

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

Order Form

CALL-OFF REFERENCE:	CQC NGO 018
THE BUYER:	Care Quality Commission
BUYER ADDRESS	2 nd Floor, 2 Redman Place, London E20 1JQ
THE SUPPLIER:	Kainos Worksmart Ltd
SUPPLIER ADDRESS:	Kainos House, 4-6 Upper Crescent, Belfast, Northern Ireland, BT7 1NT
REGISTRATION NUMBER:	180158418
DUNS NUMBER:	N/A
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 10th December 2024 date of issue.

It's issued under the Framework Contract with the reference number RM6193 for the provision of Software Design and Implementation Services.

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) RM6193
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6193**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)

- Joint Schedule 4 (Commercially Sensitive Information) Joint Schedule 6 (Key Subcontractors) NOT USED
- Joint Schedule 7 (Financial Difficulties) NOT USED
- Joint Schedule 8 (Guarantee) – NOT USED
- [Joint Schedule 9 (Minimum Standards of Reliability) NOT USED
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility) NOT USED
- Call-Off Schedules for **RM6193**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services) - NOT USED
 - Call-Off Schedule 7 (Key Supplier Staff) - NOT USED
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) - NOT USED
 - Call-Off Schedule 9 (Security) - NOT USED
 - Call-Off Schedule 10 (Exit Management) - NOT USED
 - Call-Off Schedule 11 (Installation Works) - NOT USED
 - Call-Off Schedule 12 (Clustering) - NOT USED
 - Call-Off Schedule 13 (Implementation Plan and Testing) - NOT USED
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management) - NOT USED
 - Call-Off Schedule 16 (Benchmarking) - NOT USED
 - Call-Off Schedule 17 (MOD Terms) - NOT USED
 - Call-Off Schedule 18 (Background Checks) - NOT USED
 - Call-Off Schedule 19 (Scottish Law) - NOT USED
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) – NOT USED
 - Call-off Schedule 22 (Lease Terms) NOT USED
 - Call-Off Schedule 23 (Supplier-Furnished Terms) NOT USED
 - Call-Off Schedule 24 (Tenancy Build Support RACI)

4. CCS Core Terms (version 3.0.10)

5. Joint Schedule 5 (Corporate Social Responsibility) RM6193

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

none

CALL-OFF START DATE: **8th November 2024**

CALL-OFF EXPIRY DATE: **7th November 2032**

CALL-OFF INITIAL PERIOD: **8 Years**

CALL-OFF DELIVERABLES

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

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 is one hundred and twenty five percent (125%) of the Estimated Yearly Charges

CALL-OFF CHARGES

Option B: 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)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:

accountspayable@cqc.oc.uk

BUYER'S AUTHORISED REPRESENTATIVES

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.cqc.org.uk%2Fsites%2Fdefault%2Ffiles%2F2024-02%2F20240220_CQC_Information_Governance_Policies.odt&wdOrigin=BROWSELINK

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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)

Call-Off Contract Signatures

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

SIGNED for and on behalf of **KAINOS WORKSMART LIMITED**

Authorised Signatory 1:

Authorised Signatory 2:

Joint Schedule 1 (Definitions)

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.

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.

In each Contract, unless the context otherwise requires:

the singular includes the plural and vice versa;

reference to a gender includes the other gender and the neuter;

references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

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**";

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;

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;

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;

references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and

where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

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;
"Application Support"	a wide variety of application services, processes and methodologies for maintaining, enhancing, managing and supporting custom or enterprise applications, packaged software applications, or network-delivered applications.
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: 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);

	<p>verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</p> <p>verify the Open Book Data;</p> <p>verify the Supplier's and each Subcontractor's compliance with the applicable Law;</p> <p>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>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>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>review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</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>
"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;
"Balanced Scorecard"	a tool for Call-Off Contract management activity, through measurement of a Supplier's performance against key performance indicator, which the Buyer and Supplier may agree at the Call-Off Contract Start Date;
"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 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 up to a maximum of the number of years in total 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 Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"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);
"Cap"	the maximum amount to be paid by the Buyer under a Time and Materials mechanism for the delivery of an agreed scope;
"Capped Time and Materials"	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;

"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <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;

"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;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> e) applicable Start Date; or f) the Effective Date until 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;

<p>"Costs"</p>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>g) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> 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; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <p>h) 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>i) 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>j) 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> <ul style="list-style-type: none"> k) Overhead;
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	<p>l) financing or similar costs;</p> <p>m) 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>n) taxation;</p> <p>o) fines and penalties;</p> <p>p) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>q) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"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"	(i) 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.
"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;
"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) for the period specified in the Order Form (for the purposes of this definition the " Disaster Period ");
"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 arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>r) 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</p> <p>s) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>t) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the 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"	the earlier of: u) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or v) 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;
"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"	means for the purposes of calculating each Party's annual liability under clause 11.2 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
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"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;
"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;
"Fixed Price"	the pricing mechanism whereby the Buyer agrees to pay the Supplier based on a capped price which shall cover all work performed and Deliverables required to be provided by the Supplier Staff and all materials used in the project, no matter how much work is required to complete each identified Deliverable within the agreed scope;
"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"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> a) 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; b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of a Crown Body, local government or regulatory bodies; d) fire, flood or any disaster; or e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;

	<p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"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 or earlier termination of the Framework Contract;
"Framework Expiry Date"	the 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 Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	f) the legislation in Part 5 of the Finance Act 2013 and; and

	g) 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: <ul style="list-style-type: none"> 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;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the 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"> h) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; i) details of the cost of implementing the proposed Variation; j) 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; k) a timetable for the implementation, together with any proposals for the testing of the Variation; and l) 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;
"Incremental Fixed Price"	the pricing mechanism where the overall Statement of Work is based on Capped Time and Materials, but where the prices for individual Deliverables Increments are fixed prior to the work being undertaken. The Charges for the first Deliverable Increment or Deliverables Increments for the Statement of Work will be fixed, but the Charges for subsequent Deliverables Increments will be reviewed and refined prior to the execution of each subsequent Deliverables Increment within the same Statement of Work;
"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>m) in respect of a person:</p> <p>n) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>o) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>p) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>q) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>r) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>s) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>t) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>u) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>v) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>

"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"	<p>w) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>x) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>y) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"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;
"Joint Control"	where two or more Controllers agree to jointly determine the purposes and means of Processing Personal Data;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>z) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>aa) 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</p>

	<p>bb) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"KPI Target"	a key performance indicator target included in the Balanced Scorecard;
"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;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man 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;
"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);
"Marketing Contact"	shall be the person identified in the Framework Award Form;

"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: cc) contains any material errors or material omissions or a missing mandatory field; or dd) is submitted using an incorrect MI reporting Template; or ee) 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;
"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 National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	ff) 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 gg) 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; but shall not include the Supplier's Existing IPR;
"Occasion of Tax Non-Compliance"	where: hh) 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: 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;

	<p>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</p> <p>ii) 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;</p>
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>jj) 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;</p> <p>kk) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>ii) manpower resources 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 manpower grade;</p> <p>iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>ll) Overheads;</p> <p>mm) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>nn) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>oo) 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;</p>

	<p>pp) 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</p> <p>qq) the actual Costs profile for each Service Period;</p>
"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;
"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"	<p>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:</p> <p>https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies;</p>
"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"	<p>rr) 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:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>ss) 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>tt) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>uu) 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), 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"	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: vv) full details of the Default that has occurred, including a root cause analysis; ww) the actual or anticipated effect of the Default; and xx) 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);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	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: yy) 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

	zz) 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"	<p>aaa) 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);</p> <p>bbb) 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> <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 10.6 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;
"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;
"Restricted Staff"	any person employed or engaged by either Party, in the capacity of director or in any research, technical, IT, security, engineering, procurement, financial, legal or managerial role who has been engaged in the provision of the Deliverables or management of the Contract either as principal, agent, employee, independent contractor or in any other form of employment or engagement over the previous 12 months, directly worked with or had any material dealings, but shall not include any person employed or engaged in an administrative, clerical, manual or secretarial capacity;
"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;
"Schedules"	any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
"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 Credits) 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: ccc) the Deliverables are (or are to be) provided; or ddd) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Software Support and Maintenance"	Software Support and Maintenance includes any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order;
"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"	any: eee) 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; fff) standards detailed in the specification in Schedule 1 (Specification); ggg) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;

	hhh) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Statement of Works" "(SOW)"	the document which, upon its execution by the Buyer and Supplier, shall become incorporated into their Call-Off Contract and outlines the agreed body of works to be undertaken as part of the Call-Off Contract Deliverables. There may be any number of Statements of Work incorporated into a Call-Off Contract and each Statement of Work may include (but is not limited to) the Statement of Requirements, identified output(s), completion date(s) and charging method(s);
"SOW End Date"	the date up to and including this date when the supply of the Deliverables under the Statement of Work shall cease;
"SOW Start Date"	the date of the start of the Statement of Works as stated in the SOW;
"Standing Instructions"	Standing Instructions are a mechanism that supports the implementation of new policy that is mandated across government as a whole or in certain sectors. It is not possible at the Framework Agreement procurement stage to provide for every instance but examples such as the mandate of technical standards i.e. the use of Greening government ICT strategy; or implementation of standardisation across government.
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"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: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the 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 Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Supplier's Confidential Information"	<p>iii) 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;</p> <p>jjj) 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;</p> <p>kkk) Information derived from any of (a) and (b) above;</p>
"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"	<p>where the Supplier has failed to:</p> <p>lll) Achieve a Milestone by its Milestone Date;</p> <p>mmm) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>nnn) comply with an obligation under a Contract;</p>
"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;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 12 Supply Chain Visibility;
"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;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"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 or Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	<p>a plan:</p> <p>ooo) for the Testing of the Deliverables; and</p> <p>ppp) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests and Testing"	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " Tested " shall be construed accordingly;

"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 – (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 accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the 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; and
"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.
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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)

1. Contract Details		
2. This variation is between:	3. [delete] as applicable: CCS / Buyer] ("CCS" "the Buyer") 4. And 5. [insert] name of Supplier] ("the Supplier")	
6. Contract name:	7. [insert] name of contract to be changed] ("the Contract")	
8. Contract reference number:	9. [insert] contract reference number]	
10. Details of Proposed Variation		
11. Variation initiated by:	12. [delete] as applicable: CCS/Buyer/Supplier]	
13. Variation number:	14. [insert] variation number]	
15. Date variation is raised:	16. [insert] date]	
17. Proposed variation	18. [insert]	
19. Reason for the variation:	20. [insert] reason]	
21. An Impact Assessment shall be provided within:	22. [insert] number] days	
23. Impact of Variation		
24. Likely impact of the proposed variation:	25. [Supplier to insert] assessment of impact]	
26. Outcome of Variation		
27. Contract variation:	28. This Contract detailed above is varied as follows: • [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]	
29. Financial variation:	30. Original Contract Value:	31. £ [insert] amount]
	32. Additional cost due to variation:	33. £ [insert] amount]
	34. New Contract value:	35. £ [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)

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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)

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.

