

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference: con_24724

Call-Off Title: Improving social worker experience of the Child Protection Information Sharing service (CP-IS)

Call-Off Contract Description:

CP-IS is a system that alerts social workers when children who are subject to a child protection plan, or are looked after, present at an unplanned health setting.

Currently LAs and social workers have many pain points with the system, so user research, business analysis, service design, data architecture services are required to scope out solution updates. Project is in collaboration with NHS England transformation team, who will carry out changes based on results from this programme of work.

In a published report to Parliament, improvements to CP-IS were highlighted as a quick way to improve information sharing between health and social care – protecting vulnerable children. A previous CP-IS discovery included user research which highlighted the issues social workers have with the system. The burdens to LAs have been reported as being time consuming both for social workers and those working in the business support arena. These need to be explored in more detail to understand how to make quick changes to free up social worker time and ensure timely, evidence-based decisions are made about children. There is a good evidence base from primary research showing this needs to be addressed. Further user research is needed to focus on the solutions. Capability to complete this is not available within the DfE. There are limited options available and reputational risks if left incomplete, as a public commitment has been made in the recommendations in the report to Parliament.

To support this programme of work, DfE will procure a single contract via further competition through the Digital Outcomes 6 (DO6) CCS framework. As part of the contract, there will be two phases of work: an 8-week spike to explore how CP-IS is currently configured by end users, focusing on the user interface and user experience; and an 8-week discovery scoping and shaping the development of CP-IS, including feasibility, scope and costs.

The Buyer: The Secretary of State for Education

Buyer Address: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

The Supplier: Solirius Ltd

Supplier Address: 65-68 Leadenhall Street, London, EC3A 2AD

Registration Number: 06279757

DUNS Number: 210026648

SID4GOV ID: N/A

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 15th March 2024.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 - Digital Outcomes

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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) **[Not Applicable]**
 - Joint Schedule 7 (Financial Difficulties) **[Not Applicable]**
 - Joint Schedule 8 (Guarantee) **[Not Applicable]**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – **Not Applicable**
 - Call-Off Schedule 18 (Background Checks) – **Not Applicable**
 - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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

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

Call-Off Special Terms

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

Special Term 1.1 - The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion.

Special Term 1.2 - The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules 5) provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent) or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately

disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.

Special Term 1.3: Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information in relation to the Call Off Contract, or for any other reason, the Supplier shall promptly and diligently replace any individual identified.

Special Term 2: The Department's expectation is that expenses will not be paid for this opportunity.

Special term 3: Service provider resources must work within the United Kingdom unless agreed by the Department on an individual basis. Departmental equipment must not be taken abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.

Special Term 4: The Department's approach to pricing mechanism for this opportunity will be 'Fixed Price' however we reserve the right to use any of the other approaches as listed in the call-off charges section.

Special Term 5: General Information Standard Framework and Call Off Terms and Conditions will apply Suppliers must agree to all DFE security clearance policies and processes. Suppliers must comply with the Regulation (GDPR) Regulation May 2018; the (DPA) Act 2018, the Law Enforcement Directive and any subsequent amendments/changes to date including providing sufficient guarantees to meet the requirements of GDPR in line with Procurement Policy Note (PPN) 02/18 May 2018 which updates PPN 03/17 All Project-Specific IPRs (as defined) and the Deliverables shall vest in the Buyer unconditionally and immediately upon their creation.

Special Term 6.1: The Supplier shall not, either directly or indirectly, by or through itself, its affiliate, its agent or otherwise, or in conjunction with its affiliate, its agent or otherwise, whether for its own benefit or for the benefit of any other person solicit, entice or induce, or endeavour to solicit, entice or induce, any employees of the Buyer who are employed or engaged in the performance of the Services with a view to employing or engaging the employee of the Buyer during the Call-Off Contract Period and for a period of 9 months thereafter.

Special Term 6.2: Notwithstanding clause 6.1 the Supplier may employ or engage any employees of the Buyer which have responded directly to a bona fide recruitment drive either through a recruitment agency engaged by the Supplier or via an advertisement placed publicly by the Supplier (either in the press, social media, online or in trade and industry publications).

Call-Off Start Date: 15th March 2024

Call-Off Expiry Date: 14th September 2024

Call-Off Initial Period: 6 months.

Call-Off Optional Extension Period: 3 months.

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: The total maximum value for this contract over the initial 6-month period is £333,333 ex VAT.

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)]

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£333,333** Estimated Charges in the first 12 months of the Contract.

Call-Off Charges

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

Payment Method

BACS - The supplier will issue electronic invoices.

Payment frequency will be agreed at individual Statement of Work level.

The buyer will make payment of the invoice within 30 days of receipt of a valid invoice. To be submitted monthly in arrears or as set out in the Statement of Work against the relevant Purchase Order.

A copy of the invoice must also be sent to the work requestor specified within the SoW/Purchase Order.

A valid invoice will:

- Be dated and have a unique invoice number;
- Quote a valid purchase order number;
- Include correct Supplier details;
- Specify the services supplied;
- Include the correct SoW reference;
- Be for the correct sum;
- Provide contact details for queries.

Buyer's Invoice Address

[REDACTED]

Contract Manager

[REDACTED] Department for Education
Level 3
2 St Paul's Place
125 Norfolk Street
Sheffield
S1 2JF

Buyer's Authorised Representative

[REDACTED]

Deputy Director

[REDACTED] Department for Education
Level 3
2 St Paul's Place
125 Norfolk Street
Sheffield
S1 2JF

Buyer's Environmental Policy

To be confirmed.

Buyer's Security Policy

See Appendix 2 in the Order Form.

Supplier's Authorised Representative

██████████ Head of Design

████████████████████ 65-68 Leadenhall Street, London, EC3A 2AD

Supplier's Contract Manager

██████████ Operations Director

██████████

██████████ 65-68 Leadenhall Street, London, EC3A 2AD

Progress Report Frequency

On the first Working Day of each calendar month

Progress Meeting Frequency

Monthly.

Key Staff

██████████ User Researcher

██████████ 65-68 Leadenhall Street, London, EC3A 2AD

contact via email only

Contracted Associate, inside IR35, SDS required.

Key Subcontractor(s)

Not Applicable

Commercially Sensitive Information

No.: 1

Date: 12/03/2024

Item(s): Supplier's Rate Card

Duration of Confidentiality: 2 years

No.: 2

Date: 12/03/2024

Item(s): Supplier Named individuals and contact details

Duration of Confidentiality: Always

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Service Credits

Not applicable

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)]

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

Appendix 1

Statement of Work

Improving social worker experience of the Child Protection Information Sharing service (CP-IS). **SOW001**

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Statement of Work (SOW)

Issued in accordance with Contract ref '**con_24724**' and including Pricing

Arrangements, Deliverables and Key Contacts.

3.1 SOW Summary

Date SOW Submitted:	07/03/2024
SOW Reference:	SOW001
Maximum SOW Value:	£199,687.50
Buyer:	The Secretary of State for Education
Supplier:	Solirius Ltd
Team and Directorate:	CSC Data and Digital Policy Division, Safeguarding and Workforce
DD/SRO:	
Start Date:	15 th March 2024
End Date:	29th May 2024
Work Package Title:	Improving social worker experience of the Child Protection Information Sharing service (CP-IS)
Phase(s) of Development:	Discovery
Location Required:	Suppliers' premises or remote working Overseas working is not permitted.
IR35 Determination:	Inside IR35 (off-payroll working rules apply)
Outcome of IR35 Assessment:	It is the responsibility of the Buyer to complete the HMRC IR35 assessment and embed the resulting pdf below. Failure to do so will result in this request being rejected. The 'off-payroll working rules (IR35) do not apply' <input type="checkbox"/> The 'off-payroll working rules (IR35) apply' <input checked="" type="checkbox"/>
SOW Background and Objectives:	CP-IS Background The Child Protection Information Sharing (CP-IS) service is a Spine Clinicals product that holds information on children on protection plans assigned by Local Authority (LA) social care workers. CP-IS holds summary information on those plans so that authorised NHS staff (RBAC assigned), through their ICT systems, can be notified if someone presenting to them is on a plan. This allows those clinicians to bear in mind this information when assessing the health and care requirements for the individual.

	<p>As CP-IS connects LA social care workers across all 152 LAs and NHS care professionals, there are requirements for continued improvements and enhancements from both parts of the health and care system. Children's social care is the responsibility of the Department for Education (DfE) through Local Authorities. This includes social care workers, school nurses and health visitors.</p> <p>CP-IS provides information whilst someone is on a plan, and for 364 days after the plan ends in what is termed 'step-down care'. Care settings accessing CP-IS cover both unscheduled care and planned care settings – with unscheduled care setting access to CP-IS automatically sending an alert, via CP-IS, to the relevant social care worker.</p> <p>There are currently 3 types of plans:</p> <ul style="list-style-type: none"> - Child Protection Plan (CPP) - Looked after Child (LAC) / Child Looked After - Unborn Child Protection Plan (UCPP) which may include people up to 56 in age (non-male) <p>Children may be flagged from CP-IS until they are 18 + 364 days depending on when their plan ends.</p> <p>Department for Education Strategic Intent</p> <p>To date (2023) the funding for improvements have been through DHSC and so focused on the NHS. For 24/25 DfE wants to drive safeguarding changes that will improve the service for social care. Key concerns from DfE include:</p> <ul style="list-style-type: none"> ● Poor information sharing between professionals and agencies hinders coordinated safeguarding and support around children and families and is a top learning point from reviews of serious incidents of child harm and death over the last 30 years. ● Social workers receive a blank alert to advise of the interaction and there is a time burden on them to try and find out the details of an unscheduled
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	<p>presentation in order for them to know if they need to act quickly.</p> <ul style="list-style-type: none"> • DfE research has shown that social workers do not see the benefits of CP-IS in the same way that health practitioners do and that the alerts and issues with data matches can be a burden to LAs <p>Opportunities for using CP-IS to address these concerns include :</p> <ul style="list-style-type: none"> • CP-IS as a quick way to improve information sharing between health and social care – protecting vulnerable children • Data quality issues – for example, when the data does not match, notifications may not be sent and social workers not alerted • A previous CP-IS discovery included user research which highlighted the issues social workers have with the system. Back office staff at the LAs confirmed the burdens on them of data cleansing to ensure data matches are correctly made, this includes how their Case Management Systems (CMS) interfaces with CP-IS and how data presentation could be improved. • Freeing up social worker time to spend with families • Discovery work into potential further areas, including: <ul style="list-style-type: none"> ○ Expansion into further settings e.g. those with statutory safeguarding obligations ○ Social care led Children in Need, School led Children in Need. Potential for greater integration functionality with Local Authority Case Management Systems (LA CMS) ○ Roadmap of enhancements coordinated with LA CMS user interface and other local LA functional improvements
Overview of Work Package Requirements:	The work package covers the following areas

	<ul style="list-style-type: none"> • User needs analysis – user research/user experiences of social workers and LAs in their use of CP-IS to explore the pain points, user needs and scale of the burdens previously described by social workers. Alongside this, assessment of the data standards used in health and social care systems that impact the delivery of user needs presently. Report to include recommendations to resolve these. • Non-working prototypes – building on the user needs analysis, development of non-working prototypes for the case management systems to show what good looks like. • Impact assessments to be completed around the recommendations provided and suggested changes. To include impact on costs, blockers, workload, timelines etc. • Data assessment report covering data quality issues and AS-IS process for resolving data issues. Also to quantify the burden to LAs to resolve data quality issues. <p>Knowledge transfer to DfE internal digital/data teams and NHS England transformation team at the end of the work programme to be ensured. This work is to inform a change programme in FY24/25.</p>
<p>Performance Standards:</p>	<p>Completion of the work in this SOW must be in compliance with:</p> <ul style="list-style-type: none"> • GDS Service Standards • DfE Mock Alpha Assessment Standards • Information Security Standards and processes e.g., ITHCs, AtOs • Agile Methodology • GDPR compliance • Accessibility standards (WCAG 2.1 AA accessibility standard) • DfE Technical Standards • DDaT Capability Framework • Technology Code of Practice • Government Design System • Communities of Practice

	<ul style="list-style-type: none"> • Cyber Essentials • Cyber Essentials Plus <p>Further information on these standards is captured in section 3.7 within this document.</p>
Funding Team and Cost Centre:	10098
Security Vetting Checks required	<p>The level of clearance required for this SOW is</p> <ul style="list-style-type: none"> • BPSS
General Data Protection Regulation (GDPR) considerations for this engagement	Please see Annex 1 – Data Processing



3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.





3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

3.2 Deliverables, Acceptance Criteria & Milestones

3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Work Package Deliverables				
Ref	Deliverable	Acceptance Criteria	Milestone Dates	Deliverable Verification Owner

D01	User research participants recruitment plan	<p>Recruitment channels identified with rationale.</p> <p>Strategies identified to recruit individuals with varying backgrounds, abilities, and experiences.</p> <p>Appropriate sample size specified based on research goals and methodologies.</p>	29.03.24	
D02	User needs analysis	<p>Report for each of the social care business support and case management systems (8 in total), focusing on the user interface / user experience for viewing / processing CP-IS data. Personas, pain points and user needs to be defined.</p> <p>Scale of burdens for social workers and LAs to be quantified.</p>	26.04.24	
		<p>Recommendations to resolve user needs and pain points, such as changes to the CMS user interface, process changes, training or governance supporting the use of the system, along with the expected benefits.</p>	03.05.24	
		<p>New data requirements for information to be shared by the CP-IS to meet the needs of each identified persona to be documented, along with the data standards social care have vs those that exist for health, supporting or impacting the delivery of user needs.</p> <p>Report covers all social care business support and case management systems and data requirements for the personas identified.</p>	10.05.24	

D03	Non-working prototypes and process mapping	Create non-working prototypes/wireframes for each of the case management systems, to show potential options.	17.05.24	
		Create process maps, including changes in technical architecture, to reflect proposed solutions.	17.05.24	
D04	Impact assessment	<p>Impact assessments for the delivery of D01 and D02, covering costs, workload, timelines and blockers, to make changes to:</p> <ul style="list-style-type: none"> • Case management systems • The national CP-IS service • Health systems connecting to the CP-IS service 	17.05.24	
D05	Data Assessment Report	Assessment of data quality issues and volumetrics for plan data.	26.04.24	
		Documenting AS-IS processes for resolving data issues and highlighting pain points to resolve.	17.05.24	
		<p>Qualify and quantify the burden to Local Authorities for resolving data quality issues.</p> <p>Identify options and costs to resolve, alongside associated benefits (cash / non-cash releasing).</p>	17.05.24	
D06	Knowledge Transfer	Ensure all outputs are thorough and to a high standard, to enable straightforward knowledge transfer to DfE and NHS England teams taking the work forward in FY24/25.	24.05.24	

		Information documented, stored and communicated in the appropriate repositories and channels adhering to all processing requirements.				
		Progress, risks & issues communicated and managed in appropriate agile ceremonies and formats.				
		Knowledge sharing and transfer throughout the statement of work via team activities and engagement				
End of Deliverables						
Charging Method(s):		The charging method for this work package is: (1) Fixed Price Invoiced monthly in milestones based on agreed Deliverables.				
Travel Expectations and Reimbursable Expenses:		All expenses must be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety. Expenses must be agreed and approved by the DfE Buyer prior to any travel being committed to. User research to be conducted remotely. Any visits to be discussed with the buyer and approved prior to travel. Expenses will not be paid for travel to the primary location stated in the 'Location Required'. <table><tr><td>Maximum Expenses</td><td>Not Applicable</td></tr></table>			Maximum Expenses	Not Applicable
Maximum Expenses	Not Applicable					
Overtime and on-call		There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.				

3.3 Supplier Response

Delivery and Resource Plan:	See “Call-off Schedule 4 (Call-Off Tender)” for delivery and resource plan.																				
Timing:	It is planned to start on 15/03/2024, subject to BPSS checks and onboarding. Sprint dates are as follows: <table><tr><td>Sprint</td><td>Start</td><td>End</td></tr><tr><td>1</td><td>15/03/2024</td><td>28/03/2023</td></tr><tr><td>2</td><td>02/04/2024</td><td>15/04/2024</td></tr><tr><td>3</td><td>16/04/2024</td><td>29/04/2024</td></tr><tr><td>4</td><td>30/04/2024</td><td>14/05/2024</td></tr><tr><td>5</td><td>15/05/2024</td><td>29/05/2024</td></tr></table>			Sprint	Start	End	1	15/03/2024	28/03/2023	2	02/04/2024	15/04/2024	3	16/04/2024	29/04/2024	4	30/04/2024	14/05/2024	5	15/05/2024	29/05/2024
Sprint	Start	End																			
1	15/03/2024	28/03/2023																			
2	02/04/2024	15/04/2024																			
3	16/04/2024	29/04/2024																			
4	30/04/2024	14/05/2024																			
5	15/05/2024	29/05/2024																			
Sub-Contractors/Third Party Suppliers being used for the delivery of this SoW:	Not Applicable																				
Table 1: SOW Service Charges Breakdown																					
Role	Seniority Level SFIA Level	Worker Engagement Route (Perm employee of the Supplier or non-perm employee)	Name of Worker* (requested only for the purposes of issuing a Status Determination Statement to each worker as appropriate)	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)															
User Researcher	SFIA 5	non-perm employee			35																
User Researcher	SFIA 3	Perm employee			35																
User Researcher	SFIA 3	Perm employee			29																
Service	SFIA 4	Perm employee			41.5																

Designer						
Delivery Manager	SFIA 5	Perm employee			31	
Business Analyst	SFIA 4	Perm employee			41.5	
Solution Architect	SFIA 5	Perm employee			25	
Architect	SFIA 2	Perm employee			32	
Solution Architect	SFIA 2	Perm employee			25	
Data Architect	SFIA 5	Perm employee			37.5	
			Expenses:			£0
			Total (ex VAT):			£199,687.50

Table 2: SOW Deliverable Charges Breakdown:

Deliverable	Total line Cost (ex VAT)
Deliverable 0 - User Research Recruitment Plan	£9,050.00
Deliverable 1 - User needs analysis	£36,087.50
Deliverable 2 - Non -working prototypes	£29,500.00
Deliverable 3 - Impact assessment	£54,500.00
Deliverable 4 - Data Assessment Report	£31,325.00
Deliverable 5 - Knowledge Transfer	£39,225.00
Expenses:	£0
Maximum SOW Value (ex VAT):	£199,687.50

Areas that are out of scope:	<i>The scope is limited to those deliverables set out in section 3.2. A</i>
<p>Status Determination Statement:</p> <p>*To comply with its obligations under the Off-Payroll Working Rules, the Department for Education will collect the names of the worker(s) to be provided under this SOW so that each worker, as appropriate, (and the Supplier), may be provided with the Status Determination Statement required under those rules.</p> <p>The Department for Education confirms that it will take reasonable care when making each determination and the Status Determination Statement will be provided to each worker, as appropriate, (and the Supplier) before a payment is made to the individual for services provided.</p> <p>Supplier workers who disagree with the determination must immediately inform in writing both the Supplier, and the Buyer (via the [REDACTED] mailbox), that they disagree with the determination made. DfE will review the determination, along with any supporting evidence provided by the worker, and a formal response will be provided to the Supplier, and the worker, within 45 calendar days of being notified.</p> <p>The Supplier confirms that it will comply with its obligations under the Off-Payroll Working rules and agrees to:</p> <ul style="list-style-type: none"> • Notify the Buyer in writing of any additional worker to be provided under this SOW at least 2 working days before the workers services commence and specifying whether they are either 'On Payroll' or 'Off Payroll' so that the Buyer may undertake the relevant assessment(s) and issue the Status Determination Statement to the Worker, as appropriate, (and the Supplier). • Provide evidence to the Buyer that the Supplier's workers (only where deemed "Inside IR35") are "On Payroll" where reasonably requested by the Buyer 	

3.4 Assumptions & Dependencies

3.4.1 The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

Assumptions:	Buyer:
	1. Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.
	2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or

	operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.
	3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.
	4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none"> • standards of encryption • mandatory enrolment of their device • agreement that no other organisation will have management capabilities over their device or data stored on the device • maintaining enrolled devices to an agreed minimum operating system level • adhering to password standards <p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p>
	5. All documentation and deliverables will be provided in an electronic form, unless otherwise expressly agreed by both parties in the SOW.
	Supplier:
	1.
	2.
	3.
	4.
	5.

Dependencies	Buyer:
	1. If the Supplier believes there are/may be barriers, including within the wider programme management, to the Supplier being able to deliver the deliverables as set out above by the milestone dates, the Supplier will Inform the Buyer in a timely manner and the parties will collaborate to resolve them.
	2. DfE will be informed of any planned annual leave or absences of the Suppliers' workers at the start of the SOW or at the earliest opportunity.
	3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW:
	Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)
	Supplier:
	1.
	2.
	3.
	4.
	5.

3.5 Key Contacts

3.5.1 The Parties agree that the Key Contacts in respect of this Project are detailed in the table below.

3.5.2 Table of Key Contacts:

Name	Role	Contact Details
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██████████	DfE Contract Manager	██████████
██████████	DfE Commercial Lead	██████████
██████████	DfE Policy Lead	██████████
██████████	Contract Manager	██████████
██████████	Account Manager	██████████

3.6 Call-Off Contract Charges

3.6.1 For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.

3.6.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge where:
Remainder of value under overall call-Off Contract Charge – overall

Call-Off Contract value – sum of total value of all SOWs invoiced;
and

- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.6.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services and will provide records to the Buyer for inspection on request.

3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

Performance Standard/Requirements	Description
All deliverables & outputs from this SoW must meet all requirements set out in the GDS Service Standards	<ul style="list-style-type: none"> • The Service Standard • Apply the Service Standard in DfE
All services delivered to be GDPR compliant and in line with departmental policies	<ul style="list-style-type: none"> • The GOV.UK Technology Code of Practice • The GOV.UK Service Manual • Guide to Data Protection ICO • Personal information charter - Department for Education - GOV.UK (www.gov.uk) • Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com) • Internal DfE guidance on GDPR
All services to be delivered in line with the Agile methodology	<ul style="list-style-type: none"> • GOV.UK Agile Delivery

All services to be delivered in line with the DfE technical standards	<ul style="list-style-type: none"> • DfE Technical Guidance • DfE Architecture • DfE Technology Stack & Technical Guidance
All services to meet the performance standards and expected skills of the roles set out in the DDaT Profession Capability Framework	<ul style="list-style-type: none"> • DDaT profession capability frameworks • Communities - Service Manual - GOV.UK (www.gov.uk)
All services to meet Accessibility standards	<ul style="list-style-type: none"> • Understanding accessibility requirements for public sector bodies • Understanding WCAG 2.1 • https://design.education.gov.uk/accessibility
All services to adhere to the government Design System and DfE standards (unless agreed otherwise with the Service Owner)	<ul style="list-style-type: none"> • GOV.UK Design System • User-centred design in DfE

3.8 Reporting and Communications

- 3.8.1 The Buyer and Supplier shall meet weekly to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the team of the Supplier and policy team of the Buyer. Any Commercial discussions shall include the DfE Commercial Lead and Contract Manager, who will be specified in section 3.5.
- 3.8.2 The content of the meeting will include, but not be limited to the below:
- Progress against each objective, highlighting any missed deliverables.
 - Any performance issues which need to be addressed.
 - Review of the exit plan & handover arrangements to ensure they remain fit for purpose.
- 3.8.3 One day prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.
- 3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

3.9 Variation

- 3.9.1 As stated in the call-off contract, the Buyer has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Buyer will mutually agree a variation within five calendar days.

3.10 Termination

- 3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of five working days in which all development work will cease.
- 3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

3.11 Handover and Exit Management

- 3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.
- 3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

3.12 Agreement of Statement of Works

- 3.12.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:		

3.13 Annex 1 – Data Processing

For the purposes of this statement of work, the following table will be amended to set out the processing activities under this statement of work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • full name • gender • email address • geographical location • video recordings • audio recording • job role
Duration of the Processing	Processing of data from user research will be required from SOW start date (15/03/2024) until the SOW end date (24/05/2024).
Nature and purposes of the Processing	<p>For the purpose of user research:</p> <p>Collection of personal data from user research participants including social workers, back office staff and senior, policy and operational CP-IS stakeholders within NHS England along with engagement of broader DfE stakeholders. This will be supported with ‘snowball sampling’, where research participants are asked to recommend other participants. There will also be engagement with Regional Improvement Support Leads, British Association of Social Workers, and use LA newsletters/social media callouts to broaden reach.</p> <p>Additionally, the DfE will work with external recruitment partners and existing DfE networks to identify potential research participants.</p> <p>Personal data will be obtained via video/audio recordings, transcripts and notes with identifiable information during interviews and workshops, and surveys using research tools (Microsoft Forms).</p> <p>Personal information of participants and prospective participants will be stored in a secure Google Drive or MS folder, accessible only to DfE employees and partners.</p> <p>To understand how to improve the social worker experience of CP-IS, engagement with Social Workers and LA Business Supports will be required to baseline their current experience, quantify the scale of the burdens, highlight similarities and differences in experiences across case management systems and seek suggestions to streamline information sharing and reduce burdens.</p> <p>To identify and suggest possible solutions to CP-IS, charting and collation analysis of secondary data from desk research, affinity</p>

	mapping from semi-structured interviews and workshops and content analysis for qualitative data and descriptive analysis for quantitative data gained through the survey will be conducted. Some personal data may be used to create shared understanding of the processes across LA systems and pain points experienced by LA users.
Type of Personal Data	<ul style="list-style-type: none"> • Full name • Gender • Email address • Telephone number • Geographical location • Video recordings • Audio recording • Job role
Categories of Data Subject	<ul style="list-style-type: none"> • Social Workers • LA back office staff (Business support) • NHS England Stakeholders • DfE stakeholders • Regional Improvement Support Leads
<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>DfE will retain all personal data from research (processed and unprocessed).</p> <p>Data will be destroyed manually by the DfE team as part of standard research data audits.</p> <p>The supplier should transfer all data to DfE, and destroy any remaining records at the end of the SOW (25/05/2024).</p> <p>For up to 2 years, DfE can lawfully keep personal data processed purely for research purposes indefinitely.</p>

Appendix 2 – Buyer’s Specific Security Requirements

1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement the other definitions in the Contract:

“BPSS” “Baseline Personnel Security Standard”	the Government’s HMG Baseline Personal Security Standard. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
“CCSC” “Certified Cyber Security Consultancy”	is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry, and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme
“Cyber Essentials” “Cyber Essentials Plus”	Cyber Essentials is the government backed industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme, the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body

<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Protection Officer”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Personal Data requiring Sensitive Processing”</p> <p>“Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Legislation</p>
<p>"Buyer's Data"</p> <p>"Buyer's Information"</p>	<p>is any data or information owned or retained to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images, or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical, or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Buyer; or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Data Controller;</p>
<p>“Departmental Security Requirements”</p>	<p>the Buyer's security policy or any standards, procedures, process, or specification for security that the Supplier is required to deliver.</p>
<p>“Digital Marketplace / G-Cloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>“End User Devices”</p>	<p>the personal computer or consumer devices that store or process information.</p>
<p>“Good Industry Standard”</p> <p>“Industry Good Standard”</p>	<p>the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>

<p>“GSC”</p> <p>“GSCP”</p>	<p>the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>“HMG”</p>	<p>Her Majesty’s Government</p>
<p>“ICT”</p>	<p>Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution</p>
<p>“ISO/IEC 27001” “ISO 27001”</p>	<p>is the International Standard for Information Security Management Systems Requirements</p>
<p>“ISO/IEC 27002” “ISO 27002”</p>	<p>is the International Standard describing the Code of Practice for Information Security Controls.</p>
<p>“ISO 22301”</p>	<p>is the International Standard describing for Business Continuity</p>
<p>“IT Security Health Check (ITSHC)”</p> <p>“IT Health Check (ITHC)”</p> <p>“Penetration Testing”</p>	<p>an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that ICT system.</p>
<p>“Need-to-Know”</p>	<p>the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.</p>
<p>“NCSC”</p>	<p>the National Cyber Security Centre (NCSC) is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk</p>
<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP).</p> <p>the term ‘OFFICIAL–SENSITIVE is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen, or published in the media, as described in the GSCP.</p>
<p>“RBAC”</p> <p>“Role Based Access Control”</p>	<p>Role Based Access Control, a method of restricting a person’s or process’ access to information</p>

	depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	an information storage system typically presenting block-based storage (i.e., disks or virtual disks) over a network interface rather than using physically connected storage.
"Secure Sanitisation"	<p>the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction-0</p>
"Security and Information Risk Advisor" "CCP SIRA" "SIRA"	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also:</p> <p>https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
"Senior Information Risk Owner" "SIRO"	the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arm's length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.
"SPF" "HMG Security Policy Framework"	<p>the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government's Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently, and securely.</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p>
"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 the Contract.
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Operative Provisions

- 1.1. The Supplier shall be aware of and comply with the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable these Departmental Security Requirements which include but are not constrained to the following paragraphs.
- 1.2. Where the Supplier will provide products or Services or otherwise handle information at OFFICIAL for the Buyer, the requirements of [Procurement Policy Note: Updates to the Cyber Essentials Scheme \(PDF\)](#) - [Action Note 09/23](#) dated September 2023, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved and will retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the Services supplied to, or on behalf of, the Buyer.
- 1.3. Where paragraph 1.2 above has not been met, the Supplier shall have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements). The ISO/IEC 27001 certification must have a scope relevant to the Services supplied to, or on behalf of, the Buyer. The scope of certification and the statement of applicability must be acceptable, following review, to the Buyer, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.4. The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing the Services and will handle all data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.5. Buyer's Data being handled while providing an ICT solution or service must be separated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required in line with paragraph 1.14. For information stored digitally, this must be at a minimum logically separated. Physical information (e.g., paper) must be physically separated.
- 1.6. The Supplier shall have in place and maintain physical security to premises and sensitive areas used in relation to the delivery of the products or Services, and that store or process Buyer's Data, in line with

ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g., door access), CCTV, alarm systems, etc.

