



Department for
Business, Energy
& Industrial Strategy

Order Form

ORDER REFERENCE: TRN 5215/07/2021

THE BUYER: The Secretary of State for the Department for
Business, Energy and Industrial Strategy

BUYER'S ADDRESS: 1 Victoria Street, London, SW1H 0ET, United
Kingdom

THE SUPPLIER: PricewaterhouseCoopers LLP

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2N 6RH

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 733367952

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-FZ7V3Z3

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated November 8, 2021 | 17:26 GMT

This Order Form is issued under the DPS Contract with the reference number RM6172 for the provision of grant administration services in furtherance of the Help to Grow Digital scheme.

DPS FILTER CATEGORIES:

1. Design and Development: programme guidance, design elements, application forms and processes, monitoring and reporting, expert consultancy, IT systems.
2. Market Engagement and Promotion: communication and marketing, target audiences, pre application guidance, template designs including digital.
3. Application and Award Services: administration, customer services, grant assessment & award, payment processing, performance monitoring.
4. Evaluation Services: design robust evaluation systems, measure impact and outcomes, carry out site visits, evaluate lessons learnt.
5. Counter Fraud Services: fraud detection, post-event assurance, grant review, mitigation of future risk.
6. Full Programme Management: a combination of two or more elements of the above.

ORDER INCORPORATED TERMS:

The following documents are incorporated into this Order 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 Order Special Terms set out in Order Schedule 24.
2. Joint Schedule 1 (Definitions and Interpretation) **RM6172**.
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6172**
 - Joint Schedule 2 (Variation Form);
 - Joint Schedule 3 (Insurance Requirements);
 - Joint Schedule 4 (Commercially Sensitive Information);
 - Joint Schedule 6 (Key Subcontractors);
 - Joint Schedule 7 (Financial Difficulties);
 - Joint Schedule 8 (Guarantee);
 - Joint Schedule 9 (Minimum Standards of Reliability);
 - Joint Schedule 10 (Rectification Plan);
 - Joint Schedule 11 (Processing Data); and
 - Joint Schedule 12 (Supply Chain Visibility).

- Order Schedules for **RM6172**

- Order Schedule 1 (Transparency Reports);
- Order Schedule 2 (Staff Transfer);
- Order Schedule 3 (Continuous Improvement);
- Order Schedule 5 (Pricing Details);
- Order Schedule 6 (ICT Services);
- Order Schedule 7 (Key Supplier Staff);
- Order Schedule 8 (Business Continuity and Disaster Recovery);
- Order Schedule 9 (Security);
- Order Schedule 10 (Exit Management);
- Order Schedule 11 (Not Used);
- Order Schedule 12 (Not Used);
- Order Schedule 13 (Implementation Plan and Testing);
- Order Schedule 14 (Service Levels);
- Order Schedule 15 (Order Contract Management);
- Order Schedule 16 (Benchmarking);
- Order Schedule 17 (Not Used);
- Order Schedule 18 (Background Checks);
- Order Schedule 19 (Not Used);
- Order Schedule 20 (Order Specification);
- Order Schedule 21 (Not Used);
- Order Schedule 22 (Not Used); and
- Order Schedule 23 (Not Used).

4. CCS Core Terms (DPS version) v1.0.1.

5. Joint Schedule 5 (Corporate Social Responsibility) **RM6172**.

6. Order Schedule 4 (Order Tender) as long as any parts of the Order 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 Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS:

The Special Terms set out in Order Schedule 24 (Special Terms) are incorporated into this Order Contract.

ORDER START DATE: 8 November 2021.

ORDER EXPIRY DATE: 30 November 2024.

ORDER INITIAL PERIOD: Comprises a period of 22 days for certain Services principally relating to the delivery of Milestone 1 and a 3 year period commencing on the Actual Milestone Date for Milestone 1 for the delivery of other Services beginning with the Initial Services and subsequently the Core Services and Transaction Services as more particularly described in the Order Contract.

ORDER OPTION EXTENSION PERIOD: A period of twelve (12) Months the exercise of which shall be subject to clause 10.2 of the CCS Core Terms and paragraph 7 (Extension of the Order Contract) of Order Schedule 24 (Special Terms).

DELIVERABLES:

See Order Schedule 20 (Order Specification).

MAXIMUM LIABILITY:

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] exclusive of VAT.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details).

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

- Indexation – as more particularly described under Order Schedule 5 (Pricing Details);
- Specific Change in Law; and
- Benchmarking using Order Schedule 16 (Benchmarking).

REIMBURSABLE EXPENSES:

None.

PAYMENT METHOD:

Bank Transfer to account confirmed by the Supplier on its invoice.

BUYER'S INVOICE ADDRESS:

[REDACTED]

[REDACTED]

finance@services.uksbs.co.uk

1 Victoria Street, SW1H 0ET

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

Senior Responsible Owner

Help to Grow: Digital

[REDACTED]@beis.gov.uk

1 Victoria Street, London SW1H 0ET

BUYER'S ENVIRONMENTAL POLICY

Not used.

BUYER'S SECURITY POLICY:

HMG Security Policy Framework, Version 1.1 – May 2018, available online at:

<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

SUPPLIER’S AUTHORISED REPRESENTATIVE

[Redacted]
Partner
[Redacted]@pwc.com
[Redacted]
PricewaterhouseCoopers LLP
7 More London Riverside, London, SE1 2RT

SUPPLIER’S CONTRACT MANAGER

[Redacted]
Director
[Redacted]@pwc.com
[Redacted]
PricewaterhouseCoopers LLP
One Chamberlain Square, Birmingham, B3 3AX

PROGRESS REPORT FREQUENCY

Friday of each week.

PROGRESS MEETING FREQUENCY

The provisions of paragraph 3 (Operational Board) to the Annex (Contract Boards) to Order Schedule 15 (Order Contract Management) shall apply and all references in this Order Contract to Progress Meetings shall be construed as a reference to Operational Board meetings.

KEY STAFF:

Key Role	Key Staff	Email Address	Phone Number
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
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[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
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[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

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KEY SUBCONTRACTOR(S):

None identified by the Supplier or approved by the Buyer as at the Order Start Date.

E-AUCTIONS:

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION:

No.	Date	Item(s)	Duration of Confidentiality
1	From the Effective Date	Order Schedule 4 (Order Tender)	From the Order Start Date up to and including the End Date of the Order Contract.
2	From the Effective Date	Order Schedule 5 (Pricing Details) – the Pricing Schedule	From the Order Start Date up to and including the End Date of the Order Contract.
3	From the Effective Date	Order Schedule 7 (Key Supplier Staff)	From the Order Start Date up to and including the End Date of the Order Contract.
4	From the Effective Date	Order Schedule 13 (Implementation Plan and Testing) – Implementation Plan	Two (2) years from the Order Start Date.
5	From the Effective Date	Personal and contact information for members and employees of the Supplier.	From the Order Start Date up to and including the End Date of the Order Contract.
6	From the Effective Date	Key Sub-Contract(s).	From the Order Start Date up to and including the End Date of the Order Contract.

SERVICE CREDITS

Service Credits will accrue in accordance with Order Schedule 14 (Service Levels).

The Service Credit Cap is:

- For the period of twelve (12) months commencing on the date Milestone 1 is Achieved, five (5) per cent of the Core Charges and the Transaction Charges calculated by reference to the Estimated Year 1 Charges; and

- On each subsequent anniversary of the date Milestone 1 is Achieved, five (5) per cent of the Core Charges and the Transaction Charges incurred by the Authority in the immediately preceding period of twelve (12) Months.

The Service Period is one Month.

A Critical Service Level Failure is: where the Supplier's performance falls below the relevant level specified for the relevant Service Level in the column headed "*Service Level Threshold*" in the Service Levels table then the Supplier's performance shall be deemed to have fallen to a critical level.

INSURANCES REQUIREMENTS

The following insurance requirements shall replace the values listed in the Annex (Required Insurances) to Joint Schedule 3:

- Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
- Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
- Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

No Additional Insurances required.

GUARANTEE:

Not applicable.

SOCIAL VALUE COMMITMENT:

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div>DocuSigned by: [Redacted] 38C27739706B4D3...</div>	Signature:	<div>DocuSigned by: [Redacted] 72CC4C7070A844C...</div>
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	November 8, 2021 17:19 GMT	Date:	November 8, 2021 17:26 GMT



Crown
Commercial
Service

Core Terms - DPS

1. Definitions used in the contract

- 1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

- 2.1 The Supplier is eligible for the award of Order Contracts during the DPS Contract Period.
- 2.2 CCS doesn't guarantee the Supplier any exclusivity, quantity or value of work under the DPS Contract.
- 2.3 CCS has paid one penny to the Supplier legally to form the DPS Contract. The Supplier acknowledges this payment.
- 2.4 If the Buyer decides to buy Deliverables under the DPS Contract it must use DPS Schedule 7 (Order Procedure) and must state its requirements using DPS Schedule 6 (Order Form Template and Order Schedules). If allowed by the Regulations, the Buyer can:
- make changes to DPS Schedule 6 (Order Form Template and Order Schedules)
 - create new Order Schedules
 - exclude optional template Order Schedules
 - use Special Terms in the Order Form to add or change terms
- 2.5 Each Order Contract:
- is a separate Contract from the DPS Contract
 - is between a Supplier and a Buyer
 - includes Core Terms, Schedules and any other changes or items in the completed Order Form
 - survives the termination of the DPS Contract
- 2.6 Where the Supplier is approached by an eligible buyer requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this DPS Contract before accepting their order. The Supplier will promptly notify CCS if the eligible buyer won't use this DPS Contract.
- 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 won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:
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- verify the accuracy of the Due Diligence Information
 - properly perform its own adequate checks
- 2.9 CCS and the Buyer won't 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.
- 2.11 An Order Contract can only be created using the electronic procedures described in the OJEU Notice as required by the Regulations.
- 2.12 A Supplier can only receive Orders under the DPS Contract while it meets the basic access requirements for the DPS stated in the OJEU Notice. CCS can audit whether a Supplier meets the basic access requirements at any point during the DPS Contract Period.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the DPS Application and, in relation to an Order Contract, the Order Tender (if there is one)
 - to a professional standard
 - using reasonable skill and care
 - using Good Industry Practice
 - using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
 - on the dates agreed
 - 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.

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- 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 don't conform with Clause 3. If the Supplier doesn't 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 an Order 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

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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 Levy and the Supplier must pay it using the process in DPS Schedule 5 (Management Levy and Information).
- 4.3 All Charges and the Management Levy:
- exclude VAT, which is payable on provision of a valid VAT invoice
 - 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:
- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
 - includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)
 - doesn't include any Management Levy (the Supplier must not charge the Buyer in any way for the Management Levy)
- 4.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
- 4.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30

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days of receipt of a valid, undisputed invoice. If this doesn't happen, CCS or the Buyer can publish the details of the late payment or non-payment.

- 4.8 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 and that cost is reimbursable by the Buyer, then CCS or the Buyer may either:
- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items
 - enter into a direct agreement with the Subcontractor or third party for the relevant item
- 4.9 If CCS or the Buyer uses Clause 4.8 then the Charges must be reduced by an agreed amount by using the Variation Procedure.
- 4.10 CCS and the Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:
- the relevant item being made available to the Supplier if required to provide the Deliverables
 - any reduction in the Charges excluding any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges
- 4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're 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:
- neither CCS or the Buyer can terminate a Contract under Clause 10.4.1
 - the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Contract
 - the Supplier is entitled to additional time needed to make the Delivery
 - the Supplier cannot suspend the ongoing supply of Deliverables
- 5.2 Clause 5.1 only applies if the Supplier:
- gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware
 - demonstrates that the Supplier Non-Performance only happened

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- because of the Authority Cause
- 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 for 7 years after the End Date.
- 6.3 The Supplier must allow 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.
- 6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.
- 6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- tell the Relevant Authority and give reasons
 - propose corrective action
 - provide a deadline for completing the corrective action
- 6.6 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:
- the methodology of the review
 - the sampling techniques applied
 - details of any issues
 - any remedial action taken
- 6.7 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:
- be appropriately trained and qualified
 - be vetted using Good Industry Practice and the Security Policy
 - comply with all conduct requirements when on the Buyer's Premises

- 7.2 Where a Buyer decides one of the Supplier's Staff isn't 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:
- it has full capacity and authority to enter into and to perform each Contract
 - each Contract is executed by its authorised representative
 - it is a legally valid and existing organisation incorporated in the place it was formed
 - 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
 - it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
 - it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
 - it is not impacted by an Insolvency Event
 - it will comply with each Order 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:
- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
 - 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 CCS or a Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.
- 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:
- receive and use the Deliverables
 - 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:
- obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

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

10.2 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.

10.3 Ending the contract without a reason

10.3.1 CCS has the right to terminate the DPS Contract at any time without reason or liability by giving the Supplier at least 30 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.3.2 Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

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:

- there's a Supplier Insolvency Event
- there's a Contract Default that is not corrected in line with an accepted Rectification Plan
- the Relevant Authority rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to any Contract
- there's a Default of Clauses 2.10, 9, 14, 15, 27, 32 or DPS Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract
- there's a consistent repeated failure to meet the Performance Indicators in DPS Schedule 4 (DPS Management)
- there's a Change of Control of the Supplier which isn't pre-approved by the Relevant Authority in writing
- there's a Variation to a Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- 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
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare

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that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations

- 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 DPS Contract if a Buyer terminates an Order Contract for any of the reasons listed in Clause 10.4.1.

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

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

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- 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

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

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Relevant Authority terminates a Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except

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where required to retain copies by law.

10.5.5 The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

10.5.6 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).

10.5.7 The following Clauses survive the termination of each Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate an Order 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.

10.6.2 If a Supplier terminates an Order Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- 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
- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

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

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Relevant Authority in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority

10.8 Partially ending and suspending the contract

10.8.1 Where CCS has the right to terminate the DPS Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Order Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Order Contracts that have already been signed.

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10.8.2 Where CCS has the right to terminate a DPS Contract it is entitled to terminate all or part of it.

10.8.3 Where the Buyer has the right to terminate an Order 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.

10.8.4 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.

10.8.5 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this DPS Contract (whether in tort, contract or otherwise) is no more than £100,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Order 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 Order Form

11.3 No Party is liable to the other for:

- any indirect Losses
- 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:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

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- its obligation to pay the required Management Levy
- 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, 9.5, 12.2 or 14.9 or Order Schedule 2 (Staff Transfer) of a Contract.
- 11.6 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.
- 11.7 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:
- Deductions
 - any items specified in Clause 11.5
- 11.8 If more than one Supplier is party to a Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

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 The Supplier indemnifies CCS and every Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with a Contract.
- 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).

Core Terms

- 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:
- 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
 - 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 14.7 unless CCS or the Buyer is at fault.
- 14.8 The Supplier:
- must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request
 - must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
 - must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
 - 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
 - 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:

- keep all Confidential Information it receives confidential and secure

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- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- 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:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- 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 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 CCS or the Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer
- 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
- if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

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- 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 the required timescales the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:
- publish the Transparency Information
 - comply with any Freedom of Information Act (FOIA) request
 - 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, which does not need to be reasonable.

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's 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 and agreements whether written or oral. No other provisions apply.

19. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (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

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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:

- provides a Force Majeure Notice to the other Party
- 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.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

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 can not assign 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 Crown 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:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

24.1 Either Party can request a Variation to a Contract which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

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

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

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless in the case of an Order 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
- 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 DPS Pricing 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, DPS Pricing or a Contract and provide evidence:

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- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

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

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're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address indicated on the Platform.

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:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- 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 doesn't 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.

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- 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:
- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
 - 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:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- 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:

- 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
- keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request
- 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:

- been investigated or prosecuted for an alleged Prohibited Act
- 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

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- or agency
- received a request or demand for any undue financial or other advantage of any kind related to a Contract
- 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 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- 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:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- 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:

- all applicable Law regarding health and safety
- 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're 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:
- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
 - 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 an Order Contract, the Supplier must both:
- 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
 - 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:
- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with

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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

- 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
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- 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:
- Law
 - Clause 12.1
 - 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

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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:

- determine the Dispute
- grant interim remedies
- 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 issues arising out of, or connected to it, are governed by English law.

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

1 Definitions

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown 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;

Joint Schedule 1 (Definitions)

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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; and

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

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to an Order 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 an Order 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; (c) verify the Open Book Data; (d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;

Joint Schedule 1 (Definitions)

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	<p>(e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>(f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>(g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>(i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>(j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>(k) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract;</p>
"Auditor"	<p>(a) the Buyer's internal and external auditors;</p> <p>(b) the Buyer's statutory or regulatory auditors;</p> <p>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>(d) HM Treasury or the Cabinet Office;</p> <p>(e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant

Joint Schedule 1 (Definitions)

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	Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Order Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"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 DPS Contract initially identified in the DPS Appointment Form and subsequently on the Platform;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;

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"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Order Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Order 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 DPS Appointment Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the DPS Contract or the Order Contract, as the context requires;
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Period"	the term of either a DPS Contract or Order Contract from the earlier of the: (a) applicable Start Date; or

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	<p>(b) the Effective Date</p> <p>until the applicable End Date;</p>
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under DPS Contracts and Order 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> <p>(a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> (i) base salary paid to the Supplier Staff; (ii) employer's National Insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Buyer; <p>(b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted</p>

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	<p>accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>(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;</p> <p>(d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>(a) Overhead;</p> <p>(b) financing or similar costs;</p> <p>(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Order Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>(d) taxation;</p> <p>(e) fines and penalties;</p> <p>(f) amounts payable under Order Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	<p>all applicable data protection and privacy legislation in force from time to time in the UK, including:</p> <p>a) the UK GDPR;</p>

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	<p>b) the DPA 2018 (and regulations made thereunder);</p> <p>c) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and</p> <p>all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).</p>
"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;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under an Order 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 Levy"	has the meaning given to it in Paragraph 8.1.1 of DPS Schedule 5 (Management Levy 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 an Order Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Order Schedule 13 (Implementation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");

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"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hard copy 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>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;
"DPS"	the dynamic purchasing system operated by CCS in accordance with Regulation 34 that this DPS Contract governs access to;
"DPS Application"	the application submitted by the Supplier to CCS and annexed to or referred to in DPS Schedule 2 (DPS Application);
"DPS Appointment Form"	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Supplier and CCS and subsequently held on the Platform;

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"DPS Contract"	the dynamic purchasing system access agreement established between CCS and the Supplier in accordance with Regulation 34 by the DPS Appointment Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"DPS Contract Period"	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract;
"DPS Expiry Date"	the date of the end of the DPS Contract as stated in the DPS Appointment Form;
"DPS Incorporated Terms"	the contractual terms applicable to the DPS Contract specified in the DPS Appointment Form;
"DPS Initial Period"	the initial term of the DPS Contract as specified in the DPS Appointment Form;
"DPS Optional Extension Period"	such period or periods beyond which the DPS Initial Period may be extended up to a maximum of the number of years in total specified in the DPS Appointment Form;
"DPS Pricing"	the maximum price(s) applicable to the provision of the Deliverables set out in DPS Schedule 3 (DPS Pricing);
"DPS Registration"	the registration process a Supplier undertakes when submitting its details onto the Platform;
"DPS SQ Submission"	the Supplier's selection questionnaire response;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Appointment Form incorporated into the DPS Contract;
"DPS Start Date"	the date of start of the DPS Contract as stated in the DPS Appointment Form;
"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;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of:

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	<p>(a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Clause 10.2); or</p> <p>(b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</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;
"Estimated Year 1 Contract Charges"	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2:</p> <p>(a) in the first Contract Year, the Estimated Year 1 Contract Charges; or</p> <p>(b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>(c) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the DPS Expiry Date or the Order Expiry Date (as the context dictates);
"Extension Period"	the DPS Optional Extension Period or the Order Optional Extension Period as the context dictates;
"Filter Categories"	The number of categories specified in DPS Schedule 1 (Specification), if applicable;
"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;

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"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> (i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and <p>any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	<p>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;</p>
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> (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"	<p>a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;</p>
"Goods"	<p>goods made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;</p>

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"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: (a) are supplied to the Supplier by or on behalf of the Authority; or (b) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Government Functional Standard GovS 013: Counter Fraud"	the Standard that sets the expectations for the management of fraud, bribery and corruption risk in government organisations;
"Government Functional Standards GovS 015: Grants"	the Standard that all grant making bodies adhere to when developing grant schemes and programmes;
"Government Grants Information Service (GGIS)"	the portal that captures all information on grant awards across all departments;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;

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"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Order 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 DPS Pricing/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 Order Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with DPS Schedule 3 (DPS Pricing) 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;

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"Initial Period"	the initial term of a Contract specified on the Platform or the Order Form, as the context requires;
"Insolvency Event"	<p>a party suffers an insolvency event if:</p> <ul style="list-style-type: none"> a) it 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 is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; c) it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; d) a petition is filed (which is not dismissed within fourteen (14) Working Days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over it; f) the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver; g) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets; h) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; i) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect

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	<p>equivalent or similar to any of the events mentioned in (a) to (h) (inclusive); or</p> <p>j) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Order Contract Period to install the Goods in accordance with the Order Contract;
"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 claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	<p>the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at:</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 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub- Contract"	each Sub-Contract with a Key Subcontractor;

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"Key Subcontractor"	<p>any Subcontractor:</p> <p>(a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>(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</p> <p>(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 Order Contract,</p> <p>and the Supplier shall list all such Key Subcontractors on the Platform 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;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Man Day"	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information"	The management information specified in DPS Schedule 5 (Management Levy and Information);
"Management Levy"	the sum specified on the Platform payable by the Supplier to CCS in accordance with DPS Schedule 5 (Management Levy and Information);
"Marketing Contact"	shall be the person identified in the DPS Appointment Form;

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"Maximum Margin Percentage"	means the percentage a Supplier will apply on top of the total cost of provision of the Services to enable effective delivery, continuous improvement and, where applicable according to the status of the Suppliers, profit.
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period;
"MI Failure"	means when an MI report: <ul style="list-style-type: none"> (a) contains any material errors or material omissions or a missing mandatory field; or (b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with DPS Schedule 5 (Management Levy and Information);
"MI Reporting Template"	means the form of report set out in the Annex to DPS Schedule 5 (Management Levy and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Model Grant Funding Agreement"	the standard funding agreement that should be signed by successful applicants;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<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; but shall not include the Supplier's Existing IPR;

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"Occasion of Tax Non – Compliance"	<p>where:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(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> <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>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Order 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) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses, if allowed under the Order Form;</p> <p>(c) Overheads;</p>

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	<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 DPS 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 the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Order Form;
"Order Contract Period"	the Contract Period in respect of the Order Contract;
"Order Expiry Date"	the date of the end of an Order Contract as stated in the Order Form;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create an Order Contract;
"Order Form Template"	the template in DPS Schedule 6 (Order Form Template and Order Schedules);
"Order Incorporated Terms"	the contractual terms applicable to the Order Contract specified under the relevant heading in the Order Form;
"Order Initial Period"	the Initial Period of an Order Contract specified in the Order Form;
"Order Optional Extension Period"	such period or periods beyond which the Order Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Order Procedure"	the process for awarding an Order Contract pursuant to Clause 2 (How the contract works) and DPS Schedule 7 (Order Procedure);
"Order Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Order Contract;

Joint Schedule 1 (Definitions)

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"Order Start Date"	the date of start of an Order Contract as stated in the Order Form;
"Order Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following an Order Procedure and set out at Order Schedule 4 (Order Tender);
"Other Contracting Authority"	any actual or potential Buyer under the DPS 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 DPS Contract, CCS or the Supplier, and in the in the context of an Order 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 DPS Contract set out in DPS Schedule 4 (DPS 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 a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Platform"	the online application operated on behalf of CCS to facilitate the technical operation of the DPS;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;

Joint Schedule 1 (Definitions)

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"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>(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> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>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

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	assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in DPS Schedule 9 (Cyber Essentials), if applicable, in the case of the DPS Contract or Order Schedule 9 (Security), if applicable, in the case of an Order Contract;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>(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</p> <p>(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;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;

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"Relevant Authority's Confidential Information"	<p>(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);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>(c) information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Order 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;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Part B of Order Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Order Schedule 13 is not used in this

Joint Schedule 1 (Definitions)

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	Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a DPS or Order Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Order Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Order 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 DPS Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Order Contract (which, where Order Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in DPS Schedule 1 (Specification) and in relation to an Order Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> (a) the Deliverables are (or are to be) provided; or (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;

Joint Schedule 1 (Definitions)

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"Special Terms"	a) any additional Clauses set out in the DPS Appointment 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 DPS Schedule 1 (Specification), as may, in relation to an Order Contract, be supplemented by the Order Form;
"Standards"	<p>any:</p> <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 DPS Schedule 1 (Specification); (c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; <p>relevant Government codes of practice and guidance applicable from time to time;</p>
"Start Date"	in the case of the DPS Contract, the date specified on the DPS Appointment Form, and in the case of an Order Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Order Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than an Order Contract or the DPS Contract, pursuant to which a third party:</p> <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 <p>is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p>

Joint Schedule 1 (Definitions)

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"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the DPS Appointment Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Order Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the DPS Appointment Form, or later defined in an Order Contract;
"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>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 Order 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 Order Contract;
"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>comply with an obligation under a Contract;</p>

Joint Schedule 1 (Definitions)

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"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 an Order Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Order Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in an Order Contract;
"Test Plan"	a plan: (a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to an Order Contract as set out in the Test Plan or elsewhere in an Order Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

Joint Schedule 1 (Definitions)

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"Transparency Information"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for:</p> <p>(a) 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>(b) 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 Order Schedule 1 (Transparency Reports);
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.

Joint Schedule 2 (Variation Form)

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Joint Schedule 2 (Variation Form)

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

Contract Details		
This variation is between:	[delete] as applicable: CCS / Buyer] (" CCS " " the Buyer ") And [insert] name of Supplier] (" the Supplier ")	
Contract name:	[insert] name of contract to be changed] (" the Contract ")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: CCS/Buyer/Supplier]	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> [CCS/Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation (including breakdown of increases to the Milestone Payment or Operational Charges):	£ [insert] amount]
	New Contract value:	£ [insert] amount]

- 1 This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by [delete] as applicable: CCS / Buyer]
- 2 Words and expressions in this Variation shall have the meanings given to them in the Contract.

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Joint Schedule 2 (Variation Form)

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- 3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)
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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS/Buyer]

Signature _____

Date _____

Name (in Capitals) _____

Address _____

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

Signature _____

Date _____

Name (in Capitals) _____

Address _____

Joint Schedule 3 (Insurance Requirements)

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Joint Schedule 3 (Insurance Requirements)**1 The insurance you need to have**

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under an Order 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 DPS 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 Order Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
- 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2 How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

Joint Schedule 3 (Insurance Requirements)

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3 What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4 Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5 Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6 Cancelled Insurance

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non- renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7 Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate 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

Joint Schedule 3 (Insurance Requirements)

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provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Joint Schedule 3 (Insurance Requirements)

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ANNEX: REQUIRED INSURANCES

- 1 The Supplier shall hold the following standard insurance cover from the DPS 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 one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000); 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)

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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.	Date	Item(s)	Duration of Confidentiality
1	From the Effective Date	Order Schedule 4 (Order Tender)	From the Order Start Date up to and including the End Date of the Order Contract.
2	From the Effective Date	Order Schedule 5 (Pricing Details) – the Pricing Schedule	From the Order Start Date up to and including the End Date of the Order Contract.
3	From the Effective Date	Order Schedule 7 (Key Supplier Staff)	From the Order Start Date up to and including the End Date of the Order Contract.
4	From the Effective Date	Order Schedule 13 (Implementation Plan and Testing) – Implementation Plan	Two (2) years from the Order Start Date.
5	From the Effective Date	Personal and contact information for members and employees of the Supplier.	From the Order Start Date up to and including the End Date of the Order Contract.

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6	From the Effective Date	Key Sub-Contract(s).	From the Order Start Date up to and including the End Date of the Order Contract.

Joint Schedule 5 (Corporate Social Responsibility)

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Joint Schedule 5 (Corporate Social Responsibility)

1 What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
(https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf).
- 1.2 CCS expects its suppliers and subcontractors to meet the standards set out in that Code. In addition, CCS expects its suppliers and subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2 Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3 Modern Slavery, Child Labour and Inhumane Treatment

"**Modern Slavery Helpline**" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

Joint Schedule 5 (Corporate Social Responsibility)

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- 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 offences 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 offences 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 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 that all workers are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 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;

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- 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 ensure 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 is 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;
- 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
- 5.3.4 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 can be found online at:

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

Joint Schedule 6 (Key Subcontractors)

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Joint Schedule 6 (Key Subcontractors)**1 Restrictions on certain subcontractors**

- 1.1 The Supplier is entitled to sub-contract its obligations under the DPS Contract to the Key Subcontractors identified on the Platform.
- 1.2 The Supplier is entitled to sub-contract its obligations under an Order Contract to Key Subcontractors listed on the Platform who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to the Platform. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to the Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected DPS Price over the DPS Contract Period;
 - 1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Order Contract Period; and
 - 1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

Joint Schedule 6 (Key Subcontractors)

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- 1.5 If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
- 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Buyer.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;
 - 1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub- Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub- Contract to CCS and/or the Buyer;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the DPS Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.7 a provision restricting the ability of the Key Subcontractor to sub- contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

Joint Schedule 7 (Financial Difficulties)

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Joint Schedule 7 (Financial Difficulties)

1 Definitions

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

"Credit Rating Threshold" the minimum credit rating level for the Monitored Company as set out in Annex 2;

"Financial Distress Event" the occurrence of one or more of the following events:

- (a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- (b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;
- (d) Monitored Company committing a material breach of covenant to its lenders;
- (e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- (f) any of the following:
 - (i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - (ii) non-payment by the Monitored Company of any financial indebtedness;
 - (iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - (iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract

Joint Schedule 7 (Financial Difficulties)

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and delivery of the Deliverables in accordance with any Order Contract;

"Financial Distress Service Continuity Plan" a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Order Contract in the event that a Financial Distress Event occurs;

"Monitored Company" Supplier or any Key Subcontractor

"Rating Agencies" the rating agencies listed in Annex 1.

2 When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive termination or expiry of this Contract:

2.2.1 under the DPS Contract until the later of (a) the termination or expiry of the DPS Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the DPS Contract (which might be after the date of termination or expiry of the DPS Contract); and

2.2.2 under the Order Contract until the termination or expiry of the Order Contract.

3 What happens when your credit rating changes

3.1 The Supplier warrants and represents to CCS that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify CCS in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 The Supplier shall:

3.3.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

3.3.2 promptly notify (or shall procure that its auditors promptly notify) CCS in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.4 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable

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Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4 What happens if there is a financial distress event

- 4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:
 - 4.2.1 rectify such late or non-payment; or
 - 4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall and shall procure that the other Monitored Companies shall:
 - 4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Order Contract; and
 - 4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract:
 - (a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and
 - (b) provide such financial information relating to the Monitored Company as CCS may reasonably require.
- 4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.
- 4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

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- 4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:
- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance of each Contract and delivery of the Deliverables in accordance with each Order Contract;
 - 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.
- 4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into an Order Contract with the Supplier.

5 When CCS or the Buyer can terminate for financial distress

- 5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if:
- 5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;
 - 5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or
 - 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6 What happens If your credit rating is still good

- 6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

Joint Schedule 7 (Financial Difficulties)

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- 6.1.2 CCS shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

Joint Schedule 7 (Financial Difficulties)

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ANNEX 1: RATING AGENCIES

Dun and Bradstreet

ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	45

Joint Schedule 8 (Guarantee)

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Joint Schedule 8 (Guarantee)**1 Definitions**

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

"DPS Guarantor"	any person acceptable to CCS to give a DPS Guarantee;
"DPS Guarantee"	a deed of guarantee in favour of CCS and all Buyers in the form set out in the Annex to this Schedule;
"Order Guarantee"	a deed of guarantee in favour of a Buyer in the form set out in the Annex to this Schedule; and
"Order Guarantor"	the person acceptable to a Buyer to give an Order Guarantee;

2 DPS Guarantee

- 2.1 Where CCS has notified the Supplier that the award of the DPS Contract is conditional upon receipt of a valid DPS Guarantee, then on or prior to the execution of the DPS Contract, as a condition for the award of the DPS Contract, the Supplier must have delivered to CCS:
- 2.1.1 an executed DPS Guarantee from a DPS Guarantor; and
 - 2.1.2 a certified copy extract of the board minutes and/or resolution of the DPS Guarantor approving the execution of the DPS Guarantee.
- 2.2 If the Supplier fails to deliver the documents as required by Paragraphs
- 2.3 2.1.1 and 2.1.2 above within 30 days of request then CCS shall be entitled to terminate this DPS Contract without liability and the Buyer shall be entitled to terminate the Order Contract without liability.
- 2.4 Where the CCS has procured a DPS Guarantee from the Supplier pursuant to Paragraph 2.1 CCS may terminate this DPS Contract by issuing a Termination Notice to the Supplier where:
- 2.4.1 the DPS Guarantor withdraws the DPS Guarantee for any reason whatsoever;
 - 2.4.2 the DPS Guarantor is in breach or anticipatory breach of the DPS Guarantee;
 - 2.4.3 an Insolvency Event occurs in respect of the DPS Guarantor;
 - 2.4.4 the DPS Guarantee becomes invalid or unenforceable for any reason whatsoever;
or
 - 2.4.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the CCS;

Joint Schedule 8 (Guarantee)

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and in each case the DPS Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to CCS.

- 2.5 Notwithstanding Clause 19 (Other people's rights in this contract), this Schedule (Guarantee) is intended to confer benefits on Buyers and is intended to be enforceable by Buyers by virtue of the CRTPA.

3 Order Guarantee

- 3.1 Where a Buyer has notified the Supplier that the award of the Order Contract by the Buyer shall be conditional upon receipt of a valid Order Guarantee, then, on or prior to the execution of the Order Contract, as a condition for the award of that Order Contract, the Supplier shall deliver to the Buyer:

3.1.1 an executed Order Guarantee from an Order Guarantor; and

3.1.2 a certified copy extract of the board minutes and/or resolution of the Order Guarantor approving the execution of the Order Guarantee.

- 3.2 Where a Buyer has procured an Order Guarantee from the Supplier under Paragraph 2.4 above, the Buyer may terminate the Order Contract for Material Default where:

3.2.1 the Order Guarantor withdraws the Order Guarantee for any reason whatsoever;

3.2.2 the Order Guarantor is in breach or anticipatory breach of the Order Guarantee;

3.2.3 an Insolvency Event occurs in respect of the Order Guarantor;

3.2.4 the Order Guarantee becomes invalid or unenforceable for any reason whatsoever; or

3.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Buyer;

3.2.6 and in each case the Order Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Buyer.

Joint Schedule 8 (Guarantee)

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Annex 1 – Form of Guarantee

[NOT USED]

Joint Schedule 9 (Minimum Standards of Reliability)

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Joint Schedule 9 (Minimum Standards of Reliability)

1 Standards

- 1.1 No Order Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice ("**Minimum Standards of Reliability**") at the time of the proposed award of that Order Contract.
- 1.2 CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:
 - 1.2.1 upon the request of any Buyer; or
 - 1.2.2 whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its DPS Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

Joint Schedule 10 (Rectification Plan)
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Joint Schedule 10 (Rectification Plan)

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

Joint Schedule 10 (Rectification Plan
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	[...]	[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)

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Joint Schedule 11 (Processing Data)

Status of the Controller

1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the Data Protection Legislation. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

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

Joint Schedule 11 (Processing Data)

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- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the United Kingdom (UK) 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 UK GDPR Article 46 or section 75 of the DPA 2018) as determined by the Controller;

Joint Schedule 11 (Processing Data)

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- (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6 Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller 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.
- 7 The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 8 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - (a) the Controller with full details and copies of the complaint, communication or request;

Joint Schedule 11 (Processing Data)

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- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the 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.
- 10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

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Joint Schedule 11 (Processing Data)

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- 14 The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- 16 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with 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

- 17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 18 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 19 Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 20 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 21 The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).