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)

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- 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.

ANNEX: REQUIRED INSURANCES

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

- 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);
- 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
- 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)

What is the Commercially Sensitive Information?

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.

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).

Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	08/11/2024	Redaction of the Kainos 'Quality Response Document' and 'Commercial Pricing/Day Rates' for the NGO Enquiries System with external audience/market.	Duration of NGO Enquiries System Agreement

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf)
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The 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.

- 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;
- 4.1.3 All workers shall be 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;
- 4.1.4 not make deductions from wages:
 - (a) as a disciplinary measure

- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and
- 4.1.6 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 6 (Key Subcontractors) – NOT USED

Not Used

Joint Schedule 7 (Financial Difficulties)

Not Used

Joint Schedule 8 (Guarantee)

Not Used

Joint Schedule 9 (Minimum Standards of Reliability)

Not used

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by [CCS/Buyer] :		Date:	
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	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
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)

Status of the Controller

1. 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. 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

2. 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.
3. The Processor shall notify the Controller with undue delay if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. 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 Services;
 - (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.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it

is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with 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.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller with undue delay 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.
7. 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.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or

- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. 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 GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
 12. 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.
 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
 14. The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 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

16. 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 GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17. 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.
18. 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.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 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.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. 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 GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. 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.
25. 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.
26. 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*).

27. 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*).
28. Notwithstanding the general application of paragraphs 2 to 15 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 16 to 27 of this Joint Schedule 11.

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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: Nimali De Silva, Care Quality Commission, **Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA**, Nimali.desilva@cqc.org.uk
- 1.1 The contact details of the Supplier's Data Protection Officer are: Iain Heap, DPO Kainos, iain.heap@kainos.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 Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Joint Schedule 11 and for the purposes of the Data Protection Legislation, Buyer is the Controller, and the Supplier is the Processor of the Personal Data.</p>
Duration of the Processing	08/11/2024 to 07/11/2032 plus any extensions
Nature and purposes of the Processing	<p>All documentation relating to correspondence and case reviews will be stored in the system. Case data includes full case history including personal details, notes, correspondence, case actions, images.</p> <p>This information will be obtained as it currently is from external individuals seeking advice and support, as well as any legal matters and challenges that are brought to NGO's attention by external parties. The National Guardian's Office case management system is only accessible to National Guardian Office staff. There will be</p>

	no transfer of information out of the system, except where required to respond to legal cases.
Type of Personal Data	<p>Individuals' contact details i.e. telephone numbers and email addresses:</p> <p>Data that will be collected will include the following information:</p> <p>Protected Disclosures Act 2014</p> <p>Qualifying disclosures</p> <p>Legal issues</p> <p>Health/Patient history</p> <p>Speaking up Concerns</p> <p>Training enquiries</p>
Categories of Data Subject	<p>NGO staff</p> <p>Health and Care Provider staff</p> <p>Freedom to Speak up Guardians,</p> <p>Individuals contacting the NGO</p> <p>Employees of CQC only</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The information stored on the server and cloud based system will adhere to the KIM retention and disposal schedule as there will be a functionality within the LCMS that has a date and time calculator of how long the information has been retained for so that when the time comes, the information can be disposed of.</p> <p>The retention schedule for all NGO information is held by the KIM teams. The information stored and the duration will be reflected on the asset register, which is held by KIM colleagues.</p> <p>During the last month of the contract NGO will work with the supplier to implement the off boarding and exit strategy to extract the data ready to import into an alternative system. All data will be destroyed within a maximum of 30 days at contract end</p>

Annex 2 - Joint Controller Agreement

Not Used

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Joint Schedule 12 (Supply Chain Visibility)

Not used

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Call-Off Schedules

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Call-Off Schedule 1 (Transparency Reports)

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

Annex A: List of Transparency Reports

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Call-Off Schedule 2 (Staff Transfer)

Not used

Call-Off Schedule 3 (Continuous Improvement)

Buyer's Rights

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.

Supplier's Obligations

The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

- identifying the emergence of relevant new and evolving technologies;
- changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
- new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
- measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working

Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

- the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

- the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 5 (Pricing Details)

Item Description	Cost (£ ex. VAT)	Cost (£ Inc. VAT)	Please add any detailed supporting comments for each entry:
[REDACTED]	[REDACTED]	[REDACTED]	1 [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	1 [REDACTED]
Support and Maintenance year 2 to 8			
[REDACTED]	[REDACTED]	[REDACTED]	- [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	- [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	- [REDACTED]
Total Cost	£474,181	£569,017	
Optional but required (further conversations needed)			

[illegible]

Charging Schedule

The charging schedule outlines the milestone payment plan for Kainos Services based on the agreed costs. The scheduled has been aligned to the revised delivery plan commencing on 11th of November 2024.

[illegible]



Call-Off Schedule 14 (Service Levels)

Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:

- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c') results in the corruption or loss of any Government Data; and/or
- (a) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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

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

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

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

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

- instruct the Supplier to comply with the Rectification Plan Process;

- if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

- if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

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

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
12 Month Support Service for NGO Enquiries Management System				
Priority 1	Availability/ Response	at least 98% at all times	60 Minutes	
Priority 2	Availability/ Response	at least 98% at all times	2 Hours	
Priority 3	Availability/ Response	at least 98% at all times	1 Working Day	
Priority 4	Availability/ Response	at least 98% at all times	2 Working Days	
Service Request	Availability/ Response	at least 98% at all times	2 working days	

Change Request	Availability/Response	at least 98% at all times	2 working days	
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Priority	Classification	Target Response Time
Priority 1	An incident rendering the solution unusable resulting in a major impact to the business, e.g., a complete service outage. A security event that poses significant risk to the organisation, its data and/or potential for reputational damage.	60 Minutes
Priority 2	An incident causing significant degradation of the solution or loss of a core function.	2 Hours
Priority 3	An incident causing a low impact to the solution.	1 Working Day
Priority 4	An incident causing a low impact to the solution with users have intermittent difficulties performing useful work.	2 Working Days
Service request	An ad hoc request for information in respect of the solution. Standard change that does not require approval.	2 working days
Change request	Request for change or enhancement.	2 working days

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

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

Call-Off Schedule 20 (Call-Off Specification)

CQC NGO 18 ATTACHMENT 2 APPENDIX A: STATEMENT OF REQUIREMENTS

1. Executive Summary

The National Guardian's Office (NGO) and the role of the Freedom to Speak Up Guardian were created in response to recommendations made in Sir Robert Francis QC's report "The Freedom to Speak Up" (2015).

These recommendations were made as Sir Robert found that NHS culture did not always encourage or support workers to speak up, and that patients and workers suffered as a result.

The Office leads, trains and supports a network of Freedom to Speak Up Guardians in England and conducts speaking up reviews to identify learning and support improvement of the speaking up culture of the healthcare sector.

There are over 1,250 guardians in NHS and independent sector organisations, national bodies and elsewhere that ensure workers can speak up about any issues impacting on their ability to do their job. The National Guardian's Office also provides challenge and learning to the healthcare system as a whole as part of its remit.

The NGO is responsible for continuing to develop the network of Freedom to Speak Up Guardians increasing reach from secondary care into the primary medical services landscape and other sectors, and providing Guardians with guidance, support, and training. Specifically:

1. Identifying and working with organisations in primary medical services to develop models for the effective implementation of the *Freedom to Speak Up Guardian* role
2. Developing the speak up review process and improving opportunities for learning from instances where good speaking up practice has not been followed or where good practice can be spread further.
3. Working to drive consistency and quality supporting and holding the health and care system to account *to improve speaking up* in all its forms.

Key Facts and Figures as of July 2024:

1. NGO Department was created in **2015**
2. Currently there are approx. **20** employees in the department
3. Network of over **1300+** Freedom to Speak Up Guardians and growing. Potential to increase exponentially (into the thousands with Adult Social Care)
4. Supporting nearly **1200+** organisations and growing.
5. Transaction Volumes
 - Approx. **400** enquiries a month (calls and e-mails and contact through webform)
 - Over **130,000** cases that have been brought to Freedom to Speak Up Guardians and submitted anonymously from 2016 – present.

Background Context and Desired Business Outcomes from the Project:

The NGO needs to procure a new enquiries management solution, as the current legacy case management system's contract due to expire in November 2025, and it is no longer fit for current and future business needs.

Over the years the existing case management system, which also includes a Guardian registration directory and Guardian data collection system, has been built to accommodate more functions than the current system can sustain and therefore it is no longer fit for long term business needs.

The NGO wishes to procure and deploy a MS Dynamics 365 solution which can meet the outlined business requirements.

2. Requirements Summary

The NGO requires a new enquiries/case management solution (based on MS Dynamics 365) to fulfil four main business functions:

1. **Log and Process Day to day Enquiries Management** – email, phone call, web form data in the new solution.
2. **Provide Guardians Registration Portal** – A MS Dynamics hosted webpage that Guardians use to register or manage their profiles with details such as employment details, training records, compliance etc.
3. **Upload Registered Guardians Details to NGO Website**– Have a daily report or automated feed to upload Registered Guardians details/changes to the Guardian Directory section on the National Guardian's Office Website [Find My FTSU Guardian - National Guardian's Office](#).
4. **Anonymised Data Sets**- Be able to Submit, Process, Persist and Delete, Anonymised Data sets which are submitted by Guardians in the new solution that is linked to their organisations (this gives a national picture of how many Freedom to Speak Up cases there have been across England – national picture). (currently data is submitted quarterly - [Speaking Up Data - National Guardian's Office](#)).