1.6.1. Where remote working is allowed, the Supplier shall have an appropriate remote working policy in place for any Supplier staff that will have access to the Buyer's data and/or systems.

1.7. The Supplier shall have in place, implement, and maintain an appropriate user access control policy for all ICT systems to ensure only authorised personnel have access to Buyer's Data. This policy should include appropriate segregation of duties and if applicable role-based access controls (RBAC). User credentials that give access to Buyer's Data or systems shall be considered to be sensitive data and must be protected accordingly.

1.8. The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to:

1.8.1. physical security controls;

1.8.2. good industry standard policies and processes;

1.8.3. malware protection;

1.8.4. boundary access controls including firewalls, application gateways, etc;

1.8.5. maintenance and use of fully supported software packages in accordance with vendor recommendations;

1.8.6. use of secure device configuration and builds;

1.8.7. software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;

1.8.8. user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;

1.8.9. any services provided to the Buyer must capture audit logs for security events in an electronic format at the application, service and system level to meet the Buyer's logging and auditing requirements, plus logs shall be:

1.8.9.1. retained and protected from tampering for a minimum period of six months;

1.8.9.2. made available to the Buyer on request.

- 1.9. The Supplier shall ensure that any Buyer's Data (including email) transmitted over any public network (including the Internet, mobile networks, or unprotected enterprise network) or to a mobile device shall be encrypted when transmitted.
- 1.10. The Supplier shall ensure that any Buyer's Data which resides on a mobile, removable, or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.
- 1.11. The Supplier shall ensure that any device which is used to process Buyer's Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security> and <https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>.
- 1.12. Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer's Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

- 1.13. When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer's Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This paragraph shall apply equally regardless of whether the material is being carried inside or outside of company premises.

The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

- 1.14. In the event of termination of Contract due to expiry, as a result of an Insolvency Event or for breach by the Supplier, all information assets provided, created or resulting from provision of the Services shall not be considered as the Supplier's assets and must be returned to the Buyer and written assurance obtained from an appropriate officer of the Supplier that these assets regardless of location and format have been fully sanitised throughout the Supplier's organisation in line with paragraph 1.15.

- 1.15. In the event of termination, equipment failure or obsolescence, all Buyer's Data and Buyer's Information, in either hardcopy or electronic format, that is physically held or logically stored by the Supplier must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC-approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Supplier shall protect (and ensure that any sub-contractor protects) the Buyer's Information and Buyer's Data until such time, which may be long after termination or expiry of the Contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

- 1.16. Access by Supplier Staff to Buyer's Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Buyer. All Supplier Staff must complete this process before access to Buyer's Data is permitted. [Any Supplier Staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact].
- 1.17. All Supplier Staff who handle Buyer's Data shall have annual awareness training in protecting information.
- 1.18. Notwithstanding any other provisions as to business continuity and disaster recovery in the Contract, the Supplier shall, as a minimum, have in place robust business continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the Contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency, or crisis to the Services delivered. If an ISO 22301 certificate is not available, the supplier will provide evidence of the effectiveness of their ISO 22301 conformant business continuity arrangements and processes including IT disaster recovery plans and procedures. This must include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.19. Any suspected or actual breach of the confidentiality, integrity, or availability of Buyer's Data, including user credentials, used or handled while providing the Services shall be recorded as a Security Incident. This includes any non-compliance with the Departmental Security

Requirements and these provisions, or other security standards pertaining to the solution.

Security Incidents shall be reported to the Buyer immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery and followed up in writing. If Security Incident reporting has been delayed by more than 24 hours, the Supplier should provide an explanation about the delay. Regular updates on the Security Incident shall be provided to the Buyer in writing until the incident is resolved.

Security Incidents shall be reported through the Buyer's nominated system or service owner.

Security Incidents shall be investigated by the Supplier with outcomes being notified to the Buyer.

- 1.20. The Supplier shall ensure that any Supplier ICT systems and hosting environments that are used to handle, store or process Buyer's Data, including Supplier ICT connected to Supplier ICT systems used to handle, store or process Buyer's Data, shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. On request by the Buyer, the findings of the ITHC relevant to the Services being provided are to be shared with the Buyer in full without modification or redaction and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required, to be determined by the Buyer upon review of the ITHC findings.
- 1.21. The Supplier or sub-contractors providing the Services will provide the Buyer with full details of any actual or future intent to develop, manage, support, process, or store Buyer's Data outside of the UK mainland. The Supplier or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.22. The Buyer reserves the right to audit the Supplier or sub-contractors providing the Services annually, within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the Services being supplied and the Supplier's, and any sub-contractors', compliance with the paragraphs contained in this Schedule.
- 1.23. The Supplier and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the Buyer through the life of the contract. This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified

Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

- 1.24. Where the Supplier is delivering an ICT solution to the Buyer they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Buyer's Policy. The Supplier will provide the Buyer with evidence of compliance for the solutions and services to be delivered. The Buyer's expectation is that the Supplier shall provide written evidence of:
 - 1.24.1. implementation of the foundational set of cyber defence safeguards from the Center for Internet Security Critical Security Controls (CIS CSC v8).
 - 1.24.2. any existing security assurance for the Services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification issued by an organisation accredited by the United Kingdom Accreditation Service.
 - 1.24.3. any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.
 - 1.24.4. documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Supplier shall provide details of who the awarding body or organisation will be, and date expected.
 - 1.24.5. compliance with the principles of Secure by Design as described at [Secure by Design Principles - UK Government Security](#).

Additional information and evidence to that listed above may be required to ensure compliance with DfE security requirements as part of the DfE security assurance process. Where a request for evidence or information is made by the Buyer, the Supplier will acknowledge the request within 5 working days and either provide the information within that timeframe, or, if that is not possible, provide a date when the information will be provided to the Buyer. In any case, the Supplier must respond to information requests from the Buyer needed to support the security assurance process promptly and without undue delay.

- 1.25. The Supplier shall contractually enforce all these Departmental Security Requirements onto any third-party suppliers, sub-contractors or partners who will have access to the Buyer's Data in the course of providing the Services, before access to the data is provided or permitted.
- 1.26. The Supplier shall comply with the [NCSC's social media guidance: how to use social media safely](#) for any web and social media-based

communications. In addition, any Communications Plan deliverable must include a risk assessment relating to the use of web and social media channels for the programme, including controls and mitigations to be applied and how the NCSC social media guidance will be complied with. The Supplier shall implement the necessary controls and mitigations within the plan and regularly review and update the risk assessment throughout the contract period. The Buyer shall have the right to review the risks within the plan and approve the controls and mitigations to be implemented, including requiring the Supplier to implement any additional reasonable controls to ensure risks are managed within the Buyer's risk appetite.

- 1.27. Any Supplier ICT system used to handle, store, or process the Buyer's Data, including any Supplier ICT systems connected to systems that handle, store, or process the Buyer's Data, must have in place protective monitoring at a level that is commensurate with the security risks posed to those systems and the data held. The Supplier shall provide evidence to the Buyer upon request of the protective monitoring arrangements in place needed to assess compliance with this requirement.
- 1.28. Where the Supplier is using Artificial Intelligence (AI) and/or Machine Learning (ML) in the delivery of their service to the Buyer, this shall comply with the NCSC's [principles for the security of machine learning](#).

1 Joint Schedule 1 (Definitions) RM1043.8

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
 - 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
 - 1.3.13 where a standard, policy or document is referred to by reference of a hyperlink, if that hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Relevant Authority and the Parties shall update the reference to a replacement hyperlink;
 - 1.3.14 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

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

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

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

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

Term	Definition
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 if specified within the Buyer's acceptance testing procedure and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
Additional Insurances	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
Admin Fee	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliates	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
Annex	extra information which supports a Schedule;
Approval	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
Audit	the Relevant Authority's right to: <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;

	<ul style="list-style-type: none"> (c) verify the Open Book Data; (d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; (e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; (g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; (i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or (k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
Auditor	<ul style="list-style-type: none"> (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
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;
Authorised User	CCS' and Buyers' individual or group of individuals (including employees, consultants, contractors and agents) authorised by CCS and/or the Buyer to:

	<p>(a) access and use the Platform for the purposes set out in Framework Schedule 7 (Call-Off Award Procedure); and</p> <p>(b) the rights granted under (a) shall apply unless and until that authorisation is revoked by CCS or the Buyer;</p>
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 indicators, 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 Guidance	<p>guidance for Buyers on how to buy digital services using the Framework Contract, located at:</p> <p>https://www.gov.uk/guidance/digital-outcomes-and-specialists-buyers-guide ;</p>
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);
Buyer Registration Process	the process to be completed in accordance with Framework Schedule 7 (Call-Off Award Procedure) or as otherwise notified to the Buyer in writing by CCS, the completion of which shall result in a potential Buyer being registered as a "Buyer" within the Platform which will entitle the Buyer to undertake a Call-Off Procedure in accordance with Framework Schedule 7, as supported by the Platform;
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	<p>the latter of:</p> <p>(a) the scheduled date of the end of a Call-Off Contract as stated in the Order Form; or</p> <p>(b) the date of completion of the last Deliverable due under the last Statement of Work under the Call-Off Contract;</p>
Call-Off Incorporated Terms	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;

Call-Off Initial Period	the Initial Period of a Call-Off Contract specified in the Order Form;
Call-Off Optional Extension Period	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
Call-Off Procedure	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
Call-Off Special Terms	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
Call-Off Start Date	the date of start of a Call-Off Contract as stated in the Order Form;
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; and "Capped" shall be construed accordingly;
Capped Time and Materials	Time and Materials payable up to a specified Cap for delivery of the agreed scope of Deliverables;
CCS	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
CCS Authorised Representative	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (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	is: (a) a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; or (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporated or otherwise changes its legal form;
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 and, if applicable, each Statement of Work, 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	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, as the context requires;
Contract	either the Framework Contract or the Call-Off Contract, as the context requires;
Contract Period	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: (a) applicable Start Date; or (b) the Effective Date up to and including the applicable End Date;
Contract Value	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
Contract Year	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
Control	(a) control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010; or (b) any instance where the Supplier demerges into 2 or more firms, merges with another firm, incorporate or otherwise changes its legal form; and " Controlled " shall be construed accordingly;
Controller	has the meaning given to it in the UK GDPR;
Core Terms	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;

Costs	<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> <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <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; (b) 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; (c) 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 (d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> (i) Overhead; (ii) financing or similar costs; (iii) 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; (iv) taxation; (v) fines and penalties; (vi) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
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 UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
Data Protection Liability Cap	the amount specified in the Framework Award Form;
Data Protection Officer	has the meaning given to it in the UK GDPR;
Data Subject	has the meaning given to it in the UK GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Day Rate	the Pricing Mechanism where the Supplier will invoice the Buyer for Supplier Staff providing Deliverables (or one or more of the elements of the Deliverables) based on a rate for no more than 7.5 Work Hours performed by the Supplier's Staff;
Deductions	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
Default	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
Default Management Charge	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
Delay Payments	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
Deliverables	Goods and/or Services that may be ordered under the Contract including the Documentation;
Delivery	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " Deliver " and " Delivered " shall be construed accordingly;
Disclosing Party	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
Dispute	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a

	particular cause of action may successfully be brought in the English courts;
Dispute Resolution Procedure	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
Documentation	<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>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>(b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>(c) 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	<p>the earlier of:</p> <p>(a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or</p> <p>(b) if a Contract or Statement of Work is terminated before the date specified in (a) above, the date of termination of the Contract or Statement of Work (as the context dictates);</p>
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;
Equality and Human Rights Commission	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Estimated Year 1 Charges	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
Estimated Yearly Charges	for the purposes of calculating each Party's annual liability under clause 11.2 : (i) in the first Contract Year, the Estimated Year 1 Charges; or (ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or (iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
Exempt Buyer	a public sector purchaser that is: (a) eligible to use the Framework Contract; and (b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: (i) the Regulations; (ii) the Concession Contracts Regulations 2016 (SI 2016/273); (iii) the Utilities Contracts Regulations 2016 (SI 2016/274); (iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); (v) the Remedies Directive (2007/66/EC); (vi) Directive 2014/23/EU of the European Parliament and Council; (vii) Directive 2014/24/EU of the European Parliament and Council; (viii) Directive 2014/25/EU of the European Parliament and Council; or (ix) Directive 2009/81/EC of the European Parliament and Council;
Exempt Call-off Contract	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
Exempt Procurement Amendments	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
Expenses Policy	the Buyer's expenses policy as set out in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy);
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) and shall include, in the case of CCS, the website domain names www.crowncommercial.gov.uk and [Insert] regarding the Platform;

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 where Charges are agreed at a set amount in relation to all work to be done under a Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) including all materials and/or Milestones, no matter how much work is required to complete each Contract, Statement of Work, Deliverable(s) (or one or more element of the Deliverable(s)) within the agreed scope, and the total amount to be paid by the Buyer will not exceed the agreed fixed price;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: (a) riots, civil commotion, war or armed conflict; (b) acts of terrorism; (c) acts of government, local government or regulatory bodies; (d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Framework Award Form	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
Framework Contract	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
Framework Contract Period	the period from the Framework Start Date until the End Date of the Framework Contract;
Framework Expiry Date	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
Framework Incorporated Terms	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;

Framework Optional Extension Period	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
Framework Price(s)	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
Framework Special Terms	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
Framework Start Date	the date of start of the Framework Contract as stated in the Framework Award Form;
Framework Tender Response	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
Further Competition Procedure	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Goods	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
Good Industry Practice	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Government Data	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: (i) are supplied to the Supplier by or on behalf of the Authority; (ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; (iii) any Personal Data for which CCS or the Buyer is the Controller; or (iv) all Buyer Registration Process data submitted by Buyers into the Platform, including the full auditable history of any and all transactions and procedures conducted via the Platform;
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;
Hourly Rate	the Pricing Mechanism where the Supplier will invoice the Buyer for the work undertaken by Supplier Staff providing the Deliverables (or one or more of the elements of the Deliverables) under the Contract (and, if applicable, each SOW) based on the division of the applicable Supplier Staff Day Rate by no less than 7.5 being the applicable Work Day where the Supplier Staff grade is set out in Annex 1 of Framework Schedule 3 (Framework Prices);
ICT Policy	the Buyer's policy and any Platform policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
Impact Assessment	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> (a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; (b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
Implementation Plan	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
Incremental Fixed Price	the Price 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>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days; (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company, a LLP or a partnership: <ul style="list-style-type: none"> (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to

	<p>appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
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 and, if applicable, each SOW;
Intellectual Property Rights or IPR	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Invoicing Address	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
IPR Claim	any action, suit, claim, demand, Loss or other liability which the Relevant Authority or Central Government Body may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement or passing off) of any third party 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	<p>the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at:</p> <p>https://www.gov.uk/guidance/ir35-find-out-if-it-applies;</p>

Joint Controller Agreement	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (Processing Data);
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing;
Joint Control	where two or more Controllers agree jointly to determine the purposes and means of Processing Personal Data;
Key Staff	the individuals (if any) identified as such in the Order Form and any Statement of Work;
Key Sub-Contract	each Sub-Contract with a Key Subcontractor;
Key Subcontractor	<p>any Subcontractor:</p> <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <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 the Order Form;</p>
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
Law	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
Location	the place at or from which the Supplier's team will provide the Services under the Call-Off Contract and, if applicable, each SOW;
Losses	all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
Lots	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
Management Charge	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);

Management Information or MI	the management information specified in Framework Schedule 5 (Management Charges and Information);
Material KPIs	any Key Performance Indicators which are identified by the Buyer as having a material impact on the performance of the Call-Off Contract;
MI Default	when two (2) MI Reports are not provided in any rolling six (6) month period;
MI Failure	when an MI report: <ul style="list-style-type: none"> (a) contains any material errors or material omissions or a missing mandatory field; or (b) is submitted using an incorrect MI reporting Template; or (c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
MI Report	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
MI Reporting Template	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 or Statement of Work;
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Misconduct	has the meaning given to it in Paragraph 8.2 of Framework Schedule 7 (Call-Off Award Procedure);
Month	a calendar month and " Monthly " shall be interpreted accordingly;
National Insurance	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
New IPR	<ul style="list-style-type: none"> (a) 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 (b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; <p>but shall not include the Supplier's Existing IPR;</p>
Occasion of Tax Non-Compliance	<p>where:</p> <ul style="list-style-type: none"> (a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

	<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>(b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
Off-Payroll Worker	a worker (or contractor), not employed by the Supplier or any other organisation within the supply chain, that provides their services through their own private limited company or other type of intermediary which may include the worker's own personal service company, a partnership or an individual;
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>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>(b) 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) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</p> <p>(iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>(e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>

Option	the selection of an option by the Buyer which is incorporated into the Call-Off Contract and, if applicable, any Statement of Work, which the Supplier must comply with;
Optional Extension Period	is the Buyer's maximum optional extension period to the Call-Off Initial Period as set out in the Order Form;
Order	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, SOW 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 UK GDPR;
Personal Data Breach	has the meaning given to it in the UK GDPR;
Personnel	all directors, officers, employees, agents, consultants and suppliers of the Relevant Authority and/or of any subcontractor and/or Subprocessor (as detailed in Joint Schedule 11 (Processing Data)) engaged in the performance of its obligations under a Contract;
Platform	the platform, site or system operated on behalf of CCS which requires a potential Buyer to complete the Buyer Registration Procedure and specify its Authorised Users who may access and use the platform, site or system on behalf of the Buyer and use it to assist in selecting or shortlisting suppliers when undertaking a Call-Off Procedure in accordance with Framework Schedule 7, to Order Deliverables under a Contract;
Prescribed Person	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;

Pricing Mechanism	the pricing mechanisms are (a) Capped Time and Materials, (b) Incremental Fixed Prices, (c) Time and Materials, (d) Fixed Price, and (e) a combination of two or more of these as set out in Framework Schedule 3 (Framework Prices) and Framework Schedule 7 (Call-Off Award Procedure) and as may be refined in the Further Competition Procedure;
Processing	has the meaning given to it in the UK GDPR;
Processor	has the meaning given to it in the UK GDPR;
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>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;

Recall	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
Recipient Party	the Party which receives or obtains directly or indirectly Confidential Information;
Rectification Plan	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: (a) full details of the Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Default; and (c) the steps which the 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 10.3.1 to 10.3.4 (Rectification Plan Process);
Regulations	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
Reimbursable Expenses	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: (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
Relevant Authority	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
Relevant Authority's Confidential Information	(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); (b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and (c) information derived from any of the above;
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
Reminder Notice	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
Replacement Deliverables	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
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;
Retained EU Law	the category of UK Law created under Section 2 to 4 of the European Union (Withdrawal) Act 2018 at the end of the transition period following the repeal of the savings to the European Communities Act 1972;
Request for Information or RFI Tool	the functional tool within the Platform (or as otherwise described in Framework Schedule 7 (Call-Off Award Procedure) to be used by Buyers to seek clarification or additional information from one or more suppliers that will assist the Buyer in preparing its Statement of Requirement, planning and conducting its Call-Off Procedure, before undertaking a Call-Off Procedure in accordance with Framework Schedule 7 (Call-Off Award Procedure);
Satisfaction Certificate	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
Security Management Plan	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);

Security Policy	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Self Audit Certificate	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
Serious Fraud Office	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
Service Capability	the Service capabilities of the Supplier as set out in Framework Schedule 1 (Specification);
Service Levels	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels and Balanced Scorecard) 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 Provision	one or more service provisions set out in Paragraph 1.1 of Framework Schedule 1 (Specification);
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: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
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;
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;
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: <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 1 (Specification); (c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
Start Date	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form, and in the case of a Statement of Work, the date specified in that Statement of Work;
Statement of Requirements	a statement issued by the Buyer detailing its requirements and expected outcomes in respect of Deliverables issued in accordance with the Call-Off Procedure;
Statement of Work or (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);
Status Determination Statement or (SDS)	a statement that describes the determination reached by the Buyer/client on the employment status (i.e. IR35 status) of an Off-Payroll Worker for a particular Call-Off Contract or any element of work undertaken as part of any SOW, and the reasons for reaching that determination. The SDS must be passed to the worker and the person or organisation the client contracts with for the worker's services;
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;
Summary of Work	a short description or overview of the Buyer's Statement of Requirements;
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 obligation;
Supplier's Confidential Information	<p>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>(c) 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>(a) Achieve a Milestone by its Milestone Date;</p> <p>(b) provide the Goods and/or Services in accordance with the Service Levels; and/or</p> <p>(c) 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;
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 from their requirements as set out in a Call-Off Contract;
Test Plan	<p>a plan:</p> <p>(a) for the Testing of the Deliverables; and</p> <p>(b) setting out other agreed criteria related to the achievement of Milestones;</p>
Tests	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " Tested " and " Testing " shall be construed accordingly;
Third Party IPR	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
Time and Materials	a Pricing Mechanism whereby the Buyer agrees to pay the Supplier for the work performed by the Supplier Staff and for the material used in the project, no matter how much work is required to complete the project, based on no more than the pro rata division of the Day Rates by 7.5 to provide an Hourly Rate for the Supplier Staff who undertook the work and for the materials used in the project based on pre-agreed material disclosures and subject to time approval by the Buyer;
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:

	<p>(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</p> <p>(ii) Commercially Sensitive Information;</p>
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);
UK GDPR	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
User Terms	the terms of use applicable to all Buyer's Authorised Users who access and use the Platform which are available at: [Insert link] ;
Variation	any change to a Contract;
Variation Form	the form set out in Joint Schedule 2 (Variation Form);
Variation Procedure	the procedure set out in Clause 24 (Changing the contract);
VAT	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
VCSE	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Worker	<p>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;</p>
Worker Engagement Route	<p>the details of the labour supply chain through which the worker is engaged as Supplier Staff. For example, the worker could be:</p> <ul style="list-style-type: none"> (a) employed by the Supplier the Buyer contracts with, (b) employed by another organisation within the supply chain, e.g. an agency or umbrella company, (c) an off-payroll worker engaged via an intermediary e.g. the worker's own personal service company, or (d) an independent sole trader;
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	a minimum of 7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
Work Hours	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	The Department for Education ("the Buyer") And Solirius Ltd ("the Supplier")	
Contract name:	Improving social worker experience of the Child Protection Information Sharing service (CP-IS) ("the Contract")	
Contract reference number:	[insert contract reference number]	
Statement of Work (SOW) reference:	[insert SOW reference number and title (if applicable) or delete row]	
Cost Centre:	[insert cost centre/portfolio codes as appropriate]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Buyer/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation	[insert detail here or use Annex 1 below]	
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] • [reference Annex 1 as appropriate] 	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]
Timescale variation/s:	[insert changes to dates/milestones or delete row]	

- 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 the 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.

Signed by an authorised signatory for and on behalf of the Buyer.

Signature:

Date:

Name (in capitals):

Job Title:

Address:

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

Signature:

Date:

Name (in capitals):

Job Title:

Address:

Joint Schedule 3 (Insurance Requirements)

1 The insurance the Supplier needs 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 the Contract Period and 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 the Supplier is not 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 to be provided

- 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 Required amount of insurance

- 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.
- 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

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

Joint Schedule 4 (Commercially Sensitive Information)

1 What is the Commercially Sensitive Information?

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

No.: 1

Date: 12/03/2024

Item(s): Supplier's Rate Card

Duration of Confidentiality: 2 years

No.: 2

Date: 12/03/2024

Item(s): Supplier Named individuals and contact details

Duration of Confidentiality: Always

Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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 section 149 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 is 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 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 ensure 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;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 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
 - 5.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 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.

6 Sustainability

- 6.1 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which is online at:

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

Joint Schedule 6 (Key Subcontractors) – Not Applicable

Joint Schedule 7 (Financial Difficulties) - Not Applicable

Joint Schedule 8 (Guarantee) – Not Applicable

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear Schedule, Clause and Paragraph 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) RM1043.8

Definitions

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

Term	Definition
Processor Personnel	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

Status of the Controller

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
- (a) "Controller" in respect of the other Party who is "Processor";
 - (b) "Processor" in respect of the other Party who is "Controller";
 - (c) "Joint Controller" with the other Party;
 - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",
- in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

- 3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required

- the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information) of the Core Terms;
 - B. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (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.
- 7 Subject to Paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

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

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

- 24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 28 of this Joint Schedule 11.