Joint Schedule 11 (Processing Data)

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- 22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of

Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the 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.

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

- 24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 25 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:

- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
- (b) implement any measures necessary to restore the security of any compromised Personal Data;
- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
- (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

Joint Schedule 11 (Processing Data)

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- 26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 28 Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Joint Schedule 11 (Processing Data)

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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:

BEIS Data Protection Officer, Department for Business, Energy & Industrial Strategy, 1
Victoria Street London SW1H 0ET Email: dataprotection@beis.gov.uk.

1.2 The contact details of the Supplier's Data Protection Officer are:

Name:

[REDACTED]

Email:

uk_privacy_information_management@pwc.com

**Telephone
number:**

[REDACTED]

Address:

1 Embankment Place, London, WC2N 6RH

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> <p>Category of Personal Data</p> <p>Full name Role and position Business email address* Business telephone number* Business address* Business Bank details*</p> <p>*To the extent that this information relates to an identified or identifiable individual and only includes information relating to natural persons who:</p> <ul style="list-style-type: none"> • can be identified or who are identifiable, directly from the information in question; or • who can be indirectly identified from that information in combination with other information <p>Criminal offence data – including criminal activity; allegations; investigations; and proceedings.</p>

Joint Schedule 11 (Processing Data)

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	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under this Agreement).
Duration of the Processing	Data will be processed from 1 st December 2021 to 30 November 2024.
Nature and purposes of the Processing	<p>The nature of the processing will include the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The nature purpose of processing will include:</p> <ul style="list-style-type: none"> • the storage and use of names and business contact details of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake the Order Contract and performance management. The Order Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Order Contract. • an assessment of eligibility of SMEs and vendors, user support and payment of funds. <p>where the Supplier is processing criminal offence data, it will be doing so in order to facilitate eligibility checks for onboarding vendors.</p>

Joint Schedule 11 (Processing Data)

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Type of Personal Data	<p>Full name Role and position Business email address* Business telephone number* Business address* Business Bank details*</p> <p>To the extent that this information relates to an identified or identifiable individual and only includes information relating to natural persons who:</p> <ul style="list-style-type: none"> • can be identified or who are identifiable, directly from the information in question; or • who can be indirectly identified from that information in combination with other information <p>Criminal offence data – including criminal activity; allegations; investigations; and proceedings. Names, business telephone numbers and email addresses, office location and position of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake the Contract and performance management. The Contract itself will include the names and business contact details of staff of both the Buyer and the Supplier involved in managing the Contract.</p>
Categories of Data Subject	<p>Staff of small and medium enterprises as users of the Help to Grow: Digital scheme</p> <p>Staff of software suppliers as vendors on the Help to Grow: Digital scheme</p> <p>Directors, company representatives</p> <p>Staff of the Buyer and the Supplier, including where those employees are named within the Contract itself or involved within the Contract management.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	<p>The Personal Data will be retained by the Supplier for a twelve-month retention period, following which the Supplier will provide the Relevant Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Relevant Authority and erase from any computers, storage devices and storage media that are to be retained by the Supplier the expiry of the Contract and Supplier retention period. The Supplier will certify to the Relevant Authority that it has completed such deletion. Where Personal Data is contained within the Contract documentation, this will be retained in line with the Department for Business, Energy and Industrial Strategy's privacy notice found within the Invitation to Tender.</p>

Joint Schedule 11 (Processing Data)

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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 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [Supplier/Relevant Authority] 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;
- (a) 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;
 - (b) 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;
 - (c) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - (d) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2 Undertakings of both Parties

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

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- (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 Services 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 Services 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 that Party would not be permitted to do so;
 - (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 Data Loss Event;

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- (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (j) 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
 - (k) 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 Relevant Authority 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;
 - (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 Relevant Authority 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.

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- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has been 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 Services.
- 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.

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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

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 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**"):

Joint Schedule 11 (Processing Data)

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- (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.

Joint Schedule 12 (Supply Chain Visibility)

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Joint Schedule 12 (Supply Chain Visibility)

1 Definitions

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

"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises;
"Supply Chain Information Report Template"	the document at Annex 1 of this Schedule 12; and
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

2 Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Relevant Authority in the format and frequency as reasonably specified by the Relevant Authority; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2.2 Each advert referred to at Paragraph 2.1.1 of this Schedule 12 shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

Joint Schedule 12 (Supply Chain Visibility)

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- 2.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3 Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Relevant Authority which incorporates the data described in the Supply Chain Information Report Template which is:
- (a) the total contract revenue received directly on the Contract;
 - (b) the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and
 - (c) the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Relevant Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) to (c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Relevant Authority issuing a replacement version. The Relevant Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Joint Schedule 12 (Supply Chain Visibility)

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Annex 1

Supply Chain Information Report template

[Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.
Guidance about the data required is provided below.
PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT .

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)
Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ✓
£1.2m ✗
1.2m ✗

A2. Total value of subcontracted revenues (£)
(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs.
Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ✓
£190k ✗
190k ✗

A3. Total value of subcontracted revenues to SMEs (£)
Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ✓
£0.05m ✗
0.05m ✗

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (if different).
Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

[Dept] SME Data Collection

v2.1

Please refer to the guidance tab.
Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]

INSERT YOUR ORGANISATION/COMPANY NAME	Full Year 2018/19 (Apr 2018- Mar 2019)	
SELECT DEPARTMENT	£	%
CONTRACT NAME		
A1. Total contract revenue (£) received directly from selected contract.	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	

Data provided by:

Name	
Organisation	INSERT YOUR ORGANISATION/COMPANY NAME
DUNS Number	
Email	
Phone	
Date	

Please provide details of the preferred contact for future reporting (If applicable):

Name	
Email	
Phone	

Breakdown of Departmental Contract Revenue
(100%= £0)

Order Schedule 1 (Transparency Reports)

Order Ref:

Crown Copyright 2020

Order Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the DPS Contract, and subject to paragraph 1.5 below, within two (2) Months of the Order 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.
- 1.5 The Buyer shall confirm the final list of Transparency Reports under this Order Contract within twenty (20) Working Days of the Order Start Date having due regard to the nature of the Services to be delivered under this Order Contract and its obligations PPN 01/17 (Updates to transparency principles v1.1).

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Order Schedule 1 (Transparency Reports)

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Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance Management Report	<p>Shall include (without limitation):</p> <ul style="list-style-type: none"> Key performance metrics, including (but not limited to) Volumes of SME & vendor Applicants; Volumes of SME and Vendors at each stage of the process; reporting on support services – reasons for queries, outcomes, root cause; and Plans for the management of underperformance. 	To be agreed during Implementation.	Monthly
Continuous Improvement Report	<p>Shall include (without limitation):</p> <ul style="list-style-type: none"> Continuous Improvement Plan. 	To be agreed during Implementation.	Every six (6) Months (or such other time period as the Parties may agree) provided always that the first Continuous Improvement Plan shall be produced in accordance with the timetable set out in paragraph 2.4 of Order Schedule 3 (Continuous Improvement)
Annual Report	<p>Shall include (without limitation):</p> <ul style="list-style-type: none"> Performance under the Order Contract; and Order Contract value and any incentivisation mechanisms in the Order Contract. 	To be agreed during Implementation.	Annually

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Order Schedule 2 (Staff Transfer)

Order Ref:

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Order Schedule 2 (Staff Transfer)

1. Definitions

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

"Employee Liability"

1 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:

- 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 debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation 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 the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"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;

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Order Schedule 2 (Staff Transfer)

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"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel who 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 Personnel 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;
"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 Laws), 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;

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Order Schedule 2 (Staff Transfer)

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"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 and whose names are provided to the Supplier on or prior to 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 and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. Interpretation

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 Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor 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.

3. Which parts of this Schedule apply

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

- Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)
- Part B (Staff Transfer At Start Date – Transfer From Former Supplier)
- Part C (No Staff Transfer On Start Date)
- Part D (Pensions)
 - - Annex D1 (CSPS)
 - - Annex D2 (NHSPS)
 - - Annex D3 (LGPS)
 - - Annex D4 (Other Schemes)
- Part E (Staff Transfer on Exit)

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Order Schedule 2 (Staff Transfer)

Order Ref:

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Part A: Staff Transfer at the Start Date

Outsourcing from the Buyer

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee.

1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -

2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for 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 equal

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pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Buyer's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.

5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

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6. Pensions

6.1 The Supplier shall comply with:

6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and

6.1.2 the provisions in Part D: Pensions.

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Order Schedule 2 (Staff Transfer)

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Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

1.1 The Buyer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-contractor and each such Transferring Former Supplier Employee.

1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor whether occurring or having its origin before, on or after the Relevant Transfer Date.

2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-contractor pursuant to the Employment Regulations then:

2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;

2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

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Order Schedule 2 (Staff Transfer)

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2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

2.4.1 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or

2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.

3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

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6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B 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's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

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Order Schedule 2 (Staff Transfer)

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Part C: No Staff Transfer on the Start Date

1. What happens if there is no 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 Subject to Paragraphs 1.3, 1.4 and 1.5, 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 Sub-contractor pursuant to the Employment Regulations then:

1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;

1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

(a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor 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; and

(b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.

1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:

1.3.1 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.

1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor 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 Sub-contractor.

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

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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.

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Part D: Pensions**1. Definitions**

In this Part D, 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:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means 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;
"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</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;
"Fair Deal Employees"	<p>those:</p> <p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</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 Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;</p> <p>(d) where the Former Supplier becomes the Supplier those employees;</p> <p>who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;</p>
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

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"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including: (a) any amendments to that document immediately prior to the Relevant Transfer Date; and (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
"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, 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 or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

2.3.2 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.

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).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising 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 and/or the LGPS Admission Agreement or relates to the

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payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

4.3.1 shall survive termination of this Contract; and

4.3.2 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 this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries 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.

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 Sub-contractor 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.

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8. Transferring New Fair Deal Employees

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

8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

8.1.2 procure that the employer to which the Fair Deal 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 Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme 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 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPS and/or the relevant Administering Authority 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 Employee that remain eligible for New Fair Deal protection following a Service Transfer;

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10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal 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 relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

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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):

"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 Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"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 The Supplier shall procure that the Fair Deal Employees, 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 and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

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Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;

"NHSPS Eligible Employees" each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:

(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or

(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),

and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

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"NHS Body"	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHSPS"	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.

2. Membership of the NHS Pension Scheme

2.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS,
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must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.2 The Supplier must supply to the Buyer by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

2.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

2.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

2.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 2 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

2.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

3. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

4. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS.

5. What the buyer do if the Supplier breaches its pension obligations

5.1 The Supplier agrees that the Buyer is entitled to make arrangements with NHS Pensions for the Buyer to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Buyer in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.

5.2 If the Buyer is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Buyer may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Buyer. The provisions of Paragraph 10 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

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5.3 In addition to the Buyer's right to terminate the Contract, if the Buyer is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Buyer will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

6. Compensation when pension scheme access can't be provided

6.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

6.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

6.1.2 access to a Broadly Comparable pension scheme,

the Buyer may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Buyer determining whether the level of compensation offered is reasonable in the circumstances.

6.2 This flexibility for the Buyer to allow compensation in place of Pension Benefits is in addition to and not instead of the Buyer's right to terminate the Contract.

7. Indemnities that a Supplier must give

7.1 The Supplier must indemnify and keep indemnified the CCS, the Buyer and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or the level of such benefit provided, constitutes a breach of his or her employment rights.

7.2 The Supplier must indemnify and keep indemnified the Buyer, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

8. Sub-Contractors

8.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

8.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Buyer receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

8.1.2 if, in accordance with Paragraph 4 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Buyer) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 10 below (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

8.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Buyer, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are

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identical to the indemnities set out in Paragraph 7 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

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Annex D3:**Local Government Pension Schemes (LGPS)****1. Definitions**

1.1 In this Annex D3: LGPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Administering Authority"	the relevant Administering Authority of the Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Fund"	the relevant pension fund within the LGPS;
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.

2. Supplier must become a LGPS admission body

2.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

2.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date

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are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

2.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

2.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

3. Right of set-off

The Buyer shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

4. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

5. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

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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 Laws, 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 Sub-contractor (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 Sub-contractor.

1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor 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 assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

- 1.5.1 not replace or re-deploy any Supplier Personnel 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 not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);
- 1.5.3 not increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed
- 1.5.4 not 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;

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- 1.5.5 not 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 not 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;
 - 1.5.7 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
 - 1.5.8 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
 - 1.5.9 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
 - 1.5.10 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
 - 1.5.11 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.12 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.13 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.14 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.15 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.16 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Buyer, any Replacement Supplier and any Replacement Sub-contractor relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Effective 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 such information as the Buyer may reasonably require 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;

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1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor 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 to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (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 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that 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 Sub-contractor (as the case may be) and each such Transferring Supplier Employee.

2.2 The Supplier 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 including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor 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.

2.4 The indemnity 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 Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.

2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring 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

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Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then;

2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;

2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;

2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;

2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

2.6.1 (a) any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or

2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contractor accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.

2.11 The indemnity in Paragraph 2.10 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 Sub-contractor (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 Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in

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the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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Order Schedule 3 (Continuous Improvement)

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Order Schedule 3 (Continuous Improvement)

1. Buyer's Rights

- 1.1 The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS 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.

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- 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 Order Contract, the Supplier may make a proposal for gain share. If the Buyer deems gain share 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 gain share ratio.

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Order Schedule 4 (Order Tender)

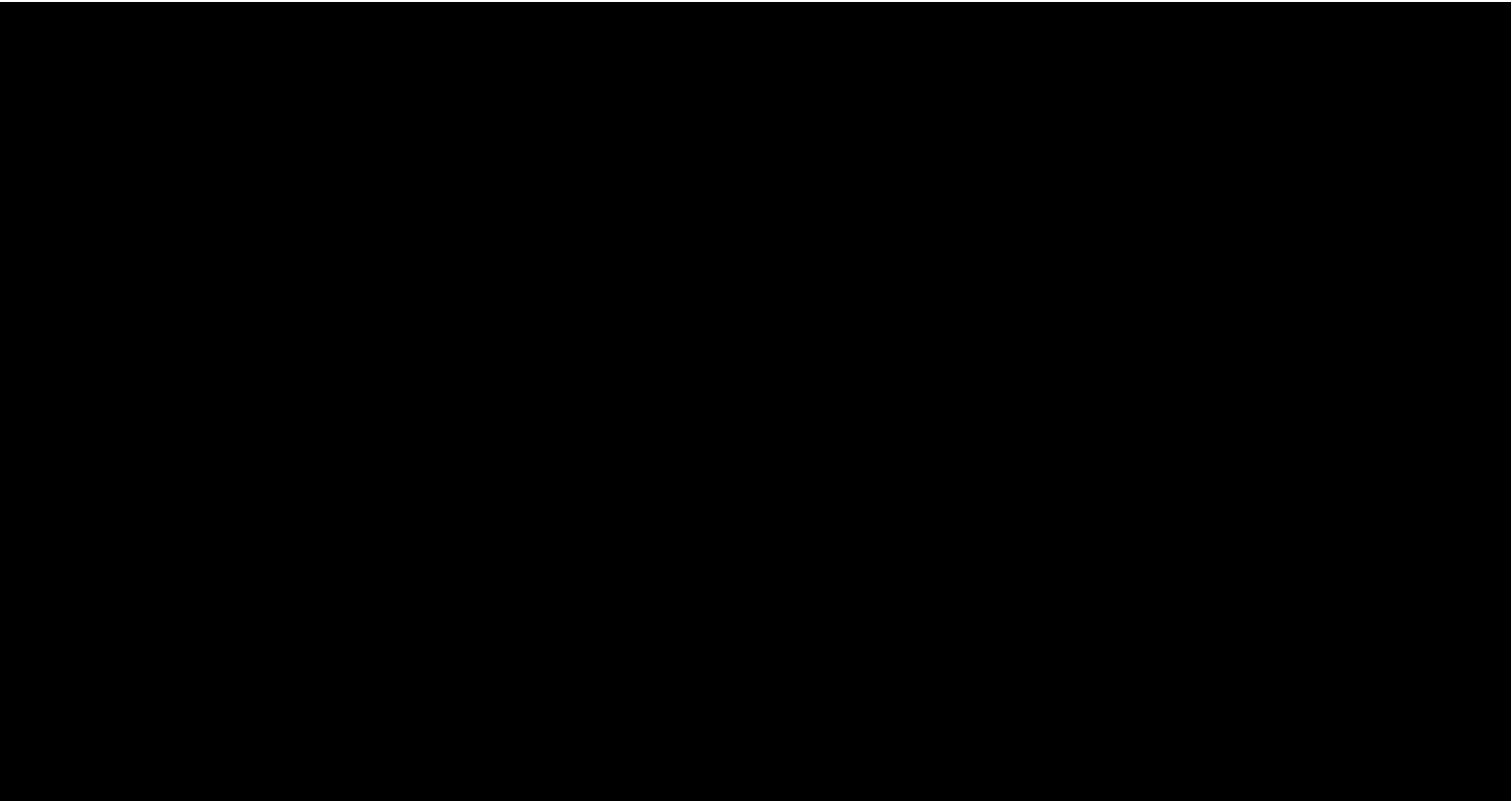
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Order Schedule 4 (Order Tender)

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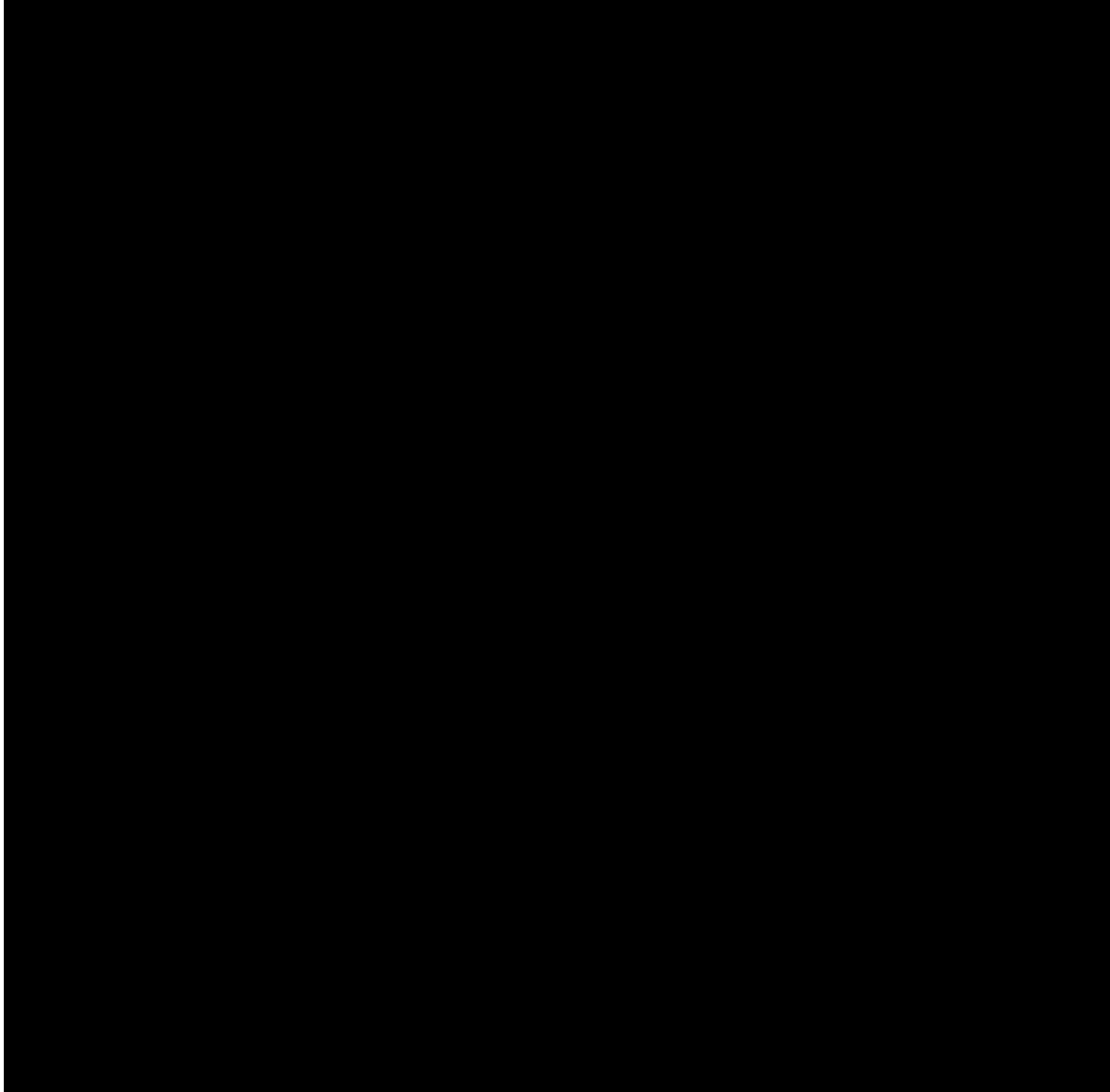


The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

The study was conducted in a laboratory setting, and the data were collected using a series of experiments. The results of the experiments were analyzed using statistical methods, and the findings were compared with the results of previous studies. The study found that the research objectives were achieved, and the results were consistent with the hypotheses.

The study has several limitations, and there are some areas for future research. The study was limited to a specific population, and the results may not be generalizable to other populations. The study also used a specific methodology, and the results may be affected by the methodology used.

In conclusion, the study found that the research objectives were achieved, and the results were consistent with the hypotheses. The study has several limitations, and there are some areas for future research.



the 1990s, the number of people in the United States who are obese has increased by 50% (Flegal et al. 2002). In the United Kingdom, the prevalence of obesity has increased from 10% in 1980 to 15% in 1997 (Health Survey for England 1997). In the United States, the prevalence of obesity has increased from 15% in 1980 to 23% in 1994 (Flegal et al. 2002).

Obesity is a complex condition, with many causes and consequences. It is a leading cause of death and disability in the United States, and is associated with a number of chronic diseases, including heart disease, diabetes, and cancer. Obesity is also a major risk factor for many other health problems, including high blood pressure, high cholesterol, and asthma. In addition, obesity can have a significant impact on a person's quality of life, leading to social stigma and discrimination.

There are many factors that contribute to obesity, including genetics, diet, and physical activity. In the United States, the prevalence of obesity has increased significantly in the past few decades, and this is largely due to changes in diet and physical activity. In the United Kingdom, the prevalence of obesity has also increased, but at a slower rate than in the United States.

There are many reasons why obesity is a complex condition. One reason is that it is a multifactorial condition, with many different causes. Another reason is that it is a chronic condition, with a high risk of relapse. Finally, there are many different consequences of obesity, and these can vary significantly from person to person.

There are many different treatments for obesity, and these can vary significantly from person to person. Some treatments are aimed at reducing calorie intake, while others are aimed at increasing physical activity. Some treatments are aimed at both reducing calorie intake and increasing physical activity. Finally, there are some treatments that are aimed at addressing the underlying causes of obesity.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then moves on to a literature review, which provides a background on the topic and identifies the gaps in the existing research. The methodology section describes the research design, data collection, and analysis. The results section presents the findings of the study, and the conclusion summarizes the main points and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical methods. The results of the study are presented in a clear and concise manner, and the conclusions are based on the evidence gathered.

The study has several strengths, including a well-defined research design, a large and diverse sample, and the use of advanced statistical techniques. However, there are also some limitations, such as the cross-sectional nature of the data and the potential for self-report bias. Despite these limitations, the study provides valuable insights into the topic and contributes to the existing knowledge in the field.

The findings of the study have important implications for practice and policy. They suggest that there is a need for further research in this area, and that the results can be used to inform the development of effective interventions and policies. The study also highlights the importance of considering individual differences and the role of the environment in the development of the phenomenon being studied.

In conclusion, the study is a valuable contribution to the field and provides a solid foundation for future research. The findings are clear and compelling, and the conclusions are well-supported by the evidence. The study is a model of good research practice and should be read by all those interested in the topic.

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million (from 2.5 million in 1980 to 4 million in 1999). The public sector has become a major employer in the UK, and this has implications for the way in which the public sector is managed and the way in which it is funded.

The public sector is a complex and diverse entity, and it is difficult to define it precisely. However, it can be described as the part of the economy that is owned and controlled by the state. It includes a wide range of activities, from the provision of health care and education to the provision of social security and the management of public infrastructure.

The public sector is a major source of employment in the UK, and it is also a major source of revenue for the state. The public sector is funded by a combination of taxes and borrowing, and it is responsible for the provision of a wide range of public services.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

The study was conducted in a laboratory setting, and the data were collected using a series of experiments. The results of the experiments were analyzed using statistical methods, and the findings were compared with the results of previous studies. The study found that the research objectives were achieved, and the results were consistent with the findings of previous research.

The study has several limitations, and there are some areas for future research. The study was conducted in a laboratory setting, and the results may not be generalizable to real-world situations. Future research should focus on conducting field studies to validate the findings of the laboratory experiments.

In conclusion, the study has provided valuable insights into the research topic, and the findings are consistent with the existing literature. The study has identified several areas for future research, and the results provide a solid foundation for further exploration of the topic.

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The study was conducted in a laboratory setting, where the participants were asked to perform a series of tasks. The data was collected using a specialized software package, which allowed for the recording of various parameters. The results were then analyzed using statistical methods, and the findings were compared with the existing literature.

The findings of the study indicate that there is a significant difference between the two groups. This difference was observed in all of the parameters measured. The results suggest that the intervention had a positive effect on the participants, and that the findings are consistent with the existing literature.

In conclusion, the study has shown that the intervention is effective in improving the performance of the participants. The findings are consistent with the existing literature, and the results suggest that the intervention should be used in future studies.

The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the data. The final part of the paper provides a summary of the findings and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a large sample of participants, ensuring the representativeness of the findings. The analysis was conducted using advanced statistical techniques, allowing for a detailed examination of the data. The results of the study are presented in a clear and concise manner, highlighting the key findings and their implications.

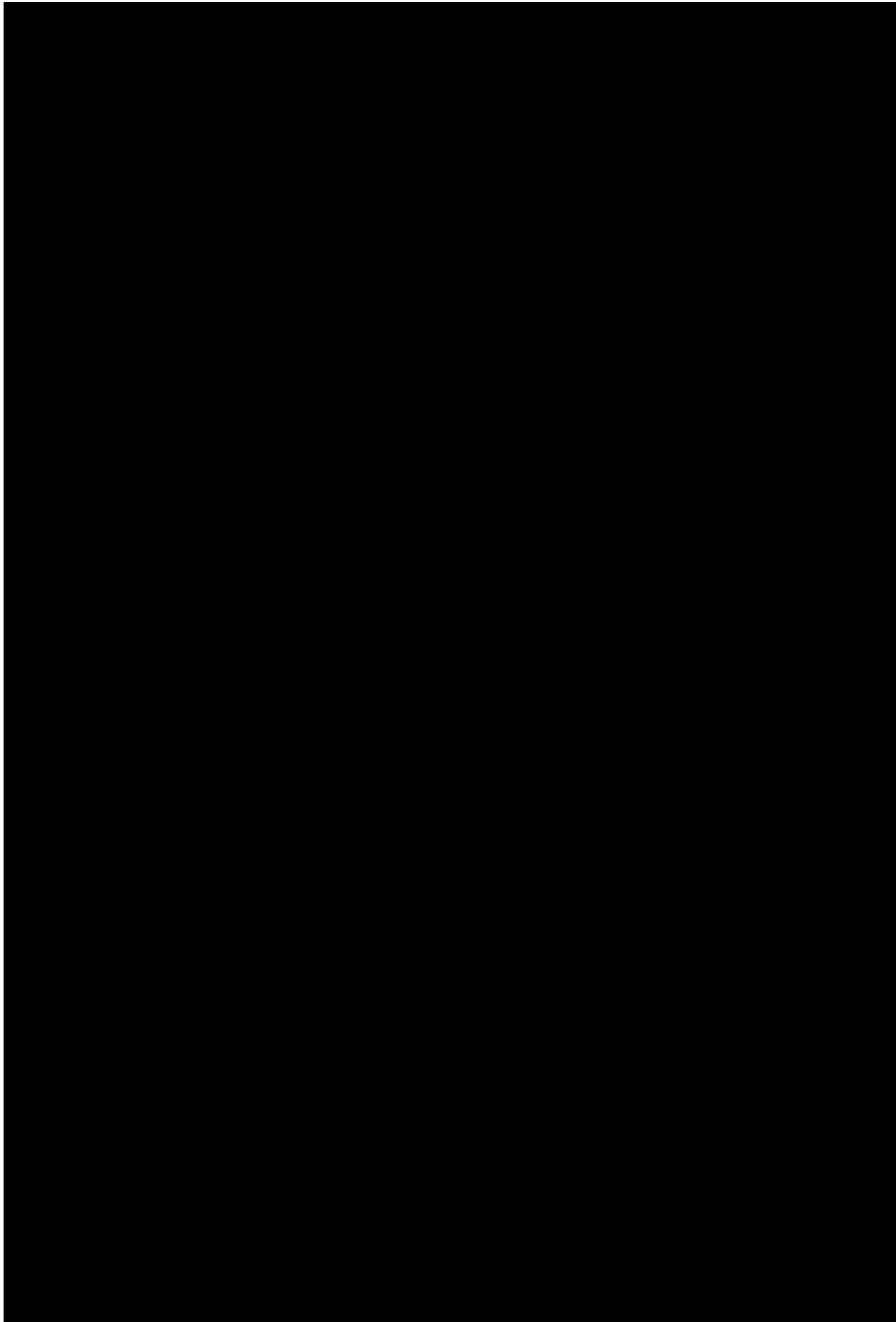
The conclusions drawn from the study are based on the evidence presented in the data. They provide a comprehensive overview of the subject matter and offer valuable insights into the field. The findings suggest that there is a need for further research in this area, particularly in the context of the current study. The suggestions for future research are based on the limitations of the current study and the need for a more in-depth understanding of the subject matter.

In conclusion, the study has provided a comprehensive overview of the subject matter and has identified key findings and implications. The methodology used in the study was rigorous and systematic, ensuring the reliability of the findings. The results of the study are presented in a clear and concise manner, highlighting the key findings and their implications. The conclusions drawn from the study are based on the evidence presented in the data and offer valuable insights into the field.

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.



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The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to determine the relationships between the variables.

The results of the study show that there is a significant positive relationship between the variables. This finding is consistent with the previous research in the field. The study also found that there are some limitations to the research, and further research is needed to explore the topic in more depth.

In conclusion, the study has provided valuable insights into the topic. The findings suggest that there is a need for further research in this area, and the results can be used to inform policy and practice.



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The study was conducted in a laboratory setting. The participants were recruited from a local university and were assigned to two groups: the experimental group and the control group. The experimental group received the intervention, while the control group did not. The data were collected over a period of six weeks.

The results of the study show that the intervention had a significant positive effect on the outcome variable. The experimental group showed a significant improvement in the outcome variable compared to the control group. The findings suggest that the intervention is effective in improving the outcome variable.

The conclusion of the study is that the intervention is effective in improving the outcome variable. The findings suggest that the intervention is a promising approach for improving the outcome variable. Further research is needed to confirm the findings and to explore the long-term effects of the intervention.

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The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a representative sample of the population, and the analysis was performed using advanced statistical techniques. The results of the study indicate that there is a significant relationship between the variables under investigation, and this finding has important implications for the field of study.

In conclusion, the study has provided valuable insights into the subject matter and has contributed to the existing body of knowledge. The findings suggest that further research is needed to explore the underlying mechanisms and to test the generalizability of the results. The authors hope that this paper will serve as a useful reference for researchers and practitioners alike.

the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1999. The public sector has become a major employer in the UK, and its growth has been a key factor in the overall growth of the economy.

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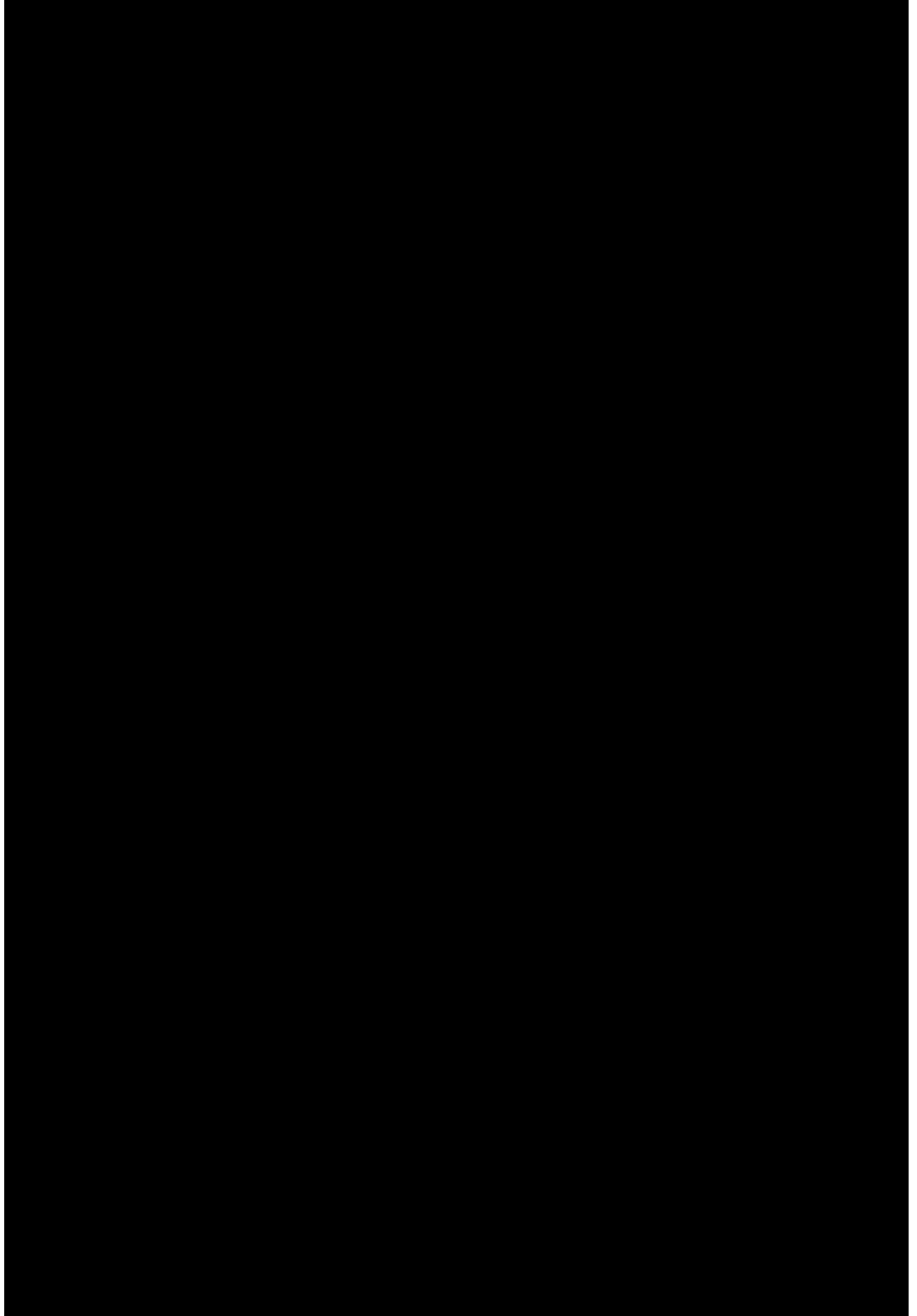
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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office for National Statistics 2000). The number of people aged 65 and over is projected to increase by 2.5 million by 2020 (Office for National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (1999) has published a strategy for ageing, which sets out the government's commitment to improve the lives of older people. The strategy is based on the following principles:

- Older people should be able to live independently and actively.
- Older people should be able to access the services and facilities they need.
- Older people should be able to participate in the decisions that affect their lives.

The strategy also sets out a number of key objectives, including: to improve the health and well-being of older people; to improve the quality of life of older people; to improve the opportunities for older people to participate in the decisions that affect their lives; and to improve the support for older people and their families.