The following table outlines our high-level Vision and desired Business Outcomes:

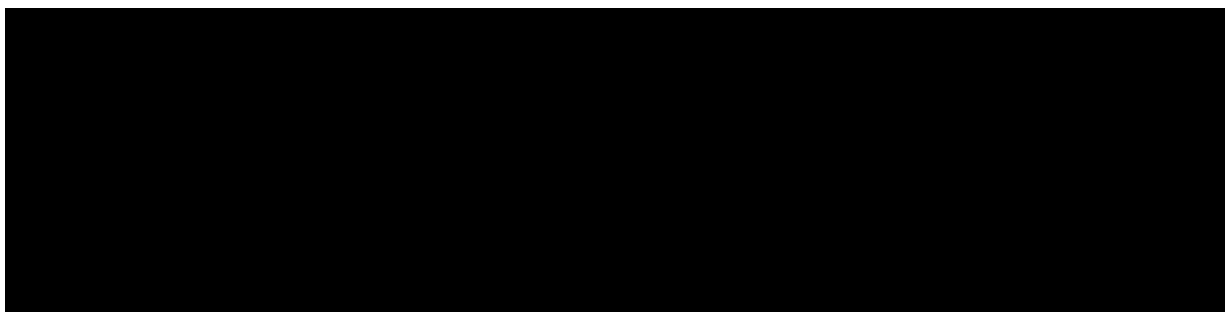
Tangible Business Results	Target Business Outcomes	Dependencies
1. Optimise and automate routine tasks and data flows.	1. Registration, Training and Reporting activities managed 2. Enable the transformation into a truly digital business.	1. Web Platform for information, advice and guidance 2. Guardians Registration Services 3. Publicly available Register of Speak up Guardians
2. Improve best practice in "speak up" arena	3. Improve customer service - minimise admin, maximising engagement 4. Provide a seamless customer relationship management processes	1. All customer data moved to a CRM 2. CRM and telephony / email integration – supporting support and the effective management of customers
3. Guardians learning plan integrated with registration	5. Efficient training management	1. Registration Service / Platform 2. Learning Platform 3. Learning planner
4. Data insight driving strategic planning	6. Data driving decisions and strategy with reporting leveraging benefits of modern platform capabilities - Analytics and Data Services.	1. A clearly defined data architecture defining a single-points-of-truth across Customer [CRM], Guardians [Registered] and Training [LMS] data – MDM. 2. All data required held within the a single Data Warehouse that provides both standard operational and bespoke reporting via modern Analytics and BI .
5. Operational resilience and sustainable	7. Ensure that NGO digital platforms are resilient and built upon sustainable foundations to support investment.	Rationalise the numbers of systems, applications, databases and spreadsheets

Please see below our complete list of detailed requirements of the desired solution:



NGO Guardian and Enquiries Management System requirements

Document Control



1. Background and Context

5.

The National Guardian's Office (NGO) and the role of the Freedom to Speak Up Guardian were created in response to recommendations made in Sir Robert Francis QC's report "The Freedom to Speak Up" (2015).

These recommendations were made as Sir Robert found that NHS culture did not always encourage or support workers to speak up, and that patients and workers suffered as a result.

The office leads, trains and supports a network of Freedom to Speak Up Guardians in England and conducts reviews of organisations when it appears that speaking up has not been handled according to best practice.

As of June 2024, there are over 1250 guardians in NHS and independent sector organisations, national bodies and elsewhere that ensure workers can speak up about any issues impacting on their ability to do their job. The NGO also provides challenge and learning to the healthcare system as a whole as part of its remit.

The NGO needs to procure a new enquiries management system as the current case management system's contract due to expire.

Over the years the case management system, which also includes a Guardian registration directory and Guardian data collection system, has been built to accommodate more functions than the current system can sustain.

The NGO is seeking a system which will be able to integrate with the Office's website and MS Outlook as well as report anonymised information and support Guardians to develop their profiles.

The system's current function covers:

- Case management of enquiries into the office from the public, workers, Guardians and leaders
- Guardian registration – Guardian access to build profiles, the Guardian Directory etc (over 1250+ profiles and growing), uploading of Guardian training certificates.
- Data submissions – Guardians submit anonymised data to the system for the NGO to pull off reports
- The system informs the website but there is no direct link in between resulting in manual processes.

The current system does not link to:

- Guardian training – the LMS system

Requirements

Enquiries

Ref	Title	Description	MoSCoW
ENQ001	Case creation and tracking	<p>The non-governmental organisation (NGO) currently manages an average of 400 monthly enquiries, primarily through email, with occasional low-volume enquiries via phone or web forms. These enquiries encompass a wide array of topics, ranging from technical support requests to concerns related to safeguarding. Our proposed solution is designed to streamline and enhance the enquiry management process:</p> <ul style="list-style-type: none"> • It will enable the automated creation of cases for email and web form enquiries, as well as allow staff to generate cases for telephone enquiries. • In the case of an email enquiry, the system will automatically generate a corresponding case within the CRM, extracting relevant details from the email content. This case can then be categorized into the appropriate theme, ensuring efficient assignment and adherence to relevant Service Level Agreements (SLAs). • Furthermore, the solution will meticulously track all outbound emails to customers, as well as incoming responses linked to a case. This comprehensive history of interactions will be stored automatically, accessible to authorized personnel for thorough review and reference. • Additionally, the solution must offer the functionality to associate a case with an organisation. This feature is vital for generating insightful reports at the organisational level, allowing us to analyse and track the volume of enquiries received from each organisation, thus enhancing our capacity for data-driven decision-making and resource allocation. 	Must
ENQ002	Automated communications	<p>The solution should provide the capability to send automated emails to both internal staff and external customers. These emails will serve a range of purposes, including confirming the receipt of customer enquiries, setting response time expectations, notifying staff of assigned enquiries, and alerting them about upcoming SLA response deadlines.</p> <p>Examples of these automated emails include:</p> <ul style="list-style-type: none"> • Acknowledgment Emails: Confirming receipt of customer enquiries. • Case Assignment Notifications: Informing staff when an enquiry is delegated to them. • Due Date Reminders: Alerting internal team members about impending deadlines. • Automated reminder emails to Guardians: e.g. 	Must

		<p>Compliance - when training is due.</p> <ul style="list-style-type: none"> • Customizable Templates: Allowing for modifications to suit specific situations. 	
ENQ003A	Case triage and SLA management	<p>For intricate enquiries, collaboration from various departments within the organisation is frequently needed.</p> <ul style="list-style-type: none"> • Case Assignment & Management: The solution should facilitate the assignment of cases to internal staff for examination and feedback. When assigned, the system must notify the assignees. They should be alerted as an SLA deadline approaches or if a case becomes overdue. Additionally, any communication they have with the customer should be documented in the case file. Assignees should also have the capability to update case notes and dispatch customer responses, which will be recorded and visible in the system. 	Must
ENQ003B	Case triage and SLA management	<ul style="list-style-type: none"> • Case Prioritization & SLA Management: The solution must provide tools to prioritize specific cases and adjust SLA timelines accordingly. For instance, cases related to safeguarding would necessitate such prioritization. 	Must
ENQ005	Contact logging	<p>Streamlined Communication Logging:</p> <ul style="list-style-type: none"> • The system MUST be able to store all interaction notes and associated documents, and be designed to search of current and archived (up to 10 years) <p>To be done via a user friendly search UI capability. E.g. able to search by org which brings up guardians.</p> <ul style="list-style-type: none"> • The NGO <u>do not</u> require automated telephony integration. We just require the ability to free type information from phone calls into the system as a record. 	Must
ENQ006	Attachment storage	<p>Document Management & Access Control:</p> <p>The proposed CRM system should incorporate a robust document management feature. Given that the NGO frequently receives supplementary documentation in Word, PDF, PPT, Excel and JPEG formats related to enquiries, it's imperative that the platform facilitates the seamless uploading and storage of attachments directly within the corresponding case file. Furthermore, to safeguard the sensitivity of the information, both the case files and their associated documents should be shielded with rigorous access control measures. Only individuals endowed with the requisite access permissions should be able to view or modify these records, ensuring the organisation's commitment to data confidentiality and security.</p>	Must

Guardians

Ref	Title	Description	MoSCoW
GUA001A	Guardian registration	Guardian Onboarding & Account Management: <ul style="list-style-type: none"> Efficient Guardian Registration: The CRM system should offer a streamlined and user-friendly interface for Guardians to initiate and complete their registration process. This would include automated workflows (step by step guides) that we can easily edit and manage.	Must
GUA001B	Guardian registration	Guardian Onboarding & Account Management: <ul style="list-style-type: none"> LMS Link Issuance & Integration: Upon successful registration, the system should automatically dispatch a link directing the Guardian to the Learning Management System (LMS). Furthermore, we need to investigate the possibility of simultaneously registering Guardians for the LMS using the same registration details, leveraging the API capabilities provided by MeLearning. 	Must
GUA001C	Guardian registration	Guardian Onboarding & Account Management: <ul style="list-style-type: none"> Training Compliance Tracking: The CRM must have a built-in mechanism to highlight and flag Guardians who have not yet fulfilled their obligatory training requirements. And this should trigger an automatic reminder email to the guardian. 	Must
GUA001D	Guardian registration	Guardian Onboarding & Account Management: <ul style="list-style-type: none"> Self-Service Account Recovery: An intuitive process should be available for Guardians to easily recover lost credentials and initiate password resets, minimising administrative intervention. Email Validation: The system must authenticate that the email address provided for registration is affiliated with an organisation recognised and endorsed by the NGO. Enhanced Data Verification: To bolster data integrity, the system should introduce supplemental validation checks on the information proffered by Guardians during the sign-up phase. Duplication Prevention: The CRM should have in-built mechanisms to identify and forestall the creation of both duplicate organisations and duplicate Guardian profiles. Funding Source Differentiation: The platform must categorise Guardians based on their associated organisation's funding source, discerning between those funded by the NHS and those who are not. 	Must

GUA001E	Guardian registration	<ul style="list-style-type: none"> • Migration & Data Cleansing: As part of the system transition, existing Guardians should receive registration invitations for the new portal. While we can carry forward existing usernames and email details, due to potential encryption of current passwords, a mandatory password reset will be necessitated. • A subsequent data-cleansing activity should be planned to manage and remove accounts of Guardians who don't register within a designated period. 	<p>Must</p> <p>Could</p>
GUA002	Automated communications and mass mailings	<p>Automated Communication & Reminder System:</p> <ul style="list-style-type: none"> • Training & Refresher Prompts: The CRM system should be designed to automatically dispatch timely reminders to Guardians, prompting them to complete both their initial and refresher training modules. This ensures continuous professional development and up-to-date knowledge. • Mentor Conversation Reminders: Automated emails should be generated, gently reminding Guardians of their obligation to undertake mentor conversations. This serves to reinforce the importance of regular dialogue and mentorship within their roles. • Organisational Notifications: The system ought to have a capability to send automated notifications to associated organisations. Whether it's for updates, changes, or important announcements, ensuring that these establishments are kept informed is crucial for seamless operations and collaborations. • <i>Advantages of Automated Communications: Employing these automated communications not only optimises operational efficiency but also nurtures a proactive culture within the organisation. Guardians and associated organisations are more inclined to remain engaged and informed, fostering transparency, accountability, and collaboration. Furthermore, by mitigating manual intervention, the potential for oversights is reduced, enhancing the reliability and consistency of communications.</i> 	<p>Must</p> <p>Comment not a requirement</p>
GUA003	Guardian Profile	<p>Guardian Profile Management & Staff Override Capabilities:</p> <ul style="list-style-type: none"> • Self-Serve Guardian Profile Maintenance: The proposed CRM system should empower Guardians with a self-serve profile management feature. This enables them to: <ul style="list-style-type: none"> ○ Alter their associated organisation, reflecting any changes in their professional affiliations. ○ Designate or amend their line manager, ensuring accurate reporting lines. ○ Modify their registered email address, maintaining up-to-date contact details. ○ Update their account password, promoting good security practices and account integrity. <p>Manual Profile Updates by NGO Staff: Beyond the self-serve capabilities provided to Guardians, NGO staff members must possess elevated privileges to make manual adjustments to a Guardian's profile. This ensures that, in cases where Guardians face challenges or discrepancies arise, NGO</p>	<p>Must</p>