Annex 1: Processing Personal Data

- 1 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: [REDACTED], [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED], [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">● full name● gender● email address● geographical location● video recordings● audio recording● job role
Duration of the Processing	Processing of data from user research will be required from SOW start date (15/03/2024) until the SOW end date (24/05/2024).
Nature and purposes of the Processing	<p>For the purpose of user research:</p> <p>Collection of personal data from user research participants including social workers, back office staff and senior, policy and operational CP-IS stakeholders within NHS England along with engagement of broader DfE stakeholders. This will be supported with 'snowball sampling', where research participants are asked to recommend other participants. There will also be engagement with Regional Improvement Support Leads, British Association of Social Workers, and use LA newsletters/social media callouts to broaden reach.</p> <p>Additionally, the DfE will work with external recruitment partners and existing DfE networks to identify potential research participants.</p> <p>Personal data will be obtained via video/audio recordings, transcripts and notes with identifiable information during interviews and workshops, and surveys using research tools (Microsoft Forms).</p> <p>Personal information of participants and prospective participants will</p>

	<p>be stored in a secure Google Drive or MS folder, accessible only to DfE employees and partners.</p> <p>To understand how to improve the social worker experience of CP-IS, engagement with Social Workers and LA Business Supports will be required to baseline their current experience, quantify the scale of the burdens, highlight similarities and differences in experiences across case management systems and seek suggestions to streamline information sharing and reduce burdens.</p> <p>To identify and suggest possible solutions to CP-IS, charting and collation analysis of secondary data from desk research, affinity mapping from semi-structured interviews and workshops and content analysis for qualitative data and descriptive analysis for quantitative data gained through the survey will be conducted. Some personal data may be used to create shared understanding of the processes across LA systems and pain points experienced by LA users.</p>
Type of Personal Data	<ul style="list-style-type: none"> • Full name • Gender • Email address • Telephone number • Geographical location • Video recordings • Audio recording • Job role
Categories of Data Subject	<ul style="list-style-type: none"> • Social Workers • LA back office staff (Business support) • NHS England Stakeholders • DfE stakeholders • Regional Improvement Support Leads
<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>DfE will retain all personal data from research (processed and unprocessed).</p> <p>Data will be destroyed manually by the DfE team as part of standard research data audits.</p> <p>The supplier should transfer all data to DfE, and destroy any remaining records at the end of the SOW (25/05/2024).</p> <p>For up to 2 years, DfE can lawfully keep personal data processed purely for research purposes indefinitely.</p>

Annex 2: Joint Controller Agreement

1 Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of Paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and Paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the **[Supplier/Relevant Authority]**:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's/Relevant Authority's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Law as against the relevant Party as Controller.

2 Undertakings of both Parties

- 2.1 The Supplier and the Relevant Authority each undertake that they shall:
- (a) report to the other Party every [x] months on:
 - (i) the volume of Data Subject Access Requests (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

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

3 Data Protection Breach

- 3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
- (a) the nature of the Personal Data Breach;
 - (b) the nature of Personal Data affected;
 - (c) the categories and number of Data Subjects concerned;
 - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
 - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
 - (f) describe the likely consequences of the Personal Data Breach.

4 Audit

- 4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
 - (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.
- 4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5 Impact Assessments

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

6 ICO Guidance

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

7 Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment

of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

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

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

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

- (a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

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

8 Termination

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

9 Sub-Processing

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

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

10 Data Retention

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

Call-Off Schedule 1 (Transparency Reports)

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

Title	Content	Format	Frequency
Performance management except for Commercially Sensitive Information	KPIs e.g., targets achieved.	.docx or .xlsx	Monthly
Call-Off Contract Charges except for Commercially Sensitive Information	Call Off Contract Value e.g. charges, invoices, spend.	.docx or .xlsx	Monthly
Technical except for Commercially Sensitive Information	Information relating to services provided (SoW deliverables met etc.)	.docx or .xlsx	Monthly

Call-Off Schedule 2 (Staff Transfer) [Optional]

1 Definitions

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

Term	Definition
Acquired Rights Directive	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
Employee Liability	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Former Supplier	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);

New Fair Deal	the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for Staff Pensions: Staff Transfer from Central Government" issued in October 2013 including: (i) any amendments to that document immediately prior to the Relevant Transfer Date; and (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
Old Fair Deal	HM Treasury Guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions" issued in June 1999 including the supplementary guidance "Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;
Partial Termination	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;

Staffing Information	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Term	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
Transferring Buyer Employees	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;

Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.
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2 Interpretation

- 2.1 Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.
- 2.2 The provisions of Paragraphs 2.1 and 2.6 of Part A, Paragraph 3.1 of Part B, Paragraphs 1.5, 1.7 and 1.9 of Part C, Part D and Paragraphs 1.4, 2.3 and 2.8 of Part E of this Schedule (together "Third Party Provisions") confer benefits on third parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Party Beneficiaries by virtue of the CRTPA.
- 2.3 Subject to Paragraph 2.2 above, a person who is not a Party to this Call-Off Contract has no right under the CRTPA to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 2.4 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Buyer, which may, if given, be given on and subject to such terms as the Buyer may determine.
- 2.5 Any amendments or modifications to this Call-Off Contract may be made, and any rights created under Paragraph 2.2 above may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

3 Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- Part C (No Staff Transfer on the Start Date)
- ○ Part D (Pensions)
 - Annex D1 (CSPS)
- Part E (Staff Transfer on Exit)

Part C: No Staff Transfer on the Start Date

1 What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 If any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
 - 1.2.1 the Supplier shall, and shall procure that the relevant Subcontractor shall, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing and, where required by the Buyer, notify the Former Supplier in writing; and
 - 1.2.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification from the Supplier or the Subcontractor (as appropriate) or take such other reasonable steps as the Buyer or Former Supplier (as the case may be) it considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Buyer and/or the Former Supplier), the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the 15 Working Day period referred to in Paragraph 1.2.2:
 - 1.4.1 no such offer of employment has been made;
 - 1.4.2 such offer has been made but not accepted; or
 - 1.4.3 the situation has not otherwise been resolved;the Supplier may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 1.5 Subject to the Supplier and/or the relevant Subcontractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.8 the Buyer shall:
 - 1.5.1 indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities; and
 - 1.5.2 procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

- 1.6 If any such person as is described in Paragraph 1.2 is neither re employed by the Buyer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Subcontractor within the 15 Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Subcontractor (as appropriate) and the Supplier shall, or shall procure that the Subcontractor shall, comply with such obligations as may be imposed upon it under Law.
- 1.7 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.6, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Subcontractor and the Supplier shall indemnify the Buyer and any Former Supplier, and shall procure that the Subcontractor shall indemnify the Buyer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.
- 1.8 The indemnities in Paragraph 1.5:
- 1.8.1 shall not apply to:
- (a) any claim for:
 - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
 - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,in any case in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
 - (b) any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and
- 1.8.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.
- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2 Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1 Definitions

In this Part D and Part E, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes to this Part D:

Term	Definition
Actuary	a Fellow of the Institute and Faculty of Actuaries;
Admission Agreement	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement (as defined in Annex D3: LGPS), as the context requires;
Best Value Direction	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
Broadly Comparable	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
CSPA	the schemes as defined in Annex D1 to this Part D;
Direction Letter/Determination	has the meaning in Annex D2 to this Part D;
Fair Deal Eligible Employees	each of the CSPA Eligible Employees, the NHSPA Eligible Employees and/or the LGPS Eligible Employees (as applicable) (and shall include any such employee who has been admitted to and/or remains eligible to join a Broadly Comparable pension scheme at the relevant time in accordance with paragraph 10 or 11 of this Part D);

Fair Deal Employees	<p>any of:</p> <p>(a) Transferring Buyer Employees;</p> <p>(b) Transferring Former Supplier Employees;</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.5 of Parts A or B or Paragraph 1.4 of Part C;</p> <p>(d) where the Supplier or a Subcontractor was the Former Supplier, the employees of the Supplier (or Subcontractor);</p> <p>who at the Relevant Transfer Date are or become entitled to New Fair Deal or Best Value Direction protection in respect of any of the Statutory Schemes or a Broadly Comparable pension scheme provided in accordance with paragraph 10 of this Part D as notified by the Buyer;</p>
Fund Actuary	a Fund Actuary as defined in Annex D3 to this Part D;
LGPS	the scheme as defined in Annex D3 to this Part D;
NHSPS	the schemes as defined in Annex D2 to this Part D;
Statutory Schemes	means the CSPA, NHSPS or LGPS.

2 Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter/ Determination, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter/ Determination or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
- 2.3.2 subject to paragraph 5 of Annex D3: LGPS to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.
- 2.4 Where the Supplier is the Former Supplier (or a Subcontractor is a Subcontractor of the Former Supplier) and there is no Relevant Transfer of the Fair Deal Employees

because they remain continuously employed by the Supplier (or Subcontractor) at the Start Date, this Part D and its Annexes shall be modified accordingly so that the Supplier (or Subcontractor) shall comply with its requirements from the Start Date or, where it previously provided a Broadly Comparable pension scheme, from the date it is able to close accrual of its Broadly Comparable pension scheme (following appropriate consultation and contractual changes as appropriate) if later. The Supplier (or Sub- contractor) shall make arrangements for a bulk transfer from its Broadly Comparable pension scheme to the relevant Statutory Scheme in accordance with the requirements of the previous contract with the Buyer [**Footnote:** [We recommend that you seek specific legal advice on this clause].]

3 Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed);
- 3.1.3 retain such records as would be necessary to manage the pension aspects in relation to any current or former Fair Deal Eligible Employees arising on expiry or termination of the relevant Contract.

4 Indemnities the Supplier must give

- 4.1 The Supplier shall indemnify and keep indemnified CCS, [NHS Pensions], the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever suffered or incurred by it or them which:
 - 4.1.1 arise out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter/Determination and/or the LGPS Admission Agreement;
 - 4.1.2 relate to the payment of benefits under and/or participation in a pension scheme (as defined in section 150(1) Finance Act 2004) provided by the Supplier or a Subcontractor on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract, including the Statutory Schemes or any Broadly Comparable pension scheme provided in accordance with paragraphs 10 or 11 of this Part D;
 - 4.1.3 relate to claims by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

Subcontractor:

- (a) relate to any rights to benefits under a pension scheme (as defined in section 150(1) Finance Act 2004) in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the relevant Contract; or
- (b) arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of the relevant Contract; and/or

- 4.1.4 arise out of or in connection with the Supplier (or its Subcontractor) allowing anyone who is not an NHSPS Fair Deal Employee to join or claim membership of the NHSPS at any time during the Term.

4.2 The indemnities in this Part D and its Annexes:

- 4.2.1 shall survive termination of the relevant Contract; and
- 4.2.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5 What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to any dispute (i) between the CCS and/or the Buyer and/or the Supplier or (ii) between their respective actuaries and/or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:

- 5.1.1 who will act as an expert and not as an arbitrator;
- 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
- 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

The independent Actuary shall be agreed by the Parties or, failing such agreement the independent Actuary shall be appointed by the President for the time being of the Institute and Faculty of Actuaries on the application by the Parties.

6 Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

7 What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
 - 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8 Transferring Fair Deal Employees

- 8.1 Save on expiry or termination of the relevant Contract, if the employment of any Fair Deal Eligible Employee transfers to another employer (by way of a transfer under the Employment Regulations or other form of compulsory transfer of employment) the Supplier shall or shall procure that any relevant Sub-contractor shall:

- 8.1.1 notify the Buyer as far as reasonably practicable in advance of the transfer to allow the Buyer to make the necessary arrangements for participation with the relevant Statutory Scheme(s);
- 8.1.2 consult with about, and inform those Fair Deal Eligible Employees of the pension provisions relating to that transfer; and
- 8.1.3 procure that the employer to which the Fair Deal Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Eligible Employees so transferred to the New Employer.

9 What happens to pensions if this Contract ends

- 9.1 The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of the relevant Contract.
- 9.2 The Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract provide all such co-operation and assistance (including co-operation and assistance from the Broadly Comparable pension scheme's Actuary) as the Replacement Supplier and/or NHS Pension and/or CSPA and/or the relevant Administering Buyer and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection following a Service Transfer.

10 Broadly Comparable Pension Schemes on the Relevant Transfer Date

- 10.1 If the terms of any of paragraphs 4 of Annex D2: NHSPS or 3.1 of Annex D3: LGPS applies, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 10.2 Such Broadly Comparable pension scheme must be:
 - 10.2.1 established by the Relevant Transfer Date [**Footnote:** [We recommend that you seek specific legal advice on this clause].]
 - 10.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 10.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme or from a Former Supplier's Broadly Comparable pension scheme (unless otherwise instructed by the Buyer);
 - 10.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 10.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 10.3 Where the Supplier has set up a Broadly Comparable pension scheme pursuant to the provisions of this Paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall):

- 10.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the Relevant Transfer Date) covering all relevant Fair Deal Employees, as soon as it is able to do so before the Relevant Transfer Date (where possible) and in any event no later than seven (7) days after receipt of the certificate;
- 10.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
- 10.3.3 instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing bulk transfer process with the Actuary to the Former Supplier's Broadly Comparable pension scheme or the Actuary to the relevant Statutory Scheme (as appropriate) and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). This will be with a view to the bulk transfer terms providing day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme in respect of any Fair Deal Eligible Employee who consents to such a transfer
[Footnote: [We recommend that you seek specific legal advice on this clause].] ; and
- 10.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 10 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 10.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 10, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract:
 - 10.4.1 allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be on a past service reserve basis which should be calculated allowing for projected final salary at the assumed date of retirement, leaving service or death (in the case of final salary benefits). The actuarial basis for this past service reserve basis should be aligned to the funding requirements of the Broadly Comparable pension scheme in place at the time the bulk transfer terms are offered. The bulk transfer terms shall be subject to an underpin in relation to any service credits awarded in the Broadly Comparable pension scheme in accordance with paragraph 10.3.3 such that the element of the past service reserve amount which relates to such service credits shall be no lower than that required by the bulk transfer terms that were agreed in accordance with paragraph 10.3.3 but using the last day of the Fair Deal Eligible Employees' employment with the Supplier or Subcontractor (as appropriate) as the date used to determine the actuarial assumptions; and
 - 10.4.2 if the transfer payment paid by the trustees of the Broadly Comparable pension scheme is less (in the opinion of the Actuary to the Replacement Supplier's Broadly Comparable pension scheme (or to the relevant Statutory Scheme if applicable))

than the transfer payment which would have been paid had paragraph 10.4.1 been complied with, the Supplier shall (or shall procure that the Subcontractor shall) pay the amount of the difference to the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) or as the Buyer shall otherwise direct. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the difference as required under this paragraph.

11 Broadly Comparable Pension Scheme in Other Circumstances

- 11.1 If the terms of any of paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and/or 3.2 of Annex D3: LGPS apply, the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the cessation of participation in the Statutory Scheme, until the day before the Service Transfer Date, the relevant Fair Deal Eligible Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme at the date of cessation of participation in the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.
- 11.2 Such Broadly Comparable pension scheme must be:
 - 11.2.1 established by the date of cessation of participation in the Statutory Scheme
[Footnote: [We recommend that you seek specific legal advice on this clause].];
 - 11.2.2 a registered pension scheme for the purposes of Part 4 of the Finance Act 2004;
 - 11.2.3 capable of receiving a bulk transfer payment from the relevant Statutory Scheme (where instructed to do so by the Buyer);
 - 11.2.4 capable of paying a bulk transfer payment to the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (unless otherwise instructed by the Buyer); and
 - 11.2.5 maintained until such bulk transfer payments have been received or paid (unless otherwise instructed by the Buyer).
- 11.3 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall):
 - 11.3.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability (which remains valid as at the date of cessation of participation in the Statutory Scheme) covering all relevant Fair Deal Eligible Employees, as soon as it is able to do so before the cessation of participation in the Statutory Scheme (where possible) and in any event no later than seven (7) days after receipt of the certificate;
 - 11.3.2 be fully responsible for all costs, contributions, payments and other amounts relating to the setting up, certification of, ongoing participation in and/or withdrawal and exit from the Broadly Comparable pension scheme, including for the avoidance of doubt any debts arising under section 75 or 75A of the Pensions Act 1995;
 - 11.3.3 where required to do so by the Buyer, instruct any such Broadly Comparable pension scheme's Actuary to provide all such co-operation and assistance in agreeing a bulk transfer process with the Actuary to the relevant Statutory Scheme and to provide all such co-operation and assistance with any other Actuary appointed by the Buyer (where applicable). The Supplier must ensure that day for day and/or pound for pound (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) credits in the Broadly Comparable pension scheme are provided in respect of any Fair Deal Employee who consents to such a transfer from

the Statutory Scheme and the Supplier shall be fully responsible for any costs of providing those credits in excess of the bulk transfer payment received by the Broadly Comparable pension scheme [**Footnote:** [We recommend that you seek specific legal advice on this clause].]; and

- 11.3.4 provide a replacement Broadly Comparable pension scheme in accordance with this paragraph 11 with immediate effect for those Fair Deal Eligible Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is closed to future accrual and/or terminated. The relevant Fair Deal Eligible Employees must be given the option to transfer their accrued benefits from the previous Broadly Comparable pension scheme to the new Broadly Comparable pension scheme on day for day and/or pound for pound terms (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes).
- 11.4 Where the Supplier has provided a Broadly Comparable pension scheme pursuant to the provisions of this paragraph 11, the Supplier shall (and shall procure that any of its Subcontractors shall) prior to the termination of the relevant Contract allow and make all necessary arrangements to effect, in respect of any Fair Deal Eligible Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). The bulk transfer terms provided shall be sufficient to secure day for day and/or pound for pound credits (as applicable) (or actuarially equivalent where there are benefit differences between the two schemes) in the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable). For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) to fund the required credits ("**the Shortfall**"), the Supplier or the Subcontractor (as agreed between them) must pay the Replacement Supplier's Broadly Comparable pension scheme (or relevant Statutory Scheme if applicable) the Shortfall as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier. The Supplier shall indemnify the Buyer or the Replacement Supplier's Broadly Comparable pension scheme (or the relevant Statutory Scheme if applicable) (as the Buyer directs) for any failure to pay the Shortfall under this paragraph.

12 Right of Set-off

- 12.1 The Buyer shall have a right to set off against any payments due to the Supplier under the relevant Contract an amount equal to:
- 12.1.1 any unpaid employer's contributions or employee's contributions or any other financial obligations under the CSPA or any CSPA Admission Agreement in respect of the CSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee;
- 12.1.2 any unpaid employer's contributions or employee's contributions or any other financial obligations under the NHSPA or any Direction Letter/Determination in respect of the NHSPA Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; or
- 12.1.3 any unpaid employer's contributions or employee's contributions or any other financial obligations under the LGPS or any LGPS Admission Agreement in respect

of the LGPS Eligible Employees whether due from the Supplier or from any relevant Subcontractor or due from any third party under any indemnity, bond or guarantee; and shall pay such set off amount to the relevant Statutory Scheme.

- 12.2 The Buyer shall also have a right to set off against any payments due to the Supplier under the relevant Contract all reasonable costs and expenses incurred by the Buyer as result of Paragraphs 12.1 above.

Annex D1:

Civil Service Pensions Schemes (CSPS)

1 Definitions

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

Term	Definition
CSPS Admission Agreement	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
CSPS Eligible Employee	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
CSPS Fair Deal Employee	a Fair Deal Employee who at the Relevant Transfer Date is or becomes entitled to protection in respect of the CSPS in accordance with the provisions of New Fair Deal;
CSPS	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2 Access to equivalent pension schemes after transfer

- 2.1 In accordance with New Fair Deal, the Supplier and/or any of its Subcontractors to which the employment of any CSPS Fair Deal Employee compulsorily transfers as a result of either the award of the relevant Contract or a Relevant Transfer, if not an employer which participates automatically in the CSPS, shall each secure a CSPS Admission Agreement to ensure that CSPS Fair Deal Employees or CSPS Eligible Employees as appropriate shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date. The Supplier and/or any of its Subcontractors shall procure that the CSPS Fair Deal Employees continue to accrue benefits in the CSPS in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 If the Supplier and/or any of its Subcontractors enters into a CSPS Admission Agreement in accordance with paragraph 2.1 but the CSPS Admission Agreement is terminated during the term of the relevant Contract for any reason at a time when the Supplier or Subcontractor still employs any CSPS Eligible Employees, the Supplier shall (and procure that its Subcontractors shall) at no extra cost to the Buyer, offer the

remaining CSPA Eligible Employees membership of a pension scheme which is Broadly Comparable to the CSPA on the date those CSPA Eligible Employees ceased to participate in the CSPA in accordance with the provisions of paragraph 11 of Part D.

Schemes other than LGPS, CSPA & NHSPA]

Part E: Staff Transfer on Exit

1 Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.
- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):
 - 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces
 - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
 - 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;

- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
 - 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2 Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of

the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.

- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:
 - 2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
 - 2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;
 - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
 - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
 - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Buyer and/or Replacement Supplier and/or any Replacement Subcontractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- 2.3.5 a failure of the Supplier or any Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
- 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Subcontractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor may be liable by virtue of the relevant Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Subcontractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Buyer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Subcontractor whether occurring or having its origin before, on or after the Service Transfer Date including any Employee Liabilities:
 - 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Subcontractor to occur in the period on or after the Service Transfer Date); or
 - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.

- 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
- 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer has been made:
- 2.7.2 such offer has been made but not accepted; or
- 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or
- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and
- 2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date.
- 2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.
- 2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance

contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

- (a) the Supplier and/or any Subcontractor; and
- (b) the Replacement Supplier and/or the Replacement Subcontractor.

- 2.12 The Supplier shall, and shall procure that each Subcontractor shall, promptly provide the Buyer and any Replacement Supplier and/or Replacement Subcontractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor, shall promptly provide to the Supplier and each Subcontractor in writing such information as is necessary to enable the Supplier and each Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.
- 2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:
- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
 - 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:
 - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
 - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;
 - 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
 - 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
 - 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier

Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;

- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
 - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1 Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2 Supplier's Obligations

- 2.1 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.
- 2.2 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.
- 2.3 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:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
- 2.3.2 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);
- 2.3.3 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
- 2.3.4 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

- 2.7 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.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 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.
- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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 4 (Call-Off Tender)

1. Supplier's Written Response

Written Proposal	
Technical criteria	Technical criteria
<p>Question 1 (20%)</p>	<p>Set out how you would resource this project with the necessary expertise and experience of working in children's social care and/or health projects, including knowledge of CP-IS, health systems, LA systems, safeguarding policy and practice and child protection referrals. Please provide a comprehensive resourcing plan that outlines your approach to assembling teams. Within your plan, please ensure that you describe your approach to blended teams and address the following:</p> <ul style="list-style-type: none"> • The specific resources currently available to be deployed during this contract period with evidence of their suitability for the roles. • How you will scale up and down at pace, flexing resource to manage demand and address shortages or lack of availability of suitable resources during the contract period. • How you will ensure that all resources to be used on this contract have the necessary expertise and experience in the listed areas. • How you will remedy any deficiencies that you or the Buyer identifies in the skills, capability and/or delivery performance of deployed resources. • How you will ensure ways of working are aligned with the Buyer's. <p>(5000 character limit)</p>
<p>Our resourcing approach is to deploy on-payroll staff and associates with expertise and experience in working with DfE, NHS and LAs. We will assemble a team of user-centred and technical specialists to deliver user research to baseline the CP-IS experience and a technical discovery to assess data and systems architecture to be able to make improvement recommendations. They will work closely together with the three DfE policy specialists in a blended team.</p> <p>We are very experienced with blended team working and currently do so in our contracts with the DfE Data Directorate and the ESFA. We employ a 'One Team' philosophy where we make the team goals our own goals and use collaborative and supportive ways of working to ensure everyone succeeds, regardless of their organisation.</p> <p>The specific resources currently available to be deployed during this contract period with evidence of their suitability for the roles</p>	

To meet the needs of this contract, we believe we will need the following team of specialists, who we will source from our 400+ full-time and 1500+ trusted associate network.

Role	Number of consultants to be deployed	Pen picture
User Researcher	3	Louise Morales Brown 10+ years experience leading user experience research across government, including working with DfE on CSC, interacting with safeguarding and child protection referrals.
Service Designer	1	Linda Souto-Maior 15+ years experience within government service design working to GOV.UK Service Standards for DfE, HMCTS and MoJ.
Business Analyst	1	Paul Creasey 20+ years experience and currently working with DfE Children's Social Care and LA systems, with knowledge of CP-IS.
Solutions Architect	1	Andy Summers 25+ years experience in architecture and health systems, working most recently with DHSC, NIHR and HRA (Health Research Agency).
Junior Architect	2	Jamie Smith Data catalogue, data and technical design for HMCTS.
Data Architect	1	Matt Jenkins 25+ years data engineering and architecture experience including Defra, DIT and HMCTS.
Delivery Manager	1	Tom Shimali 10+ years experience within Agile Delivery and government working to GOV.UK Service Standards for DfE MaPs and MoD.

Scaling up and down at pace, flexing resource to manage demand and address shortages or lack of availability of suitable resources during the contract period

We have successfully deployed over 100 resources to the DfE, 100% of which were provided within SLA. The Solirius Scalable Teams (SST) approach allows us to scale our team up and down quickly

and is woven into account management, resourcing and operational processes. It allows us to respond to service requests within 48 hours and land consultants in less than 5 days.

We will assign an Account Lead, who will work with our Practice Leads and dedicated resourcing team to create a specific pool of consultants with the right skills, experience and cultural fit for this assignment.

Ensuring suitably qualified, experienced and SFIA aligned deployed resources

We will deploy specialists from our User-Centred Design, Business Consulting and Technology Consulting practices. Aligned to the different DDaT capability areas, each practice serves as a 'home' for consultants with similar skill sets and creates a community for sharing best-practice, keeping up to date with the latest methods, setting standards and supporting consultants on client assignments.

Each practice is responsible for hiring both high-quality permanent employees and contract consultants who meet the necessary qualifications and experience criteria for their respective roles.

We have already created a pool of suitably qualified and skilled consultants with DfE, NHS and LA experience for this assignment.

Remedy of any deficiencies in the skills, capability and/or delivery performance of resources

Our Account Lead is supported by the Delivery Manager who will escalate risks/issues for investigation and implementation of a mitigation plan using senior consultants (Sree Roy Chowdhury and Rodrigo Correa, both senior UX consultants with DfE experience) to provide training, mentoring and support.

If resource change is required, we will clearly define and agree the role for the incoming consultant and use our Scalable Teams approach to identify a replacement consultant, who will be transitioned into the team at our cost.

Ensuring alignment of ways of working with the Buyer

Over the last four years of working with the DfE on our ESFA and Data Directorate contracts we have built a strong understanding of your ways of working and aligned our ways of working to your approach. We have 100 consultants with DfE experience (working in blended teams) and developed DfE focused onboarding packs, an orientation session and working guidance for each new joiner.

We also understand the DfE governance processes and standards of working, in particular the Government Service Standard, Technology Code of Practice and have recently met the Service Standard during an internal Beta assessment of the AODC, part of the Learner Records Service.

Technical criteria	Technical criteria
Question 2 (20%)	Set out your approach on how you will conduct your user research, including engagement and recruitment strategy, using the right people with the relevant expertise and experience in health and children's social care. Set out how you will use that information gathered to

	<p>identify and suggest possible solutions to CP-IS. Specifically, 'what can be done to improve the social worker experience of using CP-IS'.</p> <p>Please ensure you set out within your response how you will:</p> <ul style="list-style-type: none"> • Deliver reliable and rigorous user research, incorporating the appropriate methods. • Describe how you will help teams to adopt a wide range of analysis and synthesis techniques. • Describe how you will help teams and/or stakeholders to analyse the data from research to make user-centred decisions. • Describe how you will achieve or identify opportunities to add value and provide cost effective UCD solutions for the Buyer throughout the lifetime of the contract. <p>(5000 character limit)</p>
<p>The primary focus of our research will be on end-users (e.g. social workers and back office staff), but we will also engage senior, policy and operational stakeholders for subject matter expertise and will conduct technical architecture and data quality/standards research with relevant stakeholders to inform the feasibility and viability of solutions.</p> <p>Recruitment and engagement for research activities will leverage existing DfE relationships with social worker, LA and NHS stakeholders, along with engagement of broader DfE stakeholders. This will be supported with 'snowball sampling', where research participants are asked to recommend other participants. We will also engage with Regional Improvement Support Leads, British Association of Social Workers, and use LA newsletters/social media callouts to broaden our reach.</p> <p>Delivering reliable and rigorous user research To understand how to improve the social worker experience of CP-IS, we will engage with Social Workers and LA Business Supports to baseline their current experience, quantify the scale of the burdens, highlight similarities and differences in experiences across case management systems and seek suggestions to streamline information sharing and reduce burdens.</p> <p>We will use the following methods:</p> <p>Desk research: Conduct a scoping review of previous research to identify areas of validation and exploration with Social Workers and LA business support.</p> <p>10 Semi-structured interviews with Social Workers: Recorded interviews via Microsoft Teams to understand current CPI-IS experiences, including challenges and needs.</p> <p>5-8 Workshops with LA business support staff: Mapping existing system usage to understand their data cleansing and updating journey, the challenges they face and how this might sit alongside the journey of Social Workers.</p> <p>Survey: Created on Microsoft Forms and distributed to add weight to existing qualitative findings and quantitatively measure the scale of burdens.</p>	

Subject Matter Expert (SME) interviews: Subject matter experts (policy, operational and technical from DfE, NHS, LAs and their CMS partners) will be consulted for their expertise in health, children's social care or the CMS/CP-IS technology.