The strategy is a key document for the development of policies and services for older people. It provides a framework for the development of policies and services that are based on the principles and objectives of the strategy.

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the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported to be the most common serotype of *Shigella* isolated from children with shigellosis [11].

There is a paucity of data on the prevalence of *Shigella* in the United Kingdom. In a study of 1000 patients with acute diarrhoea, 10% were found to have *Shigella* [12]. In a study of 1000 patients with acute diarrhoea, 10% were found to have *Shigella* [12]. In a study of 1000 patients with acute diarrhoea, 10% were found to have *Shigella* [12].

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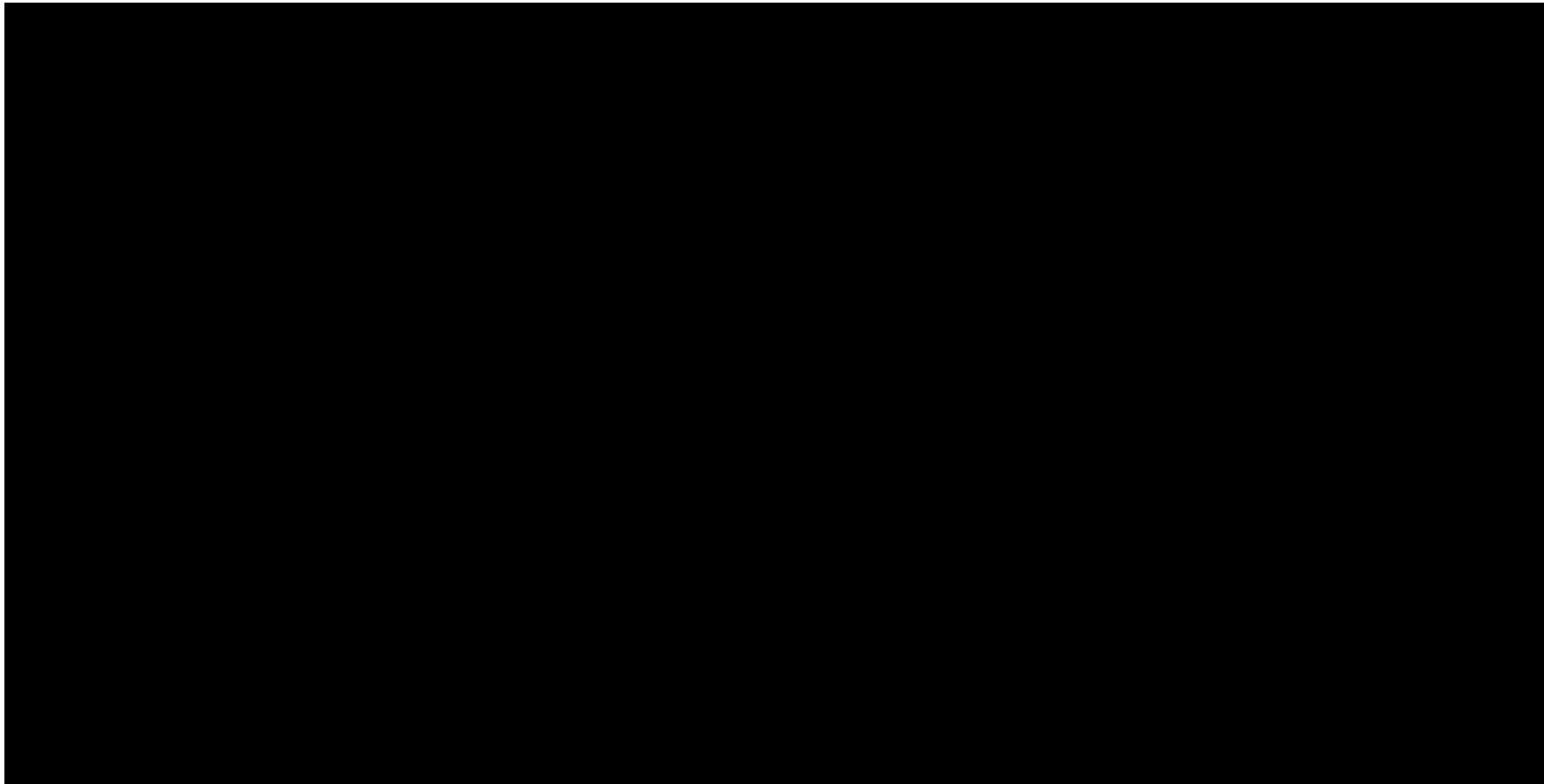
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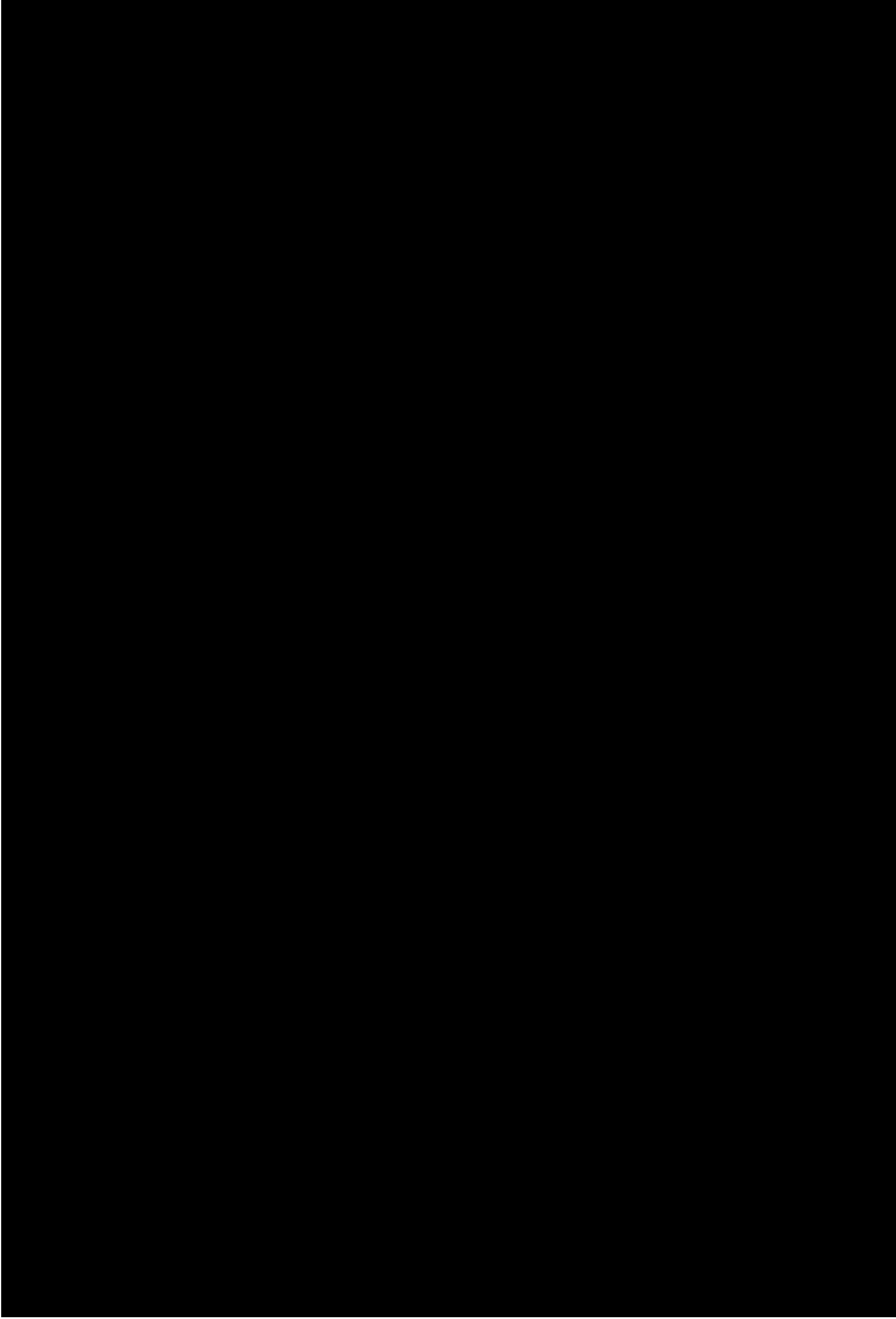
The first part of the paper discusses the importance of the research and the objectives of the study. It then proceeds to a literature review, highlighting the key findings of previous studies in this field. The methodology section describes the research design, data collection methods, and the statistical analysis used. The results section presents the findings of the study, and the discussion section interprets these findings in the context of the research objectives. Finally, the conclusion summarizes the main points of the paper and suggests areas for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was carried out using appropriate statistical techniques. The results of the study are presented in a clear and concise manner, and the discussion provides a thorough interpretation of the findings. The conclusion highlights the significance of the research and the need for further investigation in this area.

The findings of this study have important implications for the field of research. They provide valuable insights into the relationship between the variables under investigation and suggest practical applications of the research. The study also identifies the limitations of the research and suggests ways in which the findings can be used to inform future research.

In conclusion, this paper presents a comprehensive analysis of the research topic. It provides a detailed account of the research process, from the formulation of the research question to the presentation of the results. The findings of the study are presented in a clear and accessible manner, and the discussion provides a thorough interpretation of the results. The conclusion summarizes the main points of the paper and suggests areas for future research.

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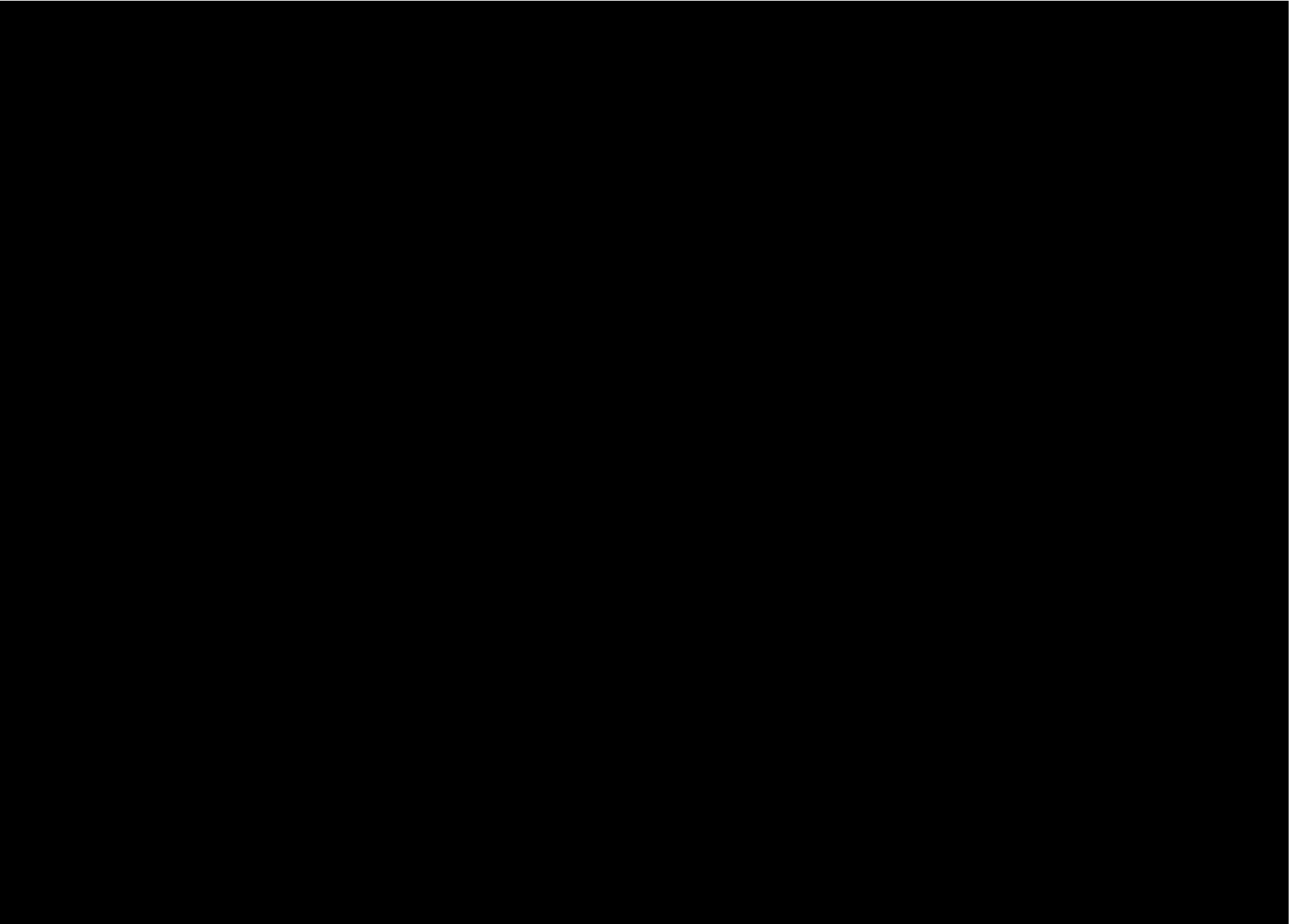


The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to determine the relationships between the variables.

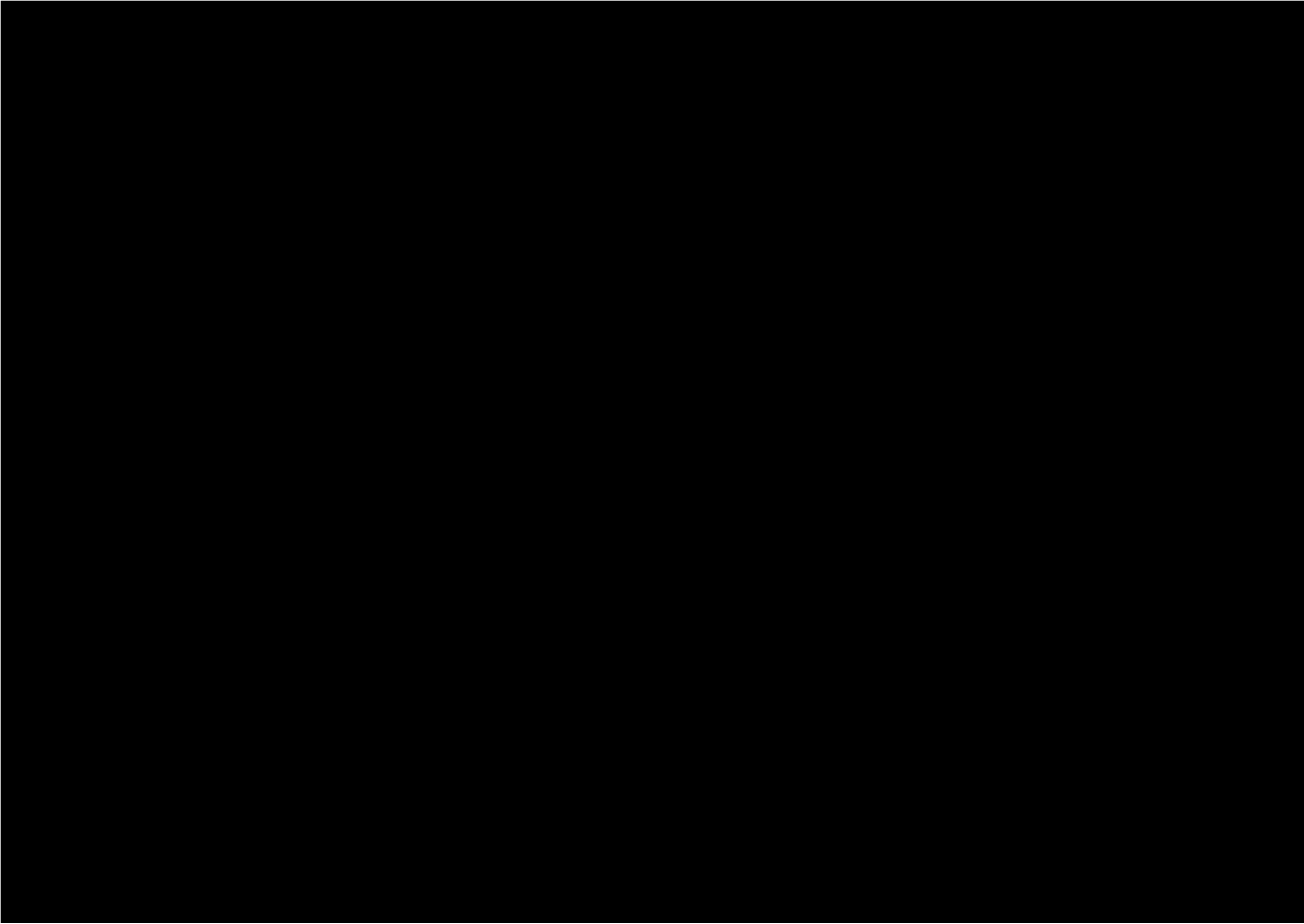
The results of the study show that there is a significant positive relationship between the variables. This finding is consistent with the previous research in the field. The study also found that there are several factors that influence the relationship between the variables.

The conclusions of the study suggest that the findings have important implications for practice and policy. Further research is needed to explore the relationships between the variables in more detail.

