further Competition Procedure in accordance with the procedures set out in Paragraph 3; or
 - (b) if an Electronic Reverse Auction is not used, the Buyer shall:
 - (i) invite the Suppliers identified in accordance with Paragraph 3.1.1 to submit a tender in writing for each proposed Call-Off Contract to be awarded by giving written notice by email to the relevant Supplier Representative of each Supplier;
 - (ii) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the proposed Call-Off Contract and the time needed to submit tenders; and
 - (iii) keep each tender confidential until the time limit set out for the return of tenders has expired.
- 3.6.4 apply the further competition award criteria to the Suppliers' compliant tenders submitted through the Further Competition Procedure as the basis of its decision to award a Call-Off Contract for its Deliverables;
- 3.6.5 on the basis set out above, award its Call-Off Contract to the successful Supplier in accordance with Paragraph 6. The Call-Off Contract shall:
- (a) state the Deliverables;
 - (b) state the tender submitted by the successful Supplier;
 - (c) state the Charges payable for the Deliverables, including itemising any expenses and any disbursements and their associated cost that the Supplier expects to charge to the Buyer under the Call-Off Contract, in accordance with the tender submitted by the successful Supplier; and
 - (d) incorporate the terms [of the Order Form and Contract] (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2. above) applicable to the Deliverables,
- 3.6.6 provide unsuccessful Suppliers with written feedback in relation to the reasons why their tenders were unsuccessful.

What the Supplier has to do

- 3.7 The Supplier shall in writing, by the time and date specified by the Buyer following an invitation to tender pursuant to Paragraph 3.1.3 above, provide CCS and the Buyer with either:

Framework Schedule 7 (Call-Off Award Procedure)

Crown Copyright 2018

- 3.7.1 a statement to the effect that it does not wish to tender in relation to the Deliverables; or
- 3.7.2 the full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Supplier submits such a tender, it should include, as a minimum:
 - (a) an email response subject line to comprise unique reference number and Supplier name, so as to clearly identify the Supplier;
 - (b) a brief summary, in the email (followed by a confirmation letter), stating that the Supplier is bidding for the Statement of Requirements;
 - (c) a proposal covering the Deliverables, including itemising any expenses and any disbursements and their associated cost that the Supplier expects to charge to the Buyer under the Call-Off Contract;
 - (d) CVs of key staff – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels (if necessary); and
 - (e) confirmation of discounts applicable to the Deliverables, as referenced in Framework Schedule 3 (Framework Prices) (if applicable).
- 3.7.3 The Supplier shall ensure that any prices submitted in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall be based on the charging structure and take into account any discount to which the Buyer may be entitled as set out in Framework Schedule 3 (Framework Prices).
- 3.7.4 The Supplier agrees that:
 - (a) all tenders submitted by the Supplier in relation to a Further Competition Procedure held pursuant to this Paragraph 3 shall remain open for acceptance by the Buyer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the Buyer in accordance with the Call-Off Procedure); and
 - (b) all tenders submitted by the Supplier are made and will be made in good faith and that the Supplier has not fixed or adjusted and will not fix or adjust the price of the tender by or in accordance with any agreement or arrangement with any other person. The Supplier certifies that it has not and undertakes that it will not:
 - (i) communicate to any person other than the person inviting these tenders the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender

Framework Schedule 7 (Call-Off Award Procedure)

Crown Copyright 2018

was necessary to obtain quotations required for the preparation of the tender; and

- (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from submitting a tender or as to the amount of any tenders to be submitted.

4. No requirement to award

4.1 Notwithstanding the fact that the Buyer has followed a procedure as set out above in Paragraph 2 or 3 (as applicable), the Supplier acknowledges and agrees that the Buyer shall be entitled at all times to decline to make an award for its Deliverables and that nothing in this Contract shall oblige the Buyer to award any Call-Off Contract.

5. Who is responsible for the award

5.1 The Supplier acknowledges that the Buyer is independently responsible for the conduct of its award of Call-Off Contracts under this Contract and that CCS is not responsible or accountable for and shall have no liability whatsoever, except where it is the Buyer, in relation to:

- 5.1.1 the conduct of Buyer in relation to this Contract; or
- 5.1.2 the performance or non-performance of any Call-Off Contracts between the Supplier and Buyer entered into pursuant to this Contract.