Helping teams adopt a wide range of analysis and synthesis techniques

By integrating with the three DfE policy team members into a blended Delivery Team and forming a Co-Design Group of Policy and SME colleagues who will input / steer decision making, we will pair with civil servants on business analysis and user research activities such as 1:1 interviews, task analysis, user shadowing, process mapping and data analysis, enabling learning through participation and supporting DfE ownership of knowledge.

We also run workshops to synthesise insights using our tried-and-tested visual templates and materials. DfE teams will participate in these workshops to both learn and take ownership of the insights. Naturally we will share our templates and provide additional coaching (if required) throughout the engagement.

Helping stakeholders analyse the data from research to make user-centred decisions

To identify and suggest possible solutions to CP-IS, we plan to use charting and collation analysis of secondary data from the desk research, affinity mapping for the semi-structured interviews and workshops, and finally content analysis for qualitative data and descriptive analysis for quantitative data gained from the survey.

Stakeholders will be able to pair and workshop on the analysis as part of the Co-Design Group engagement and through this we will triangulate themes to develop personas, user journey maps and storyboards as visual tools to show the needs and pain points experienced by LA users.

Quantitative insights gained from the survey and interviews will be overlaid onto the visuals, providing evidence of impact to support the cost benefits analysis within the decision-making process.

Using these insights, we will run a 'how might we...' workshop with the Co-Design Group to ideate potential solutions to the question 'how might we improve the social worker experience of using CP-IS?'.

Adding value and providing cost effective UCD solutions for the Buyer throughout the lifetime of the contract

To maximise value and provide high-quality deliverables we will use our Accelerated Discovery approach to rapidly onboard, gain context, conduct research activities and deliver analysis/synthesis insights. This ensures we maximise the time available to gain broad coverage of users and stakeholders enabling rigorous and inclusive research.

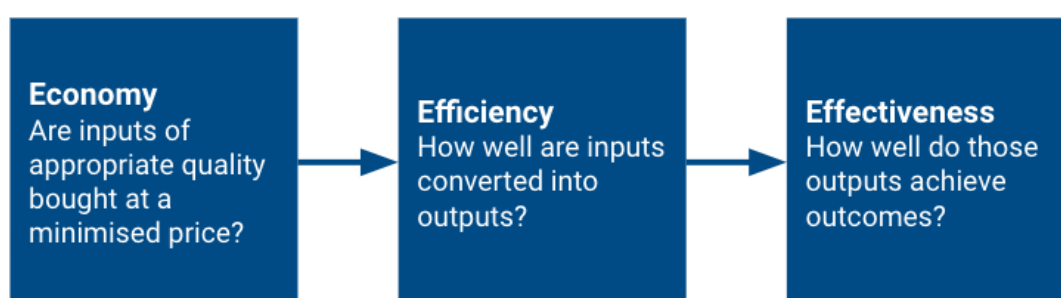
We will also deploy a small team of 'T-shaped consultants' with transferable skills, allowing them to pick up tasks outside those normally expected from a role (e.g. user researchers undertaking business analysis). This ensures a lower run cost and better collaboration, without the inefficiency associated with onboarding / offboarding 'single skill' consultants for relevant activities.

Technical criteria	Technical criteria
Question 3 (20%)	<p>Set out your approach on how you would bring value for money through the lifecycle of the project and how you would develop innovative solutions to meet the end user needs.</p> <p>Specifically, please demonstrate how you might determine where cost efficiencies could be achieved in any solutions for:</p>

- Health technical systems
- LA CSC technical systems
- Health workforce capability and capacity
- Children's Social Care workforce

(5000 character limit)

To ensure we deliver maximum value for money, we use an approach based on the GOV.UK VFM Framework. Its three drivers and the process for identifying and measuring improvements is woven into our account and delivery management processes.



Economy: We will provide a delivery team sufficient in size and capability to deliver the project outcomes, but also sufficiently lean to maximise value for money. To minimise buyer risk, if additional resources are required during the engagement to meet project outcomes, it will be at our cost.

If required during the project, access will be provided to the Solirius network of technical, user-centred design and data specialists for subject matter advice at no extra cost.

Efficiency: Our Accelerated Discovery approach uses a compressed series of workshops (over 1 or 2 days), along with predefined user research, service design and technical discovery templates and techniques to rapidly onboard our team and progress with tangible research activities, ensuring greater coverage research coverage and quality.

Our proposal to run a Solirius/DfE blended delivery team and to create a Co-Design Group of DfE stakeholders to accelerate joined-up decision making and enable efficient ongoing knowledge transfer ensuring both upskilling of DfE colleagues and full DfE knowledge ownership.

Effectiveness: Using a combination of stakeholder engagement through Show & Tells and the Co-Design Group, along with the communication of insights through concise, visual artefacts and non-working prototypes, we will facilitate decision-making to enable changes to be made to improve the experience of social workers and back-office staff.

We will also look for ways to bring together different forms of data and research to generate additional insights beyond the scope of the deliverables that will provide added value. For example, one of our consultants Paul Creasey has been supporting three CSC programmes to improve case management systems, data quality and to reduce workforce bureaucracy.

By engaging with data owners, analysts and LAs, Paul has built up a meta perspective of the CSC LA environment that different functional areas did not have. Paul has been able to document this view and share it with his stakeholder groups to help them view the data challenges through a new lens.

To support this activity, we will provide an additional 10 consultancy days to document all information and insights not related directly covered in the deliverables.

Innovative solutions to meet end user needs

Our experience with health technical systems has provided us with valuable insights into the most common inefficiencies faced in health technical systems, specifically the lack of international standards for data transfer and system interoperability purposes.

For example, we have worked with the National Institute of Health Research (NIHR) to audit their 20+ Clinical Trial Operators (CTOs) and their specific configurations and through the discovery they engaged with CTO stakeholders to establish:

- Data models & differences
- Data quality, flow, lifecycles and owners
- Storage and end-use
- Compliance with FHIR and SNOMED health data standards
- Data validations, mapping and transformations

By establishing a canonical data model and architecture, we developed a landscape architecture showing the variance across CTOs from high to low and proposed recommendations for data handling convergence.

We have consulted with our NIHR team and they recommend the innovation will be driven by finding faster avenues towards standardisation. This will likely involve:

- Conducting an audit of the existing Health and LA CSC technical systems, focusing on understanding the current data transfer protocols and formats in use.
- Reviewing documentation and specifications including API documentation and integration guides, looking for references to any international standards.
- And introducing cost efficiencies through the integration of international data formats, metadata and integration standards, with the aim of simplifying the enterprise landscape.

We will be able to engage our NIHR team and stakeholders to share their experiences on interoperability to help advise on standardisation activities that will lead to cost efficiencies.

We will also bring in our AI Innovation team to advise on their work using AI to assist with data cleansing and matching tasks, which will reduce the manual cleansing and matching burden and

supporting the Health workforce capability and capacity and the Children's Social Care workforce with cost efficiencies.

This use of AI has generated much interest among our clients who all face the challenge of the cost/resource burden involved in cleansing and standardising poorer quality data, to enable effective data transformation.

Technical criteria

Technical criteria

Question 4 (20%)

Set out and describe how you plan to engage with the different stakeholders throughout the **life cycle** of the project, including the relationship with the buyer and the reporting process. Specifically, how will you communicate to the different audiences, health, CSC and buyer (DfE).

Please also include the following:

- Your approach to knowledge and skills transfer that will enable a successful transition of service maintenance to another team at the end of the contract.
- Specifically, how you will present potential solutions and knowledge to NHS Digital to take forward in the next phase of work.

(5000 character limit)

Stakeholder engagement and communications will take place over three project life cycle phases: onboarding, delivery and offboarding.

Onboarding

Rapid onboarding will commence with a stakeholder mapping workshop to inform engagement plans and define stakeholder groups. We have preliminarily identified the following groups for engagement, which we will validate with DfE policy colleagues in the workshop:

Blended Team	Joint Solirius and DfE policy team	Daily engagement
Co-Design Group	Policy and SME colleagues who will input / steer decision making	Weekly engagement and involvement in analysis/synthesis workshops to aide decision-making
SME Consultation Group	Subject matter experts (policy, operational and technical from DfE, NHS, CSC LAs, and their CMS partners) who are consulted for their expertise	Short periods of engagement to provide advice/expertise e.g describing the technical architecture to the Blended team
End-Users	Social workers and back office staff	Engaged through user research

Wider Stakeholder Groups	People across health, CSC and DfE with an interest, but not directly involved	Passive involvement and kept informed of progress and outcomes
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For different stakeholders we anticipate time constraints, differing levels of expertise and individual communications preferences, so we will use visual communication methods to make complex technical information more digestible, and 'work in the open' using a stakeholder tailored mix of email updates, show & tells, 1:1s and workshops.

We have also planned an Exit and Transition Strategy Workshop during onboarding, where we will document and assign ownership for all knowledge transfer and handover tasks, ensuring upfront team engagement with the strategic handover plan.

Delivery and offboarding

We have planned daily standups for the blended Solirius and DfE policy delivery team and propose using Azure DevOps to track tasks in the open and quickly identify issues.

There will also be a weekly progress checkpoint meeting between the Solirius team and DfE policy colleagues. This will be facilitated by our Delivery Manager, who will provide a documented report one day in advance.

Sharing of the report (or its key messages) with broader CSC, LA and NHS stakeholders will be agreed with DfE in the stakeholder workshop and all communications to wider stakeholder groups will be subject to DfE approval.

Each sprint will end with a Show & Tell, open to broader DfE, CSC, LA and NHS stakeholders to demonstrate progress and provide an opportunity for feedback.

To magnify the impact of stakeholder engagement, we propose the creation of a Co-Design Group made up of broader DfE CSC colleagues and SMEs from DfE, CSC, LA and NHS to observe user research and participate in analysis/synthesis activities that result in decision-making. We have had great success with this approach with previous clients like BDUK where the Co-Design Group broke down functional silos and accelerated decision-making.

Engagement with DfE policy colleagues in the blended Delivery Team and a broader range of colleagues in the Co-Design Group and Show & Tells also contributes to our knowledge and skills transfer plan, both during delivery and offboarding, as those colleagues will have observed and participated in research sessions, synthesis workshops and prototype design, giving them context and ownership of the insights, along with opportunities to develop their digital skills.

Approach to knowledge and skills transfer

In addition to blended Delivery Team and Co-Design Group working, our approach involves setting consistent, well defined documentation standards. We will create a central repository in Teams, ensure artefacts are in formats accessible and editable on DfE devices (e.g. LucidChart) and use Senior Consultants on other DfE projects to conduct quality reviews.

All artefact deliverables (process maps, prototypes, impact assessments, data architecture assessments) will be captured with a clear narrative in a final Discovery Pack, enabling any incoming teams to successfully own service maintenance.

We have also accounted for pairing and knowledge sharing sessions during the offboarding phase of our delivery plan.

Presenting potential solutions and knowledge to NHS Digital

By identifying and engaging NHS Digital stakeholders from the outset, we will have brought them along on the journey and consulted with them on solutions options, ensuring the solutions and knowledge presented will not cause surprise.

We plan a minimum of two solution collaboration workshops with NHS Digital in the offboarding phase of the project to walk through the contents of the Discovery Pack and the non-working prototypes to clarify understanding of the research insights and discuss the solution recommendations.

Multiple workshops will allow NHS stakeholders time to reflect on the contents and formulate their queries for us to respond to. Our team will also be available to them outside of the workshops to maximise availability over the contract duration.

Technical criteria	Technical criteria
Question 5 (20%)	<p>Set out your approach to project governance for the life cycle of the project and how you will inform and report progress and barriers to the buyer (DfE).</p> <p>Set your approach to managing risk, what you anticipate to be the major risks to this project, your contingencies and mitigations to those risks.</p> <p>Specifically, please set out your understanding of the risk factors of the following:</p> <ul style="list-style-type: none">• Creating extra data fields within CPIS• Creating additional burdens on health systems• Creating additional burdens on CSC systems• Creating additional burdens on health workforce• Creating additional burdens on CSC workforce. <p>(5000 character limit)</p>

Our Delivery Manager will facilitate daily stand-ups to manage progress against the activities required for the SoW deliverables, and highlight risks and issues. There will also be a weekly meeting between the Delivery Team and Policy stakeholders to discuss progress, barriers, risks, exit plan and handover. A summary report that also acts as the meeting agenda will be circulated the day beforehand.

Any issues or risks with a commercial nature will be escalated to our Account Lead who will liaise with the DfE Commercial Lead for resolution.

This approach fits neatly into our Accelerated Discovery approach, where we will run a risk mapping workshop with DfE policy, operational and technical stakeholders to identify known risks and surface unknown risks. We will categorise the risks in terms of their likelihood and impact for a priority order and then plan our mitigations. The mitigations will become backlog activities that will be monitored during daily standups and the weekly meetings.

Anticipated risks

Inaccurate or insufficient insights to drive robust decision making

A lack of research participant diversity or inability to reach sufficient volumes of social workers and back office staff will limit the ability to deliver high quality insights. Further to this, the inability to engage with the right technical, operational and policy SMEs across DfE, LAs and NHS will limit the analysis for the data assessment and impact assessment reports.

Mitigation: In both cases we will leverage existing DfE relationships with social worker, LA and NHS stakeholders, along with internal DfE stakeholder relationships. This will be supported with 'snowball sampling', where research participants are asked to recommend other participants. Any advanced alignment between DfE and participants will help expedite research. We also plan to engage with Regional Improvement Support Leads, British Association of Social Workers, LA newsletters and conduct social media callouts to increase volumes and diversity.

Limited engagement from decision-makers

Either poor availability of decision-makers or a lack of accessibility to the discovery process and outputs will prevent decision-makers being able to fully utilise the insights to make informed decisions.

Mitigation: We will run a stakeholder mapping workshop to identify the decision-makers across DfE, NHS and LA representatives and develop an engagement plan. From previous experience, engaging decision-makers in a Co-Design group where they take part in certain research and synthesis activities generates strong buy-in and ownership of the insights. Other forms of engagement will include fortnightly Show & Tells that will be open to all stakeholders. We also have a range of 'tried and tested' templates for reporting and communicating insights using concise, visual tools like storyboards, journey maps and personas.

Creating extra data fields within CPIS

The risk factors of creating extra data fields are that users access it via different point-of-care application interfaces, such as multiple social care CMS', electronic patient record (EPR) software in a hospital setting and GP software. Unless all application interfaces are updated to reflect the changes, some stakeholder groups will not be able to add, read or edit the data. There is also the risk of data redundancy, where the data has already been collected in another part of the system, leading to data quality issues. Finally user confusion and data quality issues can arise if it is not clear on the type and format required for new fields.

Burdens on healthcare & CSC systems

The system burden risks are in the consistency and quality of the data being shared between different systems. Currently both social care and NHS staff must spend time cleansing data to ensure matching. For example, when social care data does not match with NHS Spine, health care workers may not realise a child is on a protection plan. System changes will be dependent on the ease of configuration and scalability of different applications, along with the resources required to implement the changes in a coordinated way across all organisations and carry out ongoing maintenance.

Burdens on healthcare and CSC workforces

The workforce burden risks are in both the cleansing of existing data and the adoption of new working practices. Increased workloads will potentially place staff working under existing constraints under even more pressure and there may also be a general resistance to change from the psychological safety of well established practices or fear of daily workflows being disrupted.

Mitigation: To mitigate the risk factors of extra data fields, systems and workforces burden we recommend a cross-organisational data governance framework to ensure system impact

assessments, delivery and communications, along with continuous monitoring and feedback loops with end-users to identify and address any unforeseen burdens or impacts.

Cultural-fit criteria	Cultural-fit criteria
<p>Question 1 (30%)</p>	<p>Please describe how you will support the Buyer to build its in-house skills and capabilities (i.e., the Buyer's internal capability) and how you will support the Buyer in delivering high quality services during this contract.</p> <p>Within your response, please set out:</p> <ul style="list-style-type: none"> • How you will ensure effective and efficient knowledge management and transfer to the Buyers resources, and how you will measure those activities; • Your methodology for training, coaching and upskilling Buyer's internal capability to ensure alignment; • How you will contribute to the Buyer's communities of practice as per the Call-Off Schedule 20. • Evidence of supporting non-digital colleagues adopt user-centred practices that are aligned to GDS principles and embed them into the agile workflow. <p>(5000 character limit)</p>
<p>We recognise our responsibility to help our government clients develop sustainable in-house capabilities by sharing our expertise, experience and knowledge and supporting the upskilling of client teams and delivery of high quality services.</p> <p>Knowledge management, transferring to DfE resources, and measuring progress</p> <p>We use a four step Knowledge Transfer (KT) framework that we adapt to individual client needs:</p> <ul style="list-style-type: none"> • Establish KT objectives • Plan for delivering on KT objectives • Implement KT plan • Monitor and measure <p>An Exit & Transition Strategy Workshop is planned as part of the rapid onboarding, which we will use to confirm your skills and knowledge transfer goals and then document and assign ownership for knowledge management, transfer and handover tasks.</p>	

The initial plan is to use a blended (DfE and Solirius) Delivery Team and establish a Co-Design Group of broader DfE stakeholders who will also observe and participate in user research, analysis/synthesis and prototyping activities.

This will be supported by a central repository (in Teams) of all Discovery artefacts (process maps, prototypes, impact assessments, data architecture assessments) following clear documentation standards in terms of accessible formats and clarity of writing.

We have also accounted for pairing and knowledge sharing sessions during the offboarding phase of our delivery plan.

To ensure KT delivery, we will create specific KT tickets in Azure DevOps and track these through daily stand-ups, while in fortnightly retrospectives both DfE and Solirius participants will be polled on the progress and will use Red, Amber or Green stickers to vote on the effectiveness.

Training, coaching and upskilling DfE internal capability

With our clients at BDUK and HMCTS, we have had great success upskilling civil servant capabilities using the blended Delivery Team and Co-Design Group models, because it provides civil servant colleagues with a highly practical, aligned and relevant learning experience.

To support this further, we will also provide individual coaching and training to civil servants on agile delivery, user-centred design and technical architecture. Further mentoring opportunities will also be available with our senior UCD and architectural consultants.

All our workshop templates and project collateral will be made available for DfE stakeholders for future use.

Contribution to DfE communities of practice (per the Call-Off Schedule 20)

Having delivered 270+ SoWs for DfE, we have extensive experience in working with the DfEs CoPs across a number of disciplines and currently actively contribute to the DfEs User Research CoP, Delivery CoP and Development CoP.

To meet Call-Off Schedule 20, CoP engagement will be planned in the initial stakeholder mapping workshop with the aim of inviting CoP members to our fortnightly Show & Tell sessions and assigning time for team members to attend CoP meet-ups.

Further to this, we have established a forum for Solirius Consultants working across all our DfE contracts to share knowledge, best practice and help join up gaps in functional silos.

Supporting non-digital colleagues to adopt user-centred practices aligned to GDS principles, embedded into the agile workflow

We have a dedicated GDS Service Standard training programme developed to upskill both graduate Solirius consultants and to use when working with government clients with limited or non-digital backgrounds.

A significant part of the programme focuses on user-centred practices and agile workflows and the modular approach means it can be tailored to specific audience needs and be combined with individually focused coaching and mentoring by our user-centred design specialists.

After we confirm your skills and knowledge transfer goals and gauge the user-centred knowledge/skills gaps you need to fill during the Exit and Transition Strategy Workshop, we will co-

create a plan for delivering the training programme and coaching to the Co-Design Group and any other relevant stakeholders.

We have found the most effective way to upskill non-digital colleagues with user-centred and digital practices is a combined approach of engagement in Co-Design Groups, with delivery of Service Standard training and coaching.

During 2022/23 we worked with a newly formed government agency called BDUK to deliver a Funding Service that enables subsidies for broadband infrastructure across the UK. BDUK had no prior experience of GDS principles, agile or user-centred design, so we delivered our comprehensive GDS training programme to stakeholders within the Operations, Finance, Commercial and Fraud & Compliance teams.

We also created a Co-Design Group made up of stakeholders from those functions, who were involved in user research, journey-mapping, synthesis/analysis, ideation and prototype design workshops throughout Discovery and Alpha. We continued the engagement with the Co-Design Group throughout Beta, enabling successful delivery of the Funding Service and transforming BDUK's working practices.

Cultural-fit criteria	Cultural-fit criteria
<p>Question 2</p> <p>(30%)</p>	<p>Please provide details of how you will work with and build on the culture within the DfE of high-quality continuous delivery whilst maximising the efficiency of agile projects and delivering cost effective digital services for this contract. Within your response, please set out how you will:</p> <ul style="list-style-type: none"> • Ensure cultural alignment with DfE team members to provide harmony and drive excellent performance across the blended team workforce as per the Call-Off Schedule 20; • Ensure a specific and proactive focus on agile continuous improvement and rapidly identifying and remedying any arising issues and shortfalls; • Work transparently and collaboratively with the project teams and seek actionable feedback to resolve any issues quickly and efficiently; and • Ensure successful onboarding/offboarding of new resources through effective knowledge transfer with minimal impact on velocity and quality of delivery to ensure a timely transition. • Make and influence decisions based on user needs, available technology and value for money. <p>(5000 character limit)</p>
	<p>Through the 270+ SoWs we have delivered for DfE, we have gained valuable experience of the culture of high-quality continuous delivery, combined with agile efficiency to provide cost effective digital services and we will continue to work in this way throughout this contract.</p>

Cultural alignment, harmony and excellent performance

Success will be driven by our ability to work well with DfE policy and operational stakeholders and the broader stakeholder groups and enable everyone to perform at their highest level. Our approach is rooted in collaboration and we do this through alignment with DfE Values, inclusive recruitment, training and a 'One Team' ethos, whilst working to the Supplier Code of Conduct referenced in Schedule 20.

When we onboard, we will run a 'ways of working' kick-off workshop with the DfE policy colleagues to build rapport and agree goals, roles, responsibilities, agile ceremonies, reporting and communications. We envisage a blended delivery team of Solirius and DfE colleagues working together and we plan to facilitate fortnightly retrospectives to include all members of the blended delivery team to address issues and identify further opportunities to drive performance excellence.

Continuous improvement, identifying and remedying issues, and shortfalls

Continuous improvement is ingrained in our culture and agile processes. It relies on a key aspect of 'One Team' working which is establishing a 'no blame' culture to foster transparent information sharing, issue identification and problem-solving.

Within this contract, the quality of the research insights will be the key focus. We will agree a plan for carrying out the research and synthesising insights, and these activities will be carried out over four fortnightly sprints. Our Delivery Manager will facilitate daily standups and fortnightly retrospectives to track progress and quickly identify areas of risk, issues or opportunities to gain better insights.

If an issue occurs, we will facilitate a separate meeting with relevant participants to work out a mitigation plan. This may have an impact on the original delivery plan and using agile principles we will adapt the delivery plan to accommodate the change.

Working transparently and collaboratively

The 'ways of working' kick-off workshop with DfE policy colleagues will establish the scope, agile ceremonies and approach for identifying and managing issues.

Where issues can be managed within the Delivery team, our Delivery Manager will facilitate specific workshops with DfE stakeholders to collaboratively plan the mitigation, ensuring the mitigation actions are added to Microsoft DevOps and tracked in daily stand-ups.

Should the issue be related to performance concerns, our Account Lead will be updated to address the issue, undertaking the following SLAs.

Within:

- 24 hours, a preliminary assessment is conducted, clarifying understanding with stakeholders
- 48 hours, a 360-degree review includes root cause analysis and identification of potential mitigations, with a detailed report to DfE
- 72 hours, a recommendation and action plan are provided, requiring senior client stakeholder confirmation for closure.

This rapid, integrated response ensures proactive detection, thorough investigation, and resolution of concerns, maintaining transparency and collaboration.

Successful onboarding/offboarding of resources

From four year's experience working with DfE we have matched our onboarding/offboarding processes to yours to ensure new joiners receive passes and laptops in a timely and well-informed manner and are provided with an orientation session and an onboarding pack to bring them rapidly up-to-speed.

Where resources are being onboarded to replace an existing team member we ensure at least one week for the new and existing resource to pair on the work and undertake knowledge transfer. This period of time may be extended if deemed necessary.

We use a handover checklist to validate knowledge transfer, ownership of documents, stakeholder introductions and task transfer are all complete, before the incumbent offboards.

Making and influencing decisions

We are proposing a multidisciplinary team consisting of user-centred design and technology specialists who will deliver high-quality research that will enable us to work with DfE and your wider stakeholder groups (NHS, LAs) to make decisions strategically balanced on user needs, available technology and value for money.

To ensure effective data-informed decision making, we will involve stakeholders throughout the research journey through the Co-Design Group, Show & Tells and concise, visual communications, so they understand and have confidence in the research insights and understand the technical implications. Using our technical delivery experience, we will also estimate effort and cost using T-shirt sizing and Cost Benefit Analysis with DfE stakeholders to ensure cost-effectiveness.

Cultural-fit criteria	Cultural-fit criteria
<p>Question 3</p> <p>(40%)</p>	<p>Set out and describe your methodology and approach to collaboration and knowledge transfer and clearly demonstrate how you plan to work as a team and collaborate effectively with our organisation, other government departments, and other external stakeholders. Specifically, set out how the culture that you want to promote:</p> <ul style="list-style-type: none"> • Encourages collaboration with a range of partners • Actively encourages innovation • Respects diversity and equality <p>(5000 character limit)</p>
<p>Our aim is to rapidly establish an open and collaborative culture with you and your partners to deliver on your outcomes, build on your capabilities and leave you with full knowledge ownership.</p> <p>Our methodology and approach considers collaboration and knowledge transfer (KT) to have dependencies on each other, while putting in place the conditions to create an environment that encourages collaboration and innovation, while respecting diversity and equality.</p> <p>Methodology and approach</p>	

As part of our Accelerated Discovery approach, we will run workshops with DfE policy stakeholders over one/two days to map stakeholders, agree ways of working, plan activities and define the KT strategy.

In terms of stakeholders we have identified the following groups for engagement, which we will validate with DfE policy colleagues in the stakeholder mapping workshop:

Blended Team	Joint Solirius and DfE policy team	Daily engagement
Co-Design Group	Policy and SME colleagues who will input/steer decision making	Weekly engagement and involvement in analysis/synthesis workshops to aid decision making
SME Consultation Group	Subject matter experts (policy, operational and technical from DfE, NHS, CSC LAs, and their CMS partners) who are consulted for their expertise	Short periods of engagement to provide advice/expertise e.g describing the technical architecture to the Blended team
End-Users	Social workers and back office staff	Engaged through user research
Wider Stakeholder Groups	People across health, CSC and DfE with an interest, but not directly involved	Passive involvement and kept informed of progress and outcomes

Both the Blended Team and the Co-Design Group will be pivotal for collaborating with DfE policy, operational and technical colleagues throughout the project, as they will involve the stakeholders participating in user research, journey-mapping, synthesis/analysis, ideation and prototype design workshops and ensure effective knowledge transfer as the project progresses.