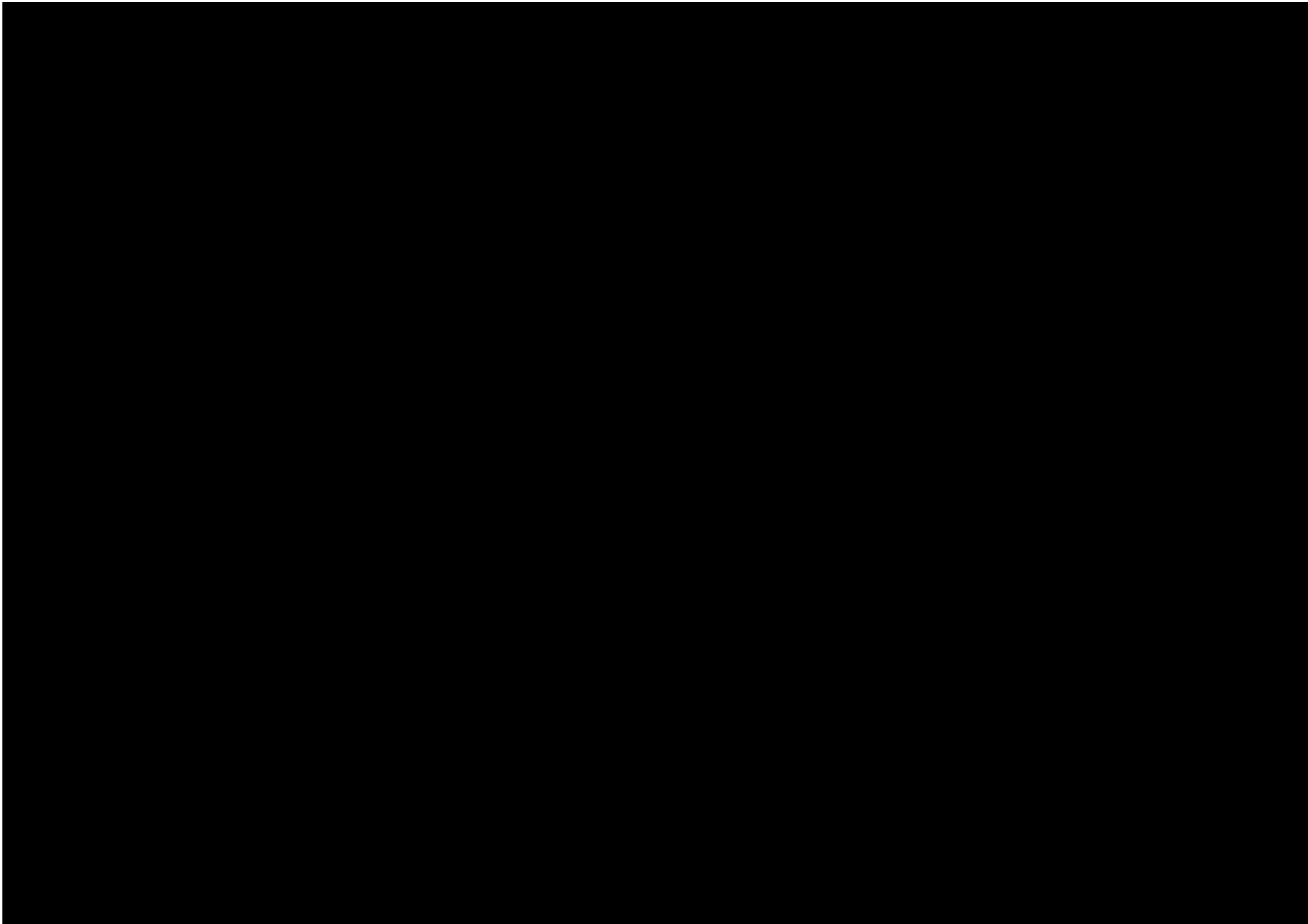


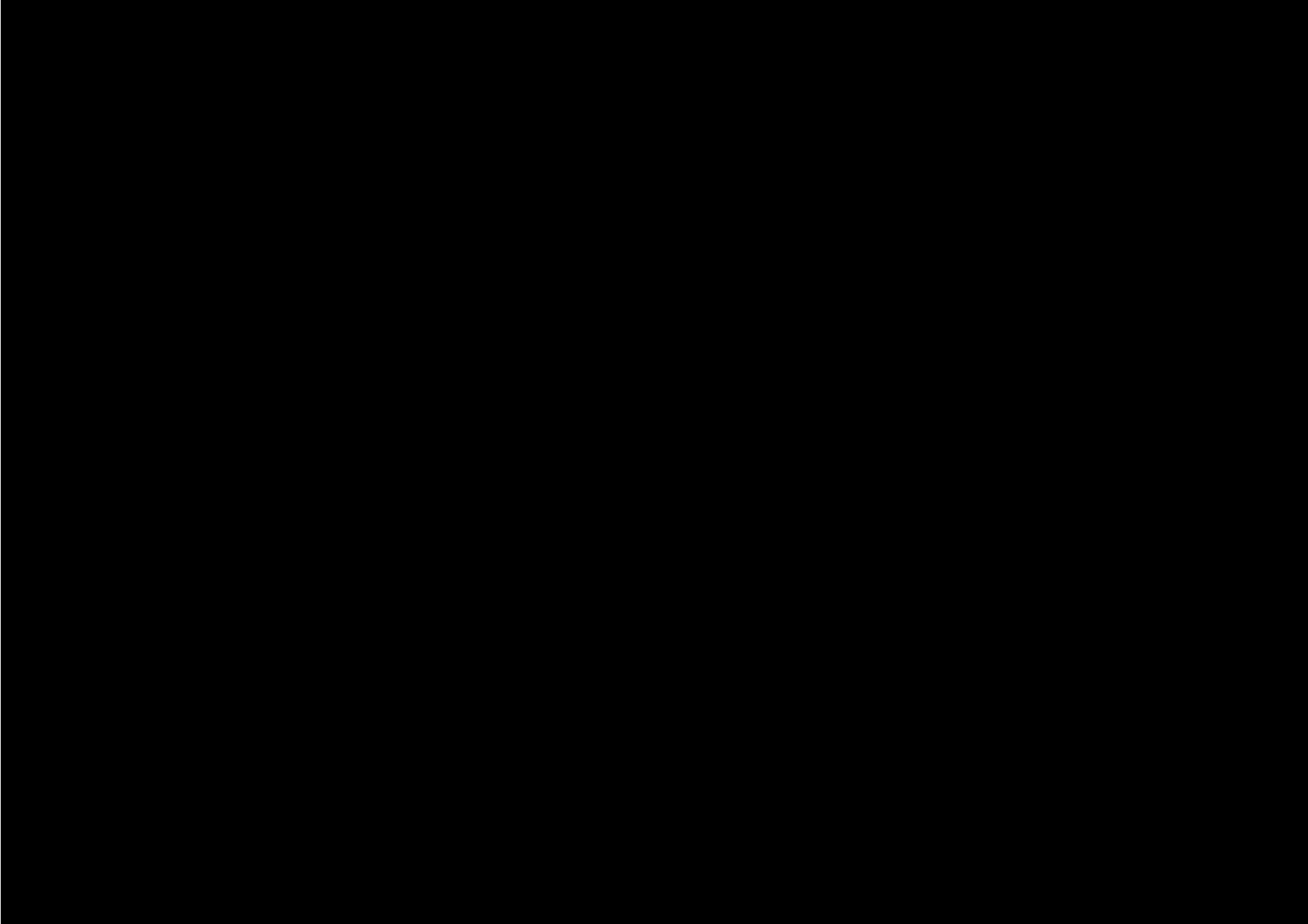


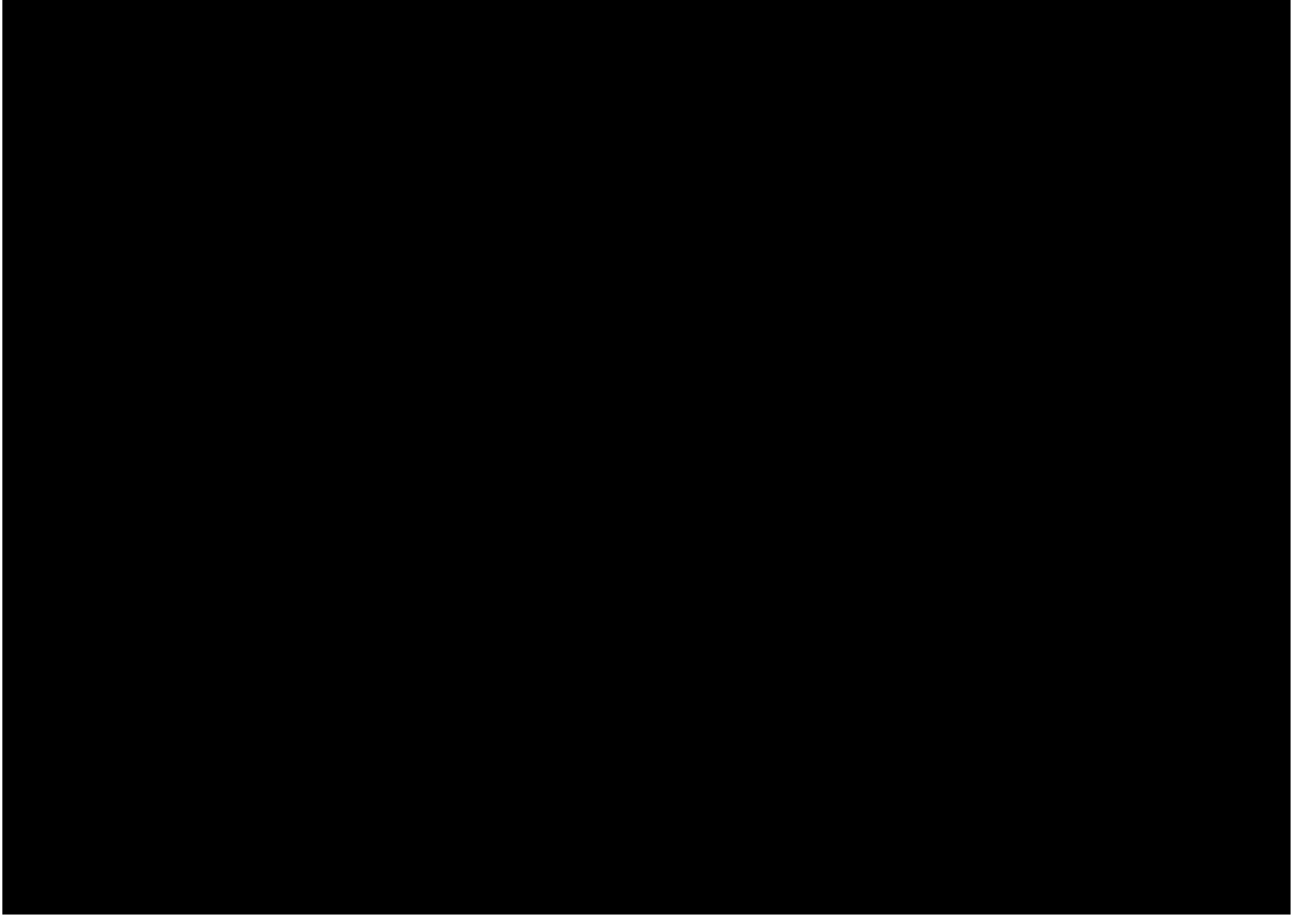


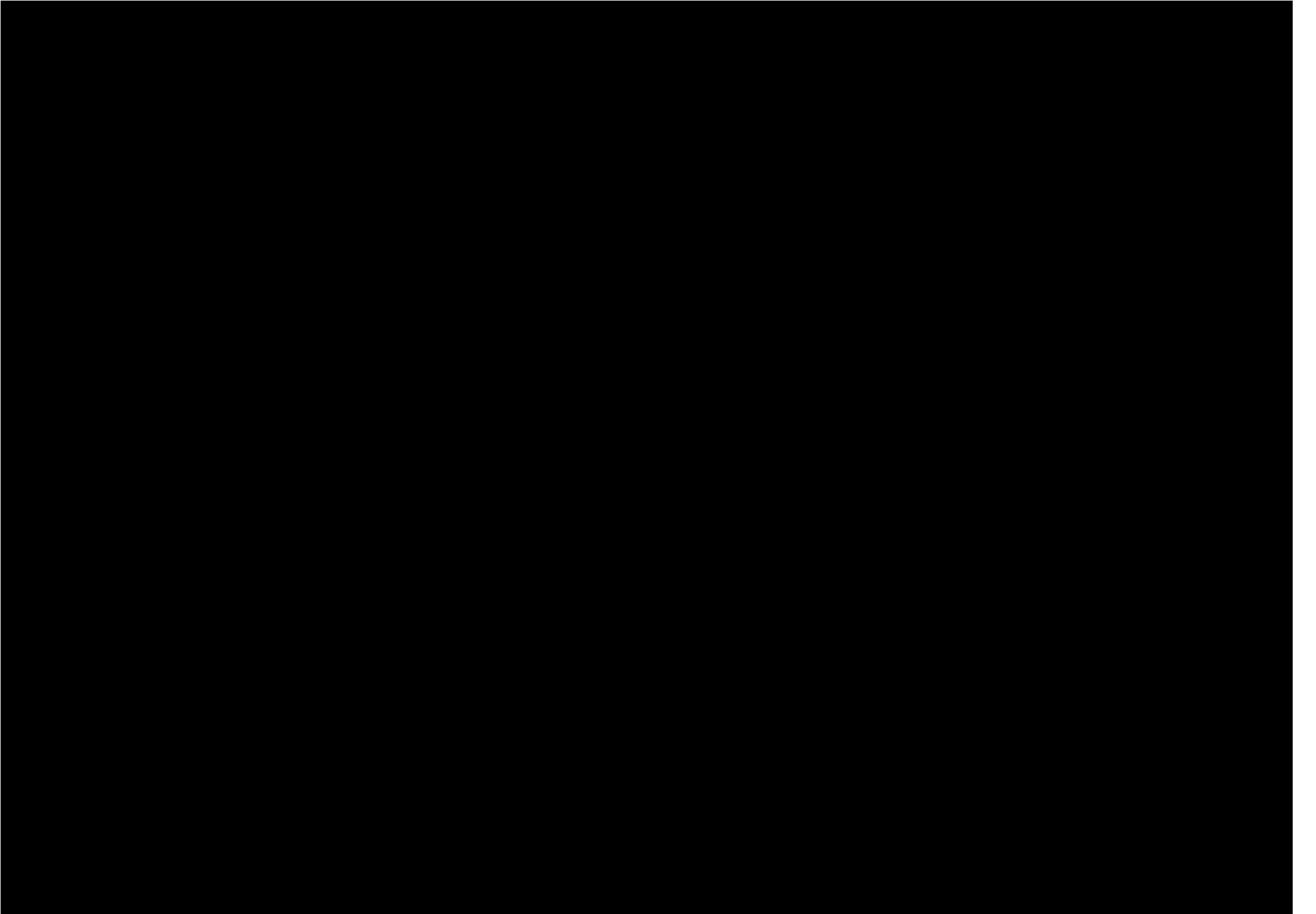


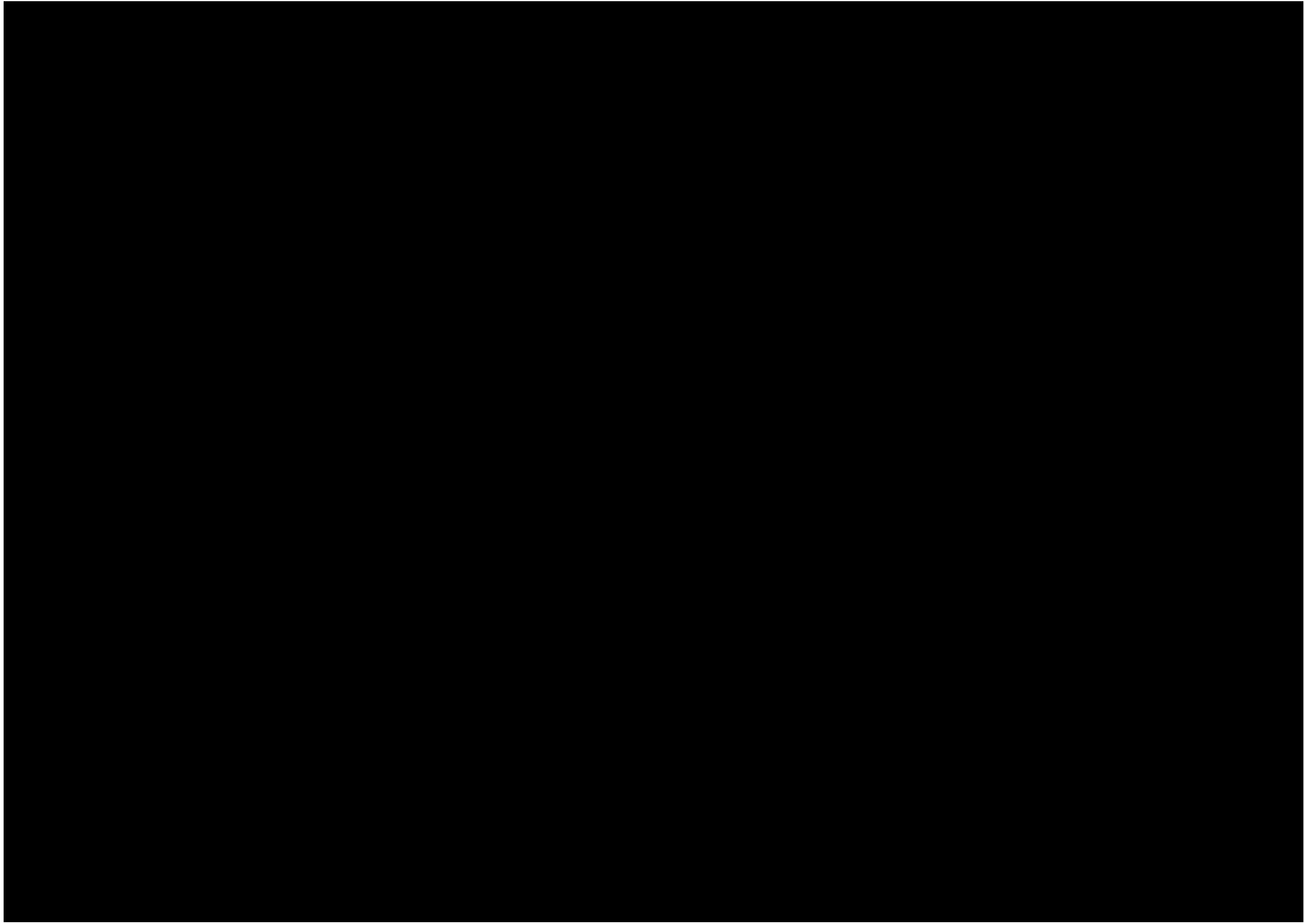


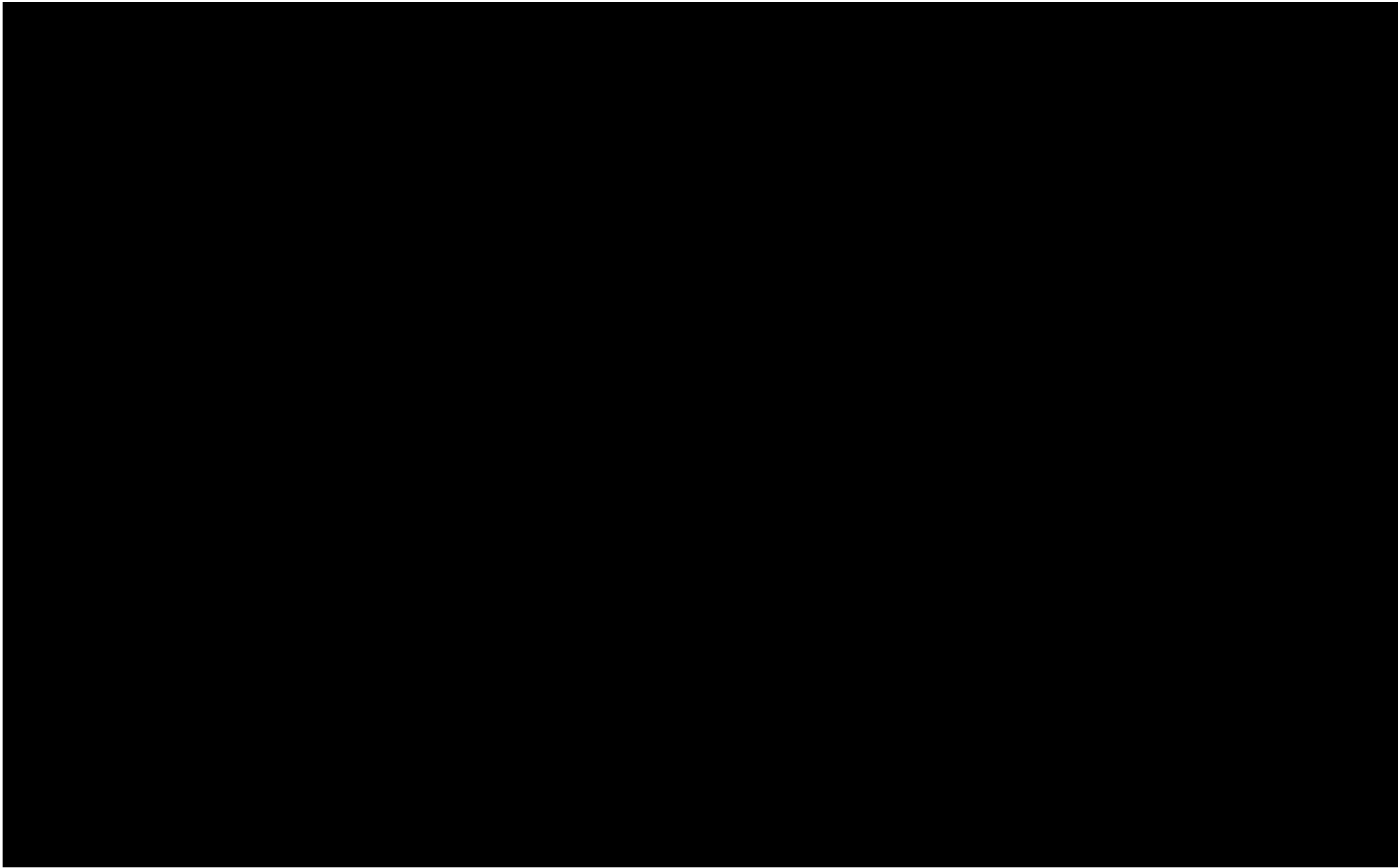


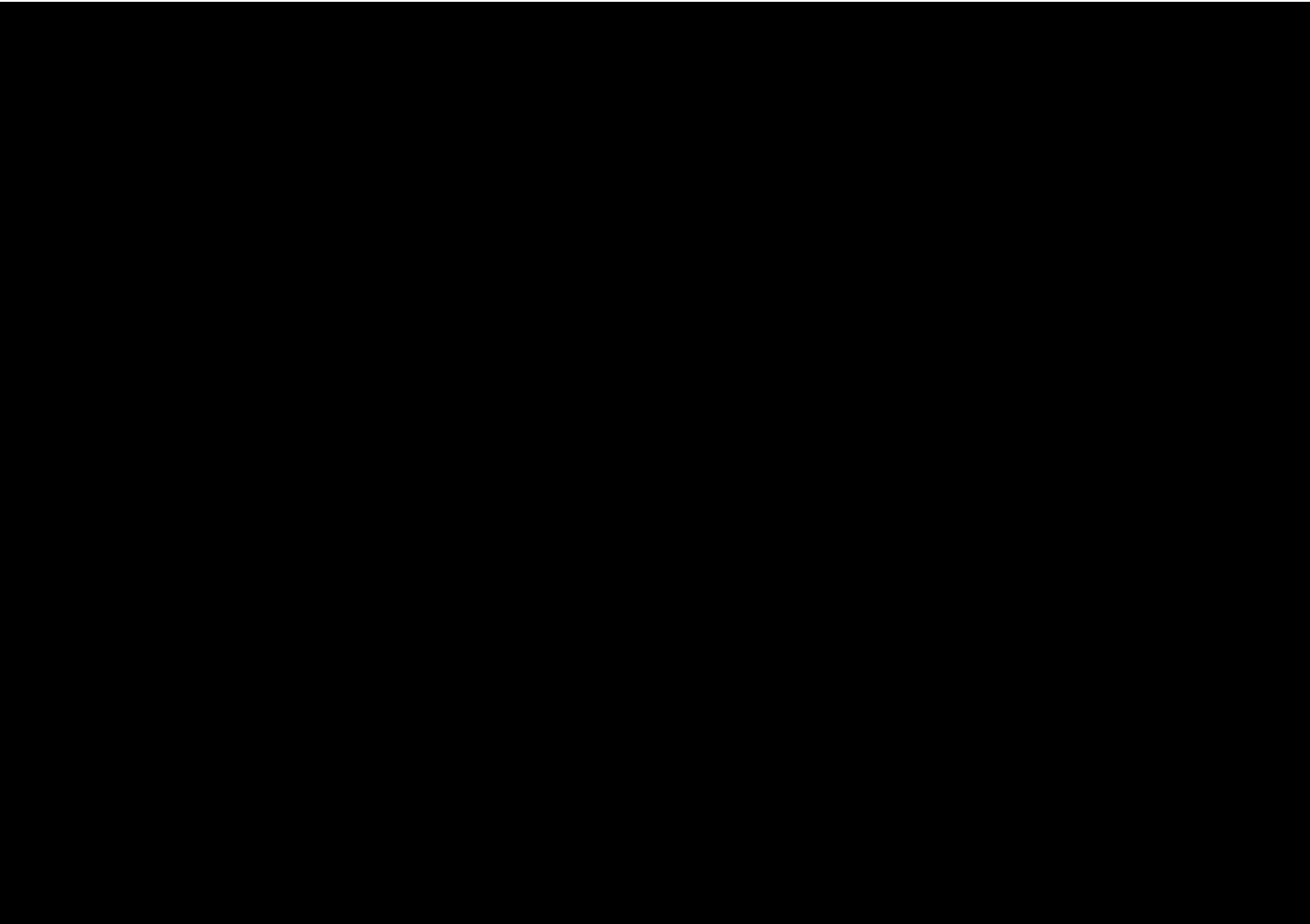


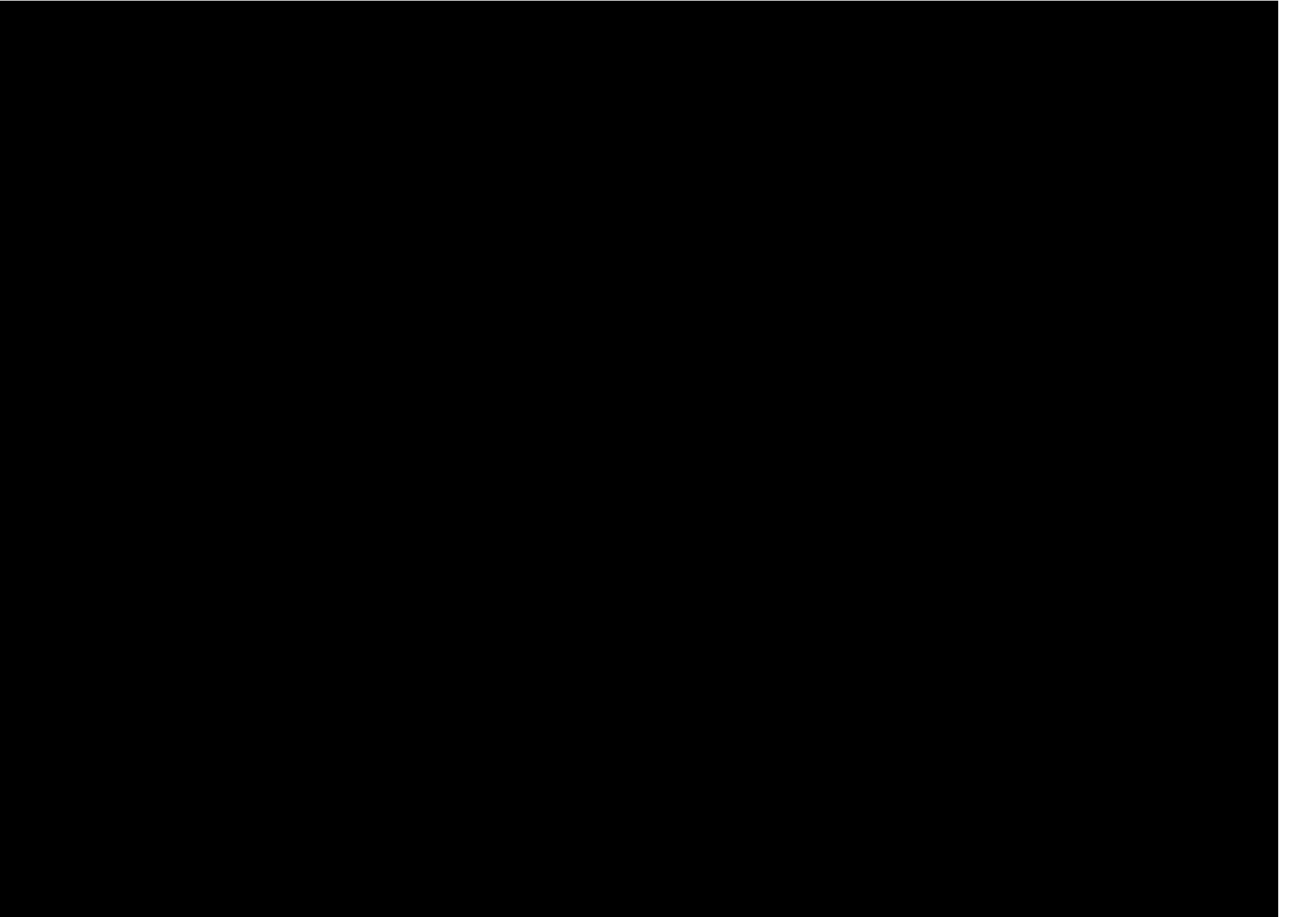


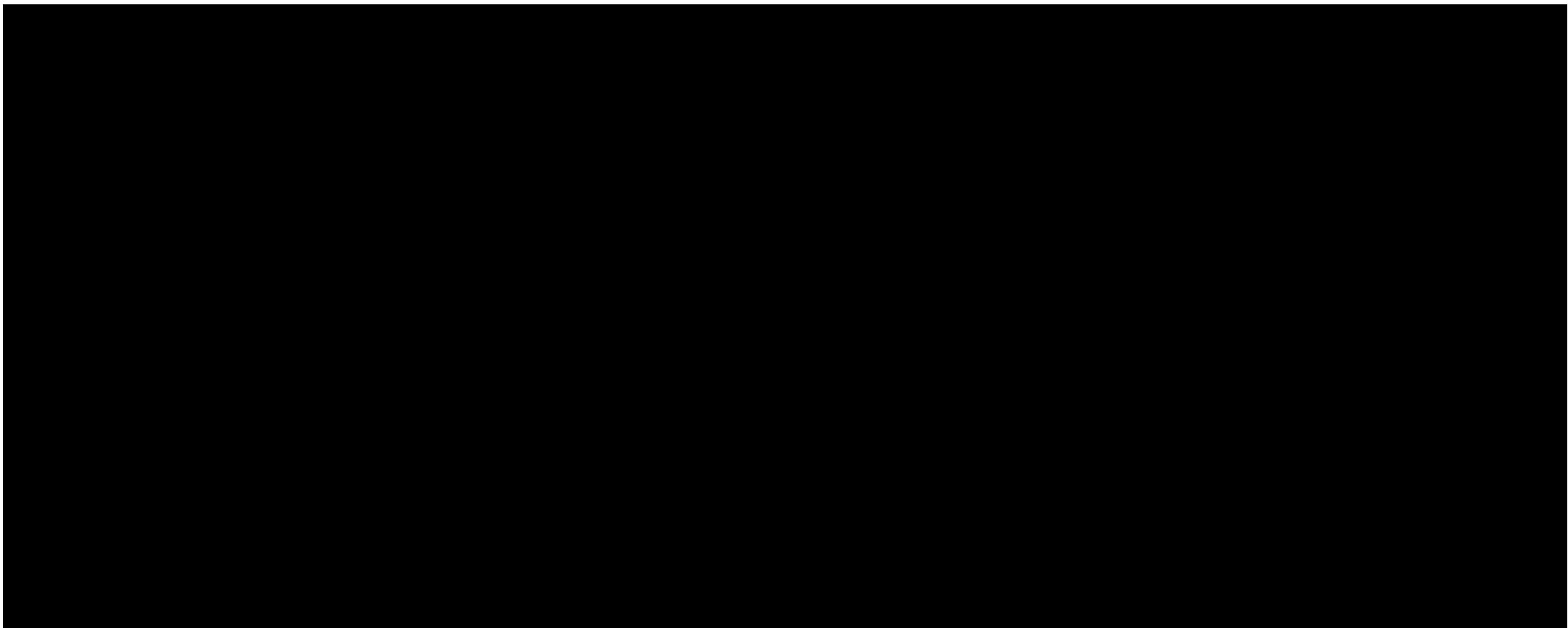


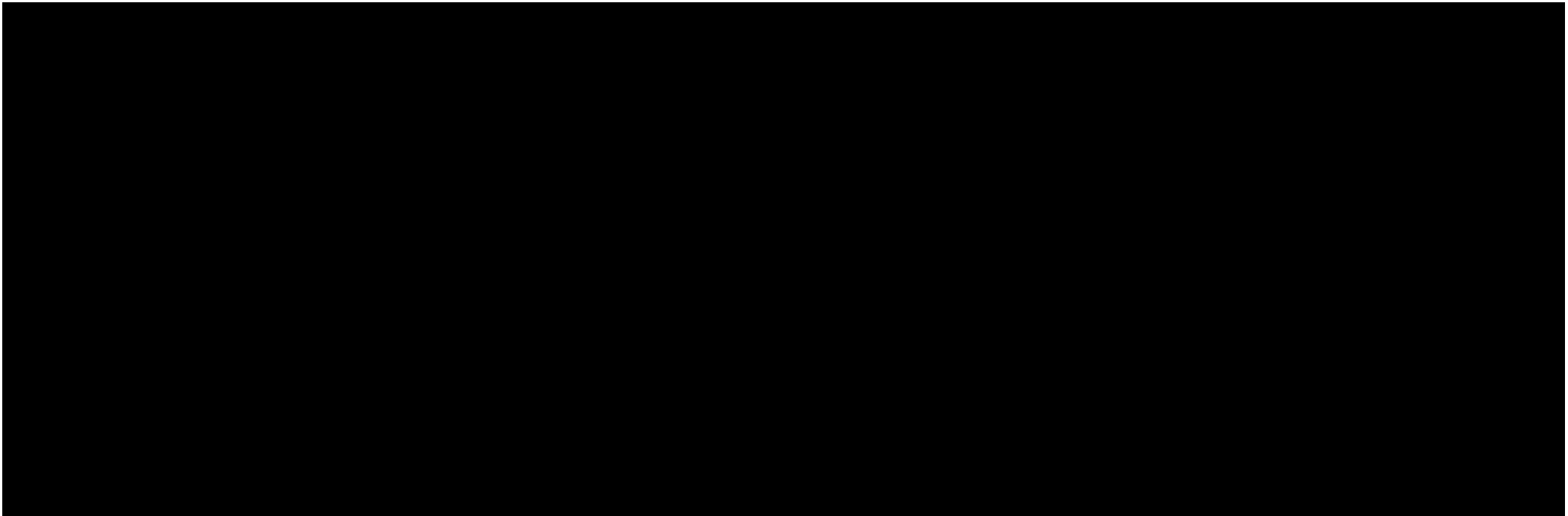


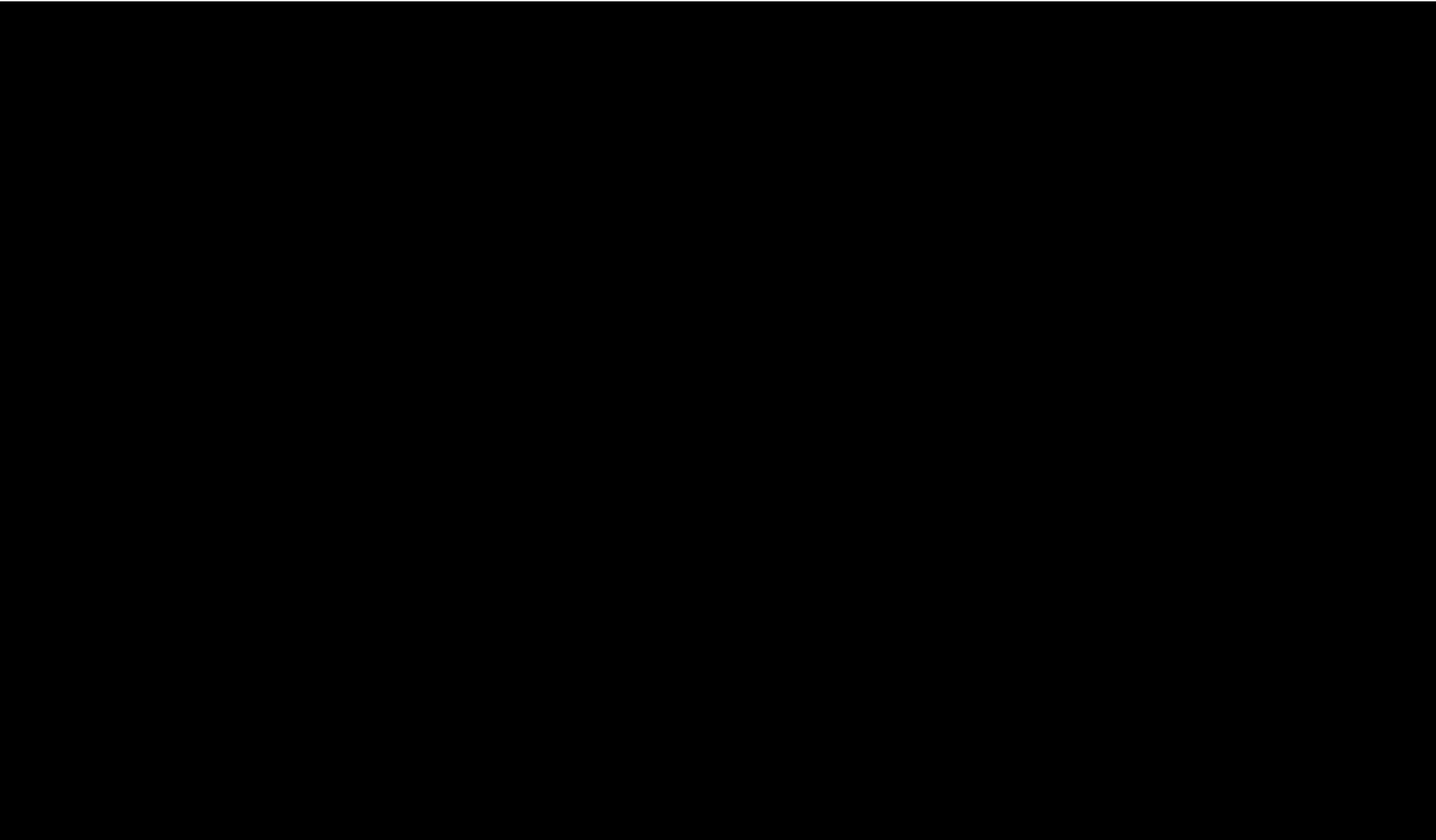


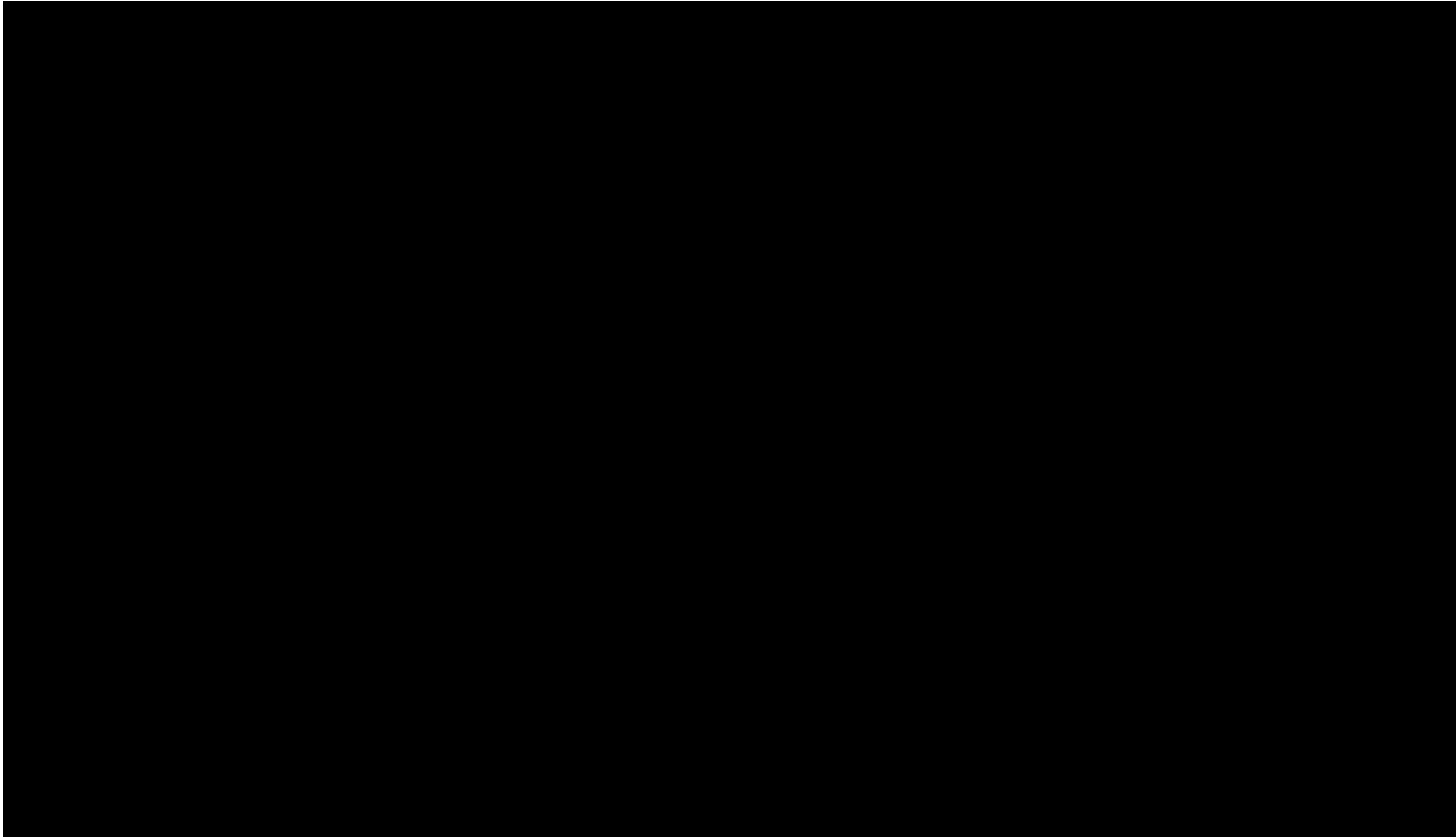


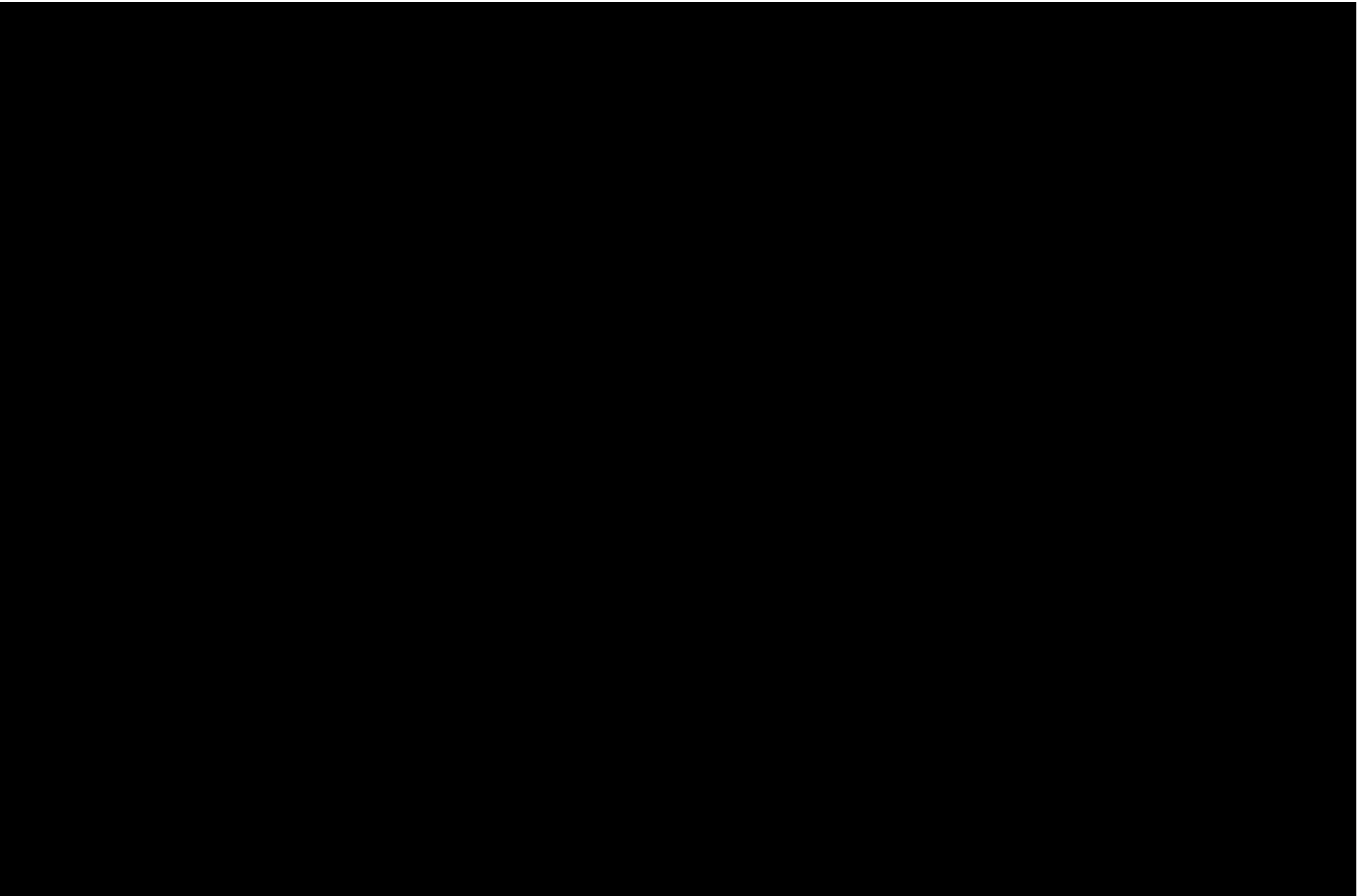


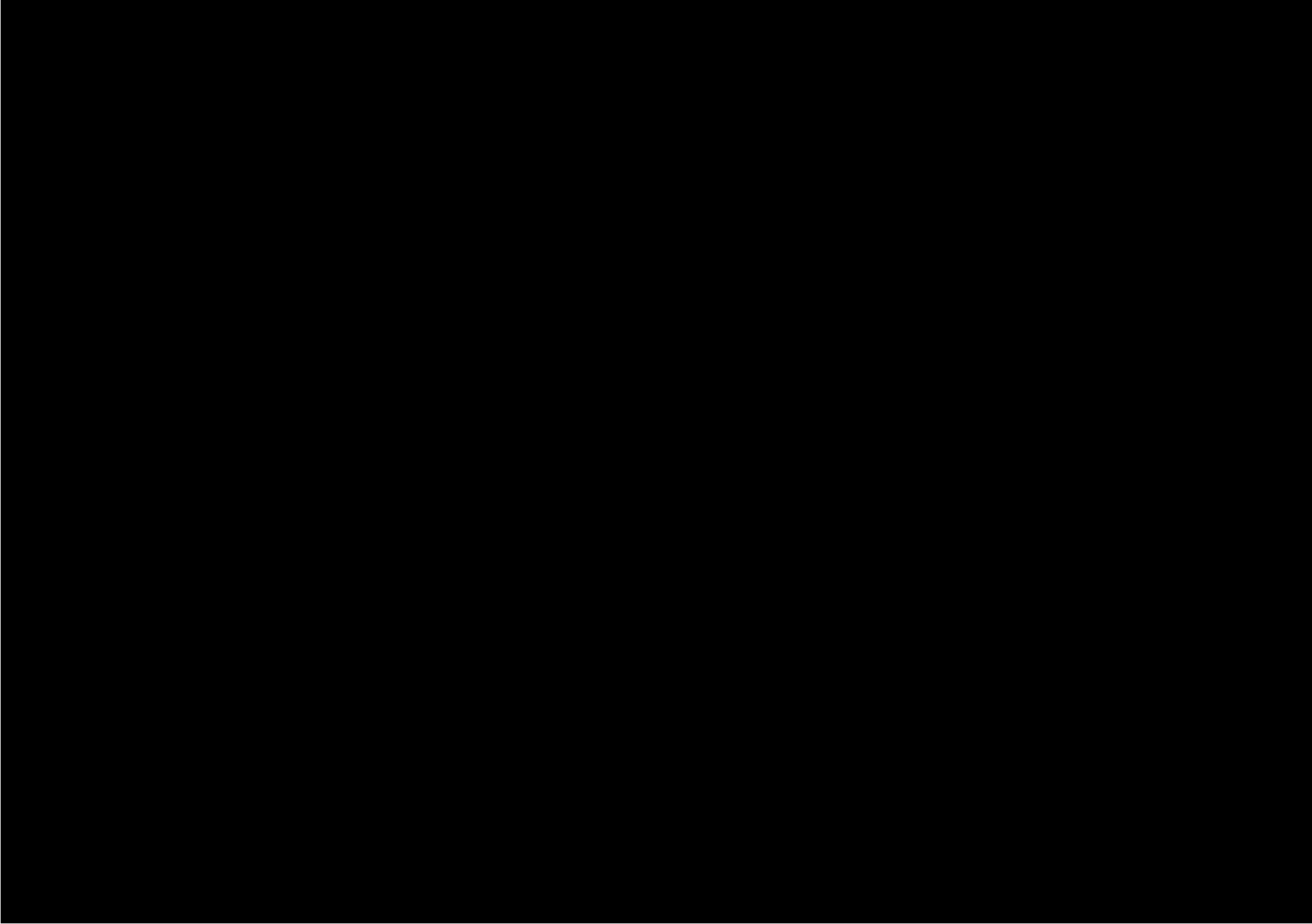


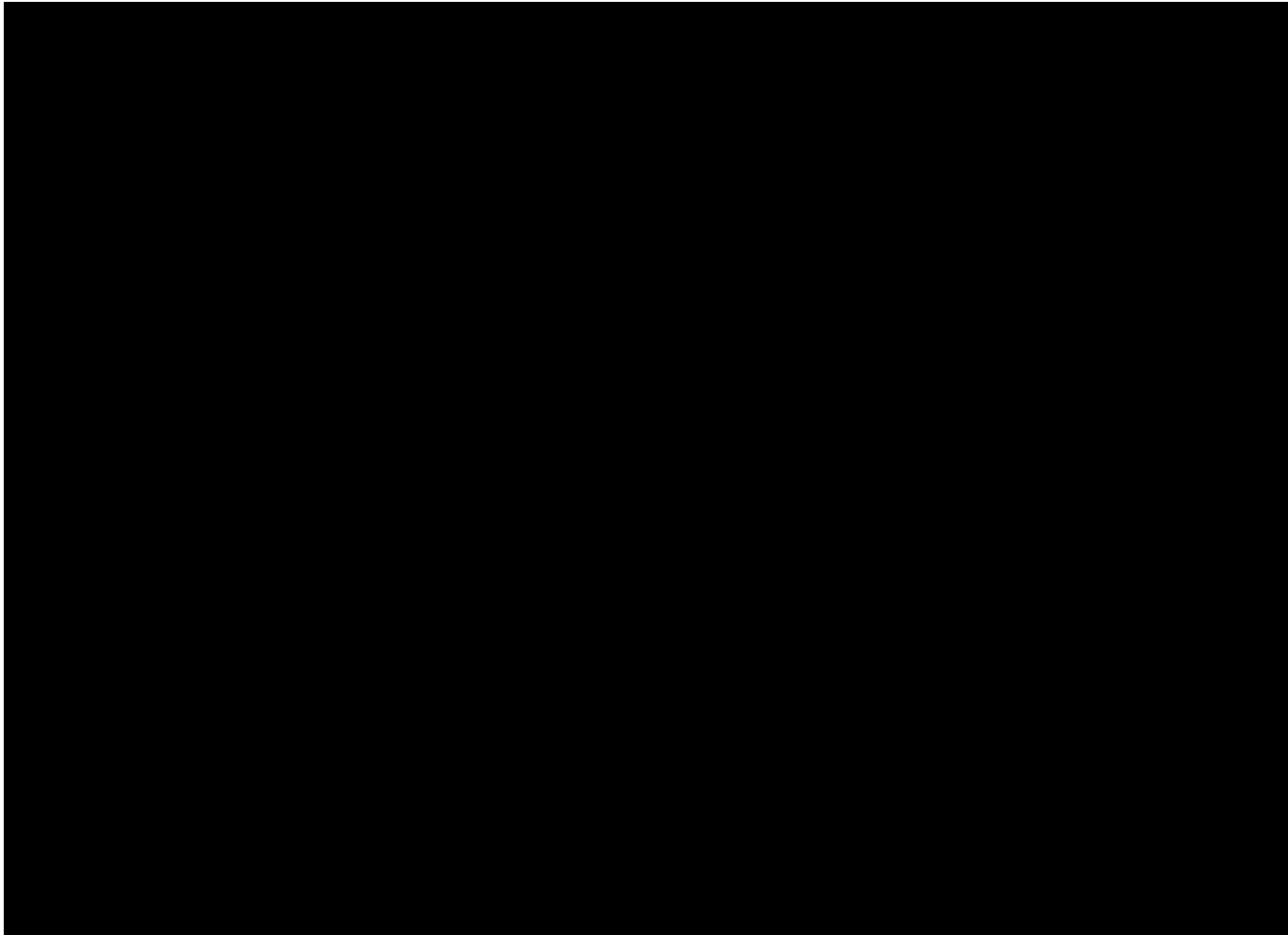


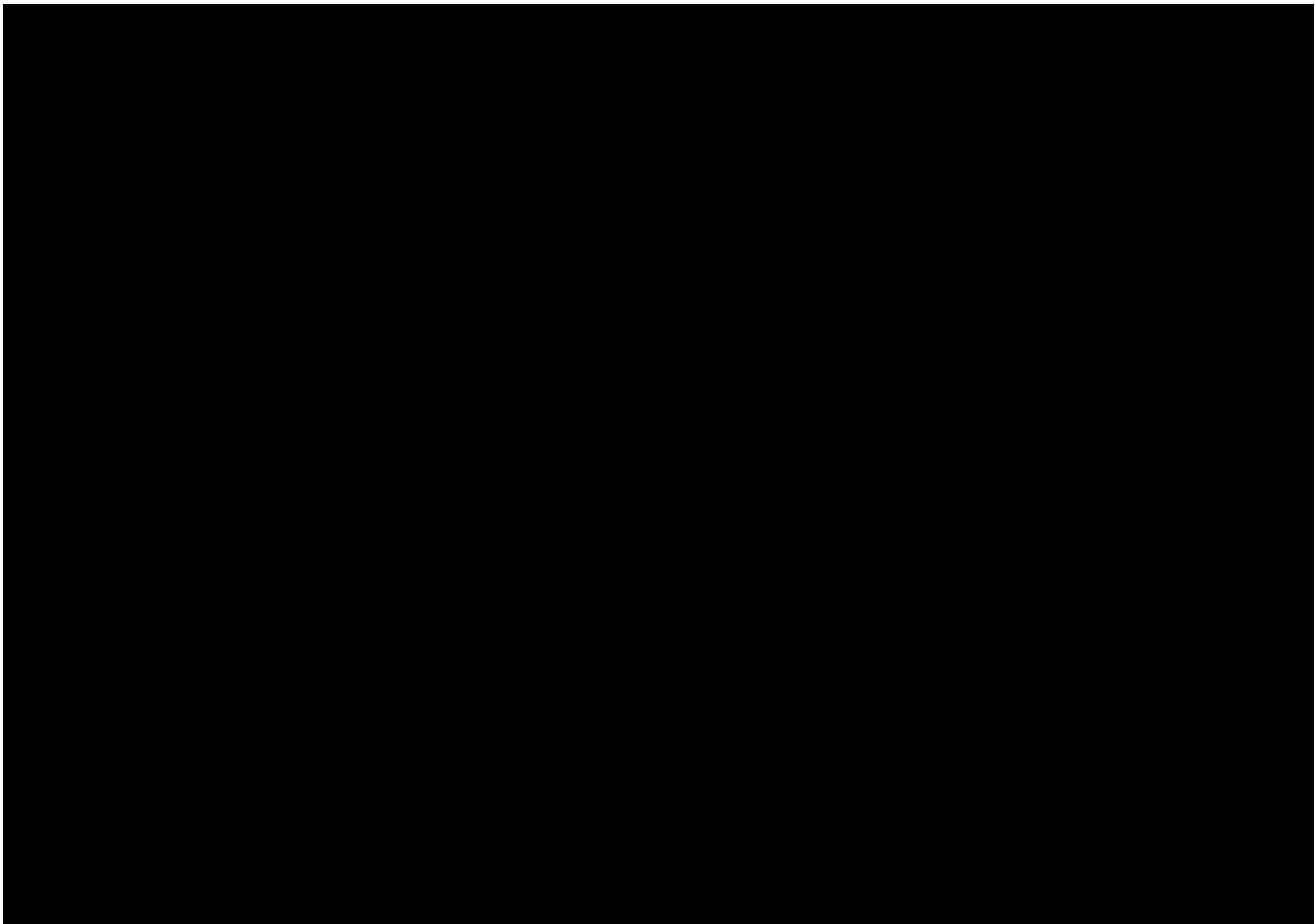


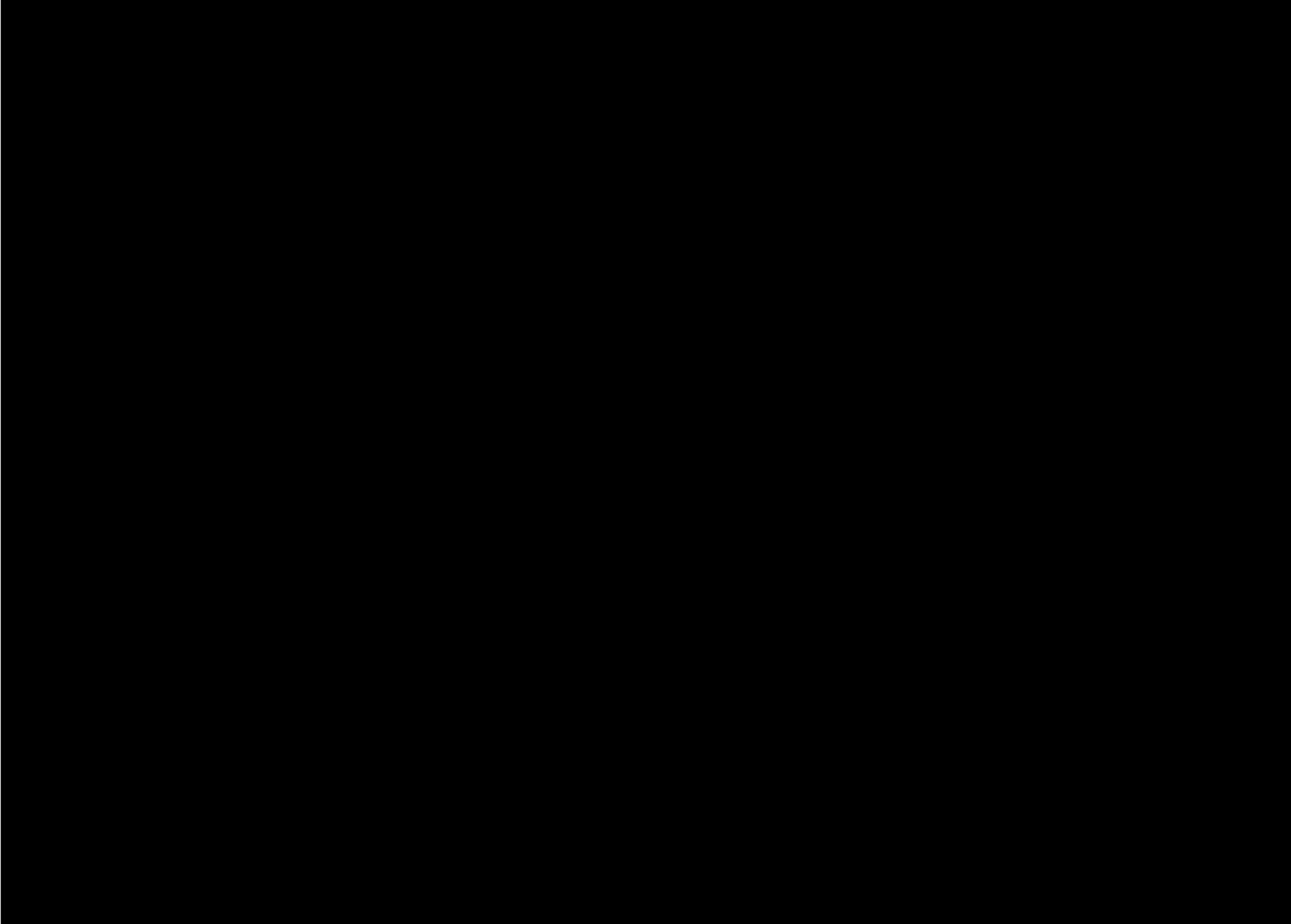


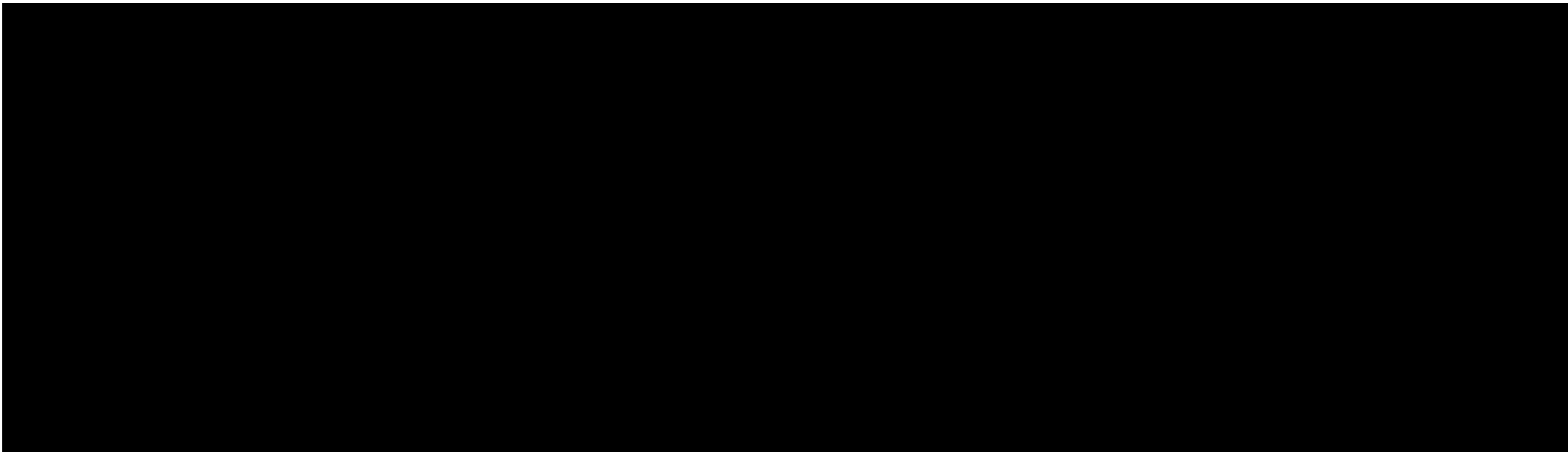


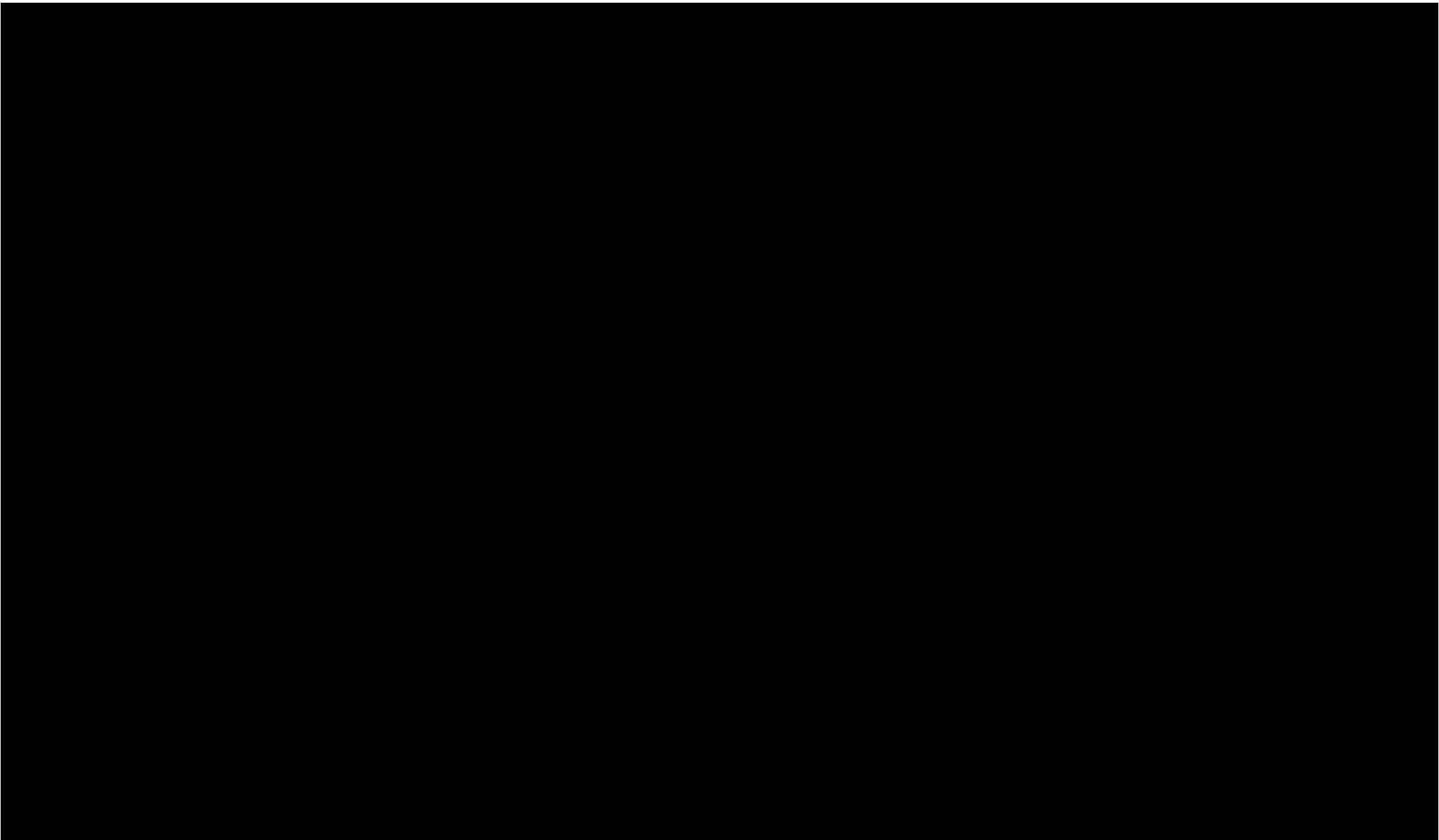


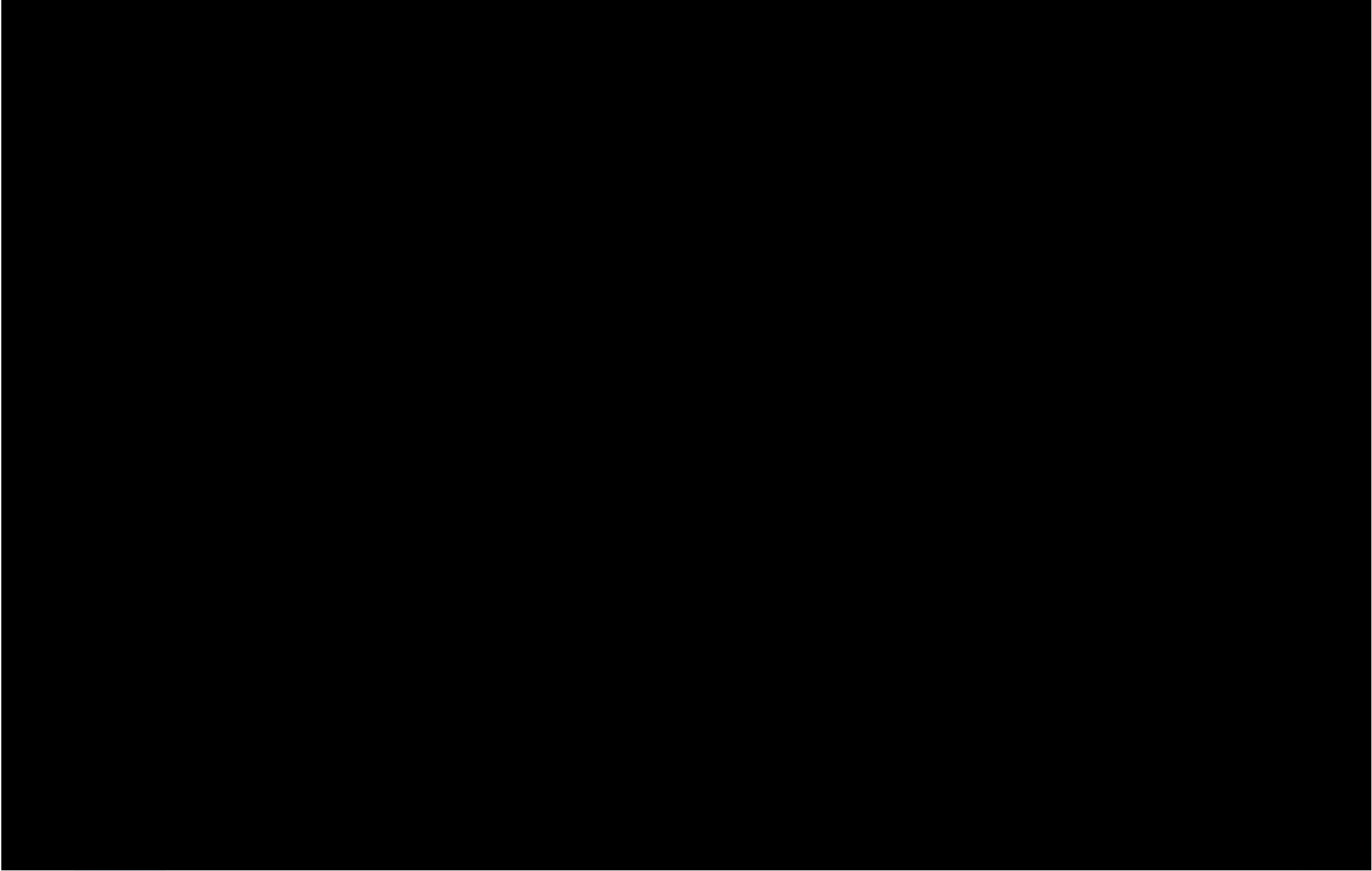


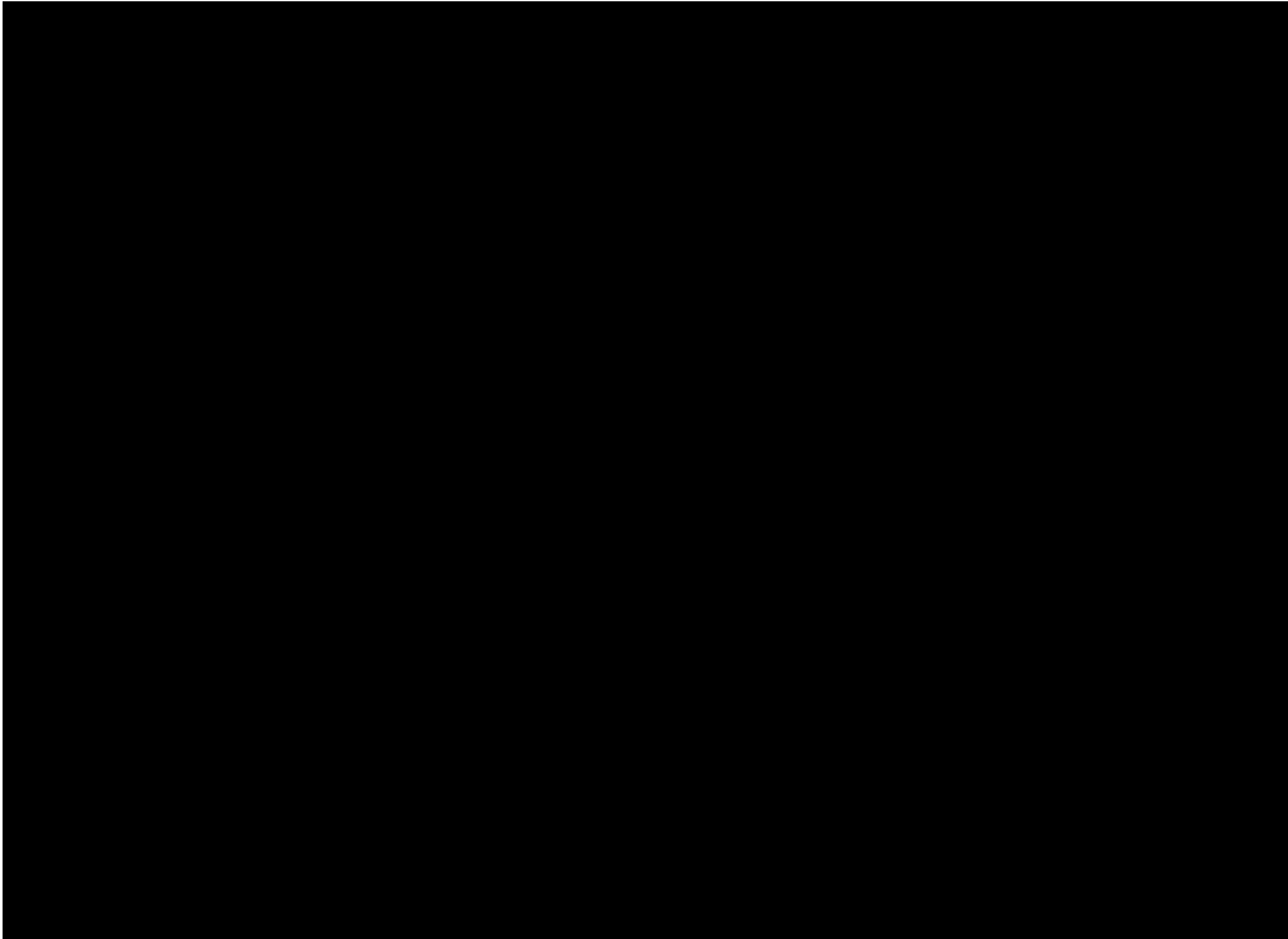


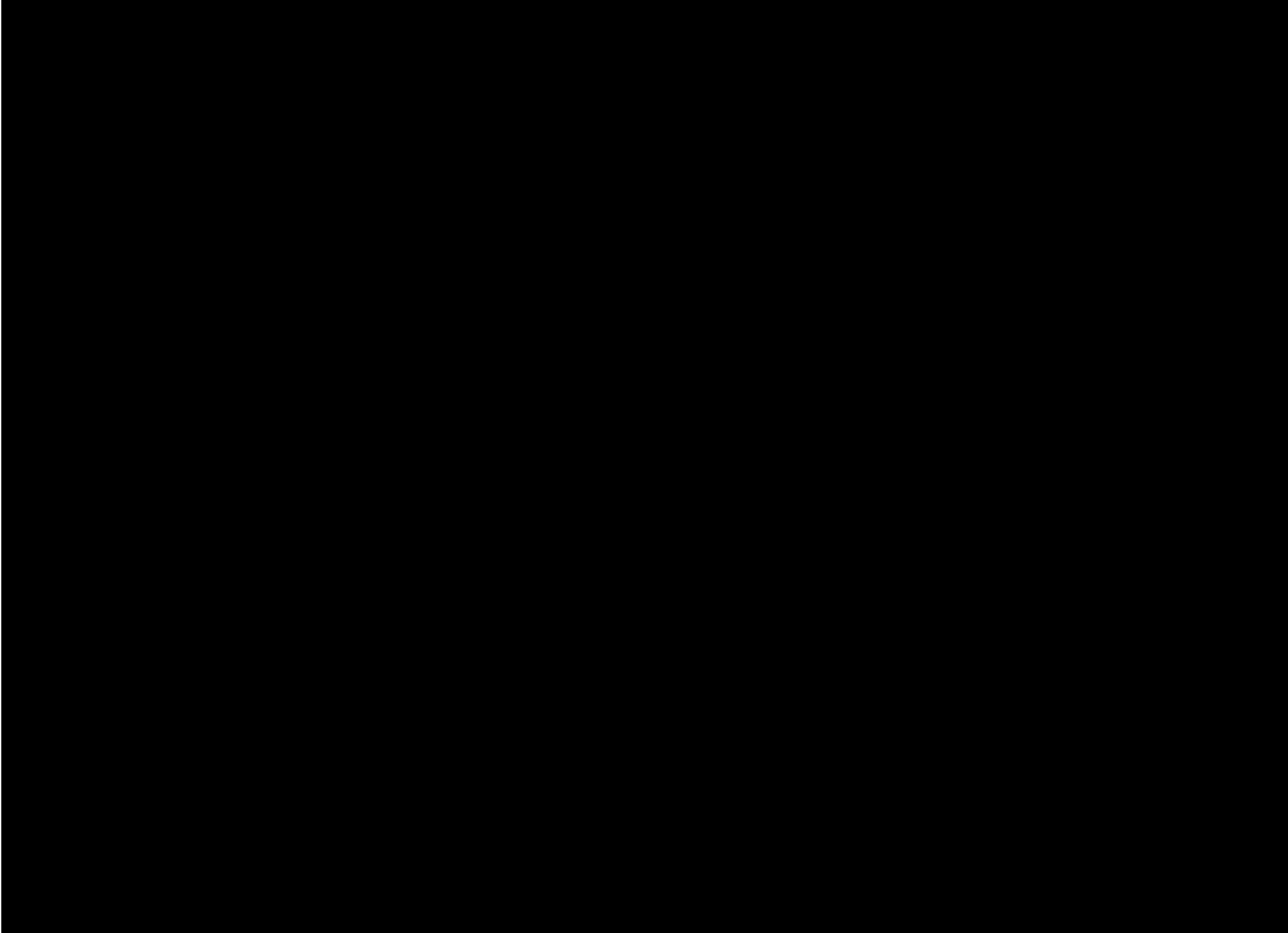


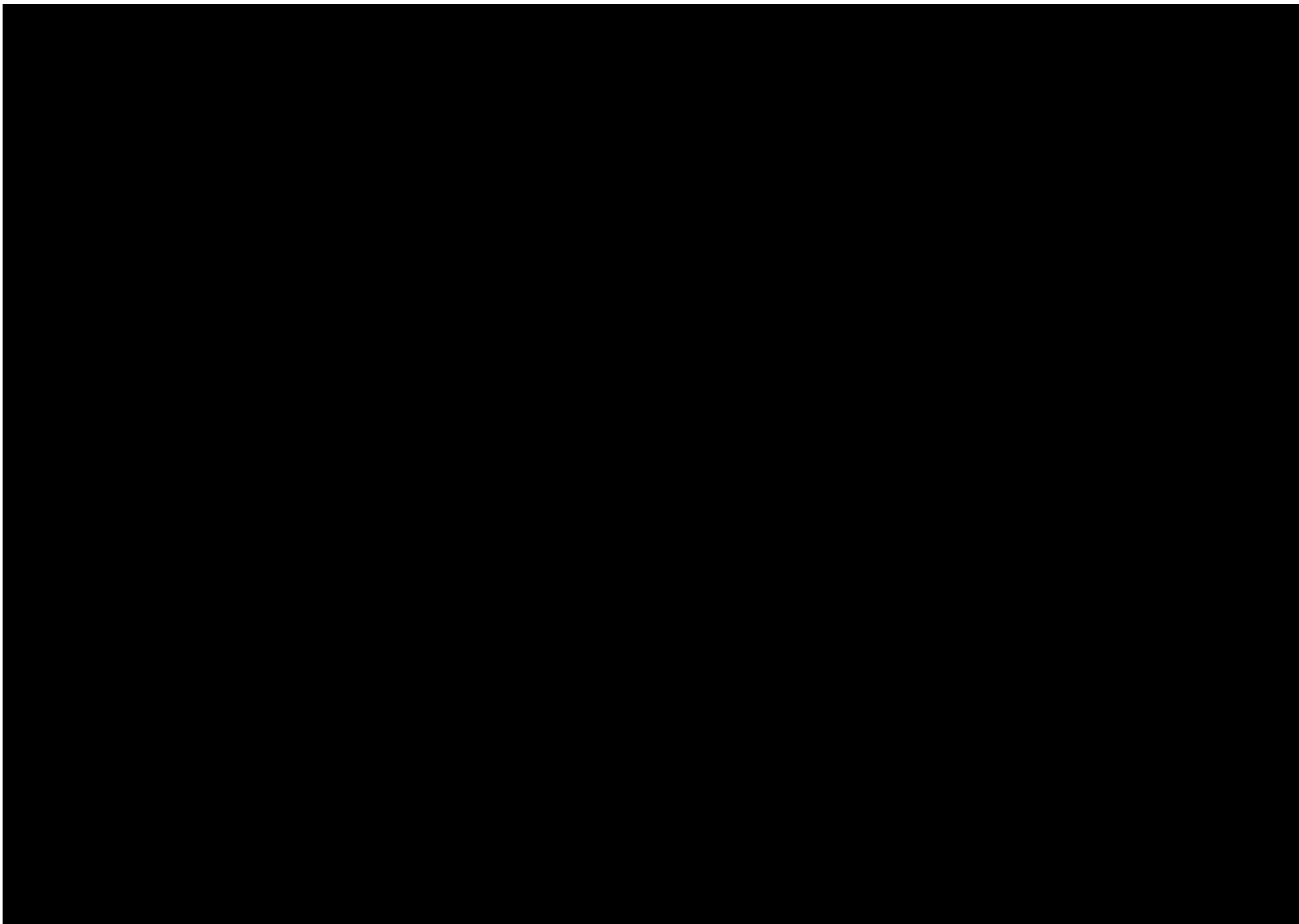


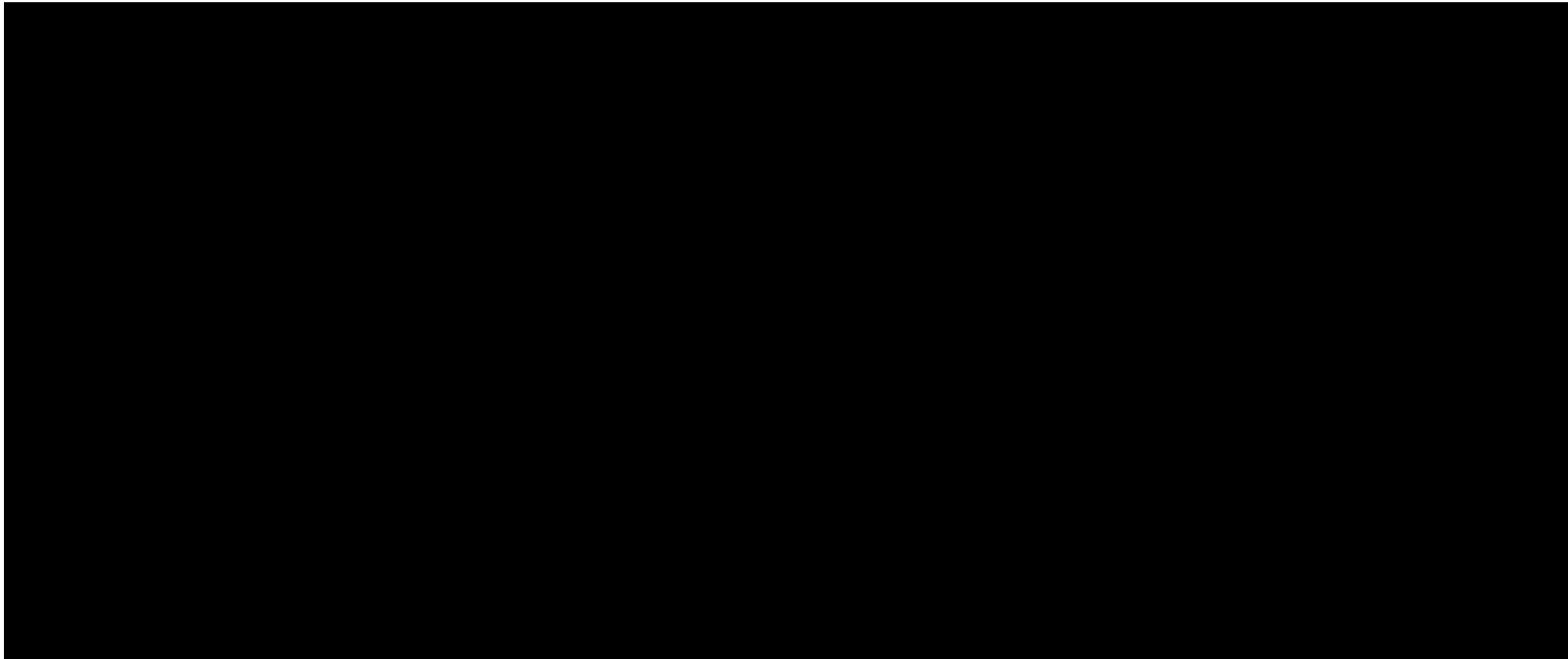


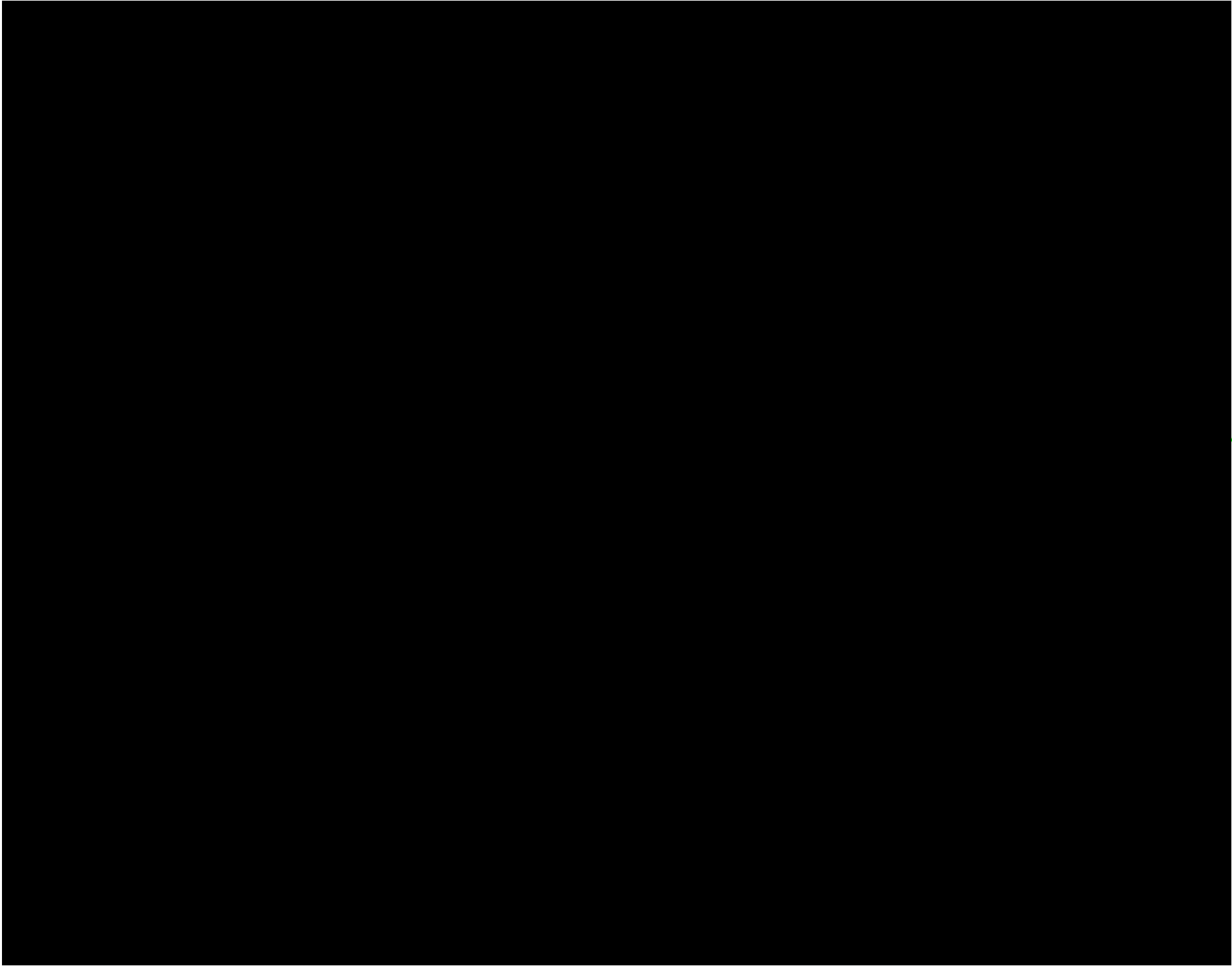


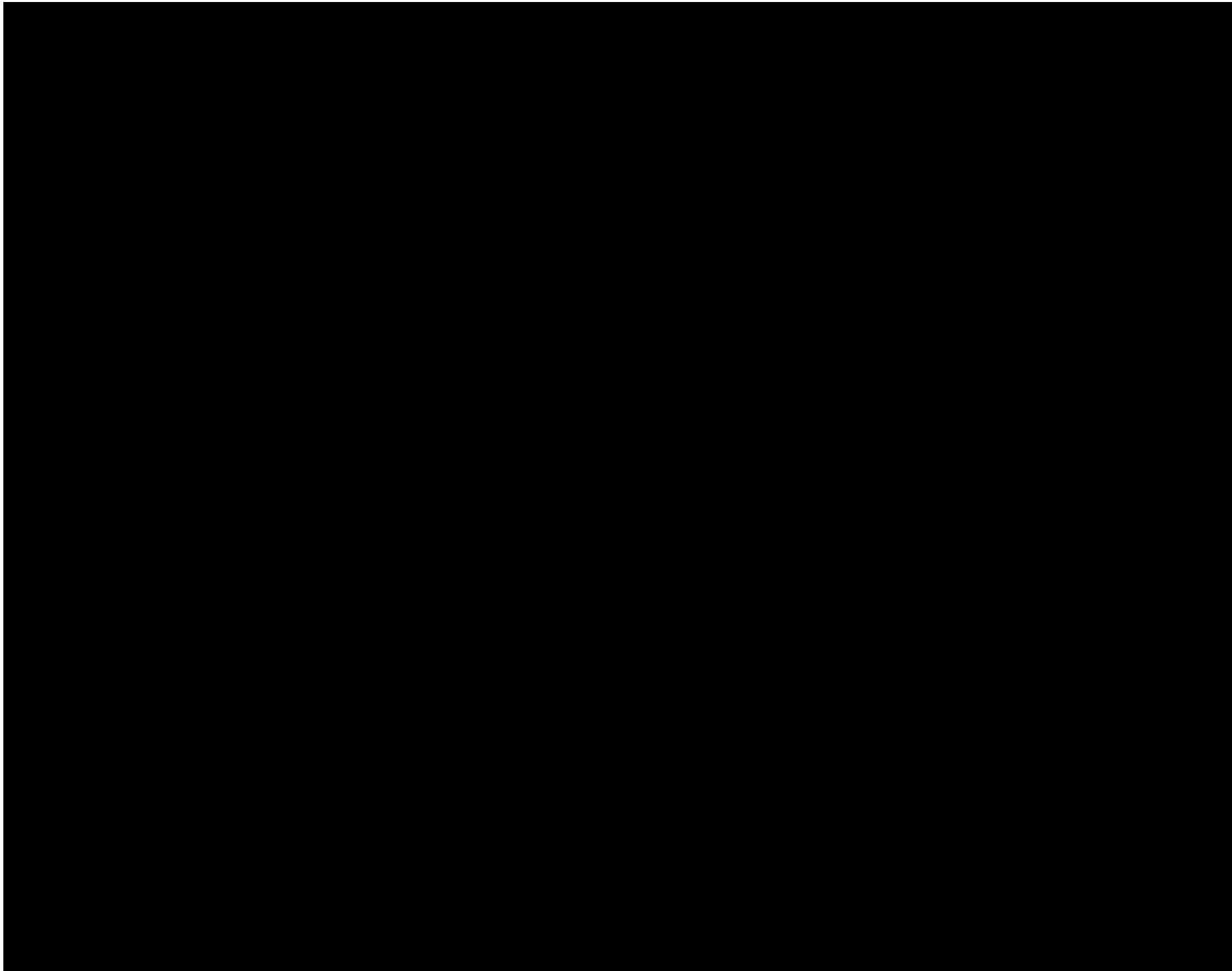


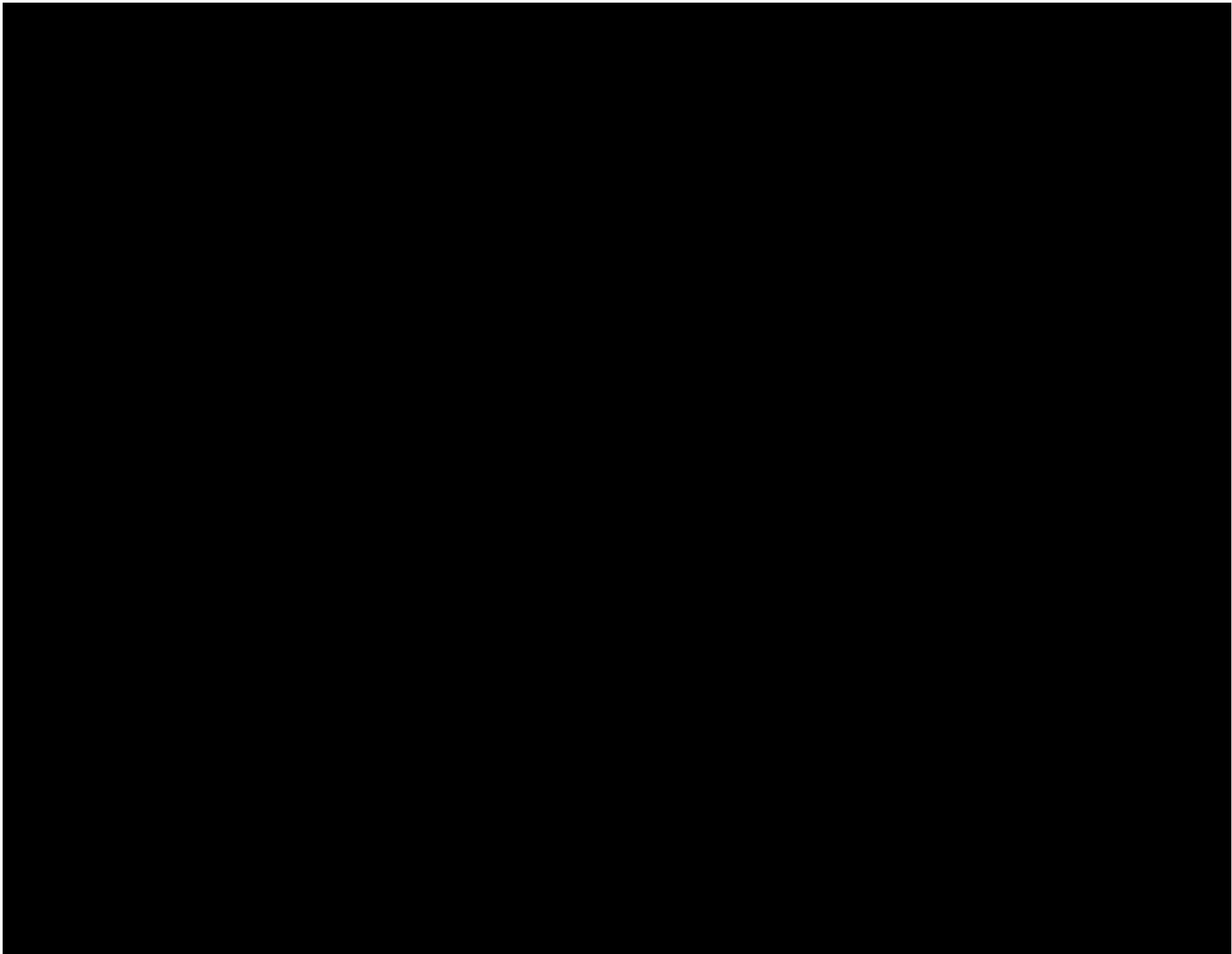


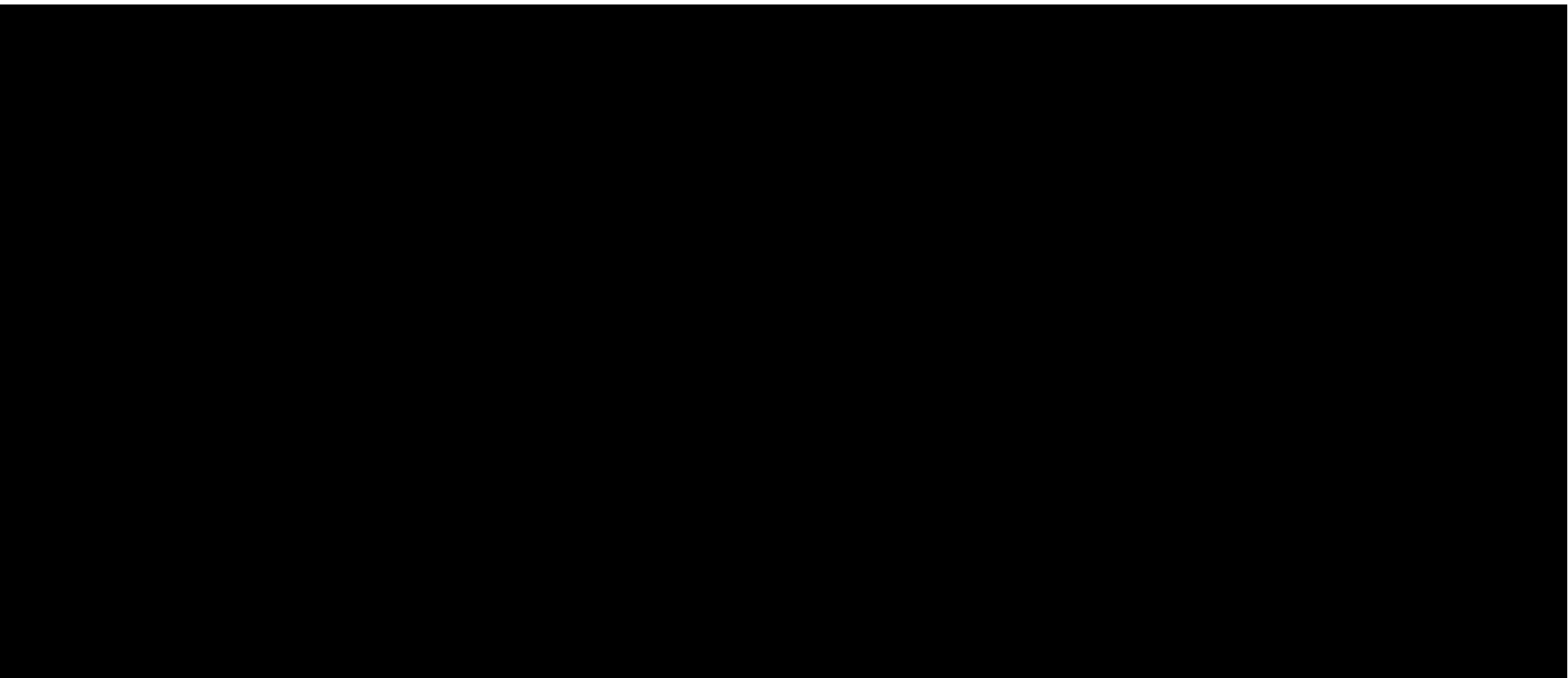


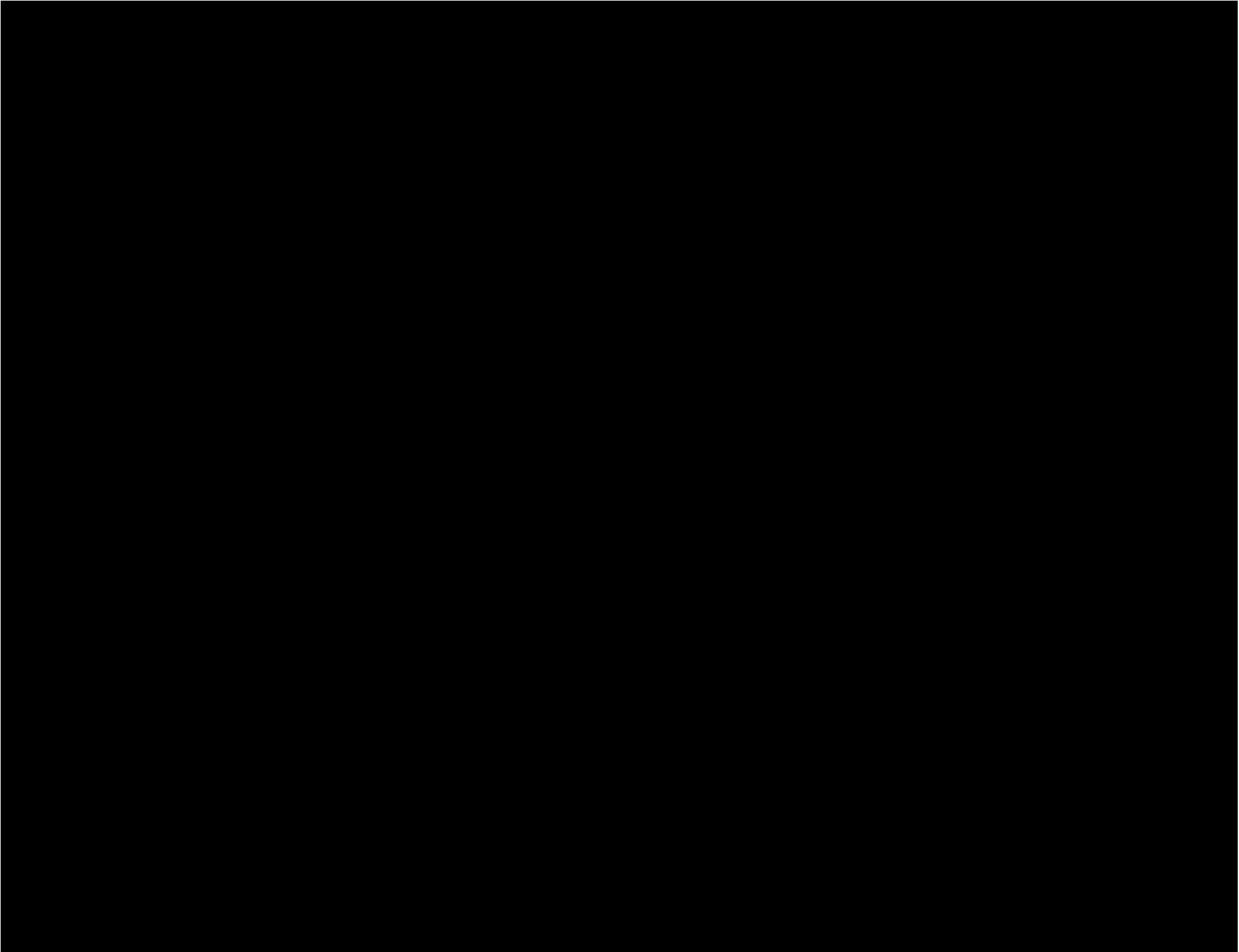




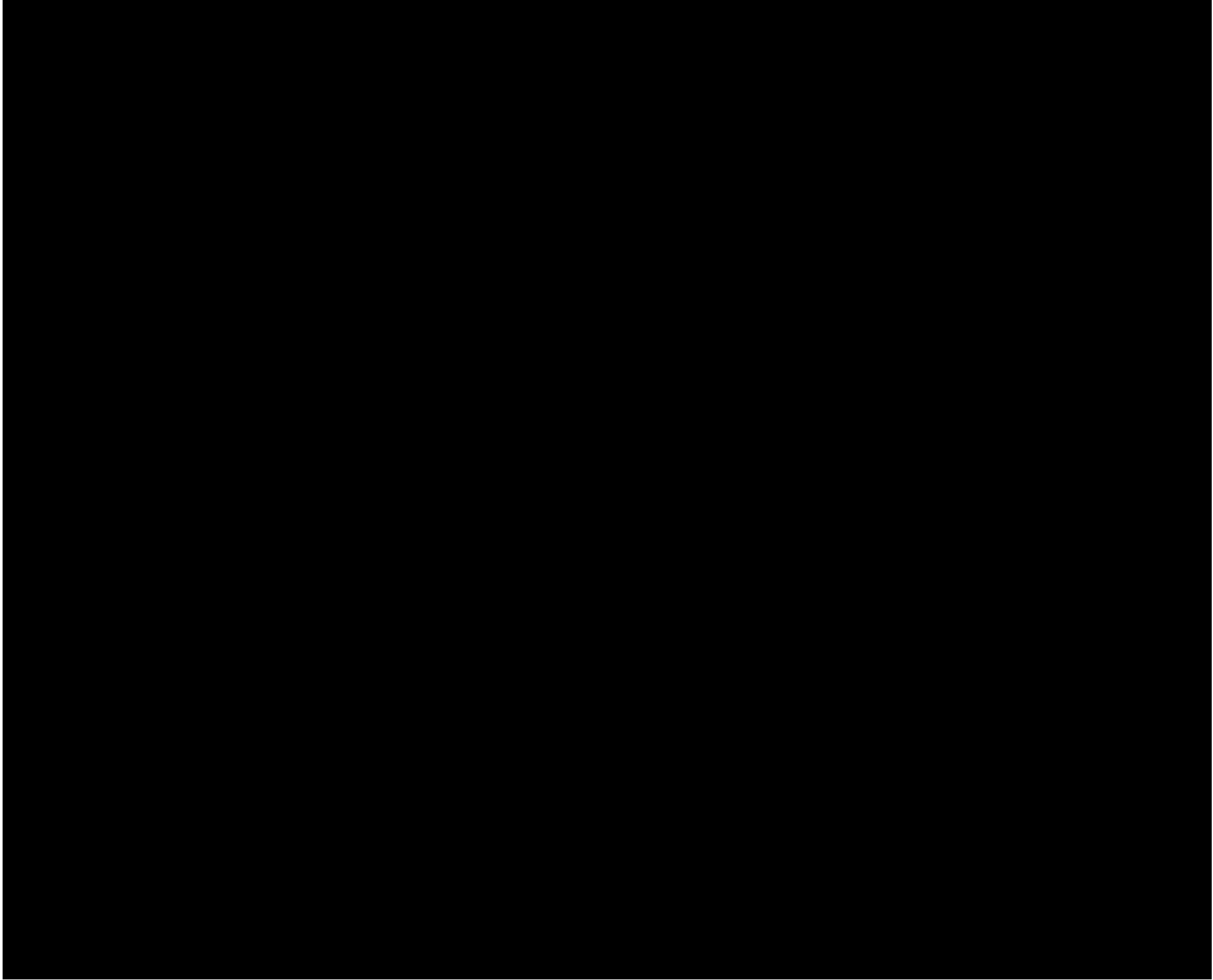


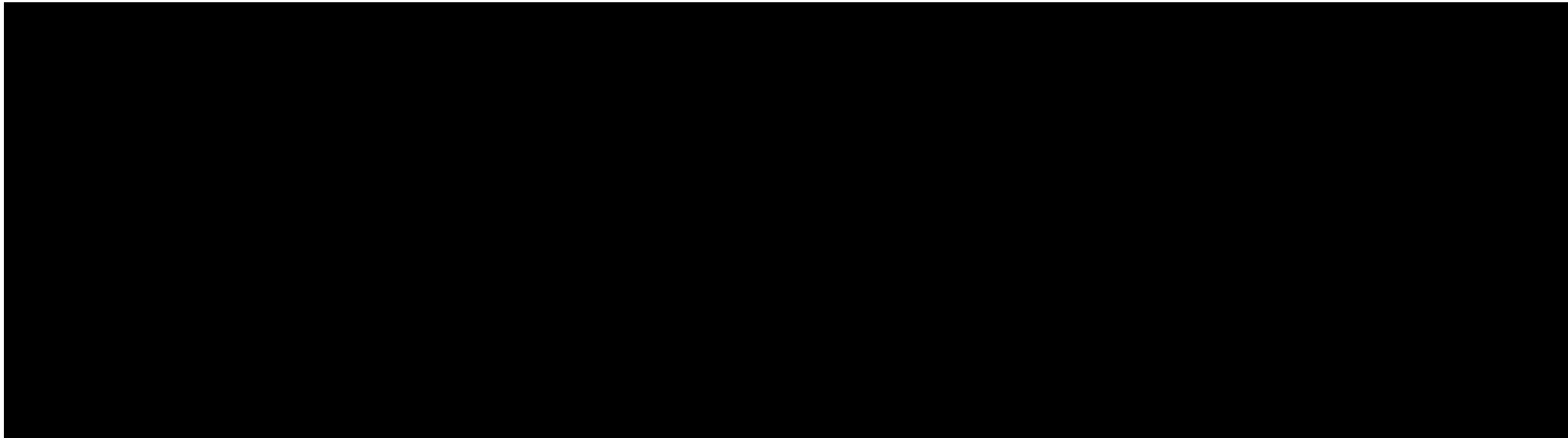


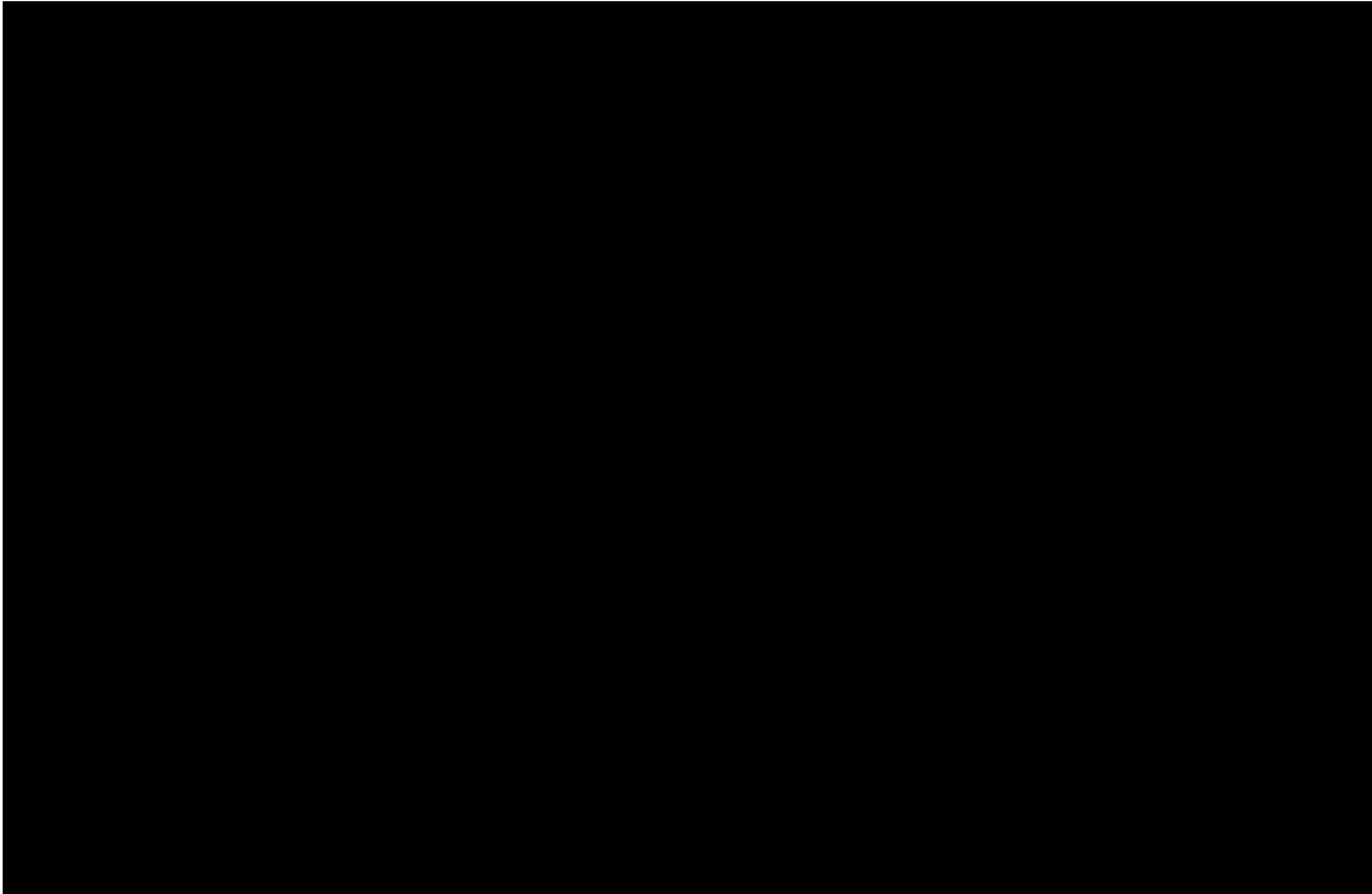


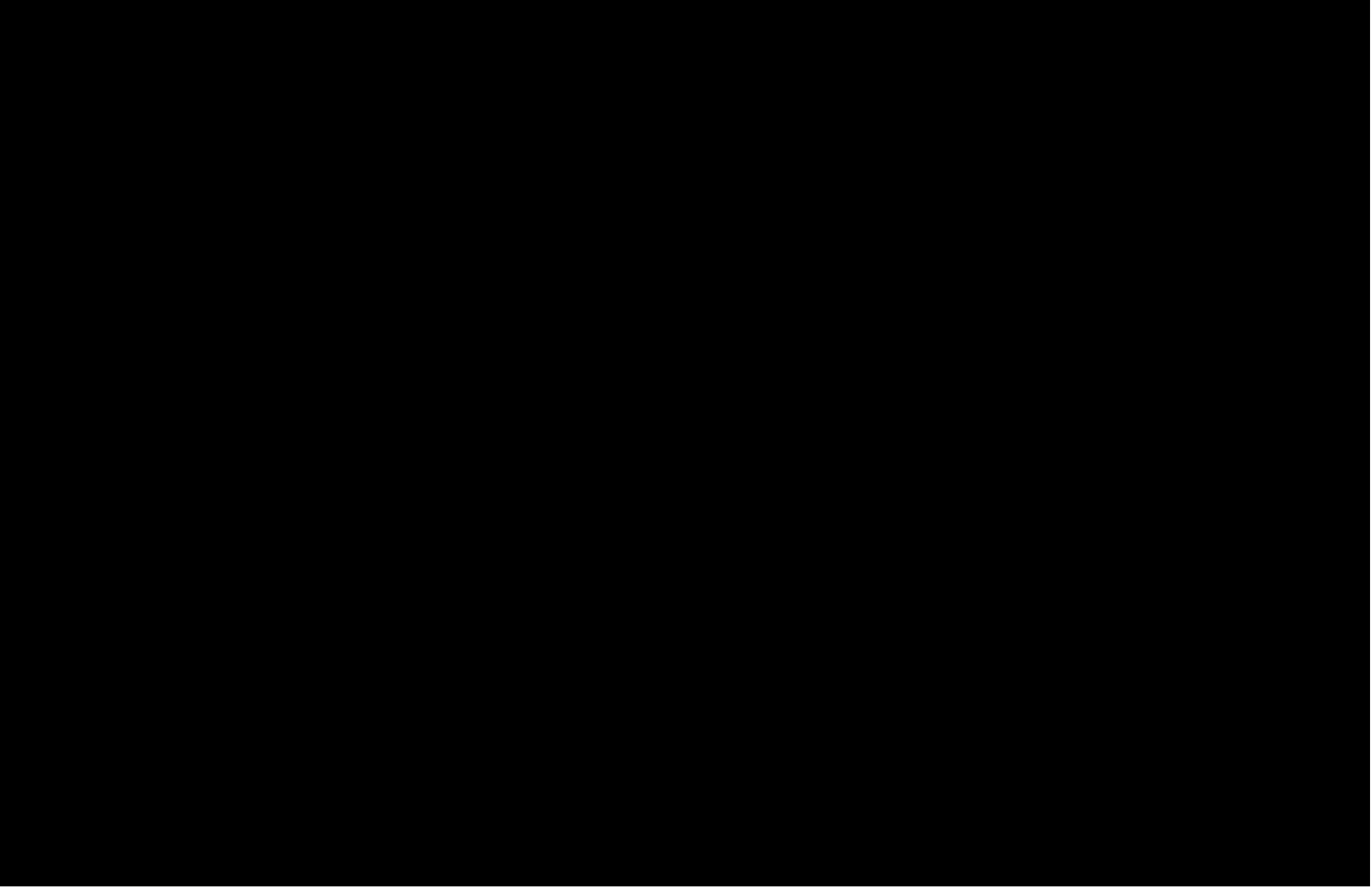












Order Schedule 5 (Pricing Details)

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Order Schedule 5 (Pricing Details)

1. Definitions

1.1 In this Order Schedule the following definitions shall apply save where the context requires otherwise:

Actual Milestone Date	the actual date on which the relevant Milestone is Achieved.
Adjusted Milestone Payment	the Milestone Payment less any Delay Payment.
Appropriate	for the purposes of paragraph 9.6 appropriate Initial Charges, Future Development Charges or Exit Charges (as the case may be) are charges that could reasonably be expected to be incurred in the conduct of delivering the relevant Initial Services, Future Development Services or Termination Assistance (as the case may be) pursuant to this Order Contract and that the Initial Charges, Future Development Charges or Exit Charges (as the case may be) are capable of withstanding public scrutiny as to it being justifiable on this basis.
Attributable	<p>for the purposes of paragraph 9.6, attributable means Initial Charges, Future Development Charges or Exit Charges (as the case may be) that:</p> <ul style="list-style-type: none">(a) are wholly attributable to, and only incurred in direct pursuit of the aims of, the provision of the Initial Services, Future Development Services or Termination Assistance (as the case may be) under this Order Contract;(b) are necessary to deliver the requirements of this Order Contract;(c) are not being (and will not be) recovered in any way from another contract (whether past, existing or proposed) of the Supplier;(d) are consistent with generally accepted accounting principles; and(e) have a causal relationship with the delivery of this Order Contract.