		<p>personnel can swiftly rectify and update profiles to reflect accurate information.</p> <p><i>By adopting these capabilities, the solution ensures a balance of autonomy for Guardians and oversight by the NGO, promoting a culture of trust while maintaining the requisite level of Organisational control.</i></p>	Comment not a requirement
GUA004A	Automated training profile completion	<p>LMS Integration & Network Meeting Attendance Recording:</p> <p>Seamless LMS Integration for Training Compliance: The CRM solution must be designed to seamlessly integrate with the Learning Management System (LMS).</p>	Should
GUA004B	Automated training profile completion	<p>LMS Integration & Network Meeting Attendance Recording:</p> <p>This ensures automated data retrieval regarding a Guardian's training compliance status. By drawing this data into the CRM, the system should associate and reflect this compliance directly within a Guardian's profile. There is a known issue with this integration (See Issue001)</p>	Should
GUA004C	Automated training profile completion	<p>Network Meeting Attendance Logging: It's crucial that the system provides a dedicated feature to record and store Guardians' attendance at network meetings. This allows for:</p> <ul style="list-style-type: none"> Tracking of Guardians' engagement and participation in such events. Generation of insights into attendance trends, aiding in the planning and optimisation of future meetings. Assisting in gauging the effectiveness and reception of network meetings based on attendance metrics. <p><i>Ensuring these functionalities will be pivotal in maintaining an updated record of Guardian activities, fostering better engagement, and ensuring compliance across the board.</i></p>	<p>Could</p> <p>Comment not a requirement</p>
GUA005	Unified LMS login	<p>Synchronised Portal and LMS Registration:</p> <p>To address potential limitations arising from MeLearning's lack of APIs tailored for training compliance reporting, the CRM solution should be adeptly architected to enable a dual-registration mechanism:</p> <ul style="list-style-type: none"> Unified Registration Process: When a Guardian registers on the portal, the system should simultaneously establish an account for them within the Learning Management System (LMS). This synchronisation ensures a seamless user experience, minimising the steps a Guardian must take to access both platforms. <p>Advantages:</p> <ul style="list-style-type: none"> Efficiency: By reducing the number of separate registrations, a Guardian must complete, we streamline the onboarding process. Data Consistency: A unified registration process ensures that data entered remains consistent across both platforms. Mitigation: This approach acts as a compensatory measure, potentially obviating the need for direct reporting APIs from 	<p>Should</p> <p>Comment not a requirement</p>

		<p><i>MeLearning by centralising Guardian data from the outset.</i></p> <p><i>It's paramount that the proposed CRM system embraces such functionalities to not only enhance user experience but also to bridge gaps presented by third-party system constraints.</i></p>	
GUA006	Tracking mentor conversations	<p>Mentor Conversation Management & Verification:</p> <ul style="list-style-type: none"> ○ Proactive Guardian Prompting: The CRM solution should proactively and automatically prompt Guardians to complete their mentor conversation, ensuring that this key developmental touchpoint is not overlooked. Such prompts can be based on predefined schedules or milestones. ○ Conversation Recording: Upon completion of the mentor conversation, the system should allow Guardians to log details, including: <ul style="list-style-type: none"> ○ The date of the conversation. ○ The identity of the mentor involved. 	Should
GUA007	Tracking mentor conversations	<ul style="list-style-type: none"> ○ Mentor Verification Email: To uphold the authenticity of the recorded mentor conversation, the CRM solution should have the capability to dispatch an automated email to the specified mentor. This email should: <ul style="list-style-type: none"> ○ Briefly detail the mentor conversation logged by the Guardian. ○ Provide a direct link enabling the mentor to easily verify the occurrence and particulars of the conversation. <p>Advantages:</p> <ul style="list-style-type: none"> ○ Integrity & Authenticity: <i>This two-step verification process ensures that mentor conversations are genuinely taking place, enhancing the credibility of the process.</i> ○ Efficiency: <i>Automating both prompts and verification minimises administrative burdens and streamlines the mentorship process.</i> ○ Transparency: <i>Having a documented and verified record of mentor conversations fosters transparency, allowing for better tracking and review of mentorship activities within the organisation.</i> <p><i>This structured approach ensures that the mentorship process is both streamlined and reliable, making it a robust feature of the proposed CRM solution.</i></p>	<p>Should</p> <p>Comment not a requirement</p>
GUA008	Self-serve Guardian Stepping down process	<p>Guardian Departure Management & Exit Feedback Collection:</p> <ul style="list-style-type: none"> ○ Guardian Step-Down Declaration: The proposed CRM solution must equip Guardians with an intuitive feature allowing them to formally indicate their intention to step down from an organisation they're currently overseeing. This mechanism should: <ul style="list-style-type: none"> ○ Clearly capture the date of the declaration. ○ Permit optional annotations or reasons for the 	Must

		<p>decision, providing insight into the Guardian's rationale.</p> <ul style="list-style-type: none"> ○ Exit Interview/Survey Integration: Upon indicating their intention to step down, the system should automatically present the departing Guardian with an option to partake in an exit interview or survey. This integrated module should: <ul style="list-style-type: none"> ○ Be adaptable, enabling the NGO to refine questions in response to evolving requirements or specific scenarios. ○ Securely archive and categorise responses, facilitating ease of analysis and reporting. <p>Advantages:</p> <ul style="list-style-type: none"> • Insightful Feedback Collection: <i>Incorporating exit feedback directly within the system yields essential insights into potential areas for refinement, Guardian satisfaction, and overarching patterns.</i> • Streamlined Transition Management: <i>By documenting a Guardian's intention to step down, the system can promptly issue internal notifications alerting relevant personnel that an organisation is presently without a Guardian, necessitating swift action.</i> • Holistic Data Retention: <i>By integrating exit feedback into the CRM, the NGO gains a comprehensive view of a Guardian's entire journey, from onboarding to departure.</i> <p><i>With this amendment, the system is better poised to swiftly</i></p> <ul style="list-style-type: none"> ○ <i>respond to organisations left without a Guardian, ensuring continuous oversight and care.</i> 	<p>Comment not a requirement</p>
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Data

Ref	Title	Description	
DAT001	Speaking up reports from guardians	<p>Guardian Quarterly Speaking Up Data Submissions:</p> <p>Data Submission Web Form: The CRM solution should provide a user-friendly web form tailored for Guardians to submit their quarterly 'speaking up' data. The form should capture essential details including:</p> <ul style="list-style-type: none"> - Guardian's name. - Affiliated organisation. - Total number of received cases. - Breakdown of cases across various themes or categories. - Feedback and commentary section, which allows for open-ended responses. <p>Data Review & Amendment: Prior to submission, Guardians should be presented with a summary of the information they've input. The solution should offer the flexibility for Guardians to review and amend their entries as needed to ensure accuracy and completeness.</p> <p>Progressive Form Completion: Guardians must have the capability to save their progress when populating the form. Should they need to pause and return at a later time, the system should retain and present the previously entered information for seamless continuation.</p> <p>Historical Data Access: To facilitate continuity and transparency, Guardians should have the provision to view all past data submissions for their designated organisation. This ensures that even if there's a change in Guardianship, the incoming Guardian will have full visibility of historical reports and patterns.</p> <p>Submission Window Management: The CRM solution should empower the NGO with the ability to set, control, and modify the timeframe during which Guardians can complete their 'speaking up' report submissions. Additionally:</p> <ul style="list-style-type: none"> - Notification features should remind Guardians of upcoming deadlines. - The NGO should have the flexibility to initiate submission windows on an ad-hoc basis to cater for special circumstances or requirements. <p>Advantages:</p> <p>Structured Data Collection: Offering a standardised platform for data submission ensures consistency and quality in the information gathered.</p> <p>Transparency & Continuity: By enabling access to historical</p>	Must

		<p><i>data, the NGO and the Guardians can easily track trends and developments over time.</i></p> <p>Flexibility & Control: <i>The ability to manage submission windows allows the NGO to effectively manage data inflow, catering for both routine and exceptional circumstances.</i></p> <p><i>The implementation of these functionalities ensures a smooth, efficient, and transparent data collection process, enhancing the quality and utility of the gathered 'speaking up' data.</i></p>	Comment not a requirement
DAT002	Account and contact relationships (Organisation centric approach required)	<p>Organisational Structure & Guardian Association:</p> <p>Organisation centric approach - clear Distinction Between Locations:</p> <p>The system must maintain a hierarchy structure, from Organisation , office and location relationships. This data must be set up so it can be easily administered, updated and deleted, without impacting the overall dataset of the system:</p> <ul style="list-style-type: none"> - Appropriate Communication Channels: Notifications, communications, and updates can be tailored depending on the nature and relevance to the specific location. - Customised Reporting: - we need the ability to report at a Organisation, office, location, regional level on a daily/week/monthly/year basis using out of box reports of the system <p>Flexible Guardian-Organisation Relationship Management:</p> <p>The CRM solution needs to acknowledge the fluid dynamics between Guardians and organisations. Recognising that a single Guardian can be associated with multiple organisations, the system should:</p> <ul style="list-style-type: none"> - Allow for streamlined assignment and reassignment of Guardians to different organisations. - Display a comprehensive view of all organisations supported by a specific Guardian. <p>Robust Organisation Contact Repository: The CRM should host a detailed directory of contacts associated with each organisation. Furthermore:</p> <ul style="list-style-type: none"> - Each contact should have designated fields capturing their role within the organisation, 	Must