Agile ceremonies (daily stand-ups & retrospectives) will be used within the Blended Solirius and DfE delivery team and Show & Tells will be open to all stakeholder groups, with the opportunity for Q&A during and after the sessions.

The SME Consultation Group will consist of broader DfE CSC stakeholders and other government organisations (NHS and LAs). To avoid putting unnecessary constraints on their time, these stakeholders will be engaged through specific workshops and 1:1 interviews for their input.

The same approach will be taken with the End-User Group of social workers and back office staff, who will be engaged at specific points through 1:1 interviews, workshops and a survey.

They, along with wider stakeholder groups who have an interest, but no direct involvement will also be kept informed through email updates and the fortnightly Show & Tells.

Our approach also includes a central repository (in Teams) of all Discovery artefacts and we have accounted for pairing and knowledge sharing sessions during the offboarding phase of our delivery plan.

Cultural conditions to encourage collaboration & innovation and respect for diversity & equality
We will use our Ways of Working workshop with DfE to agree the conditions and environment for the

culture we want to promote.

Collaboration with a range of partners: The combination of Blended Team, Co-Design Team, SME Collaboration Group and End Users, along with the use of agile ceremonies puts in place the structure for collaboration with NHS, LAs and other partners.

Actively encourages innovation: We will apply our Innovation Framework that encourages team members to identify and utilise Process Innovations, Technical Innovations and People Innovations.

Where significant opportunities are identified to make improvements, we use a one page template to rapidly frame the opportunities in terms of costs/benefits analysis for discussion with relevant stakeholders. If agreed, we create a ticket in Microsoft DevOps to capture the change and assign an owner to enable implementation.

The fortnightly retrospectives provide a proactive environment for generating innovative ideas, but we welcome suggestions at any point and we also feel it is very important to celebrate success and ensure recognition is provided to people who identify and deliver innovations, regardless of their organisation.

Respects diversity and equality: From our own perspective, diversity and equality play a critical role in the Solirius culture and directed by our employee-led Equality, Diversity and Inclusion group, we have developed policies covering our recruitment, remuneration, management processes and consulting behaviours.

These policies align with DfE's and as part of the Ways of Working workshop we will agree behaviours that support both diversity and equality. The other aspect of this is ensuring diversity in our research to ensure we are being fully representative of the different user groups and putting in place extra support for participants with accessibility needs.

2. Pricing

See Appendix B – “Solirius Ltd - Improving social worker experience of the Child Protection Information Sharing service (CP-IS) - Pricing template FINAL”

Call-Off Schedule 5 (Pricing Details and Expenses Policy)

1 Call-Off Contract Charges

1.1 The Supplier shall provide:

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges shall be calculated in accordance with the Pricing Mechanisms detailed in the Order Form using all of the following:
- (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract; and
 - (b) the number of Work Days, or pro rata portion of a Work Day (see Paragraph 2.3.1 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff work solely to provide the Deliverables and/or the provision of facilities solely to be used for the Buyer's stated purposes of providing the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date.

1.2 Further to Paragraph 2.2.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed day rate for each Supplier Staff;
- any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

1.3 If a Capped or Fixed Price has been agreed for a particular SOW:

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

Assumptions:	Buyer:
	1. Any Intellectual Property (IP) created during or for this work package is owned by the

	Department for Education.
	2. DfE will provide you with the accounts and accesses required to complete the deliverables set out in this SoW. Support is available where a particular tool essential for successful delivery or operations does not exist. Suppliers and contractors should not use their own tools or personal accounts for DfE work. Work practice reviews may be conducted to ensure compliance.
	3. Where any DfE assets are provided by DfE the Supplier is responsible for collecting the assets at the start of the SOW and returning the assets within 5 days of the SOW engagement date to a designated DfE site, at their own cost. Invoice payment may be withheld until DfE assets have been returned. Supplier workers are obliged to comply with the department's 'Use devices properly' policy.
	4. Where the Suppliers' workers use their own equipment under the 'Bring Your Own Device' scheme to deliver services then they must meet the requirements for: <ul style="list-style-type: none"> • standards of encryption • mandatory enrolment of their device • agreement that no other organisation will have management capabilities over their device or data stored on the device • maintaining enrolled devices to an agreed minimum operating system level • adhering to password standards <p>The supplier is held responsible for delays to delivery if they have not resolved IT equipment issues with DfE at the earliest opportunity.</p>
	5. All documentation and deliverables will be provided in an electronic form, unless otherwise expressly agreed by both parties in the SOW.
	Supplier:
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	<table border="1"> <tr> <td>3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW:</td> </tr> <tr> <td>Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)</td> </tr> </table>	3. All supplier resources either have completed the annual DfE Data Protection training or will have completed the DfE Data Protection training within 2 weeks of commencing services on the SoW:	Data Protection Awareness Training for Temporary staff, contractors, consultant and contingent workers (sharepoint.com)			
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Annex 1 (Expenses Policy)

See 'Appendix A – DfE Travel and Expenses Policy' in supporting documents zip file.

Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)

1 Definitions

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

Term	Definition
Buyer Property	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
Buyer Software	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
Commercial off the shelf Software or COTS Software	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
Defect	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;
Emergency Maintenance	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

ICT Environment	the Buyer System and the Supplier System;
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
Maintenance Schedule	has the meaning given to it in Paragraph 8 of this Schedule;
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
New Release	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Operating Environment	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or (c) where any part of the Supplier System is situated;
Permitted Maintenance	has the meaning given to it in Paragraph 8.2 of this Schedule;
Quality Plans	has the meaning given to it in Paragraph 6.1 of this Schedule;
Sites	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Call-Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
Software	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
Software Supporting Materials	has the meaning given to it in Paragraph 9.1 of this Schedule;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written	any software (including database software, linking instructions,

Software	test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
Supplier System	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2 When this Schedule should be used

- 2.1 This Schedule is designed to provide additional provisions on Intellectual Property Rights for the Digital Deliverables.

3 Buyer due diligence requirements

- 3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 3.1.2 operating processes and procedures and the working methods of the Buyer;
 - 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
 - 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2 The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 3.2.2 the actions needed to remedy each such unsuitable aspect; and
 - 3.2.3 a timetable for and the costs of those actions.
- 3.3 The Supplier undertakes:
- 3.3.1 and represents to the Buyer that Deliverables will meet the Buyer's acceptance criteria as set out in the Call-Off Contract and, if applicable, each Statement of Work; and
 - 3.3.2 to maintain all interface and interoperability between third party software or services, and Specially Written Software required for the performance or supply of the Deliverables.

4 Licensed software warranty

- 4.1 The Supplier represents and warrants that:
- 4.1.1 it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are

necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;

4.1.2 all components of the Specially Written Software shall:

4.1.2.1 be free from material design and programming errors;

4.1.2.2 perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels and Balanced Scorecard) and Documentation; and

4.1.2.3 not infringe any IPR.

5 Provision of ICT Services

5.1 The Supplier shall:

5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;

5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;

5.1.3 ensure that the Supplier System will be free of all encumbrances;

5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;

5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6 Standards and Quality Requirements

6.1 The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

6.2 The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.

6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.

6.4 The Supplier shall ensure that the Supplier Personnel shall at all times during the Call-Off Contract Period:

6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;

6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7 ICT Audit

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

8 Maintenance of the ICT Environment

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

9 Intellectual Property Rights

9.1 Assignments granted by the Supplier: Specially Written Software

- 9.1.1 The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
 - 9.1.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 9.1.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2 The Supplier shall:
 - 9.1.2.1 inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
 - 9.1.2.2 deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in

each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3 without prejudice to Paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

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

9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:

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

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

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

9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

9.2.3.2 only use such third party IPR as referred to at Paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

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

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

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

- 9.3.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2 Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
 - 9.3.4.1 will no longer be maintained or supported by the developer; or
 - 9.3.4.2 will no longer be made commercially available

9.4 Buyer's right to assign/novate licences

- 9.4.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph 9.2 (to:
 - 9.4.1.1 a Central Government Body; or
 - 9.4.1.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraph 9.2.

9.5 Licence granted by the Buyer

- 9.5.1 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

9.6 Open Source Publication

- 9.6.1 Unless the Buyer otherwise agrees in advance in writing (and subject to Paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:
 - 9.6.1.1 suitable for publication by the Buyer as Open Source; and
 - 9.6.1.2 based on Open Standards (where applicable),
and the Buyer may, at its sole discretion, publish the same as Open Source.
- 9.6.2 The Supplier hereby warrants that the Specially Written Software and the New IPR:
 - 9.6.2.1 are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen

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

9.7 Malicious Software

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

10 IPR asset management

- 10.1 The Parties shall work together to ensure that there is appropriate IPR asset management under each Call-Off Contract, and:
- 10.1.1 where the Supplier is working on the Buyer's System, the Supplier shall comply with the Buyer's IPR asset management approach and procedures.

- 10.1.2 where the Supplier is working on the Supplier's System, the Buyer will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice.

Records and materials associated with IPR asset management shall form part of the Deliverables, including those relating to any Specially Written Software or New IPR.

- 10.2 The Supplier shall comply with any instructions given by the Buyer as to where it shall store all work in progress Deliverables and finished Deliverables (including all Documentation and Source Code) during the term of the Call-Off Contract and at the stated intervals or frequency specified by the Buyer and upon termination of the Contract or any Statement of Work.
- 10.3 The Supplier shall ensure that all items it uploads into any repository contain sufficient detail, code annotations and instructions so that a third-party developer (with the relevant technical abilities within the applicable role) would be able to understand how the item was created and how it works together with other items in the repository within a reasonable timeframe.
- 10.4 The Supplier shall maintain a register of all Open Source Software it has used in the provision of the Deliverables as part of its IPR asset management obligations under this Contract.

Call-Off Schedule 7 (Key Supplier Staff)

1 Key Supplier Staff

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

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1 Definitions

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

Term	Definition
Breach of Security	the occurrence of: (a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with Paragraph 2.2; and
Security Management Plan	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2 Complying with security requirements and updates to them

- 2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

- 2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3 Security Standards

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

4 Security Management Plan

4.1 Introduction

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

4.2 Content of the Security Management Plan

- 4.2.1 The Security Management Plan shall:
- (a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
 - (b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
 - (c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
 - (d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the

Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

- (e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- (f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with Paragraph 2.2 the Security Policy; and
- (g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 Amendment of the Security Management Plan

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
 - (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to the Deliverables and/or associated processes;
 - (c) where necessary in accordance with Paragraph 2.2, any change to the Security Policy;

- (d) any new perceived or changed security threats; and
 - (e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:
- (a) suggested improvements to the effectiveness of the Security Management Plan;
 - (b) updates to the risk assessments; and
 - (c) suggested improvements in measuring the effectiveness of controls.
- 4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.
- 4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

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

6 Data security

- 6.1 The Supplier will ensure that any system on which the Supplier holds any Government Data will be accredited or assured as specific to the Buyer and will comply with:

- the Government Security Policy Framework (see: <https://www.gov.uk/government/publications/security-policy-framework>);
- the Government Functional Standard GovS 007: Security (see: <https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>); and
- guidance issued by the National Cyber Security Centre (NCSC) for:
 - risk management: <https://www.ncsc.gov.uk/collection/risk-management-collection>;
 - cloud security: <https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>; and
 - 10 steps to cyber security: <https://www.ncsc.gov.uk/collection/10-steps>.

6.2 Where the duration of a Call-Off Contract exceeds one (1) year, the Supplier will review the accreditation or assurance status at least once each year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Government Data. If any changes have occurred then the Supplier agrees to promptly re-submit such system for re-accreditation.

Part B: Not Applicable

Call-Off Schedule 10 (Exit Management)

1 Definitions

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

Term	Definition
Exclusive Assets	Supplier Assets used exclusively by the Supplier in the provision of the Deliverables;
Exit Information	has the meaning given to it in Paragraph 3.1 of this Schedule;
Exit Manager	the person appointed by each Party to manage their respective obligations under this Schedule;
Exit Plan	the plan produced and updated by the Supplier during the Initial Period in accordance with Paragraph 4 of this Schedule;
Net Book Value	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
Non- Exclusive Assets	those Supplier Assets used by the Supplier in connection with the Deliverables but which are also used by the Supplier for other purposes;
Registers	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
Replacement Goods	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Replacement Services	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
Termination Assistance	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
Termination Assistance Notice	has the meaning given to it in Paragraph 5.1 of this Schedule;
Termination Assistance	the period specified in a Termination Assistance Notice

Period	for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
Transferable Assets	Exclusive Assets which are capable of legal transfer to the Buyer;
Transferable Contracts	Sub- Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given to it in Paragraph 8.2.1 of this Schedule; and
Transferring Contracts	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2 Supplier must always be prepared for Contract exit and SOW exit

2.1 The Supplier shall within 30 days from the Call-Off Contract Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables which will be stored in the Deliverables IPR asset management system which includes all Document and Source Code repositories.

("Registers").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

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

3 Assisting re-competition for Deliverables

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

4 Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a Call-Off Contract and SOW Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer.
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 a detailed description of both the transfer and cessation processes, including a timetable (this may require modification to take into account the need to facilitate individual SOW Exit Plan provisions which shall be updated and incorporated as part of the SOW;
 - 4.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.3 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.5 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

- 4.3.7 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
- 4.3.8 proposals for the disposal of any redundant Deliverables and materials;
- 4.3.9 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- 4.3.10 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 The Supplier shall:
 - 4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) prior to each SOW and no less than every **six (6) Months** throughout the Contract Period; and
 - (b) no later than **twenty (20) Working Days** after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than **ten (10) Working Days** after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than **twenty (20) Working Days** following, any material change to the Deliverables (including all changes under the Variation Procedure); and
 - 4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or, as soon as reasonably practicable, in the case of the Call-Off Contract and each SOW (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and initial period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date twelve (12) Months after the End Date; and

- 5.2.2 the Buyer shall notify the Supplier of any such extension no later than twenty (20) Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
 - 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels or KPIs, the provision of the Management Information or any other reports or to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;
 - 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels or KPIs, the Parties shall vary the relevant KPIs, Service Levels and/or the applicable Service Credits accordingly.

7 Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 vacate any Buyer Premises;

- 7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
- 7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:
- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
- 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
- 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9 No charges

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

10 Dividing the bills

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

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 13 (Implementation Plan and Testing)

Part A: Implementation

1 Definitions

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

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

2 Agreeing and following the Implementation Plan

- 2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan **30 days** after the Call-Off Contract Start Date.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively for the whole Call-Off Contract and each Statement of Work issued under it for the supply of Deliverables and as the Buyer may otherwise require;
 - 2.2.2 shall provide details on how the required Social Value commitments will be delivered through the Call-Off Contract; and
 - 2.2.3 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is achieved on or before its Milestone Date.

- 2.5 The Supplier shall also provide as required or requested reports to the Buyer concerning activities and impacts arising from Social Value including in the Implementation Plan.
- 2.6 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 2.7 The Supplier shall, in relation to each SOW, incorporate within it all Implementation Plan and Testing requirements for the satisfactory completion of each Deliverable Item to be provided under that SOW.

3 Reviewing and changing the Implementation Plan

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

4 Security requirements before the Start Date

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

5 What to do if there is a Delay

- 5.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:

- 5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
- 5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
- 5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
- 5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6 Compensation for a Delay

- 6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
 - 6.1.1 the Supplier acknowledges and agrees that any Delay Payment 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 Achieve the corresponding Milestone;
 - 6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the Buyer can end this contract); or
 - (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

7 Implementation Plan

- 7.1 The Implementation Period will be a one (1) Month period for the Call-Off Contract and for the duration of each SOW.
- 7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Call-Off Start Date or as otherwise formally agreed with the Buyer in each SOW. The Supplier's full service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.
- 7.3 In accordance with the Implementation Plan, the Supplier shall:
 - 7.3.1 work cooperatively and in partnership with the Buyer, incumbent supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
 - 7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;
 - 7.3.3 liaise with the incumbent Supplier to enable the full completion of the Implementation Period activities; and

- 7.3.4 produce a Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.
- 7.4 The Implementation Plan will include detail stating:
- 7.4.1 how the Supplier will work with the incumbent Supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and
- 7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.
- 7.5 In addition, the Supplier shall:
- 7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;
- 7.5.2 mobilise all the Services specified in the Specification within the Call-Off Contract and each SOW;
- 7.5.3 produce a Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:
- (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to the Buyer's approval; and
- (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 7.5.4 manage and report progress against the Implementation Plan both at a Call-Off Contract level (which shall include an update on costings) and SOW level;
- 7.5.5 construct and maintain a Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
- 7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Order Form and each SOW) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and
- 7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent provider and the Supplier.

Annex 1: Implementation Plan

A.1 The Supplier shall provide a:

- (a) high level Implementation Plan for the Call-Off Contract as part of the Further Competition Procedure; and
- (b) a detailed Implementation Plan for each SOW.

A.2 The Implementation Plan is set out below and the Milestones to be Achieved are identified below:

- Milestone: []
- Deliverable Items: []

- Duration: []
- Milestone Date: []
- Buyer Responsibilities: []
- Milestone Payments: []
- Delay Payments: []

The Milestones will be Achieved in accordance with this Call-Off Schedule 13:
(Implementation Plan and Testing)

For the purposes of Paragraph 6.1.2 the Delay Period Limit shall be [**insert number of days**].

Part B: Testing

1 Definitions

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

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

2 How testing should work

- 2.1 All Tests conducted by the Supplier shall be conducted in accordance with the Test Strategy, Test Specification and the Test Plan.
- 2.2 The Supplier shall not submit any Deliverable for Testing:
- 2.2.1 unless the Supplier is reasonably confident that it will satisfy the relevant Test Success Criteria;
- 2.2.2 until the Buyer has issued a Satisfaction Certificate in respect of any prior, dependant Deliverable(s); and

- 2.2.3 until the Parties have agreed the Test Plan and the Test Specification relating to the relevant Deliverable(s).
- 2.3 The Supplier shall use reasonable endeavours to submit each Deliverable for Testing or re-Testing by or before the date set out in the Implementation Plan for the commencement of Testing in respect of the relevant Deliverable.
- 2.4 Prior to the issue of a Satisfaction Certificate, the Buyer shall be entitled to review the relevant Test Reports and the Test Issue Management Log.

3 Planning for testing

- 3.1 The Supplier shall develop the final Test Strategy as soon as practicable after the Start Date but in any case no later than twenty (20) Working Days after the Start Date.
- 3.2 The final Test Strategy shall include:
 - 3.2.1 an overview of how Testing will be conducted in relation to the Implementation Plan;
 - 3.2.2 the process to be used to capture and record Test results and the categorisation of Test Issues;
 - 3.2.3 the procedure to be followed should a Deliverable fail a Test, fail to satisfy the Test Success Criteria or where the Testing of a Deliverable produces unexpected results, including a procedure for the resolution of Test Issues;
 - 3.2.4 the procedure to be followed to sign off each Test;
 - 3.2.5 the process for the production and maintenance of Test Reports and a sample plan for the resolution of Test Issues;
 - 3.2.6 the names and contact details of the Buyer and the Supplier's Test representatives;
 - 3.2.7 a high level identification of the resources required for Testing including Buyer and/or third party involvement in the conduct of the Tests;
 - 3.2.8 the technical environments required to support the Tests; and
 - 3.2.9 the procedure for managing the configuration of the Test environments.

4 Preparing for Testing

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

5 Passing Testing

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

6 How Deliverables will be tested

- 6.1 Following approval of a Test Plan, the Supplier shall develop the Test Specification for the relevant Deliverables as soon as reasonably practicable and in any event at least 10 Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).
- 6.2 Each Test Specification shall include as a minimum:
 - 6.2.1 the specification of the Test data, including its source, scope, volume and management, a request (if applicable) for relevant Test data to be provided by the Buyer and the extent to which it is equivalent to live operational data;
 - 6.2.2 a plan to make the resources available for Testing;
 - 6.2.3 Test scripts;
 - 6.2.4 Test pre-requisites and the mechanism for measuring them; and
 - 6.2.5 expected Test results, including:
 - (a) a mechanism to be used to capture and record Test results; and
 - (b) a method to process the Test results to establish their content.

7 Performing the tests

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

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

8 Discovering Problems

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

9 Test witnessing

- 9.1 The Buyer may, in its sole discretion, require the attendance at any Test of one or more Test Witnesses selected by the Buyer, each of whom shall have appropriate skills to fulfil the role of a Test Witness.
- 9.2 The Supplier shall give the Test Witnesses access to any documentation and Testing environments reasonably necessary and requested by the Test Witnesses to perform their role as a Test Witness in respect of the relevant Tests.
- 9.3 The Test Witnesses:
 - 9.3.1 shall actively review the Test documentation;
 - 9.3.2 will attend and engage in the performance of the Tests on behalf of the Buyer so as to enable the Buyer to gain an informed view of whether a Test Issue may be closed or whether the relevant element of the Test should be re-Tested;
 - 9.3.3 shall not be involved in the execution of any Test;
 - 9.3.4 shall be required to verify that the Supplier conducted the Tests in accordance with the Test Success Criteria and the relevant Test Plan and Test Specification;
 - 9.3.5 may produce and deliver their own, independent reports on Testing, which may be used by the Buyer to assess whether the Tests have been Achieved;
 - 9.3.6 may raise Test Issues on the Test Issue Management Log in respect of any Testing; and

- 9.4 may require the Supplier to demonstrate the modifications made to any defective Deliverable before a Test Issue is closed.

10 Auditing the quality of the test

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

11 Outcome of the testing

- 11.1 The Buyer will issue a Satisfaction Certificate when the Deliverables satisfy the Test Success Criteria in respect of that Test without any Test Issues.
- 11.2 If the Deliverables (or any relevant part) do not satisfy the Test Success Criteria then the Buyer shall notify the Supplier and:
- 11.2.1 the Buyer may issue a Satisfaction Certificate conditional upon the remediation of the Test Issues;
- 11.2.2 the Buyer may extend the Test Plan by such reasonable period or periods as the Parties may reasonably agree and require the Supplier to rectify the cause of the Test Issue and re-submit the Deliverables (or the relevant part) to Testing; or
- 11.2.3 where the failure to satisfy the Test Success Criteria results, or is likely to result, in the failure (in whole or in part) by the Supplier to meet a Milestone, then without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.3 The Buyer shall be entitled, without prejudice to any other rights and remedies that it has under this Contract, to recover from the Supplier any reasonable additional costs it may incur as a direct result of further review or re-Testing which is required for the Test Success Criteria for that Deliverable to be satisfied.
- 11.4 The Buyer shall issue a Satisfaction Certificate in respect of a given Milestone as soon as is reasonably practicable following:
- 11.4.1 the issuing by the Buyer of Satisfaction Certificates and/or conditional Satisfaction Certificates in respect of all Deliverables related to that Milestone which are due to be Tested; and
- 11.4.2 performance by the Supplier to the reasonable satisfaction of the Buyer of any other tasks identified in the Implementation Plan as associated with that Milestone.

- 11.5 The grant of a Satisfaction Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of any Implementation Plan and Clause 4 (Pricing and payments).
- 11.6 If a Milestone is not Achieved, the Buyer shall promptly issue a report to the Supplier setting out the applicable Test Issues and any other reasons for the relevant Milestone not being Achieved.
- 11.7 If there are Test Issues but these do not exceed the Test Issues Threshold, then provided there are no Material Test Issues, the Buyer shall issue a Satisfaction Certificate.
- 11.8 If there is one or more Material Test Issue(s), the Buyer shall refuse to issue a Satisfaction Certificate and, without prejudice to the Buyer's other rights and remedies, such failure shall constitute a material Default.
- 11.9 If there are Test Issues which exceed the Test Issues Threshold but there are no Material Test Issues, the Buyer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Satisfaction Certificate conditional on the remediation of the Test Issues in accordance with an agreed Rectification Plan provided that:
 - 11.9.1 any Rectification Plan shall be agreed before the issue of a conditional Satisfaction Certificate unless the Buyer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Buyer within 10 Working Days of receipt of the Buyer's report pursuant to Paragraph 10.5); and
 - 11.9.2 where the Buyer issues a conditional Satisfaction Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.

12 Risk

- 12.1 The issue of a Satisfaction Certificate and/or a conditional Satisfaction Certificate shall not:
 - 12.1.1 operate to transfer any risk that the relevant Deliverable or Milestone is complete or will meet and/or satisfy the Buyer's requirements for that Deliverable or Milestone; or
 - 12.1.2 affect the Buyer's right subsequently to reject all or any element of the Deliverables and/or any Milestone to which a Satisfaction Certificate relates.

Annex 1: Test Issues, Severity Levels

1 Severity 1 Error

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

2 Severity 2 Error

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

3 Severity 3 Error

- 3.1 This is an error which:
 - 3.1.1 causes a Component to become unusable;
 - 3.1.2 causes a lack of functionality, or unexpected functionality, but which does not impact on the current Test; or
 - 3.1.3 has an impact on any other Component(s) or any other area of the Deliverables; but for which, as reasonably determined by the Buyer, there is a practicable workaround available;

4 Severity 4 Error

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

5 Severity 5 Error

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

Annex 2: Satisfaction Certificate

To: **[insert name of Supplier]**

From: **[insert name of Buyer]**

[insert Date dd/mm/yyyy]

Dear Sirs,

Satisfaction Certificate

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

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

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

[We confirm that all the Deliverables relating to **[insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan]** have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

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

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

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of **[insert name of Buyer]**

Call-Off Schedule 14 (Service Levels and Balanced Scorecard) – Not Applicable

Call-Off Schedule 18 (Background Checks) – Not Applicable

Call-Off Schedule 20 (Call-Off Specification)

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

Summary of work

The Child Protection Information Sharing Service (CP-IS) is a system that alerts social workers when children who are subject to a child protection plan, or are looked after, present at an unplanned health setting.

Our research has shown that social workers do not see the benefits of CP-IS in the same way that health practitioners do and that the alerts and data matches can be a burden to local authorities.

User research is needed to establish the extent of the issues for social workers. DfE require support to help shape the solutions.

At present health practitioners receive useful information from CSC case management systems to help inform their interactions with children. Social workers receive a blank alert to advise of the interaction however there is a time burden on them to try and find out the details so they know if they need to act quickly.

The aim is to identify the issues CSC have with CP-IS and shape solutions that can be implemented by NHSE in 24/25.

Location

No specific location, e.g. remote working.

Working arrangements

The Department and supplier will agree a statement of work (SOW) which will contain the required outcomes, acceptance criteria and milestones alongside additional detail on the working arrangement, such as quality standards to be met by the supplier.

We expect day-to-day delivery to be governed by standard agile delivery techniques.

Why the work is being done

This work programme has come out of the recent report to parliament ‘Improving multi-agency information sharing.’ The discovery work completed for the report identified the potential for improvements to be made to the NHS England system, CP-IS, to enhance its usefulness for social workers and to reduce burdens on local authority (LA) business supports. These improvements aim to improve information sharing between LA children’s social care and health.

In our published report to Parliament on improving information sharing, improvements to CP-IS were highlighted as a quick way to improve information sharing between health and social care – protecting vulnerable children.

The plan is to complete discovery work to enable improvements to be implemented during financial year 24/25.

Problem to be solved

We want to understand more about the user experience of CPIS from the social care perspective. We have completed some discovery work on this previously, but on a small scale. The problems identified so far are below, but we want to understand this further and seek potential solutions.