Core Charge	the fixed core charges to be paid by the Buyer to the Seller as more particularly described in

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Core Services

paragraph 4 and referred to in Annex A to this Order Schedule 5.

means the services to be provided pursuant to:

- (a) Marketing and communications pursuant to paragraph 5.2.1 of Order Schedule 20;
- (b) Performance and financial monitoring pursuant to paragraphs 5.2.12 and 5.13 of Order Schedule 20 ;
- (c) Quality and assurance pursuant to paragraph 5.1.3 of Order Schedule 20;
- (d) Operational maintenance of the Supplier's Digital Services pursuant to paragraph 4 of Order Schedule 20 ; and
- (e) Development of the Supplier's Exit Plan pursuant to paragraph 6.7 of Order Schedule 20,

or otherwise described or reasonably to be inferred from Order Schedule 20 (Order Specification).

Disputed Amount

has the meaning given to it in paragraph 9.5.1 of this Order Schedule.

Exit Charges

the actual cost to the Supplier of providing Termination Assistance during the Termination Assistance Period calculated in accordance with the time and materials pricing information set out in Annex C (Time and Materials) but excluding:

- (a) any amounts which are stated elsewhere in this Order Contract to be irrecoverable by the Supplier;
- (b) financing or similar costs;
- (c) taxation;
- (d) fines and penalties;
- (e) voluntary payments made by the Supplier including payments to Supplier Staff; and
- (f) amounts payable under Order Schedule 16 (Benchmarking).

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Exit Price

the maximum price to be paid by the Buyer for Termination Assistance provided during the Termination Assistance Period being £105,793 (one hundred and five thousand, seven hundred and ninety three pounds) excluding VAT.

Future Development Charges

the charges to be paid by the Buyer to the Seller for delivering the Future Development Services as more particularly described in paragraph 7 of this Order Schedule and referred to in Annex C (Time and Materials) to this Order Schedule 5.

Future Development Services

means Variations to the following parts of the Services:

- (a) Variations to Vendor eligibility criteria which may be varied by the Buyer on a periodic basis pursuant to paragraph 3.6 of Order Schedule 20;
- (b) Variations to Vendor Product eligibility criteria which may be varied by the Buyer following a review of each Release pursuant to paragraph 3.7 of Order Schedule 20;
- (c) Variations to SME eligibility criteria which may be varied by the Buyer on a periodic basis pursuant to paragraph 3.8 of Order Schedule;
- (d) Manual quality checks pursuant to paragraph 3.8 of Order Schedule 20;
- (e) Variations to Vendor onboarding processes as a result of changes to the number/type of product applications pursuant to paragraph 4.2.1 of Order Schedule 20;
- (f) Variations to the SME application form for additional or different information that may be requested by the Buyer pursuant to paragraph 4.2.2 of Order Schedule 20;