6. Awarding and creating a Call-Off Contract

6.1 Subject to Paragraphs **Error! Bookmark not defined.** 1 to 5 above and 7, a Buyer may award a Call-Off Contract with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Buyer in accordance with Paragraph 3.1.2 above) of the Order Form Template set out in Framework Schedule 6 (Order Form Template and Call-Off Schedules).

6.2 The Parties agree that any document or communication (including any document or communication in the apparent form of a Call-Off Contract) which is not as described in this Paragraph 6 shall not constitute a Call-Off Contract under this Contract.

6.3 On receipt of an order form as described in Paragraph 6.1 from a Buyer the Supplier shall accept the Call-Off Contract by promptly signing and returning (including by electronic means) a copy of the order form to the Buyer concerned.

6.4 On receipt of the countersigned Order Form from the Supplier, the Buyer shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and the Call Off Contract shall be formed with effect from the Call Off Start Date stated in the Order Form.

Framework Schedule 7 (Call-Off Award Procedure)

Crown Copyright 2018

7. **[Guidance:** Include this Paragraph if the buyer has the option of using a reverse auction at call-off.

How e-auctions work

- 7.1 The Buyer shall be entitled to include a reverse auction in the Further Competition Procedure in accordance with the rules laid down by the Buyer and the Regulations.
- 7.2 Where the Buyer wishes to undertake an electronic reverse auction, where Suppliers compete in real time by bidding as the auction unfolds ("**Electronic Reverse Auction**") then before undertaking it, the Buyer will make an initial full evaluation of all tenders received in response to its Statement of Requirements. The Buyer will then invite to the Electronic Reverse Auction only those tenders that are admissible in accordance with the Regulations. The invitation shall be accompanied by the outcome of the full initial evaluation of the relevant tenders.
- 7.3 The Buyer will inform the Suppliers of the specification for the Electronic Reverse Auction which shall include:
- (a) the information to be provided at auction, which must be expressed in figures or percentages of the specified quantifiable features;
 - (b) the mathematical formula to be used to determine automatic ranking of bids on the basis of new prices and/or new values submitted;
 - (c) any limits on the values which may be submitted;
 - (d) a description of any information which will be made available to Suppliers in the course of the Electronic Reverse Auction, and when it will be made available to them;
 - (e) the conditions under which Suppliers will be able to bid and, in particular, the minimum differences which will, where appropriate, be required when bidding;
 - (f) relevant information concerning the electronic equipment used and the arrangements and technical specification for connection;
 - (g) subject to Paragraph 7.4, the date and time of the start of the Electronic Reverse Auction; and
 - (h) details of when and how the Electronic Reverse Auction will close.
- 7.4 The Electronic Reverse Auction may not start sooner than two (2) Working Days after the date on which the specification for the Electronic Reverse Auction has been issued.
- 7.5 Throughout each phase of the Electronic Reverse Auction the Buyer will communicate to all Suppliers sufficient information to enable them to ascertain their relative ranking.

Framework Schedule 7 (Call-Off Award Procedure)

Crown Copyright 2018

7.6 The Supplier acknowledges and agrees that:

- (a) the Buyer and its officers, servants, agents, group companies, assignees and customers (including CCS) do not guarantee that its access to the Electronic Reverse Auction will be uninterrupted or error-free;
- (b) its access to the Electronic Reverse Auction may occasionally be restricted to allow for repairs or maintenance; and
- (c) it will comply with all such rules that may be imposed by the Buyer in relation to the operation of the Electronic Reverse Auction.

7.7 The Buyer will close the Electronic Reverse Auction on the basis of:

- (a) a date and time fixed in advance;
- (b) when no new prices or values meeting the minimum differences required pursuant to Paragraph 7.3 have been received within the prescribed elapsed time period; or

7.7.2 when all the phases have been completed.]

8. Awarding and creating an Exempt Call-off Contract

8.1 Paragraph 1 above shall not apply to an Exempt Buyer.

8.2 If a potential Exempt Buyer decides to source Deliverables through this Framework Contract, it will award an Exempt Call-off Contract for Deliverables in accordance with the procedure in this Schedule as modified by this Paragraph 8 and in accordance with any legal requirements applicable to that potential Exempt Buyer.