At present the system is deemed to add burdens to both social workers who receive minimal information from health and the business support at LAs, as data needs to be cleansed and updated to ensure matches are made between the LA case management systems and NHS Spine.

Social workers receive an alert that a child on a child protection plan or who is looked after has attended an unplanned health setting, such as accident and emergency. However, these alerts do not give any detail to the social worker and seeking the information they need to plan next steps can take a long time to obtain.

Work done so far

A previous CP-IS discovery included user research which highlighted the issues social workers have with the system. For the report to Parliament, back office staff at the LAs were also spoken to and confirmed the burdens on them of data cleansing to ensure data matches are correctly made, freeing up social worker time to spend with families. This highlighted the issues, but we want to understand the extent of the burdens on social workers and business support and to identify potential solutions.

Security requirements

Baseline Personnel Security Standard (BPSS)

DfE requires all supplier staff to have Baseline Personnel Security Standard clearance – enhanced security requirements will be detailed in the SOW.

Work must be conducted securely in the United Kingdom.

Worker Engagement Route (including IR35 status)

Where the Buyer has assessed its requirement and it is for resource, the IR35 status of the Supplier Staff in Key Roles must be detailed in this Specification and, if applicable, in each Statement of Work.



Crown
Commercial
Service

Core Terms

1 Definitions used in the contract

Interpret this Contract using Joint Schedule 1 (Definitions).

2 How the contract works

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

3 What needs to be delivered

3.1 All deliverables

- 3.1.1 The Supplier must provide Deliverables:
- (a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
 - (b) to a professional standard;
 - (c) using reasonable skill and care;
 - (d) using Good Industry Practice;
 - (e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
 - (f) on the dates agreed; and
 - (g) that comply with Law.
- 3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

- 3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.
- 3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.
- 3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
- 3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.
- 3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
- 3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform

with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

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

4 Pricing and payments

- 4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.
- 4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).
- 4.3 All Charges and the Management Charge:
 - (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the Supply of Deliverables.
- 4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.
- 4.5 A Supplier invoice is only valid if it:
 - (a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
 - (b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
 - (c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).
- 4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.
- 4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

- 4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.
- 4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.
- 4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5 The buyer's obligations to the supplier

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

6 Record keeping and reporting

- 6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.
- 6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:
 - (a) during the Contract Period;
 - (b) for 7 years after the End Date; and
 - (c) in accordance with UK GDPR,including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.
- 6.3 The Relevant Authority or an Auditor can Audit the Supplier.
- 6.4 During an Audit, the Supplier must:
 - (a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and

- (b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.
- 6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.
- 6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - (a) tell the Relevant Authority and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:
 - (a) the methodology of the review;
 - (b) the sampling techniques applied;
 - (c) details of any issues; and
 - (d) any remedial action taken.
- 6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7 Supplier staff

- 7.1 The Supplier Staff involved in the performance of each Contract must:
 - (a) be appropriately trained and qualified;
 - (b) be vetted using Good Industry Practice and the Security Policy; and
 - (c) comply with all conduct requirements when on the Buyer's Premises.
- 7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.
- 7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.
- 7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.
- 7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8 Rights and protection

- 8.1 The Supplier warrants and represents that:
 - (a) it has full capacity and authority to enter into and to perform each Contract;
 - (b) each Contract is executed by its authorised representative;
 - (c) it is a legally valid and existing organisation incorporated in the place it was formed;

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

9 Intellectual Property Rights (IPRs)

- 9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:
- (a) receive and use the Deliverables; and
 - (b) make use of the deliverables provided by a Replacement Supplier.
- 9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.
- 9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.
- 9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.
- 9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- (a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
 - (b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10 Ending the contract or any subcontract

10.1 Contract Period

- 10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.
- 10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the contract without a reason

- 10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.
- 10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

- 10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan, within 10 working days.
- 10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:
- (a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
 - (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.
- 10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:
- (a) must give reasonable grounds for its decision; and
 - (b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.
- 10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a contract

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

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

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

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

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

10.5 When the supplier can end the contract

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

10.6 What happens if the contract ends

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

- (a) The Buyer's payment obligations under the terminated Contract stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.
- (d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.

- (e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.
 - (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).
- 10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.
- 10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:
- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
 - (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.
- 10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.
- 10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the contract

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

10.8 When subcontracts can be ended

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

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

11 How much you can be held responsible for

- 11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.
- 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.
- 11.3 No Party is liable to the other for:
 - (a) any indirect Losses; or
 - (b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:
 - (a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - (b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
 - (c) any liability that cannot be excluded or limited by Law;
 - (d) its obligation to pay the required Management Charge or Default Management Charge.
- 11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.
- 11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.
- 11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.
- 11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
 - (a) Deductions; and
 - (b) any items specified in Clauses 11.5 or 11.6.
- 11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12 Obeying the law

- 12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).
- 12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.
- 12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13 Insurance

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

14 Data protection

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

- (d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
- (e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15 What you must keep confidential

15.1 Each Party must:

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

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

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

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

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

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

(e) under Clauses 4.7 and 16.

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

16 When you can share information

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

17 Invalid parts of the contract

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

18 No other terms apply

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

19 Other people's rights in a contract

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

20 Circumstances beyond your control

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

- (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

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

21 Relationships created by the contract

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

22 Giving up contract rights

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

23 Transferring responsibilities

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

24 Changing the contract

- 24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.
- 24.2 The Supplier must provide an Impact Assessment either:
 - (a) with the Variation Form, where the Supplier requests the Variation; or
 - (b) within the time limits included in a Variation Form requested by CCS or the Buyer.
- 24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:
 - (a) agree that the Contract continues without the Variation; or

- (b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
 - (c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).
- 24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.
- 24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.
- 24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:
 - (a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected the Supplier's costs.
- 24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.
- 24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25 How to communicate about the contract

- 25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.
- 25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.
- 25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.
- 25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26 Dealing with claims

- 26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.
- 26.2 At the Indemnifier's cost the Beneficiary must both:
 - (a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
 - (b) give the Indemnifier reasonable assistance with the claim if requested.
- 26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which can not be unreasonably withheld or delayed.

- 26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.
- 26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.
- 26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.
- 26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:
 - (a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
 - (b) the amount the Indemnifier paid the Beneficiary for the Claim.

27 Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during any Contract Period:
 - (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
 - (b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 27.2 The Supplier must during the Contract Period:
 - (a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
 - (b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
 - (c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.
- 27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:
 - (a) been investigated or prosecuted for an alleged Prohibited Act;
 - (b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
 - (d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.
- 27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

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

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

28 Equality, diversity and human rights

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

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

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

29 Health and safety

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

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

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

30 Environment

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

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

31 Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

- (a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

- (b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.
- 31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
- (a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - (c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
 - (d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32 Conflict of interest

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

33 Reporting a breach of the contract

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:
- (a) Law;
 - (b) Clause 12.1; or
 - (c) Clauses 27 to 32.

- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34 Resolving disputes

- 34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.
- 34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.
- 34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
- (a) determine the Dispute;
 - (b) grant interim remedies; and/or
 - (c) grant any other provisional or protective relief.
- 34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.
- 34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35 Which law applies

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



Travel and expenses policy

December 2022

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Summary

This is the DfE's full [travel and expenses](#) policy, including guidance on travel, subsistence, entertainment and hospitality, gifts and other [expense claims](#).

1.1 Introduction and general principles

1.1.1 Welcome to the Department for Education travel and expenses guidance, which sets out the principles, rules and procedures relating to bookings and claims for all expenses incurred by DfE staff, Ministers, and Special Advisers while delivering departmental business.

1.1.2 The key aims of this guidance are:

- to set out the department's policy in relation to business travel and expenses
- to clearly state the types of expenditure that can and cannot be reimbursed
- to define the process for claiming expenses
- to ensure reasonable standards of service whilst achieving value for money (VFM).

1.1.3 The Civil Service Code states that civil servants must "make sure public money and other resources are used properly and efficiently." [The Civil Service Management Code](#) sets out specific guidance on the principles that all departments should apply to expenses -

- S 8.1.2a: "Departments and agencies must reimburse staff only for expenses which they actually and necessarily incur in the course of official business;" and
- S 8.1.2c: "Departments and agencies must ensure that their rules provide for claiming recompense, including verification and authorisation."

1.1.4 The following principles build on the Management Code and should be applied irrespective of the type of expense involved:

- only costs which are necessary and additional to normal daily expenditure should be reimbursed
- departments will reimburse actual costs only (within limits to be agreed by each department)
- expenses should be receipted and independently approved
- audit processes should be in place to review claims based on risk, quantity, nature of expense, or random selection

- policies should not cover every eventuality and departments should manage reimbursement by exception rather than by reference to entitlements
- claims should include a clear business reason where travel is other than standard class
- line managers should oversee the frequency of travel and associated expenses.

1.1.5 DfE is responsible for meeting the cost of travel by its staff on official business – this means any travel necessary for an employee to undertake their duties, including training courses.

Travel on official business does not include:

- travel between an employee's home and normal (permanent) place of work
- travelling to a DfE sports day venue
- any other travel that is not necessary in the performance of the duties of employment e.g. volunteering.

1.1.6 All staff are responsible for ensuring no unnecessary costs are incurred and that DfE receives good value in its use of public funds. When incurring expenditure of any type, you must be mindful of what a member of the public would regard as reasonable, to minimise the opportunity for adverse media.

1.1.7 Staff should not use departmental resources or public funds to travel over a weekend, where there is no clear business need. For example, travelling on a Saturday when your official business does not start until Monday. This also extends to periods of annual leave taken during the week, on either side of official business. Any such travel will become a personal benefit and may incur a tax liability.

1.1.8 You should also consider the requirement for transparency relating to travel and expenses expenditure through Freedom of Information requests (FOI's), Parliamentary Questions (PQ's) and other publication rules, including:

- the quarterly publication of Board members' expenses on our external website
- FOI's and PQ's on expenses incurred by officials and Ministers in the performance of their duties, including hospitality, social events, and travel
- high profile media comments on events that may be deemed non-departmental business e.g. away-days.

1.1.9 Any expenses claimed in relation to [Workplace Adjustments](#) should comply with HR policy. It must be agreed with your line manager and a copy of the agreement should be attached to support your claim.

1.1.10 If you have any doubt how the requirements detailed in this guidance apply, please seek advice from the [Advice and Action Centre](#) before any costs are incurred.

1.1.11 Any exceptions to the requirements set out in this guidance must be agreed in writing with your line manager and contain the business reason for the deviation from departmental rules. Without appropriate approvals, the department will seek to recover monies claimed.

1.1.12 Travel and expense claims for Ministers and Special Advisers should also follow the principles in this manual as far as possible. Claims made outside this policy will only be allowed where they can be shown to be within relevant provisions of the Ministerial Code or Code of Conduct for Special Advisers (available from the Cabinet Office website). More information can be found in [Annex A](#).

1.1.13 If you become aware of actions by others which you believe conflict with the Civil Service Code, you should report this to a line manager. If you do not wish to raise your concern with them, you should follow the [whistleblowing guidance](#) on the HR intranet pages.

1.2 Key questions

1.2.1 The department is committed to reducing the environmental impact of business travel by its employees as part of its Corporate Sustainability and Climate Change Strategy. Staff should consider whether there are any practical and or sustainable alternatives to travel.

1.2.2 Before taking the decision to incur any costs, either for pre-paid booking (e.g. rail tickets, hotel rooms) or expenses (e.g. taxi fares, subsistence payments), you should carefully consider the following:

- Do I need to make this journey?
- Am I using the most sustainable method of transport?
- Do I need to attend the meeting in person, or can I make use of smarter working tools e.g., Microsoft Teams?
- If I must travel, how can I make the most out of this journey? For example, can I schedule other meetings with colleagues at that location on the same day?

- If I must travel, have I taken all reasonable steps to minimise the costs I will incur? For example:
 - can I travel off-peak?
 - have I considered a split rail ticket?
 - can I book an advance ticket?
 - do I need to stay overnight?

Have I used the correct combination of Cost Centre and Activity codes for my travel claims, to ensure the costs are charged against the correct business budget?

1.3 Roles and responsibilities

1.3.1 *As claimant*

- You must ensure your business travel arrangements comply with the requirements set out in this guidance before making a booking or incurring any costs. Any exceptions to this must be discussed with and approved by your line manager in writing before making any arrangements.
- You are responsible for the cost of daily travel (commuting) between your home and your normal (permanent) place of work.
- All losses made by the department, including those relating to cancelled or unused travel and hotel bookings that cannot be refunded in full, must be recorded as part of the losses and write-off process. Further details are set out at 1.6 below.

1.3.2 *As line manager*

- You are expected to adhere to the requirements set out in this guidance, as all expenditure is met from your divisional budget.
- You have a responsibility to check and approve all expenses incurred by your member of staff and you must ensure claims and/or bookings are made in accordance with the policy.

- You must check copies of all attached receipts and confirm the details match the claim being submitted.
- By exception, where a receipt is not available, you must provide written approval for valid claims. This must explain why the claim was accepted without evidence and should be attached to the claim in Workday.

Where errors are identified with a claim, you must:

- send the expense claim back to the individual
- where a claim has been approved and paid, take action to recover any monies that have been incorrectly claimed
- monitor future claims of staff who may not have complied with the policy; and

take further/disciplinary action where necessary.

1.4 Claims

1.4.1 Reimbursement of travel and subsistence are made via Workday. You should make your claim within 30 days of incurring the expense. Any claims submitted more than 90 days after they are incurred will be declined. Workday has been configured to enforce this rule by stopping such claims from being submitted for payment.

This action has been implemented following a Government Internal Audit Agency (GIAA) review and a recommendation for tighter controls on departmental expenses processes.

There may be exceptional circumstances where late submission of expense claims is unavoidable e.g., parental leave or long-term sickness. In these instances, staff will need to raise a query via the [Advice & Action Centre](#).

1.4.2 You should scan or photograph all receipts and supporting documents to ensure an electronic copy is available. This evidence must be retained for three years for audit purposes. Without receipts your claim can be refused. Where you have mislaid or been unable to obtain a receipt, you must ensure your line manager has provided written approval to claim an unreceipted expense and attach this to your Workday claim.

1.4.3 Although Workday keeps a copy of all receipts uploaded to the system, this does not negate an employee's responsibility to retain a personal copy.

1.4.4 All expense claims are subject to audit checks by the department's Tax & Expenses compliance team. The department will seek to recover expense payments which are non-compliant with policy.

1.4.5 Responsibility for the accuracy of claims rests with the claimant and approver.

1.5 How to make a claim

1.5.1 You are expected to use DfE travel and related expenses contracts where possible, to minimise both your own out-of-pocket expenses and take advantage of negotiated discounts.

1.5.2 All expenses must:

- comply with this policy
- include itemised receipt(s) as evidence of expenditure; and
- be claimed within 90 days

1.5.3 Staff are not required to deduct normal home to office costs when making claims for expenses incurred whilst on official business.

1.5.4 Staff expenses are claimed in Workday self-service via the Expenses worklet. Take care to use the correct expense item for the type of expenditure you are claiming.

1.5.5 Guidance on how to complete a claim can be accessed via the [Workday Hub](#).

1.6 Losses and write-offs

1.6.1 The department has a specific policy to report and account for public funds that must be written off as losses. Staff are responsible for identifying any losses to the department and promptly declaring them as per guidance. If you do not use, only partly use, exchange your ticket, or fail to collect a non-refundable ticket, the department may incur a loss, depending on the cancellation policy. Similarly, any hotel booking which is paid for but not used and not refundable may incur a loss. In such cases, you must write-off the cost, including any associated administration or cancellation fee as a fruitless payment.

1.6.2 You will need to follow the [online guidance](#) and complete a Losses & Write-Off Notification Form. The completed form should be sent to the [Losses and Special Payments mailbox](#) for consideration and approval by a member of the team.

2.1 Travel expenses

2.1.1 The department's travel contractor is CTM (Corporate Travel Management (North) Ltd). All staff must use their services for business travel needs, e.g. rail, air and sea travel, and hotel accommodation. Bookings should be made via CTM's online self-booking tool (Lightning). You will need to have a user account created before you can use Lightning. New accounts are created by logging a request via [IT Service Portal](#). Once your account has been set up, you can access your Lightning account through the [Smart Portal](#).

2.1.2 Purchasing all rail and air tickets through CTM helps secure and improve the discounts DfE has with this contractor. CTM also provides a higher level of associated services, such as auto-cancellation of tickets booked but not collected at Fast Ticket machines. They also make alternative arrangements for you if your hotel makes an error with your booking. CTM provides full travel management information to enable us to answer PQs and FOI requests quickly and accurately.

2.1.3 You may book travel items independently where this provides better VFM. In making a VFM judgment, your independent booking should be at least 1.5% cheaper than the CTM alternative, as we will be foregoing the central discount offered on all bookings made through CTM. You must be able to evidence the savings- take a screenshot of the comparable prices quoted by CTM in Lightning on the day you purchased the alternative travel bookings. If you book independently and encounter problems with the booking, you must deal with the consequences yourself.

2.1.4 The department recommends using a personal credit card to pay for any tickets and hotel bookings purchased outside of Lightning, due to the additional cover provided. For pre-booked tickets outside of Lightning, you can claim reimbursement in the usual way for out-of-pocket expenses through Workday. If you must purchase tickets directly at the station, you must retain and scan your receipts. An explanation for not booking travel in advance, along with your line manager's approval must be submitted with your expense claim.

2.1.5 Any general problems with the Lightning service provided to DfE should be raised directly with CTM.

For help using the Travel Service, Bookings, or urgent issues:

Contact CTM (the contractor for Lightning) directly with any questions and queries, using the form on the Lightning website under the 'Feedback Hub'.

If you encounter any error messages while making bookings, please screenshot the message(s) and send to CTM's Technical Support team: eu.bsu@travelctm.com

You can also call 01274 726424 and select the relevant option.

Hotel queries & bookings: North.hotels@travelctm.com (Option 1)

UK domestic rail: North.Rail@travelctm.com (Option 2)

Flights/Eurostar/Eurotunnel/International Rail/Ferries etc: North.air@travelctm.com (Option 3)

Group Bookings: North.groups@travelctm.com (Option 4)

For any other contractual problems, or if CTM is unable to help, please contact the DfE Travel Contract Management Team [REDACTED] (please ensure that the subject field of the email starts with the words “**Travel query**”).

2.1.6 Where travel arrangements are outside the policies set out below, or under an exception as noted in paragraphs 2.2.2 and 2.2.3 below, your line manager must approve the specific arrangements before travel. You can find an approval form template at [Annex B](#).

2.2 Travel on official business

Rail travel

2.2.1 You must ensure your personal profile within Lightning is set up correctly, so that copies of your bookings are sent to both your line manager and the department's central [booking confirmation](#) mailbox.

This ensures that your line manager has oversight of your travel arrangements and removes the need to retain evidence of approval for bookings made within policy. Additionally, it ensures the T&E team have access to all travel confirmations and can undertake monthly audit checks to ensure your travel complies with policy.

2.2.2 When travelling by rail you should always use the most cost-effective option, preferably pre-booking your tickets to travel on specific (timed) trains, as these are often the cheapest.

You can book an anytime ticket if you are unsure what time your official business will finish, or where this is the cheapest option. Otherwise, you should still book a restricted (advance or set time) ticket for your outward journey where this is the cheaper option.

If you book a ticket other than an advance standard ticket, you must obtain your line manager's written approval. Use the drop-down options box on Lightning indicating the reason.

2.2.3 Exceptionally, first-class travel can be booked if one or more of the following applies:

- where disability or a workplace adjustment means that you would not be able to secure suitable facilities in standard class
- if there are security concerns – e.g. a significant risk of unwarranted attention from the Press or public
- where the overall cost of the first-class ticket is less than the overall cheapest ticket for standard class. If applicable, you must keep evidence of the relevant price comparisons (such as a screen shot from the booking page) for audit purposes.

2.2.4 If you require a wheelchair space when travelling via rail, you should specify this when making your booking in Lightning. When you have purchased your ticket, contact CTM on 01274 726424 providing your travel details. CTM will contact the rail operator on your behalf to secure this space (if available) and confirm with you via telephone this has been booked. On request, CTM can also arrange further assistance at stations on the outward and return journeys. This applies to all disabilities.

Underground (Oyster cards/Contactless payment)

2.2.5 Underground tickets can be purchased through Lightning as part of a rail booking. Staff or teams who make regular trips to London should consider using an Oyster card or contactless payment method as this is a cheaper alternative to individual travelcards or underground tickets. Journey statements are available and must be submitted with the claim for reimbursement through Workday, detailing the reason for travel.

2.2.6 If using a personal 'pay as you go' Oyster card for business travel, you can only claim for the actual journey and not the value of the top-up. Journey statements confirming the route and cost are available by [registering](#) your Oyster card and must be attached to your expense claim.

2.2.7 Transport for London also offer a 'contactless payment' using your credit/debit card. You can create an account on the [TfL website](#).

Railcards

2.2.8 If your role requires you to frequently travel on departmental business and you are eligible for a railcard (Senior, Disabled Person, Veteran, 16 – 25, or 26 – 30), you can reclaim the cost of a one-year railcard via Workday. You must complete a [business case](#) demonstrating the combined cost of the railcard and discounted fares on future business travel provides an overall saving for the department. The saving

should be compared to standard fares and the actual cost of discounted fares you would receive for your normal business travel, when booked through Lightning.

2.2.9 Line managers must consider each request on a case-by-case basis, only approving where clear savings can be made and there is a business need for this additional cost. Approval for each business case must be given prior to an expense claim being submitted. Both the claimant and line manager are responsible for ensuring the approved business case is attached to the claim and a local copy is retained for audit purposes.

2.2.10 Staff must use the railcard for all eligible business travel to guarantee the department receives the greatest saving possible. They should ensure they are carrying the railcard prior to the start of their journey, so it is available for inspection when requested. Failure to do so will result in the member of staff having to purchase a new travel ticket.

2.2.11 The reimbursement of a railcard is a taxable expense which the department will meet on your behalf.

2.2.12 To ensure the correct tax treatment is applied you must:

- select the 'Railcard' expense item within the 'Business Travel and Other Costs' expenses item group in Workday.
- provide confirmation of the type of railcard purchased in the 'Reason for Claim' field.

Compensation from rail companies

2.2.13 Staff may be able to claim compensation if their train was delayed or cancelled. It is the responsibility of an individual to contact the train operator to make a claim. Any compensation paid to staff is for shortfalls in the delivery of a service paid for by public funds, not an individual. Any compensation received must be declared and paid to the department. You should notify your line manager if you receive compensation for any business journey. To arrange repayment, you must contact [Advice and Action Centre](#).

Taxi travel

2.2.14 Use of taxis is not an entitlement and official journeys should normally be made by public transport, particularly in London.

2.2.15 Taxi travel is often expensive, so claims may only be made in limited circumstances. Acceptable reasons for using a taxi include:

- where no suitable public transport is available, especially when travelling early in the morning or late at night before public transport starts or is running regularly
- as part of an agreed reasonable adjustment
- where you have heavy luggage to carry
- if it is more important you save official time
- where you are in an unfamiliar location and uncertain of public transport
- where you are concerned about your safety
- if a taxi is shared, and the combined cost of public transport is greater.

2.2.16 Where possible, you should let your line manager know if you intend to use a taxi and obtain written approval beforehand. You will need to provide your reasons and include the names of any colleagues sharing the taxi when you make your claim. Where prior written approval has not been obtained, you must secure retrospective approval by email from your line manager. Remember to scan and retain a receipt for submitting with your claim.

2.2.17 Taxi fares should be claimed in Workday using the appropriate 'Taxi Fares' expense item. Any tips given, cannot be claimed.

2.2.18 When staying at a hotel on official business, taxi fares will only be reimbursed for official trips e.g., between the hotel and the temporary workplace or the station. Taxis for personal use cannot be claimed.

Travel between home and usual place of work

2.2.19 Taxi fares may be reimbursed between home and your usual place of work if you are concerned about your safety and the journey is made before 6:30am or after 9pm.

These journeys may be liable to tax which will be met by the department, through your local cost centre. When claiming on Workday you must select the 'Taxi Fare – UK' expense item. You must include the words '**Taxi – Unsocial Hours**' in the 'Reason for Claim' field.

2.3 Hire cars and private cars

2.3.1 The following order of priority must be followed when travelling on official business:

- public transport

- hire car
- private car

2.3.2 Before deciding whether to travel by car you must read the guidance on the use of hire and private cars (see [Annex C](#)). This details when you can use these options and the considerations you must make.

2.3.3 If you need to travel by car there are strict criteria when a hire car or a private car can be used. These take account of VFM and environmental impact. You must ensure you meet the necessary criteria before you use a hire or private car for business travel.

Mileage Allowance

2.3.4 This is payable where it is appropriate to use your car for departmental business and there is a benefit to the department. The full range of VFM options must be considered before using your car. The allowance covers the full cost of your journey, including fuel.

2.3.5 Staff are not required to deduct home to office costs when making claims for expenses incurred whilst on official departmental business.

2.3.6 However, when travelling to a location which is within 10 miles of your permanent office location, you can only claim for the additional mileage travelled over your normal home to office commute.

3.1 Accommodation and subsistence expenses

3.1.1 Subsistence expenses may be claimed on an actual cost basis, within the limits set out in this document. Travelling on official business does not automatically make you eligible for accommodation or subsistence payments.

- Claims for subsistence are intended to contribute towards the additional food and drink costs associated with working away from your normal place of work on official business. Actual costs incurred can be claimed, within the limits set out below.
- For audit purposes, receipts must be retained with a copy of your claim for three years. Receipts should have itemised costs and must evidence all expenditure. By exception, if a receipt is not available you will need specific approval from your manager to claim. You must include the reason for not providing a receipt on the relevant claim line in Workday. Staff who repeatedly fail to obtain a receipt must have the expense claim rejected.
- If you are provided any meals whilst on official business, you should reduce your maximum claim as appropriate.
- All subsistence limits are mandatory and cannot be exceeded.
- A meal is defined as a combination of food and drink. **No reimbursement will be made for the purchase of alcohol.**
- Where an employee pays for a meal for multiple members of staff, they must only claim for their portion of the costs. For example, where multiple employees travel on official business and choose to eat at the same restaurant, which results in one bill being presented. Each employee must retain a copy of the receipt and only claim for their portion of this bill, even where the total expense claim is within departmental limits.

3.2 Subsistence categories and limits

Period of absence from normal workplace (and no food provided)	Receipted actuals up to a limit of
Over 5 hours	£5.00
Over 10 hours	£10.00

Over 12 hours	£13.80
Over 24 hours (breakfast included with the accommodation tariff)	£21.25

- If breakfast is not included with overnight accommodation, an additional £5.00 can be added to the 24-hour allowance for the cost of breakfast.
- An additional £5.00 can be claimed for breakfast, if the official journey starts before 6.00 am and is part of an overnight stay.
- If you are away from home for more than 24 hours and are staying with friends or family, you can only claim up to £21.25 receipted actuals for lunch and an evening meal.
- Where the period of absence exceeds 24 hours but does not justify a further overnight stay, day subsistence can be claimed if the qualifying conditions are met.

3.2.1 Your period of absence is your actual time away from the office on official business. If you travel directly from home without calling at your permanent office first, your period of absence is the time you are away from home, less your normal commuting time.

3.3 Day subsistence

3.3.1 To be eligible to claim meals, your destination must be at least 10 miles from your permanent workplace, and you must:

- be on official business and incur the costs during this period
- be away from your permanent workplace for over 5 hours
- not have meals provided (e.g., a buffet or working lunch)
- retain receipts

3.4 Overnight subsistence

3.4.1 To claim overnight subsistence, your destination must be beyond reasonable daily travelling distance. This means you need to travel the night before you start work, or you cannot reasonably expect to get home the same night you finish work.