- (g) Variations to the scheme which may be requested by the Buyer, for example, to allow SMEs to access different technologies, provide advice to SMEs or extend the SME application process and platform capability to enable the SME to be able to make multiple product type purchases up to the £5,000 cap pursuant to paragraph

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4.2.2.20 of Order Schedule 20;

- (h) Specific eligibility checks processed manually by the support service pursuant to paragraph 4.2.2 of Order Schedule 20;
- (i) Variations to the cash management processes which may be requested by the Buyer, for example, changes to Vendor banking information requirement pursuant to paragraph 4.3.2 of Order Schedule 20;
- (j) Performing and completing manual Vendor and product eligibility checks or manual SME eligibility checks in accordance with paragraph 5.2.3 of Order Schedule 20; and
- (k) Variations to the Assisted Digital services which may be requested by the Buyer to incorporate more functionality, train agents and support online deployment changes pursuant to paragraph 5.2.9 of Order Schedule 20,

or otherwise described or reasonably to be inferred from Order Schedule 20 (Order Specification).

Implementation Period

the period commencing on the Order Start Date and expiring on the Actual Milestone Date for Milestone 2.

Index

the Top-Level Services Producer Price Inflation (HQT1) published quarterly by the Office of National Statistics and references to **Indexed** shall be construed accordingly.

Indexation Base Date

the Actual Milestone Date for Milestone 1.

Initial Charges

the charges to be paid by the Buyer to the Seller for delivering the Initial Services as more particularly described in paragraph 3 of this Order Schedule and calculated by reference to Annex C (Time and Materials) to this Order Schedule 5.

Initial Services

means:

- (a) Vendor Redemption and Cash Management pursuant to paragraph 5.1.1 of Order Schedule 20;

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Order Schedule 5 (Pricing Details)

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(b) Counter Fraud Services pursuant to paragraph 5.1.2 of Order Schedule 20); and

(c) Quality & Assurance pursuant to paragraph 5.1.3 of Order Schedule),

or otherwise described or reasonably to be inferred from Order Schedule 20 (Order Specification).

Milestone Payment

a payment specified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of a Milestone and references to **Milestone Payments** shall be construed accordingly.

Operational Charges

that part of the Charges payable to the Supplier by the Buyer commencing on the Actual Milestone Date for Milestone 2 and relating to the delivery of Operational Services being the:

(a) Core Charges;

(b) Transaction Charges; and

(c) Exit Charges,

and references to the **Operational Charge** in this Order Contract shall be construed accordingly.

Operational Services

means the:

(a) Core Services;

(b) Transaction Services; and

(c) Termination Assistance

and references to an **Operational Service** in this Order Contract shall be construed accordingly.