8.3 A potential Exempt Buyer may award an Exempt Call-off Contract under this Framework Contract without holding a further competition in accordance with Paragraph 2 above as modified by Paragraph 8.4 below or through a Further Competition Procedure in accordance with Paragraph 3 as modified by Paragraph 8.5 below.

8.4 Notwithstanding the procedure set out in Paragraph 2 above, if the potential Exempt Buyer can determine that:

8.4.1 its Deliverables can be met by the Supplier's catalogues and description of the Deliverables as set out in Framework Schedule 1 (Specification) and Framework Schedule 2 (Framework Tender); and

8.4.2 the Supplier will accept any required Exempt Procurement Amendments,

then the Exempt Buyer may award an Exempt Call-off Contract to that Supplier in accordance with Paragraph 6 above.

8.5 If the potential Exempt Buyer requires the Supplier to develop proposals or a solution in respect of Deliverables, then the potential Exempt Buyer may at its discretion use the procedure set out in Paragraph 3 above as modified by this Paragraph 8.5. In that case, references to "the

Framework Schedule 7 (Call-Off Award Procedure)

Crown Copyright 2018

Regulations” in Paragraph 3 above shall be read as references to “any legal requirements applicable to that potential Exempt Buyer”, and the Exempt Buyer shall be permitted to modify the Further Competition Procedure in accordance with any legal requirements applicable to the Exempt Buyer.

8.6 Paragraphs 8.1 to 8.5 above are without prejudice to an Exempt Buyer’s ability to make such further modifications to the Call-Off Procedure as it considers necessary and in accordance with any legal requirements applicable to that potential Exempt Buyer.

Framework Schedule 7 (Call-Off Award Procedure)
Crown Copyright 2018

Part 2: Award Criteria

1. This Part 2 lays out award criteria for direct award (Annex A) and for further competition (Annex B) in accordance with the Call-Off Procedure.
2. A Call-Off Contract may be awarded on the basis of most economically advantageous tender ("MEAT").

Framework Schedule 7 (Call-Off Award Procedure)
Crown Copyright 2018

Annex A: Direct award criteria

The following criteria and weightings shall apply to the evaluation for direct award of each Call-Off.

Criteria	Relative weighting percentage
	<p>[Guidance: where weighting is not possible for objective reasons, list the criteria in decreasing order of importance, amend the column heading to read 'Rank order of importance where 1 = most important, 2 = second most important etc.'. The figure 1 must be in the top row, running down to the least important in the bottom row.]</p> <p>Value for money: e.g. the Buyer believes that the Supplier provides demonstrable value for money, which may include but is not limited to:</p> <ul style="list-style-type: none"> ● Cost effectiveness; ● Price; and ● Quality.

Framework Schedule 7 (Call-Off Award Procedure)
Crown Copyright 2018

Annex B: Further Competition Award Criteria

The following criteria and weightings shall apply to the evaluation of tenders received through the Further Competition Procedure:

Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the Customer conducting the Further Competition Procedure	Allowable Variance (This may be modified by the Customer within the range below)
Quality	50%	+ 40% (50% to 90%)
Price	50%	- 40% (10% to 50%)

Framework Schedule 9 (Cyber Essentials Scheme)

1. Definitions

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

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.cyberessentials.ncsc.gov.uk/
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and

2. What Certification do you need

2.1 Where the Framework Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Commencement Date the Supplier shall provide a valid Cyber Essentials Certificate to CCS. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract until such time as the Supplier has evidenced to CCS its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to process data during the Contract Period of any Call-Off Contract the Supplier shall deliver to CCS evidence of renewal of the Cyber Essentials Certificate or Cyber Essentials Plus Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.3 Where the Supplier is due to process data after the Start Date of the first Call-Off Contract but before the end of the Framework Contract Period or Contract

Framework Schedule 9 (Cyber Essential Scheme)

Crown Copyright 2018

Period of the last Call-Off Contract, the Supplier shall deliver to CCS evidence of:

2.3.1 a valid and current Cyber Essentials Certificate before the Supplier processes any such Cyber Essentials Scheme Data; and

2.3.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1

2.4 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), CCS reserves the right to terminate this Contract for material Default.

2.5 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.6 This Schedule shall survive termination or expiry of this Contract and each and any Call-Off Contract.