3.4.2 Overnight subsistence payment covers a 24-hour period starting from the time your official journey starts. If meals are provided free, no claim should be made for that meal. Where the period of absence exceeds 24 hours but does not justify an overnight stay, day subsistence may be claimed if applicable.

Incidental expense allowance

3.4.3 Incidental overnight expenses are payable up to a maximum of £5 per night spent away from home and are to cover any additional costs incurred. Such costs may include purchasing a newspaper, use of the internet at the hotel where this is not included in the booking, or laundry. This does not include the cost of food or drink- these costs should be included in your meals claim.

Although such costs do not need to be receipted, claims must only be made for actually incurred additional expenditure, and a description of what was purchased must be included with the claim in Workday. Claims which do not provide this level of detail must be rejected by the line manager.

3.5 Subsistence when working late

3.5.1 The subsistence allowance for late working in the office (later than 9pm) is up to £10 (with line manager prior approval). This expense is taxable and must be claimed on the 'Working Late- Subsistence' template in Workday. You are not permitted to claim food or drinks for out of hours working, including weekends.

Examples of subsistence claims

Example 1 – attending a one-day meeting

Chelsea works in Sheffield and travels to London for a meeting. She leaves home at 07:00 and returns at 19:00 (12 hours). Her normal commute is 30 minutes each way. She will be absent for 11 hours (less normal commute) and her day claim should not exceed £10.00.

Example 2 – day subsistence at the end of overnight subsistence

Penelope works in London and travels to Newcastle on official business. She leaves home at 06:00 on Tuesday and returns at 19:30 on Wednesday. Her normal

commute is 30 minutes each way. The 24-hour cycle begins at 06:30 on Tuesday and ends at 06:30 on Wednesday. Day subsistence can be claimed from 06:30 to 19:00 (12½ hours, less normal commute) on Wednesday and her day claim should not exceed £13.80.

Example 3 – when your rail ticket contains entitlement to refreshments

Yinka leaves Sheffield to travel to a non-departmental site and is absent for over 12 hours. The 12-hour maximum entitles her to claim £13.80, but for breakfast she uses a voucher which came with the train ticket. This means she can only claim a maximum of £8.80 (£13.80 less £5.00).

Example 4 – claiming overnight subsistence

George works in Darlington and travels to Manchester for training. On Wednesday he leaves home at 07:00 and returns at 12:00 on Thursday. His normal commute is 10 minutes each way. The 24-hour cycle begins at 07:10 on Wednesday and ends at 07:10 on Thursday.

A buffet was provided during training, and breakfast was provided at the hotel the following morning. He can claim up to £16.25 (£21.25 less £5.00 for the buffet) on Wednesday. Since the balance of time on Thursday is 4 hours 50 minutes, he cannot claim day subsistence.

Example 5 – claiming overnight subsistence and day subsistence

William works in Bristol and travels to Birmingham for a conference. On Monday he leaves home at 05:30 and returns at 19:30 on Tuesday. His normal commute is 20 minutes each way. The 24-hour cycle begins at 05:50 on Monday and ends at 05:50 on Tuesday. He purchases lunch at the destination and an evening meal at the hotel on Monday.

The following morning breakfast is provided at the hotel, he purchases lunch at the venue, and a further meal on the train home. He can claim up to £26.25 (£5.00 due to leaving before 6am, plus £21.25) on Monday. The balance of time on Tuesday is 13 hours 20 minutes, so he can claim a maximum of £13.80.

3.6 Overnight accommodation

3.6.1 All hotel accommodation should be booked via [Lightning](#). Before you can use this booking tool, you need to register for an account through the [IT Service Portal](#).

3.6.2 You must ensure your Lightning profile includes your line manager's email address. This ensures your line manager has oversight of your accommodation arrangements for audit purposes.

3.6.3 The T&E Team will receive details of all hotel confirmations direct from Lightning and will use these as part of the audit checks to ensure your booking complies with policy.

3.6.4 Hotel stays are a significant cost for the department. Bookers are responsible for ensuring no expenses are incurred unless they are necessary. In considering the business need to book overnight accommodation, you must:

- not book accommodation when the journey is within daily travelling.
- not book accommodation which is not essential (for example, using Microsoft Teams instead of travelling).
- consider other events being held at the time of your stay as they can increase the price of accommodation and other charges.

Hotel Rates

3.6.5 Standard DfE limits are:

- London- £150.00
- Elsewhere in UK- £100.00

3.6.6 No accommodation costs can be claimed if you chose to stay with friends or family rather than a hotel.

Approval for exceptional bookings

3.6.7 Ensure all options have been considered before travel is arranged, including options such as the use of technology. Hotels booked through Lightning cannot exceed the limits set out above. For hotels in the London area, all bookings over the £150.00 limit will need written approval from your Deputy Director (DD).

For hotels elsewhere in the UK, bookings over the £100 limit will need written approval from your DD.

3.6.8 If you have exhausted all possibilities within the policy limits you must:

- request email approval for the overspend from your DD. Provide them details of the searches made and costs available for the dates required.

- once approval has been received, forward this to [REDACTED].
- Please include hotel details, employee number, Cost Centre, and dates required with costs. Please ensure that the subject field of the email starts with the words “**Travel query**” to enable the team to send your query to the appropriate person for response.

The request will be forwarded to the CTM hotels team and confirmation sent to the booker, to check details and any further liaison required with the travel company. Please ensure you allow adequate time to include this process when booking hotels, especially in the London area to avoid potential disappointment.

Please note, you may have to wait up to four working hours for the booking confirmation once the CTM hotels team have received the relevant approval. Emails to CTM are monitored during office working hours: Monday to Friday, 08:00 to 18:00. If you urgently need a response, then you can call CTM on 01274 726424 to confirm your booking requirement.

A preference for a particular hotel or chain is not sufficient reason to exceed the price limit unless related to a reasonable and necessary requirement, for example disability access.

Accommodation expenses close to your place of work

3.6.9 Any expense claims (or bookings using Lightning) for a hotel stay close to your normal place of work are taxable and the employee will be liable for the tax. Anyone booking accommodation in these circumstances must contact the [Advice and Action Centre](#) to discuss your circumstances if you are impacted.

Minimum hotel standards

3.6.10 The Crown Programme hotel standards are:

- standard Double/Twin or Single room for single occupancy
- en-suite facilities including shower or bath
- Bed & Breakfast (BB) and Room Only (RO) board basis available
- rooms guaranteed for late arrival
- free cancellation up to 2pm on day of arrival for most bookings (some properties require a longer cancellation notice period).

Staff must check all descriptions and information made available on Lightning, or through the offline service that the rate chosen contains the cancellation policy required.

3.6.11 In addition, the department expects that:

- the hotel is a minimum of 3* rating
- city hotels should have good access to public transport
- breakfast should be included as part of the package provided
- if an individual arrives late, the hotel should have provision to provide a hot meal
- room service is available (charges may be applied).

Cancellations

3.6.12 Individuals should ensure they fully understand the cancellation terms and conditions before booking a hotel room to minimise penalties. Most hotel bookings can be cancelled online by logging onto Lightning and selecting *My Bookings* to view the relevant booking. You will need to select 'Cancel Booking' to begin the cancellation process and follow instructions to complete the procedure. Staff should also contact CTM directly either by phone (01274 726424) or by email- North.hotels@travelctm.com to confirm cancellation.

Late cancellations and non-arrivals

3.6.13 The department incurs costs for late cancellations or failures to arrive. DfE is required to ensure the correct accounting procedures are followed to record any such instances as write-offs. Further guidance can be found through [losses and write-off guidance](#).

No reservation?

3.6.14 You must check your confirmation email prior to travel to ensure all booking details are correct. You need to take this with you as it contains the 24-hour emergency phone number for CTM Travel. If you arrive at your hotel and the hotel has no booking for you, CTM will ensure you are provided with a satisfactory room overnight and payment made to the hotel the following day. Consider contacting your

hotel on the morning of your booking, to confirm the booking has been made for you as originally applied for through CTM.

3.6.15 All hotel accommodation is charged and paid upon booking. If you are asked to pay on arrival or on departure, you must contact CTM immediately on 01274 726424 for clarification, prior to payment.

3.7 Emergency travel and subsistence

3.7.1 If an incident affecting a DfE site impacts a large number of staff, the local Silver/Bronze team may coordinate the booking of travel and accommodation for affected staff to ensure they can get home. Call the DfE Incident Information Line for details, 0800 121 4248 or check gov.uk.

3.7.2 Some examples of incidents where emergency travel and subsistence requirements may apply include:

- the immediate evacuation of a DfE building or a venue being visited, with no chance of re-occupation of the building/venue that day resulting in staff being unable to collect personal belongings left inside.
- significant disruption to major public transport routes (e.g., mainline train services), resulting in travel being suspended. In this example, disruptions affecting local bus services would not be applicable unless a particular route was the only one available for a member of staff or the disruption would result in a significant increase in their travelling time.
- the sudden onset of severe weather resulting in significant disruption to public transport routes and travel being suspended.

Making travel and hotel arrangements

3.7.3 Where practicable, travel and accommodation should be booked through the approved routes outlined in this guidance. You should obtain written line manager approval before making any arrangements, even in emergency situations. If circumstances make this impractical, you must obtain retrospective written approval from your line manager for all expenditure and claims made.

3.7.4 When making emergency travel and accommodation arrangements, you should note the following:

- travel bookings – seek line manager approval for bookings or ticket purchases made independent of CTM
- hire car bookings - all emergency hire car bookings require line manager approval

3.7.5 If CTM cannot find a hotel, staff may book their own accommodation within the cost parameters set out at 3.6.5. Bookings exceeding the set limits for hotel accommodation, either through Lightning or self-booked, must have prior line manager approval.

Subsistence in emergency circumstances

3.7.6 Subsistence costs incurred due to using the arrangements above (e.g. for hotel stays, meals, taxis) can be claimed back using the usual expenses procedures, subject to the normal subsistence limits set out at 3.2.

3.7.7 If you are ill, but do not expect to be unfit for long enough to justify returning home, you may continue to claim overnight subsistence. This also applies if a doctor certifies you are too unwell to travel. If you are so ill that you need to go to hospital, you may claim any extra expenses incurred in being taken ill whilst away from home with your manager's approval.

3.8 Miscellaneous expenses

3.8.1 Miscellaneous office expenses must not be claimed as travel or subsistence costs in Workday.

3.8.2 This includes claims for compensation for loss or damage to personal effects whilst in the workplace or on official business. Claims for these items are taxable. If in doubt, please raise a query via the [Advice and Action Centre](#) before submitting a claim.

3.8.3 The department will not pay any penalty charges or administration fees, such as parking or speeding fines, or any other such charges.

4.1 Working lunches and official entertainment

4.1.1 A working lunch or the provision of refreshments at departmental offices are only allowable if all the following circumstances are present:

- the meeting includes external attendees who are not Civil Servants, including contractors and non-executive board members
- the meeting cannot reasonably be held at any other time of day and substantially takes place between 12:00-14:00

4.1.2 Line managers are responsible for justifying the expenditure if challenged and should ensure that meetings are not timed solely to justify working lunches.

4.1.3 In-house restaurant facilities should be used for working lunches, unless it is better VFM to use an external supplier. Procedures for ordering in-house working lunches can be found through the [book hospitality and refreshments](#) page.

4.1.4 The maximum spend per attendee is £10 including VAT status.

4.1.5 Working lunches provided to staff either at or within 10 miles of their home office are taxable. Where an event is held in such circumstances, meeting details including attendees should be noted as this will be requested for audit purposes. If unsure, please contact the [Advice and Action Centre](#).

4.2 Official entertainment

4.2.1 Entertainment at public expense is subject to a high level of public scrutiny and personal accountability. You must take care to ensure that your actions do not leave you, your colleagues, or the department liable to criticism. Official entertainment should only be used on rare occasions. Expenditure should be kept as low as possible, consistent with the occasion and standing of the guests.

4.2.2 Hospitality at public expense is generally a lunch or dinner. Drinks in isolation do not qualify for reimbursement. Only functions with external guests present are allowable.

4.2.3 If you attend a lunch or dinner, your attendance should be because this is a necessary requirement - there should be no element of reward to you in attending a function. The number of DfE staff in attendance must not exceed the number of visiting guests.

4.2.4 The provision of hospitality can only be authorised by Senior Civil Servants (SCS). The maximum cost of hospitality for external guests is £26.50 per head for lunch or £35 per head for an evening meal. Alcohol should not be purchased, and the cost of any alcoholic drinks cannot be reclaimed.

4.2.5 Hospitality must be recorded in the gifts and hospitality register to confirm the purpose of the entertainment and the names of the attendees. Full guidance can be found through the [official hospitality, gifts and entertainment](#) page.

4.3 Awaydays and team-based training

4.3.1 Expenditure on away days or team-based training is allowable, but any event must have clear work-related training content. Refreshments should not be provided. Where a hiring venue is based on a standard package that includes refreshments for delegates, please contact the [Advice and Action Centre](#).

4.3.2 Expenditure is not allowable on any event that does not substantially consist of work-related training content. If you are unsure if an event is allowable, you should contact the [Advice and Action Centre](#) before incurring any expenditure.

4.4 Expenditure on official gifts

4.4.1 Using public money to purchase any gifts should only be considered in exceptional circumstances. The cost of such gifts should involve only modest expense. Further details can be found on the [official hospitality, gifts and entertainment](#) page.

4.4.2 Items purchased as a reward for specific work achievements are not permitted.

5.1 Different working arrangements

5.1.1 The department has various working arrangements, some of which have tax implications. In most instances, the department will meet these additional tax and National Insurance liabilities. However, there may be exceptions where the employee will be expected to pay these additional costs.

5.2 Remote working arrangements within the department

5.2.1 The term 'remote worker' relates to an individual's role rather than their working arrangements or preferences. Further details on remote working can be found on the [HR intranet site](#).

5.3 Remote workers

5.3.1 Remote workers are employees in roles where their home is used as a work base.

5.3.2 Travel can be claimed for business journeys made between home and the workplaces you are required to visit.

5.3.3 Subsistence can be claimed while travelling on official business where this is more than 10 miles from your home.

5.3.4 Further information on any additional costs which may be incurred can be found on the [HR intranet site](#).

5.4 Territorial workers

5.4.1 Territorial workers have a permanent office base, but their role requires them to spend around 50% of their time working away from DfE offices. For example, visiting stakeholders or educational establishments. Further guidance can be found on the [HR intranet site](#).

5.4.2 Territorial workers cannot claim expenses or book travel using Lightning between home and their office base. All travel and expenses claims should be made in accordance with the rules set out in this document.

5.5 Flexible homeworking

5.5.1 Flexible homeworkers have an office base but may occasionally work from home due to their circumstances or preference. Further guidance on the department's flexible working arrangements can be found on the [HR intranet site](#).

5.5.2 Employees who choose to work from home are not entitled to any expenses for travel between their home and office base or any costs incurred due to working from home.

5.6 Multi-site workers (MSW)

5.6.1 Such roles should only exist where the role requires the employee to regularly attend additional permanent workplace(s), rather than due to an individual's working arrangements.

5.6.2 To determine if your role meets the criteria of a multi-site worker, please refer to the department's [MSW guide](#). This provides further information to establish whether a particular workplace you attend is 'permanent' or 'temporary' for tax purposes.

5.6.3 Travel and associated subsistence costs to additional permanent workplaces are taxable. After reviewing the guide, if you think you are a multi-site worker and need further clarification, you must contact the [Advice and Action Centre](#).

5.6.4 Multi-site working has a considerable impact on budgets. You should consider if multi-site working is necessary to deliver your business objectives. Where possible, managers must avoid working patterns which create a multi-site workplace and consider if smarter working tools such as Microsoft Teams can be used to reduce travel.

5.7 Secondment

5.7.1 If you are on a secondment which is expected to last over 24 months and you receive expenses or book travel to your seconded workplace, you must contact the [Advice and Action Centre](#). This is to ensure the appropriate tax treatment is established at the earliest opportunity.

6.1 Professional subscriptions

6.1.1 Budget holders may reimburse staff for the cost of subscriptions and entrance fees to recognised professional bodies if membership is required to perform their official duties.

6.1.2 The professional body must be:

- recognised by the Department and included in the HMRC list of approved professional bodies
- directly relevant to the staff member's role and responsibilities

6.1.3 Conditions of reimbursement for subscriptions and entrance exam fees:

- the costs must be limited to the period the staff member is undertaking relevant work
- if the staff member moves temporarily to another job, but one that is still relevant to their original role, the subscriptions and fees can still be claimed
- staff can claim up to three subscriptions or entrance fees per tax year
- there is no upper limit on the amount claimed by an individual, although budget holders may review at their discretion
- student membership may also be reimbursed
- for audit purposes staff must upload a receipt or invoice evidencing expenditure when making a claim in Workday
- the costs must not be funded from another source (e.g. through participation on an apprenticeship programme)
- where staff are not fully qualified, they must be actively studying towards a full qualification to claim costs. Where staff pause or defer their studies, financial support will be paused until study recommences.

Unapproved subscriptions & Tax

6.1.4 Reimbursements for HMRC approved subscriptions, membership and entrance fees are not subject to tax. If a line manager wants to reimburse the cost of membership to a professional body not on the approved HMRC list, the claimant must:

- select the 'Subscriptions- Unapproved' expense item in Workday
- upload an approved business case or email authorisation with the claim in Workday. You must also retain this information locally for audit purposes
- accept the tax and National Insurance costs associated with the reimbursement will be met by their cost centre.

Funding and administration

6.1.5 There are no central funds to cover the cost of subscriptions and entrance fees- they must be paid from existing budgets.

6.1.6 Staff can re-claim costs via Workday expenses using the appropriate expense item. A departmental EPC (Electronic Procurement Card) must not be used.

6.1.7 If you have any questions about claiming subscriptions, memberships, or entrance fees please contact the relevant professionalism team or the [Advice and Action Centre](#).

Annex A - Ministers and Special Advisers

A.1 Introduction

A.1.1 The policies and guidance in this document apply to civil servants and those who are working for the department. Travel and expense claims for Ministers and Special Advisers should follow this guidance as far as possible, only deviating from it where this is permissible and defensible under the terms of:

- The Ministerial Code; and
- The Code of Conduct for Special Advisers

A.2 Travel by Ministers

A.2.1 For Ministers, the general principle set out in the [Ministerial Code](#) is that they should always make efficient and cost-effective travel arrangements. Ministers' Private Offices should ensure they follow this principle when making any travel arrangements on behalf of Ministers.

A.2.2 In general, following departmental policies and guidance on travel and expenses will ensure that Ministerial travel is both efficient and cost-effective. However, there will be individual circumstances when arrangements need to be made which go beyond the provisions of normal departmental guidance.

A.2.3 In these cases, the person making the arrangements should keep sufficient evidence showing why they needed to make these arrangements, and to demonstrate they remain efficient and cost-effective in the circumstances. This evidence should be retained for at least three years for auditing purposes, and to satisfy any transparency and public accountability requirements.

Officials travelling overseas with Ministers

A.2.4 The Ministerial Code makes it the personal responsibility of Ministers to approve the size and composition of departmental delegations accompanying them on overseas visits, keeping delegations as small as possible.

Non-scheduled flights by Ministers

A.2.5 The Ministerial Code allows for members of the Cabinet and Ministers in charge of departments to authorise special flights in certain circumstances. However, the general principle that Ministers should always make efficient and cost-effective travel arrangements still applies. Officials making bookings for non-scheduled flights on behalf of Ministers should seek the most cost-effective option available – either through competitive quotations for the services required, or by using established departmental travel contracts.

Travelling expenses of Ministers' spouses or partners

A.2.6 The Ministerial Code allows for the expenses of Ministers' spouses or partners when accompanying the Minister on official duties to be paid from public funds in certain circumstances. This should only be when it is clearly in the public interest that they should accompany the Minister, and when the agreement of the Prime Minister has been obtained in advance.

A.2.7 The department does not hold payment details for spouses and partners in the same way as it does for paying Ministers' expenses. Any claims for spouses or partners should make clear the reimbursement is to be paid direct to the Minister.

A.2.8 Responsibility for ensuring such claims fulfil the general principle of efficiency and cost-effectiveness remains with the Minister on whose behalf the claim is being made.

A.3 Special Advisers

A.3.1 The [Code of Conduct for Special Advisers](#) sets out the terms under which Special Advisers are employed in the Civil Service. Special Advisers are temporary civil servants, exempt from the general requirement that civil servants should be appointed on merit and behave with impartiality and objectivity. They are otherwise required to conduct themselves in accordance with the [Civil Service Code](#).

A.3.2 Under the Civil Service Code, all civil servants, including Special Advisers, are expected to make sure that public money and other resources are used properly and efficiently. They must also not be influenced by the prospect of personal gain. Special Advisers should not use official resources for party political activity.

A.3.3 These principles apply to all travel and expenses claims by Special Advisers, just as much as to other areas of their civil service employment. In general, Special Advisers are bound by the policies and guidance set out for departmental staff in the rest of this document.

A.3.4 Where Special Advisers believe there is a case to deviate from this guidance to fulfil their duties, they or the person making arrangements on their behalf must keep sufficient evidence to show why they have needed to make these arrangements. This evidence should be kept for at least three years, to allow for any subsequent audit of claims, and to satisfy any requirements for transparency and public accountability.

Annex B - Approval for travel arrangements outside standard policy

Where you are making travel arrangements outside the requirements set out in section 2 of this guidance, you must complete this form before travel. You and your line manager should retain a copy of this for audit purposes as evidence of authorisation.

Name of traveller

Team		Directorate		Cost Centre and Activity Code	
------	--	-------------	--	-------------------------------	--

Journey details	
Date	
Start/Destination	
Reason for journey	
Reason for travel arrangements being outside policy. Please attach evidence, such as screen shot, to support VFM justification of arrangements being outside policy	

Signed	Date:
(Member of staff)	

I approve the above journey can be made outside standard policy.

Signed	Date:
Print name	
(Line manager)	

Annex C - Car travel

C.1 Private cars

C.1.1 The department is committed to promoting more sustainable travel options. You are encouraged to use public rather than private transport unless there is a strong business case for the latter. You should consider whether car travel is the most appropriate means of transport, bearing in mind costs, efficiency, and sustainability. Private vehicles should only be used on official business where they demonstrate VFM for the department, or travel by public transport is unavailable. They must not be used solely for personal convenience or preference.

C.1.2 The following principles must be considered if you need to travel by car:

- public transport should be considered first
- hire cars should be considered prior to private car use
- hire cars must be used if your journey will exceed 120 miles in a day apart from limited exceptions listed in the table below (C.2).
- line managers must agree the use of a hire car or private car as the most appropriate mode of transport prior to the journey.

C.1.3 Staff using private vehicles for business purposes must complete a [driver declaration form](#) confirming that they hold a valid driving licence and have comprehensive cover, which includes business use. Line managers must undertake the appropriate checks on all relevant documentation included on the declaration form and retain a copy. These checks must be undertaken annually.

C.1.4 Where staff do not obtain comprehensive insurance cover, which includes business use, the department will not accept any liability in the event of any accident, damage, injury, or death.

C.1.5 Where travelling in your private car provides better VFM for the department, as it cannot be reasonably made using any other mode of transport, mileage can be claimed at:

- 45p per mile for the first 10,000 business miles in a tax year
- 25p per mile thereafter

C.2 Scenarios and options

C.2.1 Various scenarios are set out below, which highlight the most appropriate mode of transport to use when travelling on official business. These apply to all staff:

Scenario	Distance	You may use the following vehicle with the appropriate authorisation
Early morning and late evening travel instead of a taxi to the station	Under 120 miles a day	Private car
You have a disability which means you cannot use public transport	Any distance	Private car <u>or</u> Hire car
Journey to a non- departmental site	Under 120 miles in a day	Hire car <u>or</u> Private car
Journey to a non- departmental site	Over 120 miles in a day	Hire car only
Journey to a departmental site	Under 120 miles in a day	Hire car as the first option <u>or</u> Private car
Journey to a departmental site	Over 120 miles in a day	Hire car only

C.3 Passenger Supplements

C.3.1 If you can save money by carrying colleagues who would otherwise claim their own travel expenses, you may claim a supplement for each mile the passenger travels in your car on official business. You may claim:

- 2p per mile for the first passenger and 1p per mile for each additional passenger.

C.4 Tolls, Car Ferries, and Congestion Charges

C.4.1 The department will reimburse, tolls, ferry fees, and congestion charges necessarily incurred on official business. Such costs must be receipted where possible, or other evidence of expenditure provided.

C.5 Parking

C.5.1 The department will reimburse the costs of parking necessarily incurred on official business. Parking costs at your permanent office cannot be claimed.

C.5.2 You are personally responsible for any parking fines. The department accepts no liability.

C.6 Carrying equipment

C.6.1 If you are required to transport heavy or large items on official business which cannot be carried on public transport, you should book a suitable hire vehicle.

Examples of when private/hire vehicles may be used

Example 1

James' role involves regularly visiting schools. He needs to visit several schools in one day which are in rural locations with poor transport links. The total distance James will need to travel is 95 miles. It is reasonable for James to use his own car for the journeys as this provides best VFM for the department or use a hire car.

Example 2

Rachael works in Coventry and normally drives from home to work. She lives in a rural location in South Warwickshire. She needs to attend a meeting in London and drives to her nearest station in Leamington Spa. As public transport is not available from her home location, Rachael may use her private car, which is better VFM for the department than using a hire car or a taxi.

Example 3

Suresh works in the Manchester office and needs to attend a conference in Birmingham. The total journey is 200 miles. Suresh lives near Accrington and cannot depart early enough to reach the conference in time using public transport. Suresh should use a hire car to drive to the conference and back.

Example 4

Priti is a homeworker. As part of her work, she needs to visit a school that is over 120 miles from her home. Priti needs to arrive early and will finish late. Priti may choose to use a hire car if it is the most suitable in terms of time and cost rather than public transport.

Annex D - Car hire

D.1 Introduction

D.1.1 All staff are responsible for ensuring no unnecessary costs are incurred and that the department receives good value for its use of public funds. Before deciding to hire a vehicle for business travel, staff should consider if the journey is necessary or if the purpose of the trip could be met through other means e.g., Microsoft Teams.

D.1.2 If travel is necessary, the general principles to follow are:

- public transport should always be considered first
- hire cars should be considered prior to private car use

D.1.3 Staff using hire cars must complete sections A & C of the [driver declaration form](#) confirming they hold a valid up-to-date driving licence and understand the staff travel and expenses policies. Line managers must ensure they carry out the appropriate checks on all relevant documentation included on the declaration form and retain a copy. These checks must be carried out annually.

D.1.4 **Private use of hire cars is strictly forbidden.** This includes any travel between their home and permanent workplace or other unauthorised use. For example, dropping off children at school prior to undertaking their official business journey. The department is not liable for any expenses incurred by unauthorised use of the vehicle or unauthorised passengers. The driver, at the time of the unauthorised use, would be liable for any repair costs, tax or compensation claims incurred during any unofficial use.

D.1.5 Bookings made within policy and via the Enterprise Travel Direct (ETD) booking tool do not require prior approval from managers. Managers will receive copies of bookings if the ETD personal account profile is up to date. Any booking request outside of policy must have additional approval from the department's contract management team.

D.1.6 The use of the department's car hire facilities is restricted to Civil Servants, as they are covered by Crown Indemnity Insurance.