		<p>contact details, and any other pertinent information.</p> <ul style="list-style-type: none"> - Enhanced search functionality ensuring quick retrieval of contacts based on varied parameters such as role, organisation, or historical interactions. <p>Advantages: Granular Oversight: By delineating between head offices and operational sites, the NGO ensures precise governance, tailored interactions, and efficient resource allocation. Seamless Interactions: A system that appreciates the dynamic relationship between Guardians and organisations ensures that the NGO can efficiently navigate and manage these relationships, leading to smoother operations. Efficient Contact Management: With a structured repository of organisation contacts, the NGO can swiftly engage with the right stakeholders, fostering prompt and relevant communications. Incorporating these features ensures the CRM system provides a holistic, user-friendly, and efficient platform for managing complex organisational structures and their interplay with Guardians.</p>	Comment not a requirement
DAT003A	Data Migration	<p>Data Transition & Preservation Requirements:</p> <p>Guardian Data Migration:</p> <ul style="list-style-type: none"> ○ Comprehensive Transition: The CRM solution must ensure a meticulous and secure migration of the entire repository of existing Guardian data, maintaining the integrity of each data point. ○ Data Integration & Accuracy: Post-migration, the system should offer mechanisms for rigorous data verification, confirming the completeness and accuracy of the migrated information. <p>Migration of Speaking Up Report Submissions:</p> <ul style="list-style-type: none"> ○ High-Volume Data Handling: With the scale of 'speaking up' report submissions being around 10,000 rows across 10 distinct fields, the CRM must demonstrate robust capabilities to efficiently handle and process this volume of data. ○ Field Correspondence & Mapping: The solution should facilitate intuitive data mapping tools that align fields from the existing dataset seamlessly with the new CRM system's architecture. 	<p>Should</p> <p>Should</p>

		<ul style="list-style-type: none"> ○ Accessibility & Review: Once integrated, Guardians should have the capability to easily access, review, and if necessary, amend their historical submissions, fostering transparency and user trust 5 years worth of information potentially. <p>Advantages:</p> <ul style="list-style-type: none"> ○ Operational Continuity: <i>By preserving and migrating all data meticulously, the NGO can ensure uninterrupted operations, safeguarding the time and effort invested previously.</i> ○ Data Consistency: <i>The consistency in data presentation and accessibility ensures the NGO and Guardians can rely on the data for insights, decisions, and future strategies.</i> ○ Smooth Onboarding: <i>A seamless migration process minimises potential challenges or barriers during the onboarding phase, expediting the adaptation period for users.</i> <p><i>Ensuring that these data migration and preservation aspects are meticulously addressed provides a solid foundation for the NGO's transition to the new CRM platform.</i></p>	Comment not a requirement
DAT003B	Data Migration	<ul style="list-style-type: none"> ○ Legacy Data Interactions: It's paramount that the new system preserves historical interactions such mergers and/or orgs which have closed. This is so that any notes, and associations ties to each Guardian, ensures continuity and no loss of historical insights. 	Must
DAT004	Issue surveys and gather responses	<p>Guardian Feedback & Survey Mechanism Requirements:</p> <p>Dynamic Survey Creation:</p> <ul style="list-style-type: none"> ○ Customisation: The CRM solution should enable the NGO to craft surveys tailored to specific topics, objectives, or periods, ensuring the relevancy of the questions to the Guardians. The solution should enable NGO staff to set up, review and update questions. ○ Diverse Question Types: From multiple-choice to Likert scales and open-ended questions, the tool should accommodate various question formats to capture a spectrum of feedback. <p>Efficient Survey Distribution:</p> <ul style="list-style-type: none"> ○ Targeted Issuance: The system should facilitate segmenting Guardians based on criteria like region, tenure, or previous feedback, allowing for targeted survey distribution. ○ Automated Notifications: Guardians should receive timely notifications regarding new surveys, reminders for pending surveys, and 	Should

		<p>acknowledgements upon submission via email. Frequency could be as much as monthly or as little as annually.</p> <p>Interactive Response Collection:</p> <ul style="list-style-type: none"> ○ User-Friendly Interface: Guardians should find it intuitive to respond, with clear instructions, progress indicators, and the option to save and resume later. ○ Confidentiality: Assure Guardians that their feedback will be treated with confidentiality, promoting candidness in their responses. <p>Comprehensive Analysis Tools:</p> <ul style="list-style-type: none"> ○ Real-Time Data Aggregation: As Guardians submit their responses, the system should offer real-time compilation and visualisation tools like charts, graphs, and heatmaps. ○ Feedback Trends: Identify patterns, recurrent issues, or areas of excellence based on aggregated data, providing the NGO with actionable insights. <p>Advantages:</p> <ul style="list-style-type: none"> ○ Informed Decision-Making: <i>Gathering first-hand feedback from Guardians offers the NGO a direct line to ground realities, aiding informed strategy development and improvements.</i> ○ Strengthened Guardian Relations: <i>Regular surveys indicate the NGO's commitment to valuing and acting upon Guardian input, bolstering trust and collaboration.</i> ○ Proactive Issue Identification: <i>By continuously gauging Guardian sentiments, the NGO can proactively identify and address potential challenges before they escalate.</i> ○ <i>Incorporating a robust survey and feedback mechanism into the CRM system ensures the NGO remains attuned to the Guardians' perspectives, fostering a collaborative and responsive organisational environment.</i> 	Comment not a requirement
DAT005	Reports and dashboards	<p>Advanced Reporting & Dashboard Requirements:</p> <p>Customisable Enquiry Dashboard:</p> <ul style="list-style-type: none"> ○ We require a dashboard updated daily to show us the following summarised info: <ol style="list-style-type: none"> 1. Number of new registrations, locations, trusts, status of registration 2. Number of new enquiries in past 24 hours 3. Total number of open and closed enquiries 4. Total number of support calls 	Must

		<ul style="list-style-type: none"> ○ Visual Overview: The CRM system should facilitate a dynamic dashboard providing a visual representation of enquiries at various stages. Use colour-coding or other indicators for immediate recognition. ○ Interactive Insights: Users should be able to click on specific segments to delve deeper into the details or to navigate to the related enquiry. The info would be used to feed a range of dashboards such as corporate dashboard (quarterly), team dashboards (monthly) but we will need to be able to get live info from system for ad hoc reporting. Suggest daily refreshes as a minimum. <p>Enquiry Response Time Reporting:</p> <p>Time Analysis: Generate reports that analyse the average, minimum, and maximum response times for enquiries, offering insights into efficiency and areas needing improvement.</p> <ul style="list-style-type: none"> ○ Benchmarking: Allow for setting standard response times to compare actual times against, identifying outliers. <p>Guardian Support Overview:</p> <ul style="list-style-type: none"> ○ Care Location Metrics: Report detailing the number of care locations each Guardian supports, helping identify workload distribution and potential areas of strain. ○ Unsupported Locations Insights: Highlight care locations that currently lack a registered Guardian's support, flagging them as priority areas for assignment or recruitment. <p>Organisational Support Analysis:</p> <ul style="list-style-type: none"> ○ Non-NHS Funded Metrics: Specific reporting on organisations supported by the NGO that do not receive NHS funding, allowing for financial and operational planning. <p>Guardian Transition Reporting:</p> <ul style="list-style-type: none"> ○ Stepping Down Overview: Generate reports that document Guardians who've declared their intention to step down, providing insights into transition needs and potential coverage gaps. <p>Training Milestones Analysis:</p> <ul style="list-style-type: none"> ○ Progress Tracking: Detailed reports that track the training milestones achieved by Guardians, ensuring compliance and identifying areas for potential refresher courses. 	
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		<p>Data Submission Oversight:</p> <ul style="list-style-type: none"> ○ Submission Accountability: Reports that spotlight organisations which have not met their data submission obligations, allowing for timely follow-ups and ensuring data integrity. <p>Advantages:</p> <p>Operational Efficiency: <i>Comprehensive reporting ensures the NGO operates with a clear understanding of ongoing activities, enabling informed decision-making.</i></p> <ul style="list-style-type: none"> • Accountability & Compliance: <i>By maintaining an oversight on crucial metrics, the NGO ensures compliance with both internal standards and external regulations.</i> • Proactive Management: <i>With insights at their fingertips, NGO managers can proactively address potential challenges, ensuring smooth operations and stakeholder satisfaction.</i> <p><i>Incorporating these advanced reporting capabilities ensures that the NGO remains transparent, accountable, and proactive in its operations, ensuring the best outcomes for its stakeholders.</i></p>	Comment not a requirement
DAT006	Maintain an up to date list of all NHS trusts	<p>Organisational Directory & Integration Requirements:</p> <p>Comprehensive Organisational Directory:</p> <ul style="list-style-type: none"> • Up-to-Date Records: The CRM solution should maintain an updated directory of all primary and secondary healthcare organisations. This ensures the NGO has a comprehensive view of its operational landscape. • Classification and Hierarchy: The directory should be structured to differentiate between primary and secondary healthcare entities, allowing for easy navigation and targeted communications. <p>Integration with Care Quality Commission (CQC) MS Dynamics Regulatory Platform:</p> <ul style="list-style-type: none"> • Automated Updates: Upon integration, the CRM should allow for automated, periodic data pulls or updates from the CQC. This minimises manual data entry and ensures timely directory updates. • Data Integrity & Verification: Post-integration, the solution should feature tools or mechanisms that cross-check and validate the newly sourced data, guaranteeing its accuracy and relevancy. <p>Advantages:</p> <ul style="list-style-type: none"> • Dynamic Data Sourcing: <i>Given that the CQC has a wealth of information on healthcare organisations,</i> 	Should

		<p><i>integrating with their system can ensure the NGO's directory is consistently updated.</i></p> <ul style="list-style-type: none"> • Enhanced Outreach: <i>With an updated directory, the NGO can communicate more effectively, ensuring that all healthcare organisations, whether primary or secondary, are within their outreach.</i> • Efficiency & Automation: <i>Through integration with the CQC, manual and repetitive tasks are reduced, ensuring that the NGO operates more efficiently and reduces the chance of outdated or incorrect data.</i> • Strategic Planning: <i>With an accurate view of the landscape, the NGO can better plan its strategies, recognising areas of potential expansion or increased support.</i> ○ <i>Ensuring that the CRM system maintains an updated directory, coupled with strategic integrations, allows the NGO to operate from a position of knowledge, fostering efficiency and maximising its impact.</i> 	Comment not a requirement
DAT007A	Storing results of investigations	<p>Dedicated Repository for Investigation Findings:</p> <ul style="list-style-type: none"> • Structured Data Storage: The solution should incorporate a section or module designed specifically for storing the outcomes of investigations into organisations' speaking up practices. • Case-Focused Interface: Each investigation should be treated as a unique case and unique identifier, with the ability to add extensive details, evidence, and other pertinent information. Each case should have a facility to be reopened if necessary. <p>Access Control and Confidentiality:</p> <ul style="list-style-type: none"> • Tiered Access: Given the sensitive nature of these investigations, access should be restricted. Only designated staff members or teams should have the ability to view, edit, or manage these findings. • Audit Trail: To maintain transparency and accountability, every modification or addition to an investigation record should be logged. This allows for tracking of who made changes and when. <p>Integration with Organisational Directory:</p> <ul style="list-style-type: none"> • Linking Cases to Entities: Each investigation case should be easily linkable to the specific organisation in question. This ensures streamlined referencing and can aid in holistic assessments of organisations over time. 	Must