Reasonable

for the purposes of paragraph 9.4, reasonable means Initial Charges, Future Development Charges or Exit Charges (as the case may be) that:

(a) do not exceed what might reasonably be expected to be incurred in all the circumstances in relation to the particular activity in question;

(b) are consistent with available market

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	benchmarks;
	(c) represent value for money for the UK taxpayer; and
	(d) can be evidenced on a sound, and preferably empirical, basis.
Relevant Month	means the Month in which the relevant Services are delivered.
Service Level Failure	has the meaning given in paragraph 1.1 of Order Schedule 14 (Service Levels).
SME Application	means that the Supplier has successfully tested an SME's eligibility to join the scheme such that the SME is then entitled to apply for a grant token.
Supporting Documentation	sufficient information in writing to enable the Buyer reasonably to assess whether the Charges and/or other sums due from the Buyer detailed in the relevant invoice are properly payable, including copies of invoices, receipts, and/or any such other evidence to demonstrate that the Charges are payable by the Buyer together with such other information as the Buyer may reasonably require pursuant to Order Schedule 20.
Transaction Charges	the: <ul style="list-style-type: none"> (a) Transaction Charges – SME Application; and (b) Transaction Charges – Vendor Product Onboarding.
Transaction Charges – SME Application	the volumetric transaction charges to be paid by the Buyer to the Seller relating to the delivery of the Transaction Charges – SME Application in accordance with terms of 5.1.2 of this Order Schedule and referred to in the relevant table in Annex B to this Order Schedule 5.
Transaction Charges – Vendor Product Onboarding	the volumetric transaction charges to be paid by the Buyer to the Seller relating to the delivery of Transaction Services – Vendor Product Onboarding as more particularly described in paragraph 6 of this Order Schedule and referred to in the relevant table in Annex B to this Order Schedule 5.
Transaction Services	the:

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Transaction Services – SME
Application

- (a) Transaction Services – SME Application; and
- (b) Transaction Services – Vendor Product Onboarding.

means:

- (a) Provision of SME support pursuant to paragraph 5.2.3 of Order Schedule 20;
- (b) SME application processing pursuant to paragraph 5.2.5 of Order Schedule 20;
- (c) SME eligibility processing (including manual checks) and SME notification (including notification of Grant Token) pursuant to paragraph 5.2.5 of Order Schedule 20;
- (d) Post SME application support including managing changes to the application pursuant to paragraph 5.2.6 of Order Schedule 20;
- (e) General enquiries relating to SMEs only pursuant to paragraph 5.2.7 of Order Schedule 20;
- (f) Managing user technical enquiries raised by SMEs pursuant to paragraph 5.2.8 of Order Schedule 20;
- (g) Providing Assisted Digital support services to SMEs pursuant to paragraph 5.2.9 of Order Schedule 20;
- (h) Notifying SMEs of changes to terms and conditions pursuant to paragraph 5.2.10 of Order Schedule 20; and
- (i) Complaints and appeals handling services provided to SMEs pursuant to paragraph 5.2.11 of Order Schedule 20,

or otherwise described or reasonably to be inferred from Order Schedule 20 (Order Specification).

Transaction Services – Vendor
Product Onboarding

means:

- (a) Provision of Vendor support pursuant to paragraph 5.2.3 of Order Schedule 20;

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- (b) Vendor and product application onboarding (including manual eligibility checks, clarifications and notification) pursuant to paragraph 5.2.4 of Order Schedule 20;
- (c) Carrying out Vendor bank account validity checks pursuant to paragraph 5.2.4.4 of Order Schedule 20;
- (d) Post Vendor application support including managing changes to the application and reimbursement and eligibility queries pursuant to paragraph 5.2.6 of Order Schedule 20;
- (e) General enquiries relating to Vendors only pursuant to paragraph 5.2.7 of Order Schedule 20;
- (f) Managing user technical enquiries raised by Vendors pursuant to paragraph 5.2.8 of Order Schedule 20;
- (g) Notifying Vendors of changes to terms and conditions pursuant to paragraph 5.2.10 of Order Schedule 20;
- (h) Confirming ongoing validity of Vendor banking, product and application information as well as website eligibility and compliance pursuant to paragraph 5.2.10 of Order Schedule 20;
- (i) Maintaining the Vendor's Product List on the Digital Platform Database pursuant to paragraph 5.2.10 of Order Schedule 20; and
- (j) Complaints and appeals handling services provided to Vendors pursuant to paragraph 5.2.11 of Order Schedule 20;

or otherwise described or reasonably to be inferred from Order Schedule 20 (Order Specification).

2 Milestone Payments

- 2.1 During the Implementation Period, and subject to the remaining parts of this paragraph 2, the Supplier will be paid the Milestone Payment on the Actual Milestone Date for the relevant Milestone.

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- 2.2 The Supplier shall only be entitled to invoice for a Milestone Payment once the Supplier has received the Satisfaction Certificate in respect of that Milestone. Following receipt of the Satisfaction Certificate the Supplier shall be entitled to submit its invoice for payment of the Milestone Payment.
- 2.3 The terms of:
- 2.3.1 clause 4 of the Core Terms; and
- 2.3.2 the remaining provisions in this paragraph 2,
- shall apply to Milestone Payments.
- 2.4 Each invoice relating to a Milestone Payment shall be supported by a statement by the Supplier including:
- 2.4.1 the value of the Milestone Payment;
- 2.4.2 the value of any Deduction (including, without limitation, any Delay Payment) relating to the relevant Milestone;
- 2.4.3 the Adjusted Milestone Payment (where applicable);
- 2.4.4 a description of the Services provided in Achieving the Milestone;
- 2.4.5 a Satisfaction Certificate in respect of the Achievement of the Milestone; and
- 2.4.6 details of any VAT or other sales tax payable in respect of the Milestone Payment or Adjusted Milestone Payment (as the case may be); and
- 2.4.7 such other information as the Buyer (acting reasonably) may require.
- 2.5 Where the Supplier fails to Achieve the Milestone on or before the relevant Milestone Date, the Supplier shall pay the Delay Payment to the Buyer in accordance with the terms of this paragraph 2 and paragraph 6 of Order Schedule 13 (Implementation Plan and Testing). Achievement of a Milestone after the relevant Milestone Date shall not permit or entitle the Supplier to repayment or reimbursement of any Delay Payment applied in relation to the relevant Milestone.

3 Initial Charges

- 3.1 The Initial Charges shall be payable from the Actual Milestone Date for Milestone 1 up to and including the Actual Milestone Date for Milestone 2 and shall be agreed between the Buyer and the Supplier in accordance with the terms of paragraphs 9.6 and 9.7 of this Order Schedule 5 (Pricing Details).
- 3.2 The Supplier shall be entitled to invoice for Initial Charges on a Monthly basis in arrears.

4 Core Charges

- 4.1 The Core Charges shall be payable from the day after the Actual Milestone Date for Milestone 2 in relation to the delivery of the Core Services only until expiry or earlier termination of this Order Contract.

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- 4.2 The Supplier shall be entitled to invoice for Core Charges on a Monthly basis in arrears.
- 4.3 Where the Actual Milestone Date for Milestone 2 is later than the Milestone Date for Milestone 2 such that the target commencement date for delivery of the Core Services (being 31 January 2022) is delayed, then the Core Charges for the first Month following the Actual Milestone Date for Milestone 2 shall be pro-rated so that the amount payable to the Supplier in respect of the first (1st) Month shall be equal to:

$$\frac{\text{(number of calendar days remaining in the Month)} \times \text{Core Charges for the Month}}{\text{total number of calendar days in the Month}}$$

and the Parties acknowledge and agree that the total value of the Core Charges shall not be aggregated and redistributed evenly or otherwise against the remaining Core Charges payable from the date on which Milestone 2 is Achieved.

Worked example:

If the Actual Milestone Date for Milestone 2 is 1 March 2022, the Supplier shall not be entitled to claim the Core Charges for February 2022 and the Core Charges for February 2022 shall not be applied evenly or otherwise to the remaining Core Charges.

5 Transaction Charges – SME Application

- 5.1 The Transaction Charges – SME Application shall be payable:
- 5.1.1 from the day after the Actual Milestone Date for Milestone 2; and
- 5.1.2 only in relation to successful completion of the process required pursuant to Order Schedule 20 to allow an SME to apply for a grant token. The Parties acknowledge and agree that the Transaction Charges – SME Application is a volumetric charge and the actual amount payable to the Supplier will depend on the number of SME Applications successfully concluded. The Transaction Charges – SME Application shall be calculated in accordance with Annex B to this Order Schedule.
- 5.2 The Transaction Charges – SME Application shall only relate to the delivery of the Transaction Services – SME Application.
- 5.3 For the purposes of paragraph 5.1.2, and Annex B to this Order Schedule 5 (Pricing Details) reference to “successfully concluded” in respect of an SME Application shall mean that the outcome of the SME Application confirms the relevant SME is eligible to obtain or receive a Grant Token.

6 Transaction Charges – Vendor Product Onboarding

- 6.1 The Transaction Charges – Vendor Product Onboarding shall be payable:
- 6.1.1 from the day after the date on which Milestone 2 is Achieved; and
- 6.1.2 only in relation to the successful completion of the process required pursuant to Order Schedule 20 to successfully onboard a Vendor Product such that an eligible SME may buy that Vendor’s Product via the Vendor’s own website using the SME’s grant token. The Parties

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acknowledge and agree that the Transaction Charges – Vendor Product Onboarding is a volumetric charge and the actual amount payable to the Supplier will depend on the number of Vendor Products that are successfully onboarded in accordance with the requirements of Order Schedule 20. The Transaction Charges – Vendor Product Onboarding shall be calculated in accordance with Annex B to this Order Schedule.

- 6.2 The Transaction Charges – Vendor Product Onboarding shall only relate to the delivery of the Transaction Services – Vendor Product Onboarding.

7 Future Development Charges

- 7.1 The Future Development Charges shall be payable from the Order Start Date and shall be agreed between the Buyer and the Supplier in accordance with the terms of paragraphs 9.6 and 9.7 of this Order Schedule 5 (Pricing Details).
- 7.2 The Future Development Charges shall only apply to Variations directly relating to the delivery of the Future Development Services.
- 7.3 The rate card set out in Annex C to this Order Schedule shall be used by the Supplier to price a Variation requested by the Buyer and agreed pursuant to paragraph 7.1 and the Buyer shall, when instructing or agreeing a Variation specify the payment arrangements for the Future Development Charges.

8 Exit Charges

- 8.1 During the Termination Assistance Period, the Supplier will be entitled to recover the Exit Charges up to the Exit Price, in accordance with the terms of this Order Schedule 5 (including, without limitation, paragraphs 9.6 and 9.7) and Order Schedule 10 (Exit Management) provided always that the Buyer has not terminated the Order Contract under Core Term 10.4 (When CCS or the buyer can end a contract).

9 Invoicing

- 9.1 The Supplier shall issue a single invoice each calendar month in relation to the preceding Month when it is entitled to do so under the terms of this Order Schedule.
- 9.2 The Supplier shall issue the invoice no later than the tenth (10th) day of the Month following the Relevant Month.
- 9.3 The terms of:
- 9.3.1 clause 4 of the Core Terms; and
- 9.3.2 the remaining provisions in this paragraph 9,
- shall apply to the Initial Charges, the Operational Charges and the Future Development Charges.
- 9.4 Each invoice relating in whole or in part to the payment of the Initial Charges, the Operational Charges and the Future Development Charges (as the case may be) shall be supported by:

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- 9.4.1 a statement by the Supplier of the amount considered to be due and the basis upon which it is calculated including;
- 9.4.2 a description of the Services provided in the Relevant Month;
- 9.4.3 the dates on which such Services were performed; and
- 9.4.4 the Supplier's calculation of the Initial Charges, the Operational Charges and the Future Development Charges (as the case may be) calculated in accordance with the terms of this Order Schedule 5 (Pricing Details);
- 9.4.5 Supporting Documentation; and
- 9.4.6 details of any VAT or other sales tax payable in respect of the Charges;

- 9.4.7 the Supplier's calculation of:
 - (a) any Deductions;
 - (b) entitlement of the Buyer to any other payment by the Supplier under this Order Contract;
 - (c) the entitlement of the Buyer to payment of any over-payment made to the Supplier; and
 - (d) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries.
- 9.5 If the Buyer disputes the Supplier's entitlement to any part of the amount claimed by the Supplier pursuant to this Order Schedule 5, in respect of any Relevant Month or Service Period, then, subject to paragraph 11.3 below, the provisions of this paragraph 9.5 shall apply:
 - 9.5.1 the Buyer shall notify the Supplier in writing within ten (10) Working Days of receipt by the Buyer of the relevant invoice and supporting material referenced in paragraph 9.4 of this Order Schedule of that part of the amount (insofar as at the time of such notice the Buyer is reasonably able to quantify it) which the Buyer (acting in good faith) disputes (a **Disputed Amount**) and submit to the Supplier such supporting evidence as the Buyer may have; and
 - 9.5.2 the Buyer may withhold payment of any Disputed Amount pending agreement or determination of the Supplier's entitlement in relation to the Disputed Amount but shall pay on the due date any undisputed amounts.
- 9.6 The Supplier shall be entitled to be paid the Initial Charges, Future Development Charges or the Exit Charges for the Relevant Month provided and to the extent that:
 - 9.6.1 the Supplier shall before such charges are incurred provide to the Buyer for prior Approval (such Approval not to be unreasonably withheld or delayed):
 - (a) a resource plan identifying the resources to be deployed in delivering the relevant Initial Services, Future Development Services or Termination Assistance (as the

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- case may be); and
- (b) a capped fee in respect of the Future Development Charges or the Exit Charges (as the case may be) for the Relevant Month,
- and the Supplier acknowledges and agrees that it shall not be entitled to be paid any non-labour costs or expenses incurred to the extent such costs or expenses have not been Approved by the Buyer (such Approval not to be unreasonably withheld or delayed); and
- 9.6.2 the relevant Initial Charges, Future Development Charges or Exit Charges are Appropriate; and
- 9.6.3 the relevant Initial Charges, Future Development Charges or Exit Charges (as the case may be) are Attributable; and
- 9.6.4 the relevant Initial Charges, Future Development Charges or Exit Charges (as the case may be) are Reasonable.
- 9.7 The Supplier shall provide to the Buyer promptly on being requested to do so such Open Book Data or other information as the Buyer may reasonably request from time to time to verify that the Initial Charges, Future Development Charges or Exit Charges (as the case may be) for which the Supplier is or may be seeking payment under this Order Contract meet the requirements of paragraph 9. Without prejudice to the generality of the foregoing, the Supplier shall ensure that any such invoice is presented with Supporting Documentation for the purpose of verifying that relevant Initial Charges, Future Development Charges or Exit Charges (as the case may be).
- 10 Double counting**
- 10.1 There shall be no double counting by the Supplier in relation to the calculation of the Charges or parts thereof.
- 11 Service Credits**
- 11.1 Service Credits shall be calculated by reference to Annex A to Part A (Service Levels and Service Credits Table) to Order Schedule 14.
- 11.2 For each Service Period the Supplier shall:
- 11.2.1 identify all Service Level Failures arising in the relevant Service Period; and
- 11.2.2 aggregate the total Service Credits relating to such Service Level Failures identified pursuant to Paragraph 11.2.1 by reference to Annex A to Part A of Order Schedule 14 (Service Levels); and
- 11.2.3 comply with the terms of paragraph 9.4 of this Order Schedule.
- 11.3 Any Service Credits that accrue during a Service Period shall be deducted from the aggregate total of the Core Charges and the Transaction Charges payable for the same Service Period. An invoice for the aggregate total of the Core Charges and the Transaction Charges shall not be payable by the Buyer unless all Deductions (including, without limitation, Service Credits)

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relating to the aggregate total of the Core Charges and the Transaction Charges for the Service Period have been agreed.

11.4 Where the Supplier incurs Service Credits, the Supplier acknowledges and agrees that:

11.4.1 it shall not have recourse to the value of the Service Credit incurred; and

11.4.2 the Service Credit will not be repaid to the Supplier at a future date and the Supplier cannot earn back the revenues forfeited by way of Service Credits.

12 Indexation

12.1 From the Order Start Date until second anniversary of the Indexation Base Date the Core Charges and the Transactional Charges shall not be adjusted for indexation.

12.2 With effect from second anniversary of the Indexation Base Date the Core Charges and the Transaction Charges shall be adjusted for the following period of 12 Months in accordance with the following formula:

$$\text{£X} \times \text{A} / \text{B}$$

Where:

X = the Core Charges and the Transactional Charges

A = the published amount of the Index for the quarter in which the relevant anniversary of the Indexation Base Date falls

B = the published amount of the Index for the same quarter in the previous year.

12.3 The Initial Charges, Future Development Charges and Exit Charges shall not be subject to indexation.

13 Supplier Profit Margin

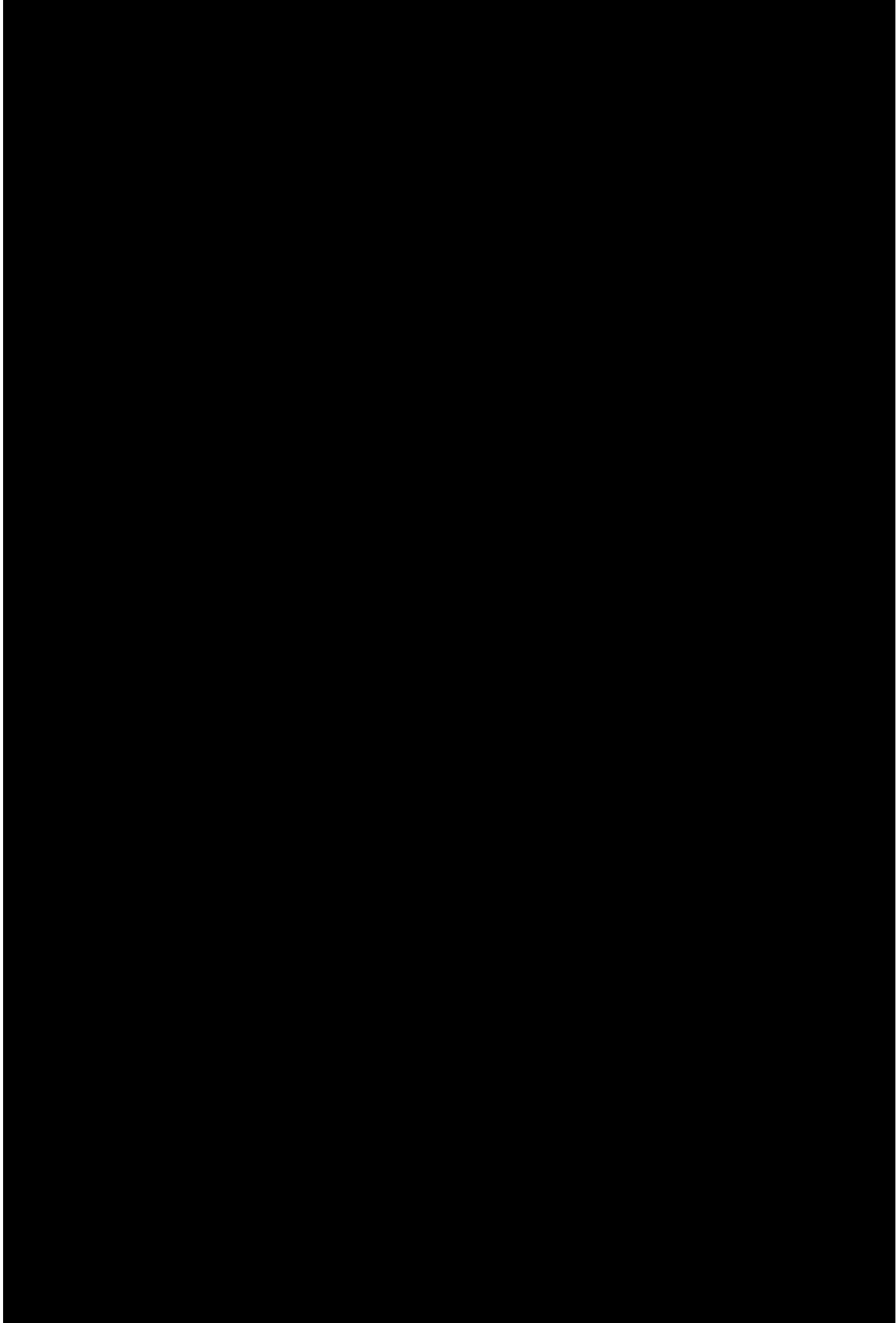
13.1 For the purposes of this Order Contract the Supplier Profit expressed as a percentage is 18% and the definition of **Supplier Profit Margin** in Joint Schedule 1 shall be construed accordingly.

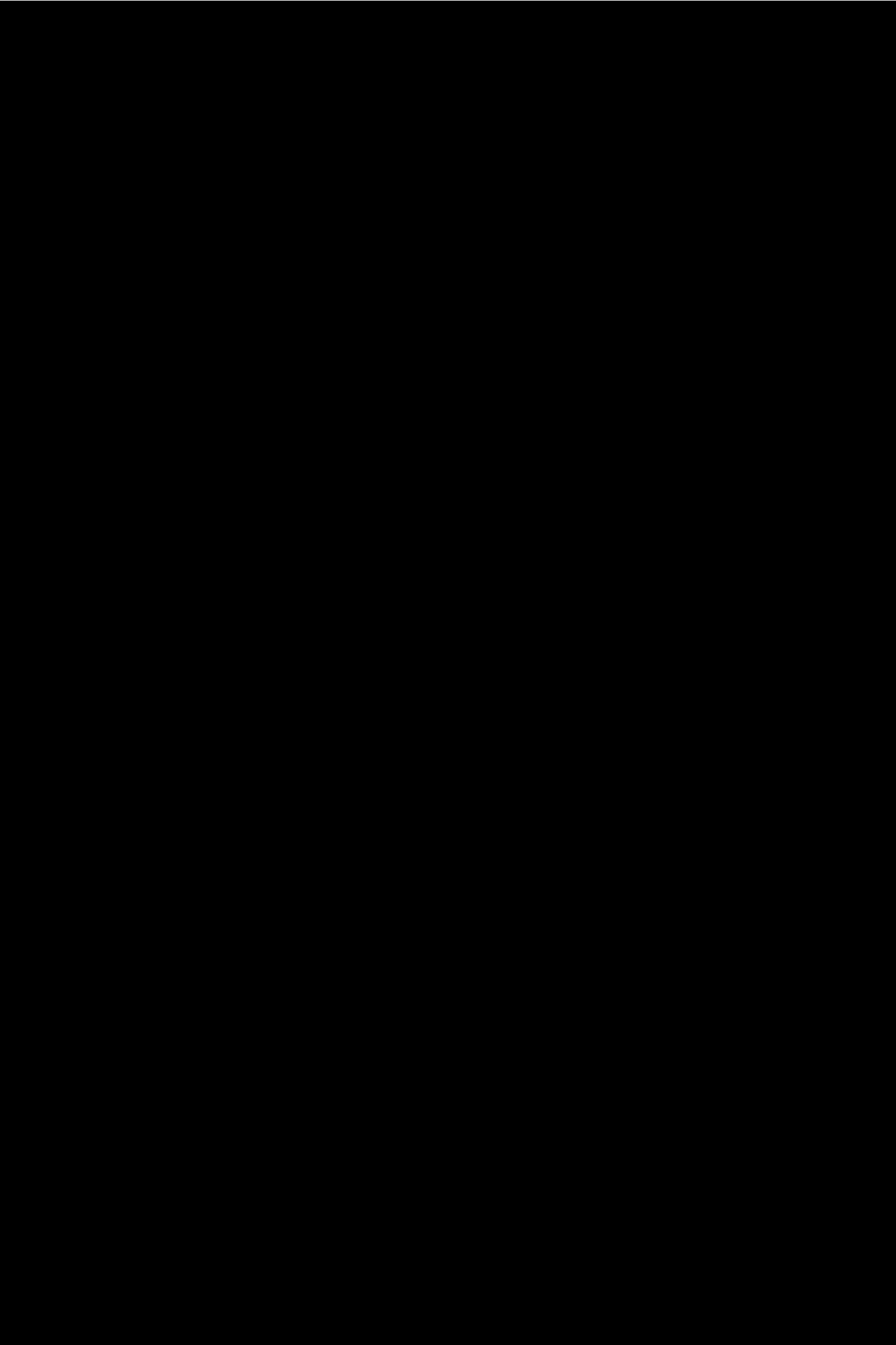
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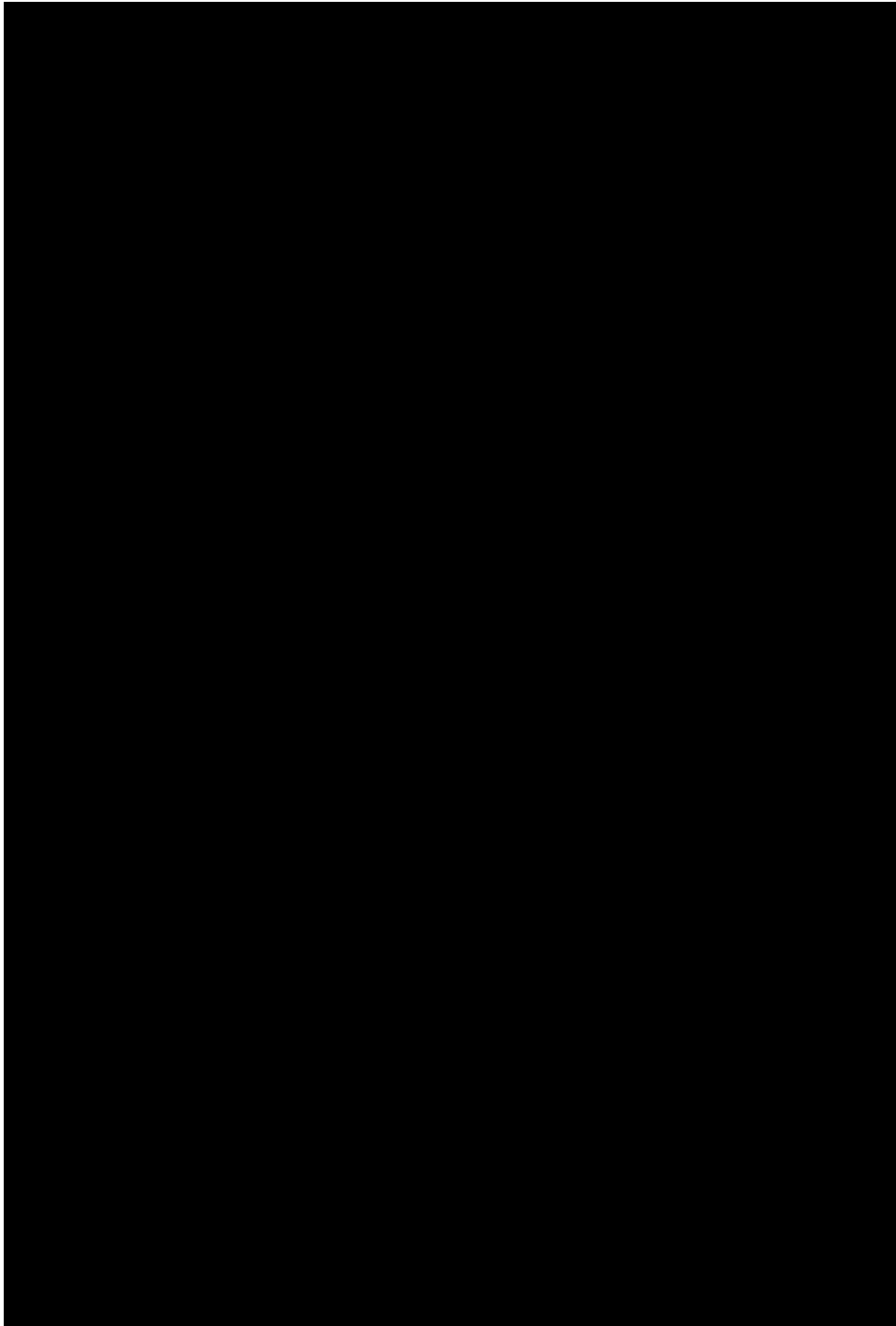
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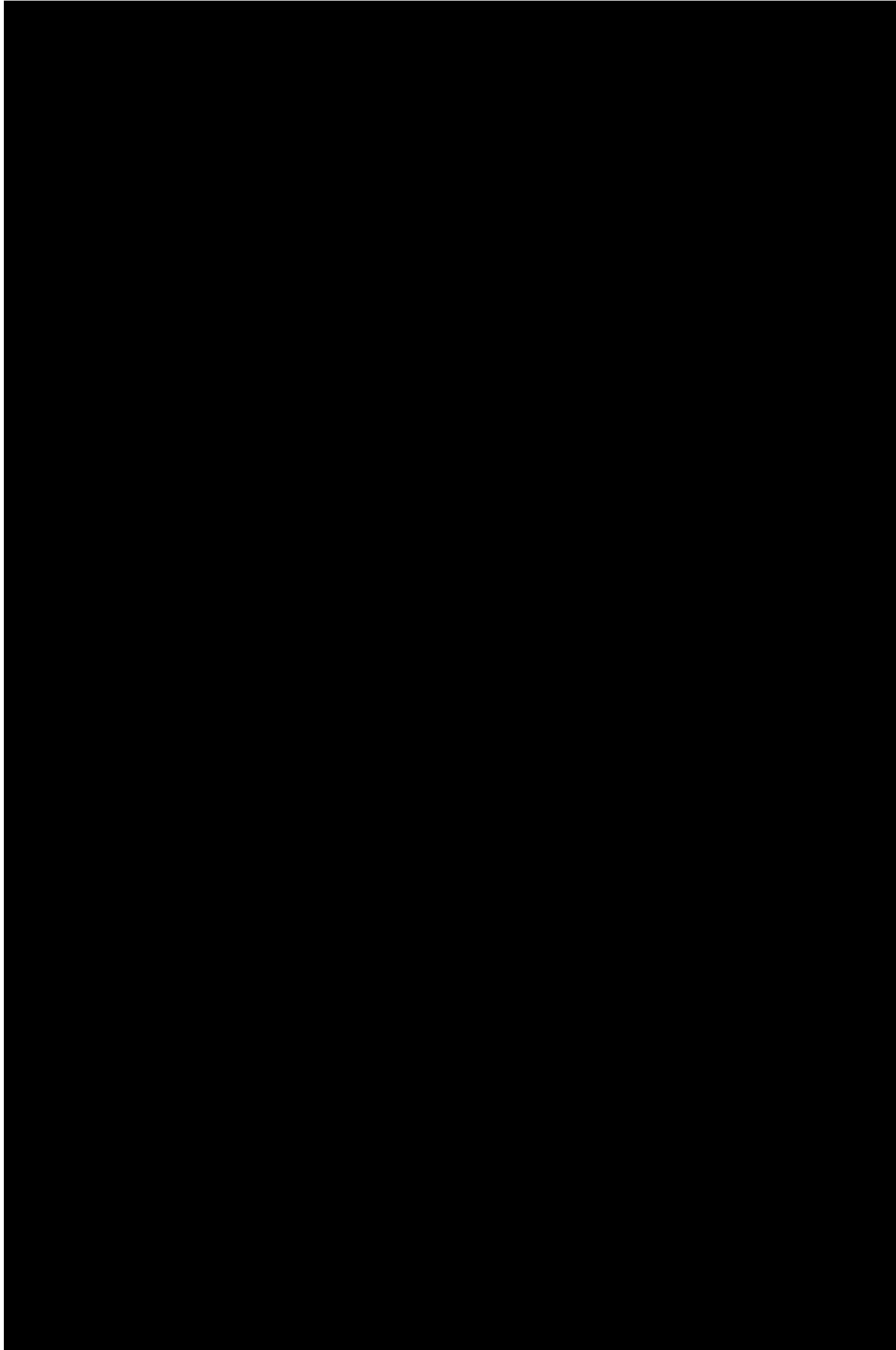


The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The methodology section describes the research design and the data collection process. The results section presents the findings of the study, and the conclusion section summarizes the main findings and provides recommendations for future research.

The study was conducted in a laboratory setting, and the data were collected using a series of experiments. The results of the experiments were analyzed using statistical methods, and the findings were compared with the results of previous studies. The study found that the research objectives were achieved, and the results were consistent with the findings of previous research.

The study has several limitations, and there are some areas that need to be explored in future research. The study was conducted in a laboratory setting, and the results may not be generalizable to real-world situations. The study also had a limited sample size, and the results may be affected by the characteristics of the sample.

In conclusion, the study found that the research objectives were achieved, and the results were consistent with the findings of previous research. The study has several limitations, and there are some areas that need to be explored in future research.



Order Schedule 6 (ICT Services)

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Order Schedule 6 (ICT Services)**1. Definitions**

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

"Approved Software"	means Software the use of which by the Supplier has been approved by the Buyer in accordance with Clause 9.2.1 of Order Schedule 6 (ICT Services). As at the Start Date the Buyer has approved the use of the Supplier's Existing IPR in certain "configuration files";
"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: <ol style="list-style-type: none"> any error, damage or defect in the manufacturing of a Deliverable; or any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or 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 Order Contract; or 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;

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"Deposited Software"	means the Source Code of the Approved Software;
"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;
"Escrow Agent"	means NCC Group Plc or such other Escrow Agent as shall be agreed by the Parties in writing;
"Escrow Agreement"	means a tripartite contract between the Buyer and the Supplier and the Escrow Agent based on the Escrow Agent's standard terms for software escrow services, requiring the Escrow Agent to hold the Deposited Software in escrow on terms reflecting the Parties' rights in and to the Deposited Software. The Supplier shall be responsible for all fees charged by the Escrow Agent under the Escrow Agreement;
"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 Order 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: <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or

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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 Order 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 Software"	any software (including database software, linking instructions, 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;
"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 necessary to facilitate the provision of ICT Services which are part of the 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;

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- 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.

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 Order Schedule 14 (Service Levels) 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

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- 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 Order 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 in ICT

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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:
- 9.2.1.1. of its own Existing IPR that is not COTS Software;
 - 9.2.1.2. 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 grants 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

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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.
- 9.2.6. Within 15 Working Days after the Start Date the parties will conclude an Escrow Agreement and neither Party will unreasonably withhold or delay their agreement. Within 30 Working Days after the Start Date the Supplier will deposit the Deposited Software with the Escrow Agent to be held in escrow under the terms of the Escrow Agreement. The Supplier shall deposit with the Escrow Agent a further copy of the Deposited Software whenever necessary to ensure that the Escrow Agent holds an up-to-date copy of the Deposited Software (including on each New Release of the Approved Software). The Buyer shall be entitled to receive a copy of the Deposited Software from the Escrow Agent on written request by the Buyer in accordance with the Escrow Agreement.

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.