D.1.7 Enterprise Rent a Car UK Limited is the department's contracted car hire supplier.

D.2 ETD

D.2.1 All car hire bookings must be made through the ETD self-booking tool via the [Enterprise Rent-A-Car - Login](#). Before using the ETD tool, staff will need to register for an account via the [IT Service Portal](#).

D.2.2 It is the driver's responsibility to ensure their ETD profile has up-to-date cost centre, employee number and line manager details. Please note, you will not be able to change your line manager's details in ETD. You will need to contact Enterprise directly at ukadr@ehi.com and provide the updated details so the necessary amendments can be made.

D.2.3 When you have completed and submitted your car hire request, you will receive a confirmation from ETD. If no confirmation has been received within three working hours, you should contact Enterprise's Business Support Centre on 0344 335 0134 or by email- ukadr@ehi.com.

D.2.4 Please note any bookings made outside office hours of 08:00 to 18:00 Monday to Friday and 9:00 to 12:00 Saturdays will be processed the next working day. Out of hours bookings have an additional charge, as do vehicles delivered to your location. There is a free service available during working hours to collect you and drop you off at home or office before and after a hire.

D.3 Daily Car Hire - category of vehicle

D.3.1 Staff can choose from a selection of small sized vehicles (e.g. Corsa or similar) or medium vehicles (e.g. Astra or similar). Larger vehicles (e.g. Insignia or similar) are available for journeys over 400 miles.

D.3.2 Staff carrying five or more passengers can book a suitably sized Multi-purpose vehicle (MPV). However, approval via the contract management team is required prior to booking these vehicles. Please send your request to [REDACTED] and include full details of the journey and passengers who will travel with you. You must ensure that the subject field of the email includes the words **"Travel query"** so your query can be directed to the appropriate person to respond without delay.

D.3.3 Automatic cars are available but cost more to hire and run. Providing you give Enterprise sufficient time (48 hours) to source the vehicle, an automatic vehicle should be supplied if requested.

D.4 Charges

TYPE OF VEHICLE	RESTRICTIONS	CHARGES	ADDITIONAL INFORMATION

Small manual/automatic car (Corsa or similar)	None	From £21.80	Automatics will cost more
Medium manual/automatic car (Astra or similar)	None	From £24.16	Automatics will cost more
Large manual/automatic car (Insignia or similar)	Over 400 miles each way	For 1.8 petrol - £22.48 For 2.0 petrol - £26.24	Automatics will cost more
Manual/automatic MPV	5 or more passengers	Depends on vehicle size and whether an automatic has been requested	Additional approval is required from the departments Enterprise Contract Manager

D.4.1 Staff must ensure vehicles are returned with a full tank of fuel. Where this does not happen, the department will be charged the pump price for fuel, plus an additional 50p per litre. However, where a hire vehicle is delivered without a full tank of fuel, you should only refuel to the same level as on delivery. Make sure you take photographic evidence of the fuel gauge to enable us to challenge any unnecessary fuel charges.

Electronic Procurement Cards (EPC) must not be used for fuel purchases, this can only be reclaimed through Workday.

D.5 Collection/delivery of vehicles

D.5.1 To save on delivery and collection charges, staff should use the free pick-up service from Enterprise. This includes being collected from home, work or another address and taken to the Enterprise office to collect the vehicle. This service is also offered on the return of the vehicle.

D.5.2 These services are only available between the hours of 08.00 and 18.00 Monday to Friday and can be requested through the ETD booking. Select the option to collect from and deliver to the branch in the 'Additional Information' field and ensure you provide the time you wish to be picked up and the branch you wish to use. Please allow travelling time to travel to the branch from your pickup address and about 5-10 minutes to complete the process at the branch.

D.5.3 Staff must inspect the vehicle with an Enterprise employee to agree the condition.

D.5.4 Alternatively, Enterprise can deliver and collect vehicles from the individual's home, office, or a business address. Please consider the additional costs, parking restrictions and handover of keys if this is your chosen option.

D.5.5 Enterprise will normally leave and collect the keys for the vehicle at the reception for office and business addresses. If the vehicle is being delivered to your office, you will need to book a car parking space at the same time to cover the days for delivery and collection. Please note, Enterprise may deliver the day before and collect the day after if the hire start and end times are outside their normal working hours.

D.5.6 For home collections, Enterprise must be provided, at the time of booking, with a location for the keys if no one will be at home for the collection of the vehicle. The location for the keys must be a secure place. Enterprise's preferred option is that keys should be left with someone you know if possible. Please contact the Enterprise branch to agree a location.

D.6 Additional service charges

SERVICE	CHARGES
Delivery and collection charges	£7.00 each way – under 50 miles £5.00 per mile – over 50 Miles
Out of office hire period (before 8am and after 6pm)	£15.75 Mon-Fri £5.50 Sat-Sun
Pick up and drop off service from home to Enterprise location and vice a versa	Free
One-way hire	£10
Abortive delivery and collection (within 2 hours of rental start time)	£20
Airport Service charges	17.5%
Cancelation fee once vehicle has been delivered	£20
Lost keys	£250

D.7 Hiring period

D.7.1 The hire period is the journey start and end date as entered on ETD. Enterprise has a Service Level Agreement to collect the vehicle within two working hours of the end of the hire period. Enterprise is liable for any damage, fines and penalties imposed on the vehicle outside of their normal working hours. However, the department remains liable for any damage, fines and penalties imposed on the vehicle during this two working hour collection period.

D.7.2 It is the driver's responsibility to notify Enterprise of any parking restrictions or likely problems when making a booking on ETD. All parking penalty charges incurred

within the hire period are the responsibility of the driver. Enterprise will not be responsible for any parking penalties during delivery and/or collection of the vehicle.

D.8 Vehicle Condition

D.8.1 As the driver of the hire car, you must ensure you make the necessary checks when the vehicle is delivered to you. Take pictures of any damage/defects and inform Enterprise prior to travel. Whenever contacting an Enterprise branch, always obtain the name of the person you speak to and note the date and time of your call. You also need to email all details of the damage to the DfE's [Payments team mailbox](#).

D.8.2 You should check:

- for flat tyres, cracked mirrors/windscreen, faulty lights, and any warning lights
- the vehicle against the delivery condition report and inform the branch of any defects or additional damage not reported on the report – this must be done before driving the vehicle
- the fuel gauge – the car should be supplied with a full tank less any used to deliver the vehicle. If there is a discrepancy, inform the branch and only refuel to the level on delivery
- that the mileage on the mileometer agrees with the documentation supplied.

D.8.3 Ask the Enterprise employee delivering the vehicle to explain the controls if you are unsure. Enterprise will provide a manufacturer's handbook wherever possible. If you are not available when your vehicle is being delivered, please take time to familiarise yourself with the controls before you start your journey.

D.9 Evidence of mileage

D.9.1 When an employee hires a car, HMRC requires the department to demonstrate no private journeys were undertaken whilst the employee had possession of the car.

D.9.2 To fulfil this requirement, when you use a hire car, clear photos of the mileometer (the device that measures mileage, found on the car dashboard), must be taken at the start of your journey and after the end of your final journey.

D.9.3 The photos should be taken on either your work issued laptop/Surface Pro or mobile phone. If this is not possible, the photo should be taken on your personal mobile phone.

D.9.4 Once the hire car has been returned to Enterprise, users must complete the [Car hire log book](#) and upload the mileometer photos taken. This should be done as soon as possible after the end of the hire period (ideally the same day). You can access [an example of how the logbook should be completed](#).

D.9.5 The logbook must be completed accurately e.g., where multiple locations are attended, each location should be recorded. If hiring a car for more than one day, the journeys undertaken on each day should be clearly recorded.

D.9.6 **Failure to accurately complete the logbook will result in tax and National Insurance liabilities being charged to the employee.**

D.10 Enterprise Car Club Vehicles

D.10.1 Staff have the option to use Enterprise Car Club vehicles for shorter journeys without the need to have the car for the whole day. These vehicles are parked in designated bays around the country – i.e., railway stations, roads/streets. This scheme is not available in every location, so please contact locations@enterprisecarclub.co.uk to check if there is one in your area.

D.10.2 If you want to use the car club you need to pre-register either via the [Enterprise website](#), by calling 0345 266 9290, or emailing membership@enterprisecarclub.co.uk.

D.10.3 Car club vehicles are accessed either by an Enterprise Car Club Card or a personal contactless bank card. The keys and a fuel card will be in a secure box inside the car.

D.10.4 The vehicles should be returned to the same location at the end of each journey and must have at least a quarter tank of fuel for the next user (there is a fuel card in each vehicle).

D.10.5 You should check the condition of the vehicle before driving away. Take photographs where necessary and notify Enterprise if the vehicle is damaged or has any defects.

D.10.6 Please note this is a membership type of facility requiring pre-registration and an ID card for access.

D.11 Car club charges

	CHARGES	ADDITIONAL INFORMATION
Vehicle hire charges	Hourly charge ranging from £3.71 per hour with a maximum charge of £29.96 per day	Suitable for short journeys. This is not available in all areas. Requires preregistration and an ID card
Late return charge	£25	Contact Enterprise if you think you are going to be late returning the car
Vehicle to be returned with a quarter of a tank of fuel – there is a fuel card in the car	Pump price + an additional 50p per litre	Charges only apply if car is returned with less than a quarter of a tank of fuel
Lost Enterprise ID access card	£16.67	
Vehicle damage	£750	Dependent on type and severity of damage
Charge for fitting a roof rack	£30	

D.12 Returning the vehicle

D.12.1 When you have finished with the vehicle you must:

- refuel the vehicle to either a full tank of fuel for daily car hires or a quarter of a tank for car club vehicles to avoid additional charges. If a hire car vehicle is delivered without a full tank of fuel, you should only refuel to the same level on delivery – please take photographic evidence prior to and after travel
- make sure you use the correct fuel for the vehicle as you will be responsible for damages caused to the vehicle
- ensure the vehicle is locked and windows are closed before you leave the vehicle
- do not leave the keys in or around the vehicle with the vehicle unlocked
- inspect the vehicle for any damage that might have occurred during your journey. Take pictures if possible. If you do identify any damage that has occurred, make a note on the damage delivery report and telephone the branch to inform them
- keep a record of the mileage at the start and end of the hire period

- leave the vehicle clean and tidy. Remove your belongings and ensure the manufacturer's handbook and any other documentation belonging to the vehicle is with it
- retain all documentation for 3 years for audit purposes and any queries that might arise
- refuelling costs can be claimed via the expense system. Electronic printable copies of receipts must be kept for 3 years for audit purposes.

D.13 Length of hire

D.13.1 The department will not normally agree to a hire vehicle for more than five days or over any weekend period unless approved by your line manager.

D.13.2 You should consider using one-way hires to minimise the length of the hire and prevent any unnecessary additional charges. For example: you may need to travel to a training course that lasts a week (Monday to Friday). You should book a vehicle for one day to travel to the venue, and a second for one day for your return. The total hire charges will be for two days rather than five. Please note in these circumstances you will need to make **two** separate bookings on ETD.

D.13.3 If you wish to extend, amend and/or terminate your booking, you should make the relevant updates online in the ETD booking tool. If you don't have internet access, you can contact the Enterprise Rental Support Team on 0344 335 0134 and confirm in writing via email to ukadr@ehi.com.

D.14 Cancelling bookings

D.14.1 If you wish to cancel your booking before the vehicle is delivered, you should give at least two working hours' notice before the start date and time of your booking. To cancel your hire booking you should off hire the vehicle online or if you don't have internet access you can contact the Rental Support Team on 0344 335 0134 or at ukadr@ehi.com.

D.14.2 If the vehicle has already been delivered you should contact the branch to cancel the booking. No cancellation charge will be applied if you cancel before two working hours of the hire start time.

D.15 Fines and penalty charges

	CHARGES	RESPONSIBILITY
Initial payment of any penalty charges	Penalty charge + £25 admin fee	The driver pays the costs
Notifying relevant Police Authority of hirers details	£25	The driver will be notified of penalty and asked to make payment to Enterprise
Damage to vehicles	Varies	The department receives a separate invoice which the hirer's cost centre is obliged to pay. Vehicles must be checked before and after the hire period and if any damage is found, take a picture, and notify the branch immediately.
Reasonable car parking charges	Varies	The department covers the costs
Congestion charges subject to current T&E policy		The department covers the costs
Filling the car with incorrect fuel	Depends on extent of damage	The driver pays the costs
Speeding fines or prosecutions	Varies	The driver pays the costs
Additional parking penalty notices	Varies	The driver pays the costs
Any other associated fines or penalty notices	Varies	The driver pays the costs

D.16 Intended Prosecutions for Speeding

D.16.1 In the event of any speeding or other prosecutions whilst the vehicle is on hire, Enterprise will inform the relevant police force of the hirer's details.

D.16.2 An administration charge of £25 will be levied against the driver who commits the offence. The driver will be notified of the penalty and asked to make the payment to Enterprise.

D.16.3 The driver will then receive their own Intended Prosecution form to complete and return for the next process of paying the penalty charge and points to be added to their licence.

D.17 Insurance

D.17.1 The department relies on Crown Indemnity and therefore acts as its own insurer – so commercial or personal insurance is not required. Under Crown Indemnity, civil servants can drive or travel as passengers in a hire vehicle whilst on official duty. This is because the Crown is exempt from the normal insurance requirements of the Road Traffic Act 1988 for any self-drive allocated vehicle used for official purposes (Crown Indemnity).

D.17.2 The above only applies to crown civil servants. Inward secondees (if not civil servants), consultants, contractors, friends, or family members are not covered, so car hire is not available as a travel option for them. Crown Indemnity applies from the start to the end of the requested hire period plus a further two working hours and only covers official journeys.

D.17.3 If there is a need to collect the vehicle from a branch the day before the journey, because of an early start, staff will be covered to drive the vehicle home. Cover for driving the vehicle will then cease until the start of the business journey.

D.17.4 Use of hire vehicles for non-official travel is an offence. The department would not be liable for any expenses or damages incurred by unauthorised use of the vehicle or unauthorised passengers. The main driver, not the department, would be liable for any damage repair costs and compensation claims for any unofficial use.

D.18 Accidents

D.18.1 If you are involved in an accident;

- pull over and take time to recover
- think carefully about whether you are fit to drive. If there is any doubt, do not drive and make alternative arrangements to get home
- check the vehicle for any visual damage and take photographs if possible
- inform your site DfE Health and Safety Officer as soon as possible
- inform the local Enterprise branch

D.18.2 If you find any damage that renders the vehicle unsuitable to be driven, telephone Enterprise Business Rental Support Team on 0344 335 0134, who will direct you to the relevant department for advice and to report the accident, arrange for either roadside assistance or a transfer to collect a replacement vehicle.

D.18.3 If you are notified of damage to a vehicle by Enterprise and you were unaware of this damage, you need to confirm if the damage has occurred during the

hire period. If you believe that the damage was not sustained within the hire period, you can contest the charges with Enterprise.

You will need to provide evidence to support this, for example, photos and a signed rental agreement showing no damage noted at collection of the vehicle by the hire company. Please note that tyre wall/tread/puncture damage is not chargeable to the department as this is included in the CCS Framework terms under Maintenance. Any notifications of this type of damage should be returned to the hire company and not followed up for any payment. All communication should be copied to [the GPC and National Contracts team mailbox](#).

D.18.4 Where damage occurs within the hire period, the hiring cost centre will be responsible for any charges and should raise a Purchase Order against which the invoice should be paid. Enterprise will invoice the department if there is damage to a hire vehicle. You will need to send details of the purchase order to Enterprise, copying [the GPC and National Contracts team mailbox](#).

D.18.5 If you are in an accident where a third party is involved, and you are unharmed but there is some damage to the vehicle:

- obtain the name, address, telephone number, insurance company and registration number of the third party
- note the position of other vehicles and take photographs if possible
- get names and addresses of any witnesses
- if asked for your insurance details, you should inform any third parties and the Police (if called) that you are an employee of the department and that Crown Indemnity applies
- you should also provide your own contact details for further communications
- inform the local Enterprise branch

D.19 Settling third party vehicle damages

D.19.1 In the event the department is liable for damages caused to a third-party vehicle, the costs will need to be settled from the member of staff's cost centre. It is recommended that a Purchase Order be raised against which the invoice should be paid.

D.19.2 The member of staff should inform the third-party driver that Crown Indemnity applies and request an invoice for the repairs. Staff should ensure the claim received is valid and the details of the accident are as reported.

D.19.3 In the event of a collision and where it is agreed that the other driver is liable for the damage caused to the hire vehicle, you must:

- collect their name, contact and insurance details
- when safe to do so, take photos of the scene and both vehicles, including registration numbers
- contact Enterprise, as soon as possible, to provide as much detail as possible about the collision and ensure that you take note of the person you have spoken to
- Enterprise will pursue the other driver's insurer to recover any damage/repair costs
- the department is not responsible for any damage repairs which are a result of a no-fault collision.

D.20 Breakdown or problems whilst on a journey

D.20.1 If you breakdown or have a problem whilst on a journey please contact the local Enterprise branch or Enterprise Business Rental Support Team on 0344 335 0134

D.20.2 The roadside assistance technician will aim to get the vehicle drivable. Where this is not possible, they will take you to your destination if travelling home, or to the nearest Enterprise branch for you to collect an alternative vehicle to continue your business duties.

D.20.3 Out of hours - if you still have business duties to carry out on subsequent days, they will take you to your overnight destination and arrange with Enterprise to make an alternative vehicle available. However, this cannot be arranged before 08.00 (Enterprise's working hours) and may delay your journey.

D.21 Complaints

D.21.1 If you have a problem or complaint about a hire car, please telephone the branch that has supplied the vehicle. Their telephone number is on your email confirmation. You should try to resolve the issue at the time of your hire. If you wish to make a further complaint in writing, you can contact Enterprise via their feedback services- publicsectorfeedback@erac.com.

Annex E - Overseas travel & accommodation

E.1.1 If you are required to travel abroad on departmental business, you must discuss and agree your travel arrangements with your line manager. You must conduct the necessary checks for your intended destination and ensure any additional requirements can be met through divisional resources.

E.1.2 All travel and accommodation should be booked using Lightning where possible. Individuals who choose to book independently should always consider VFM and will need to demonstrate that their booking was cheaper than using Lightning. Evidence must be kept locally and produced for audit purposes.

E.2 Air Travel

E.2.1 Air travel makes a significant contribution to climate change and can be more expensive than other forms of transport. The current Greening Government Commitments (GGCs) require every department to deliver a 30% reduction in domestic flight travel from the 2017/18 baseline. You will also need to consider the DfE's Corporate Sustainability and Climate Change Strategy, the full cost (including travel between airports and offices) and alternatives before booking flights.

E.2.2 All staff booking air tickets for journeys of up to five hours should use economy class. You may only book premium economy or business class in the following circumstances:

- for health or disability reasons where suitable facilities aren't available in economy class
- if there are security concerns – e.g. a significant risk of unwarranted attention from the Press or public
- journeys of over five hours where there is no acclimatisation period (see paragraphs E.2.5 and E.2.6). Prior approval must be sought from the budget holder and all communication, including proof of there being no acclimatisation period, should be kept for audit purposes.

E.2.3 You may only claim for excess baggage if you are due to be absent for over two weeks. You should include an explanation in the 'Reason for claim field' when you claim in Workday.

E.2.4 Air miles and similar benefits earned through official travel should not be used for private purposes. If you receive air miles or other frequent flier scheme rewards earned for business travel, your points can be used for official purposes to "purchase" enhanced facilities such as seat upgrades. As members of such

schemes, you may also use certain facilities such as special departure lounges and priority booking arrangements.

E.2.5 The department recognises that long journeys across time zones can have a negative impact on efficiency, judgement, and concentration. You are not expected to start work immediately after such a journey. If you are travelling on official business, you are allowed a period to acclimatise after the following journeys:

- between the UK and the USA or beyond
- between the UK and India or beyond
- on other journeys of similar length.

E.2.6 An acclimatisation period of 24 hours is normally sufficient to adjust to local time before starting work. A longer period may be needed after longer journeys to the Far East. It is a good idea to make allowance in your schedule for acclimatisation where this is likely to be necessary.

E.2.7 If travelling to the USA on official business, you should apply for travel authorisation prior to travel. The [Electronic System for Travel Authorization](#) (ESTA), fee can be reclaimed through Workday.

E.3 Eurostar

E.3.1 When travelling by Eurostar you are encouraged to book standard/economy tickets in advance and, where possible, to purchase non-flexible tickets. Business Premier tickets may be available at a discounted cost, but you may only book these tickets with the support of a business case authorised by your line manager.

E.4 Hotel and subsistence

E.4.1 Overseas hotel and subsistence rates are subject to change in relation to currency fluctuations. The rates are available via the [HMRC website](#). All expense claims must have an itemised receipt, as with all subsistence purchased in the UK.

E.4.2 Where an external organisation invites a DfE employee to an event and offers to reimburse the travel and accommodation costs, the employee should liaise with their finance business partner to raise an invoice, so the payment can be made and be sent to the correct cost centre.

E.4.3 Where a member of staff encounters any payment issues in relation to their accommodation, they should contact CTM directly for guidance. This number can be found on your booking confirmation email which should be taken on all business journeys.

E.5 Travel insurance

E.5.1 In the event of personal injury or loss of any personal items whilst travelling on official duty, staff should first discuss potential claims with their line manager. Claims should be considered within the normal terms and conditions of service. This reflects the general rule that central government is large enough to bear its own risks and therefore does not insure commercially under Crown Indemnity.

E.5.2 In the event of loss of any DfE property whilst travelling you should refer to the [departmental losses policy](#).

E.5.3 You should not submit any claims for reimbursement of medical or other insurance premiums unless you have prior agreement from your line manager.

E.5.4 When travelling abroad the department acts as its own insurer therefore it will reimburse costs not covered by reciprocal health agreements between governments.

E.5.5 Staff travelling abroad on official business are advised to complete a [Letter of Assurance](#) that confirms the above arrangement. This is to assist with the provision of medical or dental treatment in countries where the authorities have concerns about payment of bills. The Letter of Assurance confirms the named individual is employed by the DfE and travelling on official business, and that the department will pay for essential treatment not covered by reciprocal health agreements. The cost of essential medical or dental treatment, if not covered in part or full by health agreements with other countries (e.g., use of the European and Global Health Insurance Cards) or through the travel insurance provided.

E.5.6 If a member of staff on official business is injured or killed then cover is provided through the Civil Service Compensation Scheme. Personal Property is covered either by the corporate card or the individual's cost centre depending on the circumstances. You can take out specific travel insurance if you wish, but the department will not reimburse this.

Annex F - Non-Civil Servant expenses

F.1.1 Non-civil servants who are claiming expenses (not fees) from the department, to be paid into their personal bank account, should use the [Non-Staff Expense Claim](#) (NSEC) form which can be found in the [Finance Den](#). This accounts for most non-civil servant personal expenses claims. This form should not be used to pay organisations, including schools.

F.1.2 In order for claims to be paid, the claimant must have a customer account set up in Business Central, this is known as a Vendor Account. Some claimants may already have Vendor Accounts and DfE contacts can check for existing accounts on the 'standing data log'. If not, new claimants must complete an online registration process for a new account to be set up. Please note, it can take up to 15 days for a new vendor account to become active, so it is important that claimants are notified as soon as possible if they do not have an existing account.

F.1.3 There is no specific guidance on allowable expenses for non-staff members. However, those engaging their services are expected to use the travel and expenses policy as a steer on what is deemed as reasonable expenditure of public money. Claims should be made in a timely manner to minimise the impact on local budgets.

F.1.4 Details on what can be claimed should be discussed with the claimant prior to costs being incurred. Payment of expenses must be agreed in advance with the appropriate budget holder and should only happen where we would not expect the non-civil servant's employer to cover their expenses.

F.1.5 Non-civil servants who are paid a fee for their time and have a contract with the department are 'fees paid staff' and should use the specific processes for this group.

F.1.6 Authorisers should only approve completed NSEC forms once they are content the information provided is accurate. All claims must have the correct cost centre and should be signed by an approved authoriser with the correct delegated financial authority for the stated cost centre. Failure to do so will result in claims being rejected and forms being returned to approve for verification, thereby delaying payments.

F.1.6 Full guidance on claiming non-staff expenses can be found on the [Finance Den](#) pages.

Annex G - Residential courses

G.1.1 Claims can only be made for expenditure incurred during the length of the course. The following are acceptable (subject to the production of valid receipts):

- transport costs to and from the course centre if the course provider has not made arrangements
- costs of meals if not provided by the training supplier. For example, when the course is non-residential or when travelling to the training course itself (provided the course is held more than ten miles from the usual place of work).

G.1.2 Claims should be made on an actual cost basis following the day/overnight rules at section 3.2.

G.1.3 Where staff negotiate set rates that exceed departmental limits, for attendance on a specific residential course they must contact the [Advice and Action Centre](#).

Annex H - Attending Royal Garden Parties or honours events

H.1 Honours ceremonies and Garden Party attendance

H.1.1 All staff are eligible for some assistance towards travel and subsistence expenses on receipt of:

- awards in the New Year and Birthday honours list (e.g., *MBE*, *OBE*)
- gallantry awards (George Cross, George Medal *etc.*)
- an invitation to a Royal Garden Party at Buckingham Palace (where this is recommended by the department).

Travel and accommodation (if required) must be booked via Lightning wherever possible and should be a standard fare.

H.1.2 The recipient of the honour or invitation may claim:

- accommodation (where necessary) and rail travel to attend the event where they have not been able to book via Lightning, but this should be as an exception.
- taxi fares, if necessary, for the return journey between a London railway station and Buckingham Palace.

H.2 Guests

H.2.1 Costs that can be claimed by guests of staff for either awards ceremony or Garden Party invitations are:

- standard class return travel for a maximum of three guests for an honours ceremony and one guest for a Royal Garden Party.
- if the award is a posthumous one, or the recipient has since died, the fares and day subsistence costs of three relatives or friends may be met. The department will contact the relatives informing them what they may claim.

H.3 Procedures

H.3.1 Receipts must be retained for all applications for reimbursement of travel costs.

H.3.2 Any guests who are not departmental staff should purchase their own tickets and the DfE employee should claim the costs back via the correct expense item in Workday, as these are taxable and should be processed through payroll.

Annex I - Advance of expenses

I.1.1 Staff can request an advance of expenses through Workday to cover any anticipated expenses, where their role involves regular travel on official business for which additional costs will be incurred. You should discuss this with your line manager prior to submitting the request in Workday.

I.1.2 You should apply for an advance no more than one month before you travel, especially if travelling abroad. You should allow at least five to ten working days to receive these funds.

I.1.3 You should apply for an advance of expenses in Workday via the '**Create Spend Authorization**' template, ensuring you have selected the '**cash advance**' expense item.

I.1.4 All outstanding advances should be offset with actual costs incurred as soon as possible. This can be done via the 'Create An Expense Report' template and selecting 'Create New Expense Report from Spend Authorization'. If you are unable to offset the advance, you should contact the [Advice and Action Centre](#) to discuss your repayment options.

Annex J - Permanent relocation to another office

J.1.1 Staff who permanently relocate to another office and move home as a result may be eligible for reimbursement of removal expenses and other associated costs. Every case should be treated individually as each member of staff will have different circumstances.

J.1.2 There is a tax exemption covering certain relocation costs and fees up to £8,000, however this is subject to specific conditions being met. Staff who have agreement to claim relocation costs must contact the [Advice and Action Centre](#) prior to submitting expense claims in Workday.

J.1.3 Where relocation costs do not meet the tax exemption, the department may agree to pay the tax due on your behalf. Written approval should be sought from your line manager and budget holder prior to purchasing these items.



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