**Call-Off Schedule 17 (Supply Chain Visibility)**

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

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| **"Contracts Finder"** | the Government’s publishing portal for public sector procurement opportunities; |
| **"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 sized enterprises; |
| **"Supply Chain Information Report Template"** | the document at Annex 1 of this Call-Off Schedule 17; |
| **“Unconnected Sub-contract”** | any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017; and |
| **“Unconnected Sub-contractor”** | any third party with whom the Supplier enters into an Unconnected Sub-contract. |

1. Visibility of Sub-Contract Opportunities in the Supply Chain
   1. The Supplier shall:
      1. subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
      2. within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
      3. monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
      4. provide reports on the information at Paragraph 2.1.3 to the Authority in the format and frequency as reasonably specified by the Authority; and
      5. promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.
   2. Each advert referred to at Paragraph 2.1.1 of this Schedule shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
   3. The obligations on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.
   4. Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.
2. Visibility of Supply Chain Spend
   1. In addition to any other management information requirements set out in the Framework Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “SME Management Information Reports”) to the Authority which incorporates the data described in the Supply Chain Information Report Template which is:
      1. the total contract revenue received directly on the Framework Contract and each Call-Off Contract;
      2. the total value of sub-contracted revenues under the Framework Contract and each Call-Off Contract (including revenues for non-SMEs/non-VCSEs); and
      3. the total value of sub-contracted revenues to SMEs and VCSEs.
   2. The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1 – 3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Authority issuing a replacement version. The Authority agrees to give at least 30 days’ notice in writing of any such change and shall specify the date from which it must be used.
   3. The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.
   4. **Visibility of Payment Practice**
   5. If the Call-Off Contract has at the Call-Off Start Date an anticipated contract value in excess of £5 million per annum (excluding VAT) averaged over the Call-Off Contract Period and without prejudice to any other requirements of the Framework Contract, the Supplier shall:
      * 1. pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
           1. the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
           2. the date that falls 60 days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
        2. include within the Supply Chain Information Report a summary of its compliance with this Paragraph 4.1, such data to be certified every 6 months by a director of the Supplier as being accurate and not misleading.
   6. If any Supply Chain Information Report shows that in either of the last two 6 month periods the Supplier failed to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within 60 days of receipt, the Supplier shall provide to the Authority within [15] Working Days of submission of the latest Supply Chain Information Report an action plan (the “Action Plan”) for improvement. The Action Plan shall include, but not be limited to, the following:
      * 1. identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within 60 days of receipt;
        2. actions to address each of the causes set out in Sub-Paragraph (a); and
        3. mechanism for and commitment to regular reporting on progress to the Supplier’s Board.
   7. Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
   8. The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Authority as part of the procurement process and such action plan shall be included as part of the Supplier’s Solution (to the extent it is not already included).
   9. If the Supplier notifies the Authority (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractors within 60 days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or the Authority otherwise discovers the same, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

**Annex** **1 - Supply Chain Information Report template**

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|  | Contract Year 20[ ] | | | |
| Under this Call-Off Contract | | Supplier as a whole | |
| £ | % | £ | % |
| Estimated total contract revenue (£) to be received in this Contract Year | £[ ] | 100% | £[ ] | 100% |
| Total value of Sub-contracted revenues (£) in this Contract Year | £[ ] | [ ] | £[ ] | [ ] |
| Total value of Sub-contracted revenues to SMEs (£) in this Contract Year (Direct) | £[ ] | [ ] | £[ ] | [ ] |
| Total value of Sub-contracted revenues to SMEs (£) in this Contract Year (indirect) | £[ ] | [ ] | £[ ] | [ ] |
| Total value of Sub-contracted revenues to VCSEs (£) in this Contract Year | £[ ] | [ ] | £[ ] | [ ] |