DAT007B	Storing results of investigations	<p>Reporting & Analytics:</p> <ul style="list-style-type: none"> • Trend Analysis: The system should offer tools to analyse trends in speaking up issues, spotlighting organisations with recurrent issues and helping direct further action. <p>Visual Representation: Graphical overviews or charts to represent the severity, frequency, or type of issues can provide quick insights for decision-makers.</p> <p>Advantages:</p> <ul style="list-style-type: none"> ○ Informed Decision-making: <i>With systematic storage and presentation of investigation outcomes, the NGO can make more informed decisions regarding interventions or further probes.</i> ○ Enhanced Accountability: <i>The structured mechanism ensures that each concern is addressed meticulously, enhancing the NGO's accountability towards its mission.</i> ○ Stakeholder Assurance: <i>Demonstrating a structured approach to such investigations can build trust and credibility with stakeholders, assuring them of the NGO's commitment to improving speaking up practices.</i> <p><i>Having a robust mechanism to address and store findings from investigations into speaking up practices is paramount to the NGO's efficacy and credibility.</i></p>	<p>Should</p> <p>Comment not a requirement</p>
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Web

Ref	Title	Description	MoSCoW
WEB001	Unified Guardian login to the portal and Guardian information area of the website	<p>Unified Login System for Enhanced User Experience:</p> <p>Proposed Solution:</p> <ul style="list-style-type: none"> • Single Sign-On (SSO) Implementation: To mitigate these challenges and offer guardians a more intuitive and user-friendly experience, the introduction of a Single Sign-On (SSO) mechanism is proposed. This will allow guardians to seamlessly navigate between both sections of the website using a unified set of credentials. <p>Current System Overview:</p> <ul style="list-style-type: none"> • Dual System Structure: The existing website is divided into two discrete sections, each requiring individual login credentials. • Purpose of Segments: One section enables guardians to manage their personal profiles, update training records, and submit 'speaking up' reports. The other provides guardians with essential resources and materials to effectively execute their roles. <p>Challenges Identified:</p> <ul style="list-style-type: none"> • User Confusion: The bifurcation in authentication methods has led to confusion among the guardian community. • Increased Technical Support Enquiries: The current system's complexity has resulted in a surge of technical support requests, indicating a friction-filled user experience. <p>Advantages:</p> <ul style="list-style-type: none"> • Streamlined User Experience: Guardians will benefit from an efficient and integrated browsing experience, enhancing their engagement and productivity on the platform. • Reduced Technical Enquiries: A more straightforward login process is anticipated to curtail the volume of support queries, freeing up resources for other essential functions. • Improved Security: SSO systems often come with enhanced security measures, ensuring guardians' data remains secure while offering them simplified access. <p><i>Introducing a Single Sign-On system is not only a progressive step towards simplifying guardians' digital interactions but also a strategic move to reduce operational complexities and ensure data security.</i></p>	<p>Should</p> <p>Comment not a requirement</p> <p>Comment not a requirement</p>

		<p>Contrast with Current Manual System:</p> <ul style="list-style-type: none"> • <i>The present method requires manual cross-referencing of CRM data and manual updating of the website's guardian register. This shift to automation represents a significant process enhancement, minimising human errors and increasing speed.</i> <p><i>With the adoption of this automated maintenance system, the organisation takes a significant leap in digital transformation, streamlining processes and ensuring guardians, stakeholders, and the public receive accurate, timely information</i></p>	
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Non functional requirements

Ref	Title	Description	MoSCoW
NFR001	Authentication for internal users using CQC AD	<p>Authentication to an application using an organisation's Active Directory (AD) is a process where a user's identity is verified against the organisation's AD infrastructure to grant access to that specific application. Here's an explanation of this process and its advantages:</p> <p>Authentication Process:</p> <ul style="list-style-type: none"> • User Request: When a user attempts to access an application, they are prompted to provide their credentials (usually a username and password). • Authentication Request: The application sends the provided credentials to the organisation's AD server. • AD Verification: The AD server verifies the user's credentials against its database. If the credentials are correct, the AD server confirms the user's identity as legitimate. • Access Granted: The application receives confirmation from the AD server that the user's credentials are valid, and access to the application is granted. <p><i>In summary, using an organisation's Active Directory for authentication offers numerous advantages, including streamlined user access with SSO, centralized identity management, enhanced security, and seamless integration capabilities, all of which contribute to improved user productivity and IT efficiency.</i></p>	<p>Must</p> <p>Comment not a requirement</p>

NFR002	Support model	<p>Support Requirements from the CQC for the New System:</p> <p>Levels of Support Defined:</p> <p>a. 1st Line Support:</p> <ul style="list-style-type: none"> ○ Provider: The NGO's in-house IT support team. ○ Scope: This will encompass initial troubleshooting, user queries, and minor technical glitches. (triage of issue and to reproduce it with relevant screen shots or logs.) The first point of contact for users facing any issues, aiming to resolve many common queries at this level. <p>b. 2nd Line Support:</p> <ul style="list-style-type: none"> ○ Provider: Successful supplier ○ Scope: Addressing more complex challenges that surpass the capabilities of the first line of support. This might include system or application-related issues that require a deeper understanding of the platform. <p>c. 3rd Line Support:</p> <ul style="list-style-type: none"> ○ Provider: Successful supplier ○ Scope: Delving into advanced system diagnostics, software bugs, and other intricate matters. The goal is to tackle problems that couldn't be resolved at the 2nd line, potentially involving the direct input of developers or system architects. <p>d. 4th Line Support:</p> <ul style="list-style-type: none"> ○ Provider: Microsoft, as the platform provider. ○ Role of the Supplier: The chosen supplier is responsible for coordinating and liaising with Microsoft whenever 4th line support becomes necessary. This pertains to situations where there might be underlying issues related to the platform itself that are beyond the remit of the supplier's technical capabilities. <p>Expectations and Responsibilities:</p> <ul style="list-style-type: none"> ○ User guides internal/external: To help limit the support requirements that need escalating beyond 1st line support, a user guide for both internal and external use of the system should be created, so they can easily be shared both with internal NGO colleagues and external users (Guardians). This should help limit support enquiries to more complex issues. ○ Quick Turnaround: Given the critical nature of the NGO's operations, it is imperative that issues are addressed and rectified swiftly, minimising any 	Must
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		<p>potential disruptions.</p> <ul style="list-style-type: none"> ○ Seamless Coordination: The NGO expects a smooth handover process between support levels, ensuring that issues are escalated appropriately without undue delays. ○ Clear Communication: Weekly updates on the status of any ongoing investigations and expected resolution times are vital, keeping all stakeholders informed. ○ Documentation: All support interactions, particularly those requiring escalation to higher support levels, should be meticulously documented, aiding future reference and enhancing the knowledge base. <p>By clearly defining these support levels and associated responsibilities, the CQC aims to ensure a robust support system is in place, promoting efficiency, reliability, and user satisfaction.</p>	
NFR003	Maintainability	<p>Email Template Customisation Requirement:</p> <p>For the NGO to ensure timely and relevant communication with its stakeholders, it is essential to have a solution such as in exchange (outlook) which allows you to select from templates and edit ahead of sending out. This is to maintain the flexibility and adaptability of email correspondences. Thus, the following stipulations are set forth:</p> <p>Email Template Editor:</p> <ul style="list-style-type: none"> a. User-Friendly Interface: The CRM solution should incorporate a user-friendly, intuitive email template editor that allows the NGO's designated personnel to modify the content, design, and structure of email templates with ease. b. Dynamic Fields: The editor must support the inclusion of dynamic fields, enabling the system to auto-populate specific details (e.g., recipient name, organisation name) based on the email's context c. Preview Functionality: Before finalising any changes, users should be able to preview the updated template, ensuring that the design and content appear as intended. <p>Version Control & Backup:</p> <ul style="list-style-type: none"> ○ Versioning: The system should maintain a version history for each email template. This facilitates easy rollback to previous versions if required. ○ Backup: Periodic backups of all email templates should be conducted to prevent any accidental data loss. 	Must

		<p>Access & Permissions:</p> <ul style="list-style-type: none"> ○ User Roles: Designated NGO staff members should be granted access to the email template editor. However, there should be clear demarcation of roles, with only certain personnel having the ability to finalise and implement changes to ensure quality control. ○ Audit Trail: The CRM should maintain a detailed audit trail, capturing all modifications to email templates, including who made the changes and when. This ensures accountability and traceability. <p>Training & Documentation:</p> <ul style="list-style-type: none"> ○ Guided Training: The supplier should provide comprehensive training to NGO staff on the usage of the email template editor. This will ensure that users can confidently and competently make required updates. ○ Documentation: A detailed user manual or online help guide should be provided, which comprehensively explains all functionalities associated with the email template editor. <p>By granting the NGO the ability to update their email templates autonomously, the system ensures the organisation remains agile in its communications, catering to evolving needs and scenarios.</p>	
NFR004	Data protection	<p>To uphold the confidentiality and security of all data entrusted to the NGO, ensuring that the rights of data subjects are protected, and that the NGO remains compliant with data protection laws and regulations.</p> <p>1. Scope:</p> <p>This protocol applies to all data processed by the NGO, whether digitally or in paper form. It extends to all personnel, volunteers, contractors, and third parties that access or manage data on behalf of the NGO.</p> <p>2. Data Sharing and Consent:</p> <ul style="list-style-type: none"> ○ Information will not be disclosed or shared externally, including with the NGO host CQC, without explicit consent from the data subject, except in the following circumstances: ○ Safeguarding concerns where there's a risk to an individual's safety or well-being. 	Must

		<ul style="list-style-type: none"> Legal obligations or court orders. Consent mechanisms will be clear, concise, and in line with GDPR standards. A record of consents will be maintained and regularly reviewed. <p>3. Data Access and Control:</p> <ul style="list-style-type: none"> Strict access controls will be in place to ensure that only authorized personnel can access confidential data. Data access logs will be maintained to monitor and review any data access activities. <p>4. Data Retention and Destruction:</p> <ul style="list-style-type: none"> All Data will be retained only for the period necessary for its intended purpose or as required by law (5 years). After the retention period, the data will be securely destroyed, ensuring it cannot be reconstructed or retrieved. <p>5. External Parties:</p> <ul style="list-style-type: none"> Any third-party or contractor accessing NGO data will be required to adhere to this protocol and provide assurances of their own data protection measures. <p>By adhering to this protocol, the NGO ensures the protection of sensitive and personal data, builds trust with its stakeholders, and remains compliant with data protection standards.</p>	
NFR005	Tenancy	<p>NGO Dedicated Tenancy Requirement Objective: To ensure the utmost security, data protection, and operational independence of the NGO's digital assets.</p> <p>1. Scope: This requirement pertains to all digital assets, data, applications, and services used or managed by the NGO.</p> <p>2. Dedicated Tenancy:</p> <ul style="list-style-type: none"> The NGO's application and associated data must reside in a dedicated tenancy exclusively reserved for the NGO. This tenancy should not be shared with, accessed by, or co-located with assets from the CQC or any other entity. <p>3. Physical Separation of Assets:</p> <ul style="list-style-type: none"> Beyond logical separation through dedicated 	Must

		<p>tenancies, there should be a physical separation of data centres or servers hosting the NGO's assets from those of CQC.</p> <ul style="list-style-type: none"> ○ This means different physical servers, storage devices, and network equipment. <p>4. Access Control:</p> <ul style="list-style-type: none"> ○ Strict access controls must be put in place to ensure that only authorised NGO personnel can access the dedicated tenancy. ○ No CQC personnel or third-party associated with CQC should have access to the NGO's dedicated tenancy unless explicitly authorised for specific operational needs, under strict supervision. <p>6. Data Transfer:</p> <ul style="list-style-type: none"> ○ There must be secure mechanisms in place for data transfer between the NGO's tenancy and other systems, if needed, ensuring data integrity and confidentiality. <p>7. Monitoring and Audit:</p> <ul style="list-style-type: none"> ○ Continuous monitoring tools should be implemented to oversee the operations and access to the dedicated tenancy. ○ Periodic audits must be carried out to ensure the physical and logical separation of assets and verify adherence to this requirement. <p>By fulfilling this dedicated tenancy requirement, the NGO ensures its operational autonomy, fortifies its data protection measures, and minimises potential risks associated with shared resources.</p>	
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8. Dependencies

To meet NGO's stipulations, the MeLearning LMS must provide a mechanism for CRM to automatically verify a Guardian's training completion.

The NGO have agreed that this dependency is not essential

9. Issues

Reference	Issue Description
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Issue001	<p>Issue with MeLearning System Integration for Reporting Purposes:</p> <p>Our current understanding indicates that the MeLearning system does not offer a comprehensive suite of APIs tailored for reporting. This limitation constrains our ability to directly pull pertinent details regarding course completions to update the Guardians' training records in the CRM. However, a notable capability of MeLearning is its support for user registration through APIs.</p> <p>Potential Solution Framework:</p> <p>Automatic Registration:</p> <ul style="list-style-type: none">○ The CRM system could leverage MeLearning's API to ensure that, upon registering on the portal, Guardians are concurrently registered on the LMS using identical credentials. <p>Manual Data Retrieval & Integration:</p> <ul style="list-style-type: none">○ In the absence of direct reporting APIs, the NGO could routinely extract a report from the LMS detailing course completions and other essential metrics.○ This data could then be fed into the CRM to update the training records of Guardians. Given that the login credentials across both systems would be consistent, data mapping and record matching should be efficient. <p>Considerations:</p> <ul style="list-style-type: none">○ One challenge to anticipate pertains to Guardians who possess pre-existing logins on the LMS. An analysis will be required to determine the best approach, ensuring data integrity and preventing duplicate records. <p>By pursuing this potential workaround, while not entirely automated, we can achieve a measure of integration that ensures Guardians' training records are regularly and accurately updated in the CRM. It's a pragmatic approach given the current limitations of the MeLearning system.</p>
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Solution Overview and Requirements:

The following section aims to explain the high-level conceptual architectures of our current landscape and desired state.

Note: This should not be assumed this is the final design pattern, as part of our expectation of this project is that the chosen partner will produce relevant high/low level designs including any transitions states as part of their deliverables scope.

This section read in conjunction with the requirements, should help the readers with understanding our scope and desired outcomes for the project.

There may be some assumptions made of the designs, which we can further validate together in the design phase of the project.

Current State Conceptual Architecture:

Business Context:

The NGO Solutions current function covers:

- Case management of enquiries into the office from the public, workers, Guardians and leaders.
- Guardian registration – Guardian profiles, the Guardian Directory etc.
- Guardian training – The manual recording of training records by Guardians on the system. Currently there is no link to an LMS system used by the NGO.
- Data submissions – Guardians submit anonymised data to the system for the NGO to pull off reports.
- The system informs the website but there is no direct link in between resulting in manual processes.

Customers and Interactions:

1. **Employees / Workers** submit enquiries – NGO team triage these.
2. **Public** may also submit enquiries, and which are triaged by the NGO team.
3. **Guardians.**
 - i. Get **appointed** by parent organisation.
 - ii. Undergo **foundation training**.
 - iii. Then **Register** via a web-form.
 - iv. Registration is **verified** – on the Case Management system.
 - v. Refresh their **training** - Training record is stored on LMS.
 - vi. Upload certs to **guardian profile on NGO Website** - either by Guardians or NGO team.
 - vii. Guardian submit Quarterly **data sets** on cases into the Case Management system – this data is then used to populate the NGO website.

NGO Support Team Provides:

1. **Comms and Engagement** to public and workforce.
 1. Enquiry management processing of approx. 380 contacts per month currently with a view that any future changes to the landscape could increase this to at least 500 contacts a month.
 2. Channels of engagement are web form / emails / calls.
 3. Some confidential info from non-guardian contacts supplied. (i.e. safeguarding data which is stored externally on secure SharePoint).
 4. Approx. 70% of contacts into NGO tam is from Guardians and 30% is from others e.g. public or stakeholders.
2. **Support** to Guardians for
 1. Their registration.
 2. In role support.
 3. Their data uploads.
 4. Training.
 5. Stepping down includes exit interviews.
3. **Enquiry Management** across for
 - i. Speaking up.
 - ii. Complaints.
 - iii. FOI and SAR requests.
 - iv. Safeguarding.
 - v. Ad hoc /Miscellaneous enquiries.

Inbound Comms Via: Website, Email or Telephone (Hunt Group)

1. Existing Case Manager Ilzuka solution provides NGO with:

- i. Registration Portal Pages.
- ii. Case/Enquiry Management capabilities.
- iii. Master of Guardians Data and Profiles.
- iv. Guardians provided anonymised data master.
- v. Bespoke Reporting.
- vi. Internal User Identity and Access Control capabilities (i.e. not via Azure AD).
- vii. System supported internally by NGO team office hours only or to lizuka if team cannot resolve (2nd/3rd line).

2. NGO Website – based on WordPress which provides NGO with:

- i. Public directory of Guardians (duplicate copy manually uploaded from case manager)
- ii. Speaking up data reports – (manually uploaded reports onto website produced via case manager).
- iii. Password protected area for Guardian Resources - Internal User Identity and Access Control capabilities (i.e. not via Azure AD).
- iv. Guardian Specific Content Management (for logged in Guardians).
- viii. System support internally by NGO team office hours only or direct to Huxley if team cannot resolve (2nd/3rd line).

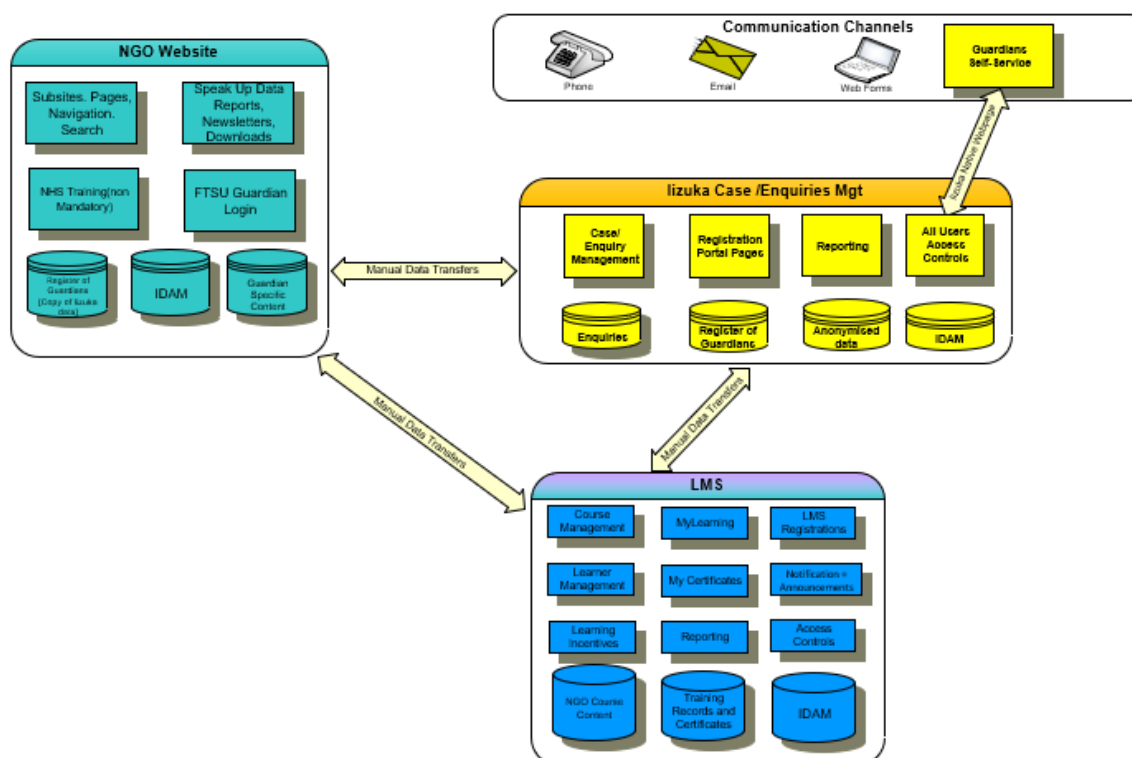
3. LMS from 'Me Learning Ltd' – Forms on LMS which provides NGO with:

- i. Mandatory NGO created course content of foundation and refresher courses for Guardians.
- ii. Guardians training records and certificates and audit trails of completion.
- iii. No current integrations between LMS and Web/case manager.
- iv. Internal User Identity and Access Control capabilities (i.e. not via Azure AD).
- v. System support internally by NGO team office hours only or direct to Me Learning Ltd if team cannot resolve (2nd/3rd line).

4. Comms Email & Telephony

- i. One dedicated external facing phone line for the team hosted via a Hunt Group.
- ii. E-mails processed via CQC MS Office 365/Outlook, and relevant content keyed into case manager manually as needed from e-mails.
- iii. Telephony support managed by CQC Helpdesk (1st, 2nd and 3rd line).

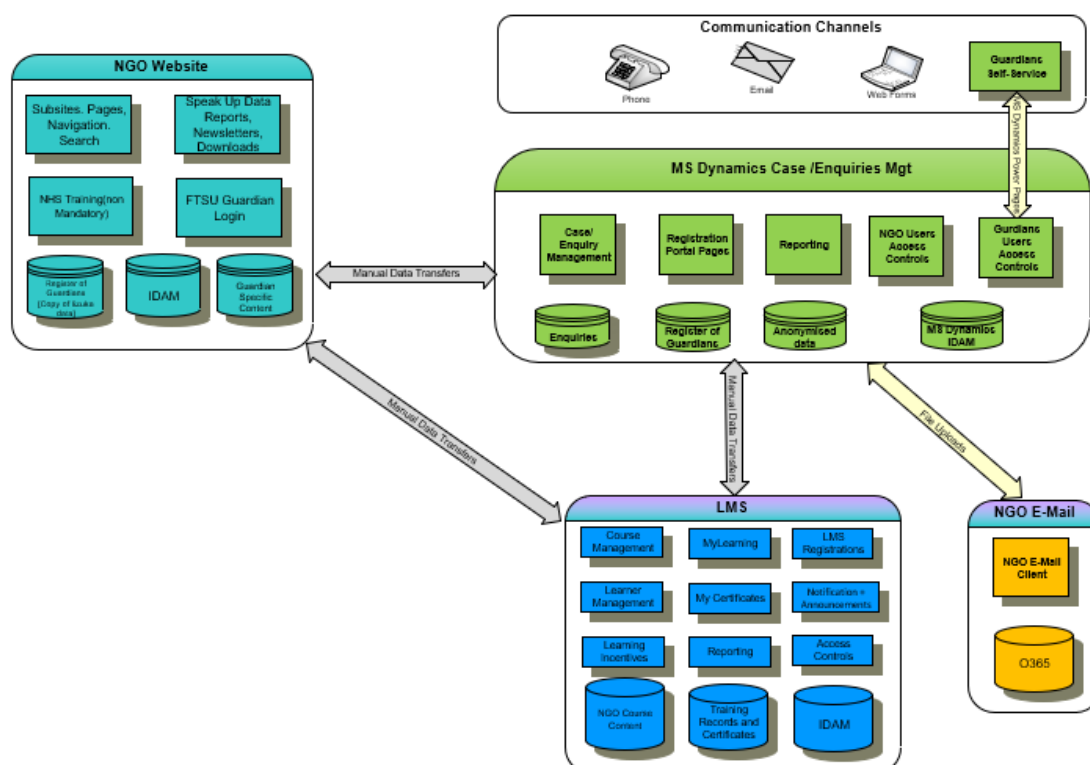
Current State - Conceptual Solution Capability Landscape



Desired Target State - Conceptual Solution Capability Landscape

The below is a conceptual capability architecture example only to help visualise the systems and flows of data between them.

We are seeking the chosen supplier to advise us their vision of the best possible design and flows between systems, that they can deliver within the allocated time and budget of the proposal.



The following Design Principles are proposed for the future solution:

1. Maintain NGO's operational independence to rest of CQC Technology Landscape.
2. Deliver a simple Business Applications and Technology Landscape with solutions appropriate to need and scale of operations.
3. Buy-Not-Build desired solution.
4. Minimal bespoke configuration of software packages with business processes, adapt to use "out-of-the-box" functionality.
5. Migrate only relevant and cleansed data from legacy solution into new solution.
6. Design to deliver a Single-Point-Of-Truth for all core business data.
7. Systems need to ensure NGO Data Protection and Cyber Security needs are fully met.

Environments

It is important to note that the future NGO solution should be hosted in Microsoft Cloud UK/EU Zones on a separate tenancy to CQCs existing MS Dynamics solutions.

The NGO requires its own solution to ensure that confidentiality is maintained within our office as there is an expectation that we do not share information outside of this, even with our host body, unless we have consent to do so (from whoever has contacted us), or there is a safeguarding concern related to the information stored.

We are assuming at minimum a dedicated NGO Production MS Dynamics 365 environment is delivered, that is hosted as per CQCs Microsoft strategy and domains, and is logically isolated from CQC's core systems and infrastructure.

We would like the proposal to outline the high level proposed environment strategy, and how the product development and release cycles will work for day one and on-going product changes and enhancements for the NGO's longer term operational needs.

Integrations

Our desire is to automate the MS Dynamics 365 solution and its data flows end to end with LMS and the Website over time, so the foundation architecture should consider this in the design.

Where data flows are not automated or systems not integrated, all design assumptions will need to be clearly called out, with any manual data input/quality checks identified in the tender design proposals.

Data Migration

Our assumption is that there will be a need to migrate relevant /manually cleansed Registered Guardian Datasets from Iizuka into MS Dynamics, this can either be one off automated activity or a manual one, and will be done in conjunction with the NGO team and the chosen partner. Note: We would like the proposal to outline the best option in line with budget envelope as part of the proposal.

Licensing

Please note MS Dynamics 365 licensing will be purchased via CQC on behalf of NGO via CQC's existing licensing provider. However, we do require the tenderer to outline required any MS Dynamics and other additional licenses and their quantities which are required for the end-to-end solution to work.

Appendix

Other Supporting Context:

The preferred software for this project is MS Dynamics 365 and the Customer Service module would be needed for handling enquiries and overall case management within the system.

The enquires management system needs to record all contacts. It should link to outlook (to drag and drop attachments and attach to case notes as a minimum) to support greater records management and also have the ability to upload stand-alone documents. The system should have templates to record calls embedded within the system.

There is information about contacts that we want to track and that may not be in the standard enquiries' configuration, this list is illustrative and may not be exhaustive:

- Role (Public/Guardians/Worker etc).
- Organisation (potential to be more than one).
- Email (potential to have more than one).
- FTSU Non-Executive Director.
- CEO.
- Chair.
- Status (Active/Inactive).
- Type (FOI, Complaint, safeguarding, SAR, training, Guardian enrolment etc).
- Recording of Qualifying Disclosures.

Reporting

We are seeking a system where we are able to build our own simple reports. Some standard reports are illustrated below:

- Numbers of enquires and case reviews.
- Enquiry and case review resolution times.
- Response times - All enquiries should be responded to within 20 working days. Those that are identified as FOIs would also have a 20day time limit with SARs having 30-day limit. We would want a system which would alert the enquires when an enquiry/FOI/SAR was 5, 10, 15 days old and overdue. We would also want to run a report on no. of enquiries, FOIs, SARs and timeliness of response.
- Number of enquiries.
- Numbers and statuses of guardians.
- Database of guardians with field reflecting current guardianship status.
- Responding to enquiries.

Guardian Management

We are looking for a solution for Guardians to register and manage contact details in much the same way they do today. Guardians are not employed by the NGO but have to register, train and submit data with/to the NGO. This function is similar to that of a professional body whereby individuals register with an organisation in order to access training, information and submit data. Guardians work with over 1000 organisations therefore it is important that Guardians can link themselves to one or many organisations.

Guardian registration functionality would need to include/consider for the future:

- Guardian profile (name, address, organisation, role, email, phone etc).
- Ability to integrate MS Dynamics 365 with LMS notifications and ingest required data in the future should be built into foundation MS Dynamics architecture.
 - To enable automated verification of training once a Guardian has completed their training and are a fully registered. This information can then also be linked to the Guardian Directory on the NGO Website.
- Ability to integrate MS Dynamics 365 with NGO Website to ingest required data in the future should be built into foundation MS Dynamics architecture.
- To enable auto population of required data from Ms Dynamics into the Guardian Directory on the NGO Website.

Data submissions

Currently Guardians submit speak up data on a quarterly basis with over 130,000 cases submitted since 2015 (anonymised data sets in lizuka case manager currently).

In 2023/24 around 30,000 cases were submitted anonymously to the NGO.

In light of this, the system would need:

Stakeholder management – CRM capabilities

The ability to save stakeholder engagements on the system such as file notes of meetings, call logs and e-mails.

Communications

Weekly bulletin to all guardians – generates mailing list from current guardian records. Used to mail merge in external system that authors and sends messages.

Weekly bulletins to trusts, ALBs etc. – generate mailing list from organisation/contact records. Mail merge and send in external system.

3. Cost Envelope

Cost Envelope
Total cost £400,000 (Inc VAT) for 2024/25 (inclusive of all additional Licenses, Design, Build, Test, Development, Delivery, Training, and 2 nd /3 rd line Support and Maintenance in first year).

4. Duration of Contract

Start Date	End Date	Extension Options (If Applicable)
		A further 7 years (1+1+1+1+1+1+1). Total number of years equals 8.

5. Authority Responsibilities

The Authority shall:

- Appoint a programme manager to oversee the work and liaise with/report as required with the Supplier.
- The Authority will ensure all milestone payments are made promptly in line with the contract.

6. Supplier Responsibilities

The supplier shall:

- Appoint a contract and/or a programme manager to oversee the work and liaise with/report as required to NGO's programme manager;
- Agree the nature and frequency of meetings required with CQC;
- Perform quality assurance on all aspects of the programme;
- Provide NGO with timely and ongoing evaluation and quality assurance information relating to the programme;
- Provide NGO with updates on costs and progress as required.

7. Contract Management Arrangements

There will be a clear programme plan with deliverables which will be monitored by CQC and the supplier.

Additionally, the supplier will be expected to:

- Communicate and meet (e.g. online) frequently with CQC as agreed;
- Work within agreed key performance indicators relating to quality, delivery of products and levels of service;

- Measure performance and provision of service on an ongoing basis against specific target dates;
- Provide reports on progress to the contract manager / programme manager;
- Attend key meetings in person to review progress and discuss the service, as required by the contract manager / programme manager;
- Attend a post contract review with the CQC to review whether the objectives of the contract were met, to review the benefits achieved; and
- Identify any lessons learnt for future programmes.

8. Key Performance Indicators (KPIs)

Indicator	Measured by	Target	Review Frequency
Financial	Invoicing received to allow for timely payment	100%	Annually
Process implementation	Introduction of updates / change requests to an agreed timetable	100%	6 monthly
Performance	Service delivered and maintained	100%	Monthly

9. Milestones

The table below sets out a proposed timetable of activity. Please note that this is intended as a guide and is subject to change to ensure the greatest alignment with our transformational change programme. We will work with the successful supplier upon commencement of the contract to agree the programme for delivery.

Description	Target Date	Action to Achieve Milestone	Review Date
Development of new system	Sept 2024 to March 2025	Meetings with developers fortnightly or more frequently as required during development	TBC once contract is awarded
Implementation of new system	March 2025	As above	TBC once contract is awarded
Go live	01/04/2025		TBC once contract is awarded

10. Skills and Knowledge Transfer

The system integration, user training and approach will be given to all NGO employees to support use of the system and further system and process development. It is expected that the supplier will explain the methodology and system in detail to the team so that they can refer to the functionality to support day to day working.

All documentation received will be saved within the NGO's SharePoint for the purposes of informing future system development and initiatives.

Call-Off Schedule 24 (Tenancy Build and Support RACI)

RACI:

Azure Tenancy Creation	CQC	
Azure Tenancy Support/Maintenance	CQC	
D365 CE Environment creations and management	Kainos	
D365 CE configuration/Development	Kainos	
D365 Application Support	Kainos	