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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

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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 Government Data (whilst the Government Data was under the control of the Buyer)

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Order Schedule 7 (Key Supplier Staff)

Order Ref:

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Order Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

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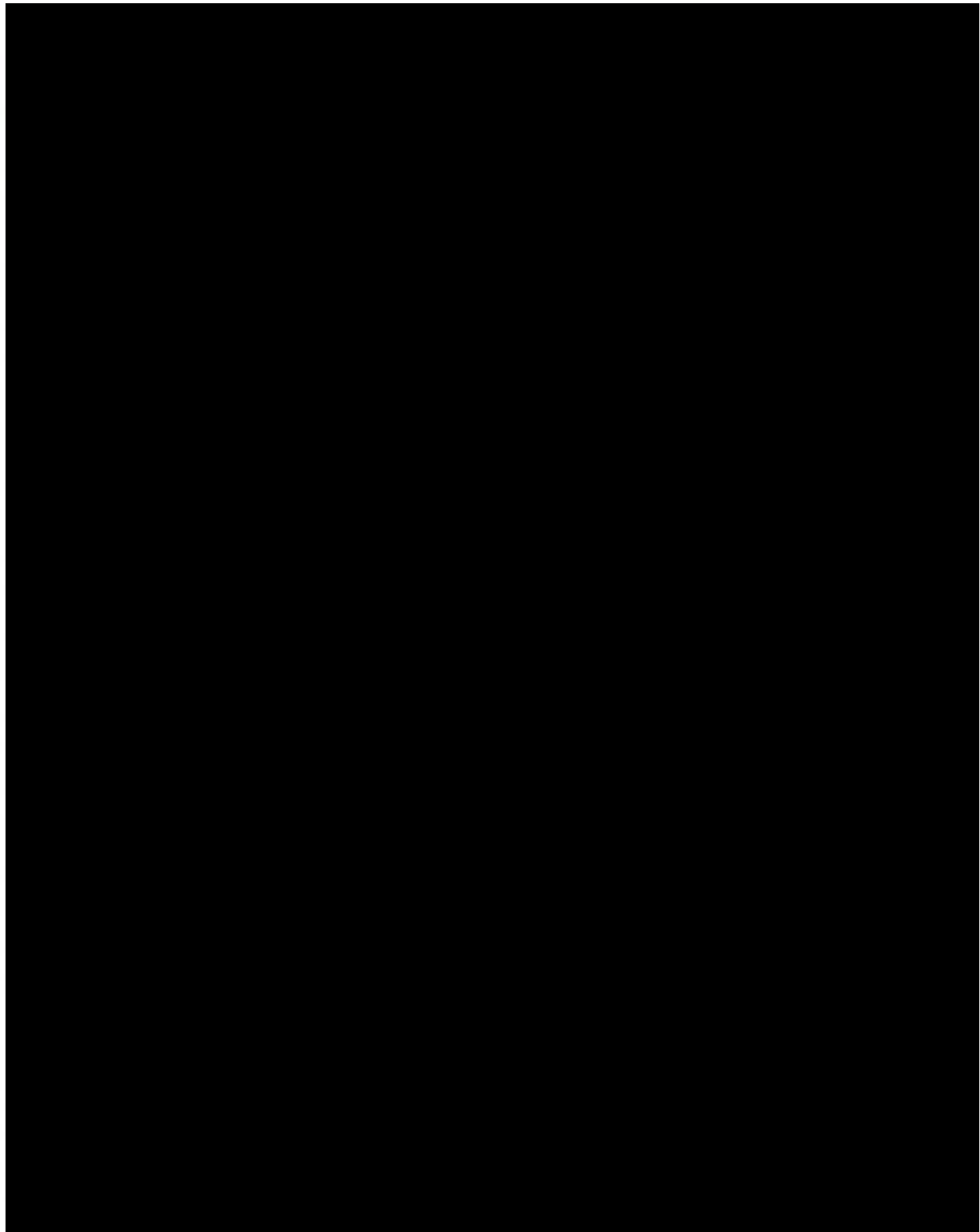
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Order Schedule 8 (Business Continuity and Disaster Recovery)

Order Ref:

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Order Schedule 8 (Business Continuity and Disaster Recovery)**1. Definitions**

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.2 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2. BCDR Plan

- 2.1. The Buyer and the Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2. Not later than twenty (20) Working Days after the Order Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:
- 2.2.1. ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.2.2. the recovery of the Deliverables in the event of a Disaster
- 2.3. The BCDR Plan shall be divided into three sections:
- 2.3.1. Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.3.2. Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
 - 2.3.3. Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

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- 2.4. Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)**3.1. Section 1 of the BCDR Plan shall:**

- 3.1.1. set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- 3.1.2. provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3. contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4. detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5. contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6. contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7. provide for documentation of processes, including business processes, and procedures;
- 3.1.8. set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9. identify the procedures for reverting to "normal service";
- 3.1.10. set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11. identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12. provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2. The BCDR Plan shall be designed so as to ensure that:

- 3.2.1. the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;

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Order Schedule 8 (Business Continuity and Disaster Recovery)

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- 3.2.2. the adverse impact of any Disaster is minimised as far as reasonably possible;
- 3.2.3. it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- 3.2.4. it details a process for the management of disaster recovery testing.
- 3.3. The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4. The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

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

5. Disaster Recovery (Section 3)

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

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- 5.2.9. post implementation review process;
- 5.2.10. any applicable Performance Indicators with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators or Service Levels in respect of the
- 5.2.11. provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.12. details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.13. access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.14. testing and management arrangements.

6. Review and changing the BCDR Plan**6.1. The Supplier shall review the BCDR Plan:**

- 6.1.1. on a regular basis and as a minimum once every six (6) Months;
- 6.1.2. within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- 6.1.3. where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2. Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.**6.3. The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "Review Report") setting out the Supplier's proposals (the "Supplier's Proposals") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.****6.4. Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.****6.5. The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.****DPS Ref: RM6172****67413395.3****68****BEIS HTGD - FINAL ORDER
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7. Testing the BCDR Plan

7.1. The Supplier shall test the BCDR Plan:

7.1.1. regularly and in any event not less than once in every Contracture;

7.1.2. in the event of any major reconfiguration of the Deliverables

7.1.3. at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2. If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3. The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4. The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5. The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1. the outcome of the test;

7.5.2. any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3. the Supplier's proposals for remedying any such failures.

7.6. Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

8.1. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9. Circumstances beyond your control

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

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Order Schedule 9 (Security)

Order Ref:

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Order Schedule 9 (Security)

Part A: Not Used

Part B: Long Form Security Requirements

1. Definitions

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

"Breach of Security"	means the occurrence of: <ul style="list-style-type: none">a) any unauthorised access to or use of the Goods and/or 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/orb) 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 requirements in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 3.4.3 d;
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 3 (ISMS) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

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

2.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Contract will be met.

2.3 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:

2.3.1 [REDACTED]
Lead Accreditor, Departmental Security Unit
Tel: [REDACTED]
[REDACTED]@beis.gov.uk
1 Victoria Street. London, SW1H 0ET

2.3.2 [REDACTED]

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Head of Client Security Interactions

uk_global_nis_client_interactions_and_contracts@pwc.com

- 2.4 1 Embankment Place, London, WC2N 6RH The Buyer shall clearly articulate its high level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 2.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Buyer.
- 2.8 The Buyer and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Buyer's security provisions represents an unacceptable risk to the Buyer requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 The Supplier shall develop and submit to the Buyer, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 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 the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 3.3 The Buyer acknowledges that;
- 3.3.1 If the Buyer has not stipulated during a Further Competition that it requires a bespoke ISMS, the ISMS provided by the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and
- 3.3.2 Where the Buyer has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Buyer's Approval.
- 3.4 The ISMS shall:
- 3.4.1 if the Buyer has stipulated that it requires a bespoke ISMS, 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, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 3.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;
- 3.4.3 at all times provide a level of security which:
- (a) is in accordance with the Law and this Contract;
 - (b) complies with the Baseline Security Requirements;

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- (c) as a minimum demonstrates Good Industry Practice;
- (d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- (e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
- (f) takes account of guidance issued by the Centre for Protection of National Infrastructure <https://www.cpni.gov.uk/>;
- (g) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
- (h) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
- (i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- (j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

3.4.4 document the security incident management processes and incident response plans;

3.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Buyer approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

3.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Buyer in advance of issue of the relevant Security Management Plan).

3.5 Subject to Paragraph 2 the references to Standards, guidance and policies contained or set out in Paragraph 3.3 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.

3.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.3, the Supplier shall immediately notify the Buyer Representative of such inconsistency and the Buyer Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

3.7 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall 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 the first submission of the ISMS to the Buyer. If the Buyer does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.

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3.8 Approval by the Buyer of the ISMS pursuant to Paragraph 3.6 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

4. Security Management Plan

4.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.

4.2 The Security Management Plan shall:

- 4.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 4.2.2 comply with the Baseline Security Requirements and, where specified by the Buyer in accordance with paragraph 3.4.3 d, the Security Policy;
- 4.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 4.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 4.2.5 unless otherwise specified by the Buyer in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Buyer Premises, the Sites, the Supplier System, the Buyer System (to the extent that it is under the control of the Supplier) 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;
- 4.2.6 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 delivery of the Deliverables and 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 Schedule (including the requirements set out in Paragraph 3.4);
- 4.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Buyer and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);
- 4.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- 4.2.9 set out the scope of the Buyer System that is under the control of the Supplier;
- 4.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- 4.2.11 be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to the Buyer pursuant to Paragraph 4.1 is Approved by the Buyer, it shall be adopted by the Supplier immediately and thereafter

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operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Buyer, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit it to the Buyer for Approval. The Parties shall 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 the first submission to the Buyer of the Security Management Plan. If the Buyer does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Buyer pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure 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.

- 4.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by the Supplier and at least annually to reflect:

- 5.1.1 emerging changes in Good Industry Practice;
- 5.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;
- 5.1.3 any new perceived or changed security threats;
- 5.1.4 where required in accordance with paragraph 3.4.3 d, any changes to the Security Policy;
- 5.1.5 any new perceived or changed security threats; and
- 5.1.6 any reasonable change in requirement requested by the Buyer.

- 5.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- 5.2.1 suggested improvements to the effectiveness of the ISMS;
- 5.2.2 updates to the risk assessments;
- 5.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
- 5.2.4 suggested improvements in measuring the effectiveness of controls.

- 5.3 Subject to Paragraph 5.4, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Buyer request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Buyer.

- 5.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the ISMS or 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.

6. Security Testing

- 6.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including

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security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Buyer. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

- 6.2 The Buyer shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Buyer with the results of such Security Tests (in a form approved by the Buyer in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to the Buyer pursuant to this Contract, the Buyer and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Buyer may notify the Supplier of the results of such tests after completion of each such test. If any such Buyer's test adversely affects the Supplier's ability to deliver the Deliverables so as to meet the KPIs, the Supplier shall be granted relief against any resultant under-performance for the period of the Buyer's test.
- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Buyer of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Buyer's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Buyer or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Buyer.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Contract.

7. Complying with the ISMS

- 7.1 The Buyer shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 3.4.3 d.
- 7.2 If, on the basis of evidence provided by such security audits, it is the Buyer's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Buyer shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time then the Buyer shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions

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required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by the Buyer in obtaining such audit.

8. Security Breach

8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, the Supplier shall:

- 8.2.1 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 or any potential or attempted Breach of Security in order to protect the integrity of the Buyer Property and/or Buyer Assets and/or ISMS to the extent that this is within the Supplier's control;
 - (c) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Service Level Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Buyer, acting reasonably, may specify by written notice to the Supplier;
 - (d) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
 - (e) supply any requested data to the Buyer (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Buyer's request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
 - (f) as soon as reasonably practicable provide to the Buyer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 8.3 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 ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to the Buyer.

9. Vulnerabilities and fixing them

- 9.1 The Buyer and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Buyer's information.
- 9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

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- 9.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- 9.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within 14 days of release, 'Important' within 30 days of release and all 'Other' within 60 Working Days of release, except where:
 - 9.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 9.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of 5 days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Buyer; or
 - 9.3.3 the Buyer agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 9.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within 6 Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
 - 9.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation techniques, provided always that such upgrade is made within 12 Months of release of the latest version; or
 - 9.4.2 is agreed with the Buyer in writing.
- 9.5 The Supplier shall:
 - 9.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
 - 9.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
 - 9.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
 - 9.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.3.5;
 - 9.5.5 from the date specified in the Security Management Plan provide a report to the Buyer within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
 - 9.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;

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- 9.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 9.5.8 inform the Buyer when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.
- 9.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9, the Supplier shall immediately notify the Buyer.
- 9.7 A failure to comply with Paragraph 9.3 shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

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Part B – Annex 1:**Baseline security requirements****1. Handling Classified information**

- 1.1 The Supplier shall not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Buyer.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will be subject to at all times.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Buyer with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and
 - 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1 The Buyer requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through

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a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.

- 4.2 The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

- 7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

- 8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

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- 8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
- 8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.
- 8.2 The Supplier and the Buyer shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least 6 Months.

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Order Schedule 9 (Security)

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Part B – Annex 2 - Security Management Plan

The Security Management Plan shall include and be organised as follows:

Introduction	Provides an introduction to the document describing its purpose along with the document's intended audience, scope, structure, references to other documents as well as the acronyms, abbreviations, and terms used throughout the document.
Security Requirements	Provides an overview of the Baseline Security Requirements and organisational requirements as set out by the Buyer, and proposed by international best practices.
Security Controls	Sets out the security controls to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services.
Security Activities Roadmap	Depicts the security activities roadmap, and identifies the necessary delegated organisational roles which will be responsible for ensuring that this Schedule will be in compliance with the Buyer's requirements.
Risk Management	Provides an overview of the process for managing any security risks from Subcontractors of the Supplier and third parties authorised by the Buyer with access to the system, Services, and data.
Supporting Tools	Lists the potential tools to be used by the security experts during the security assessment.
Standards and Methodologies	Enumerates the standards and methodologies to be used.

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Order Schedule 10 (Exit Management)

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Order 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):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor 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;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the DPS Application or Order 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 or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor 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 Period"	the period specified in a Termination Assistance Notice 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;

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"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;
"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

2.1 The Supplier shall within 30 days from the 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

("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 Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of 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 (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.

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- 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 an 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;
 - 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) every six (6) months throughout the Contract Period; and
 - (b) no later than ten (10) 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)

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Working Days after the date of the Termination Assistance Notice;

- (d) as soon as reasonably possible following, and in any event no later than ten (10) 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 (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 period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. 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.

5.3 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;

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- 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, the provision of the Management Information or any other reports nor 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, the Parties shall vary the relevant 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.

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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

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- 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 outgoing, 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.

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Order Schedule 11 (NOT USED)

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Order Schedule 11 (NOT USED)

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Order Schedule 12 (NOT USED)

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Order Schedule 12 (NOT USED)

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Order Schedule 13: (Implementation Plan and Testing)

Order Ref:

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Order 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):

"Actual Milestone Date"	has the meaning given in Order Schedule 5 (Pricing Details);
"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;
"Implementation Period"	has the meaning given to it in Order Schedule 5 (Pricing Details);
"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.

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 five (5) Working Days after the Order 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 and as the Buyer may otherwise require; and
- 2.2.2 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 five (5) 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 monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

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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 Order 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 Order 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.

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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 otherwise 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 as a single downward adjustment in the event that the relevant Milestone Date is not Achieved by the date specified in the Implementation Plan;
- 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 Not used.

7.2 Not used.

7.3 In accordance with the Implementation Plan, the Supplier shall:

- 7.3.1 work cooperatively and in partnership with the Buyer, to understand the scope of Services to ensure a mutually beneficial handover of the Services;
- 7.3.2 work with the Buyer to prepare a plan which demonstrates how they will mobilise the Services;
- 7.3.3 not used; and
- 7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 Not used.

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;

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- 7.5.2 mobilise all the Services specified in the Specification within the Order Contract;
- 7.5.3 not used;
- 7.5.4 manage and report progress against the Implementation Plan;
- 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) 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 not used.

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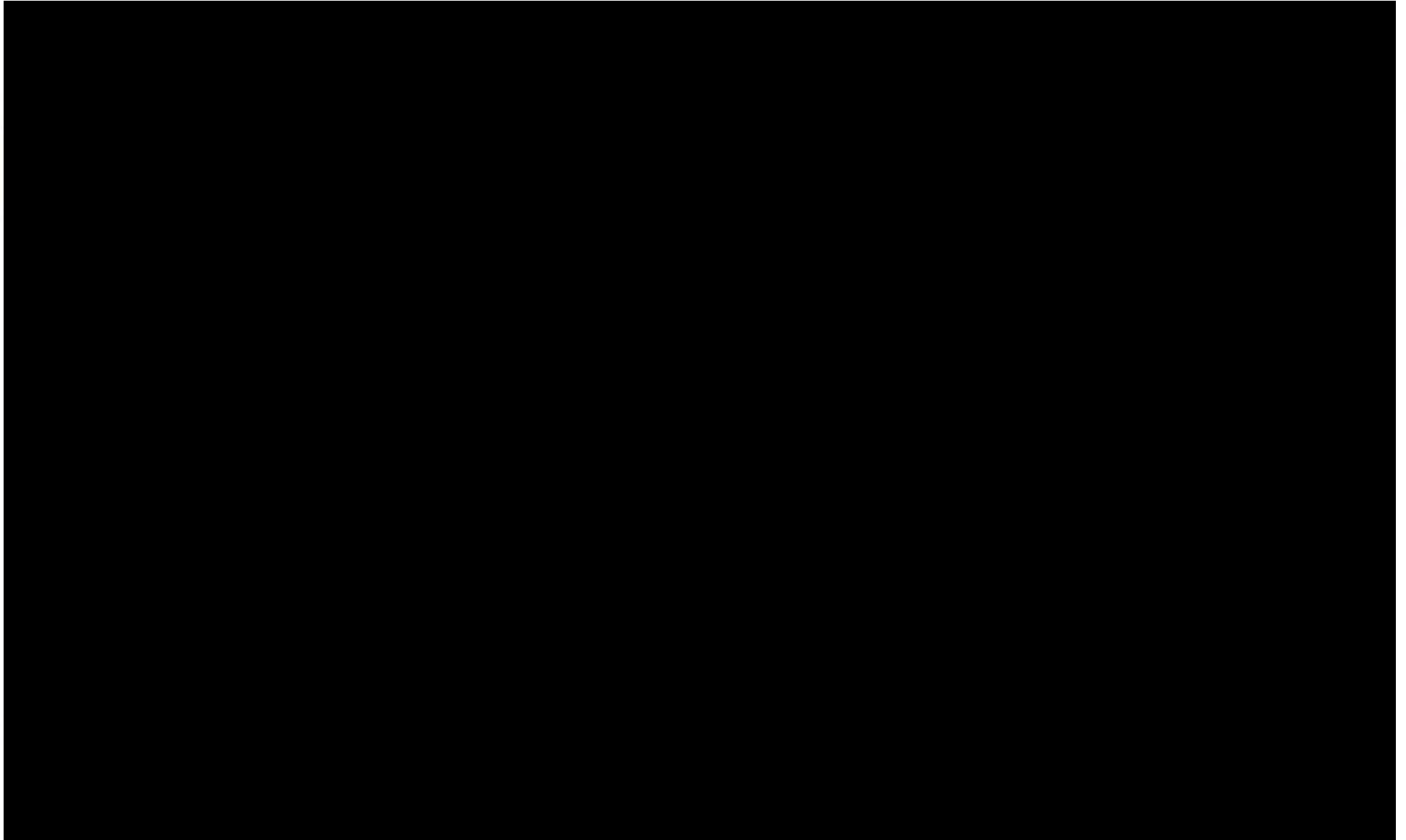
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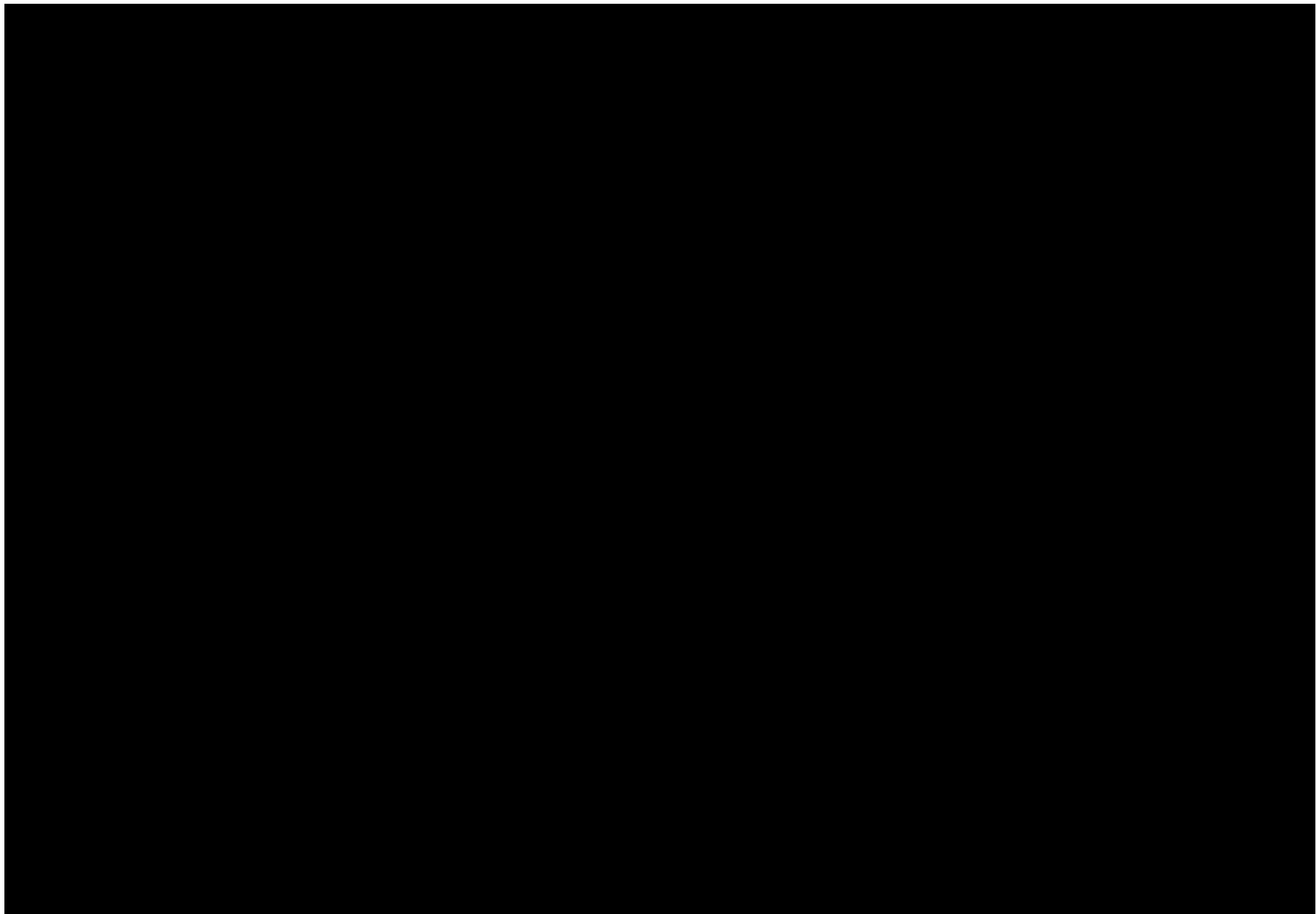
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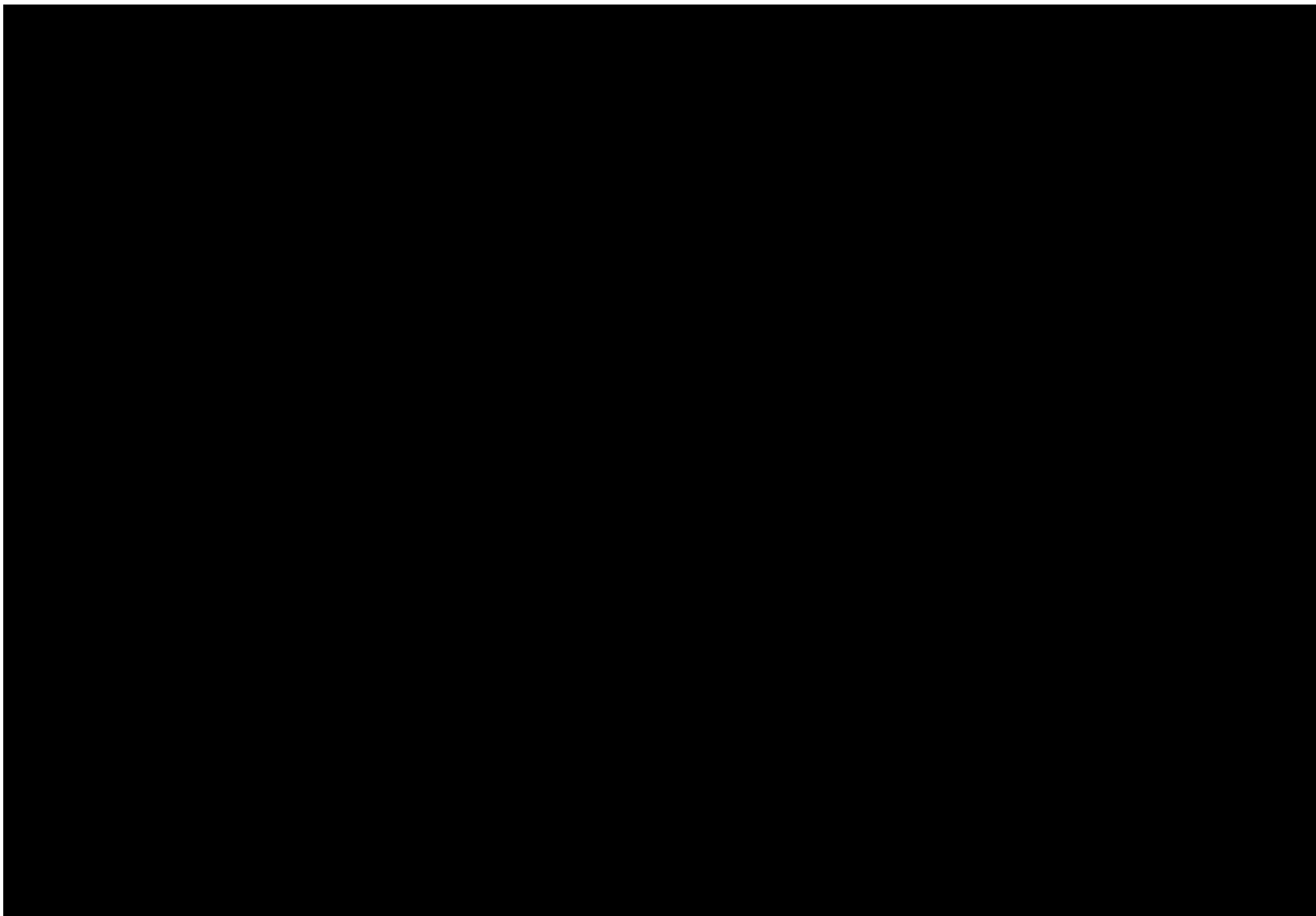
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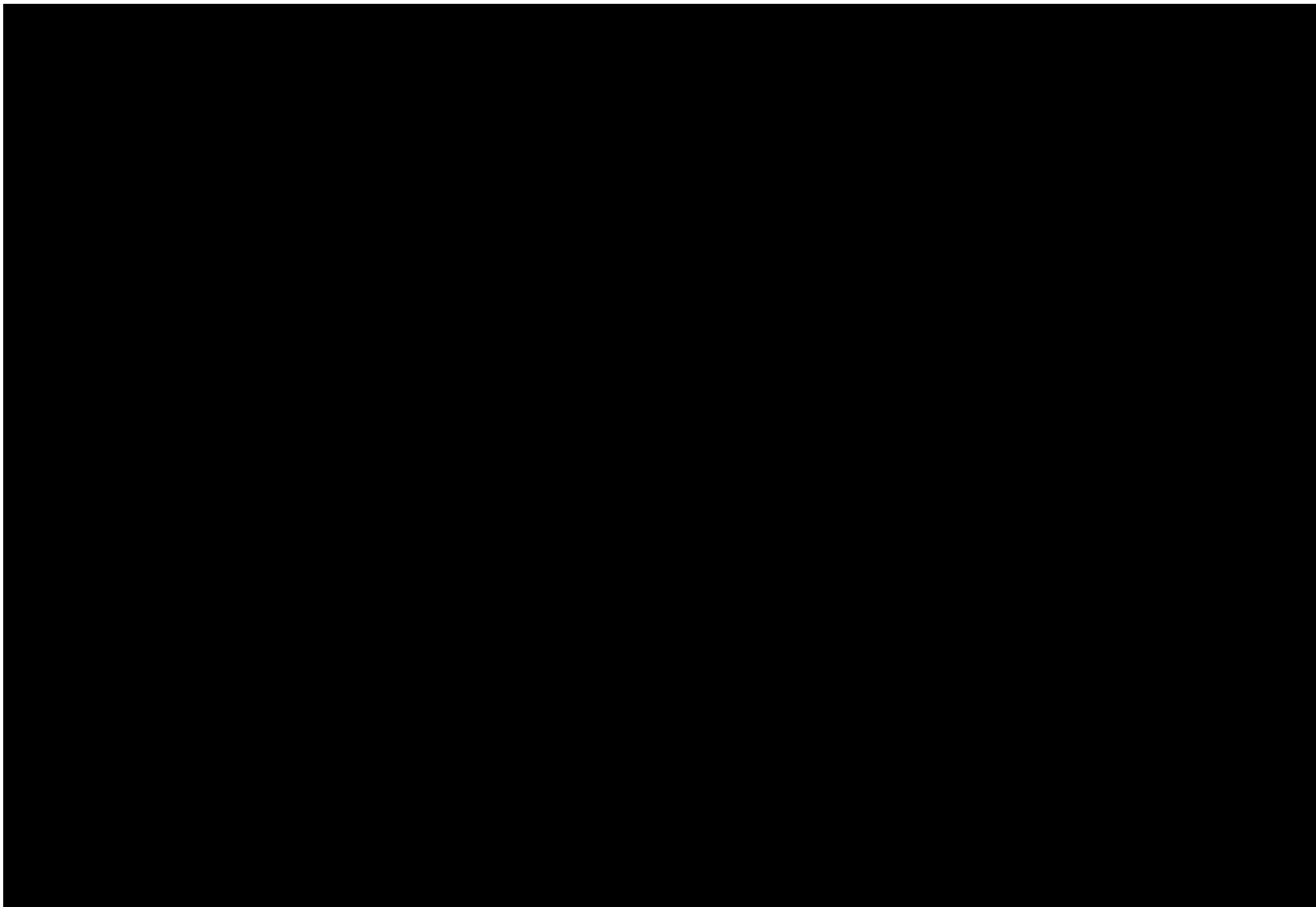
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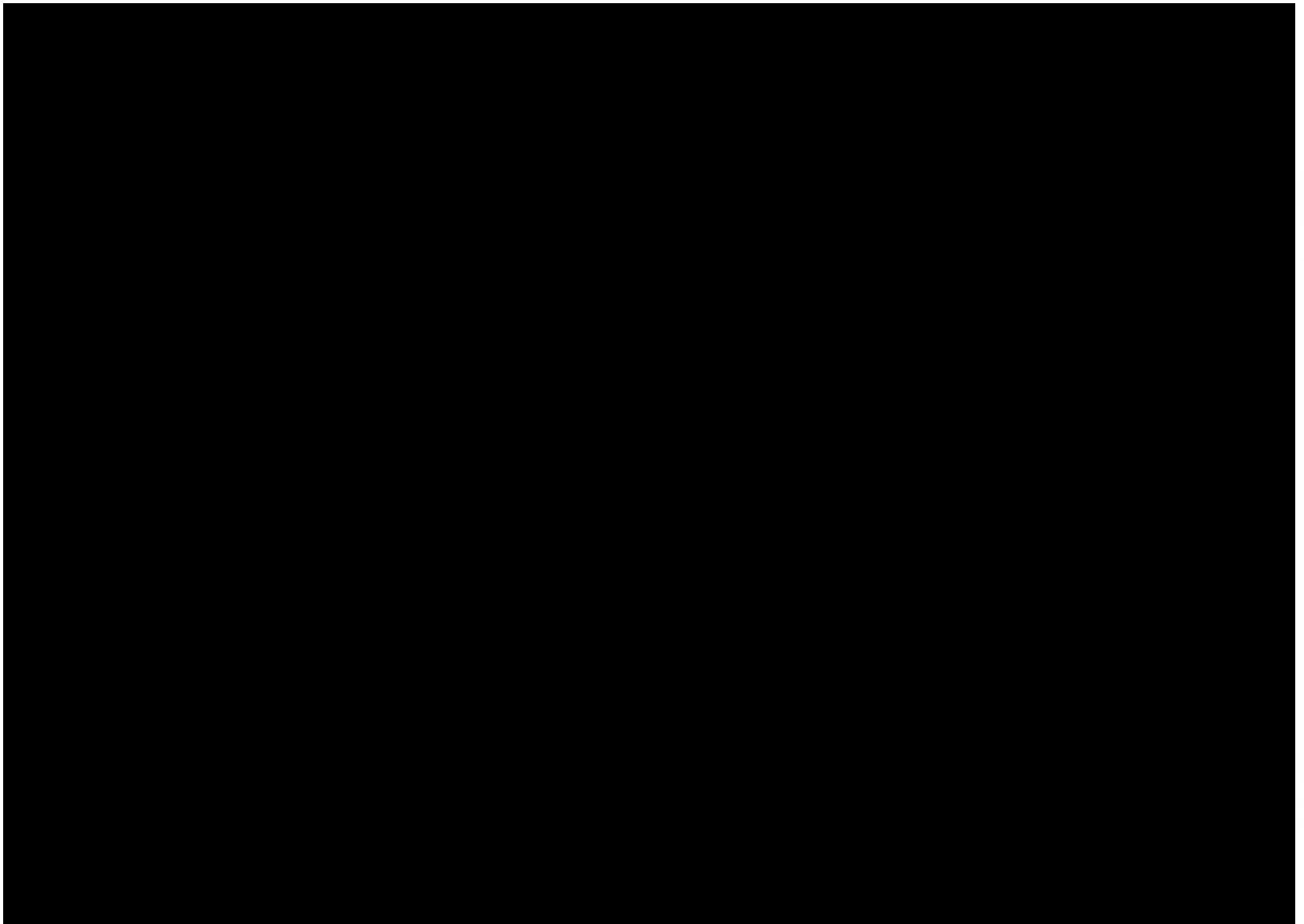


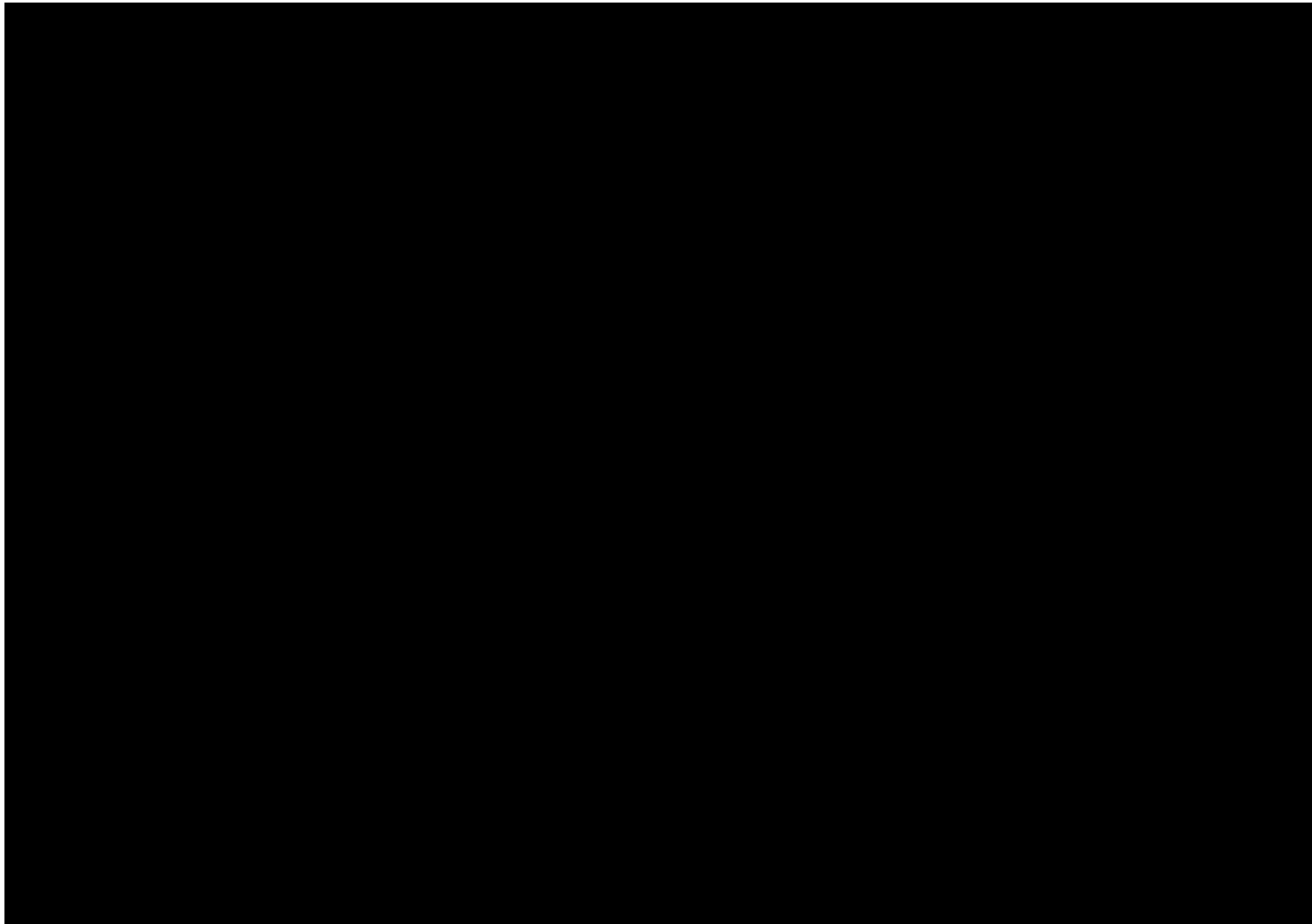


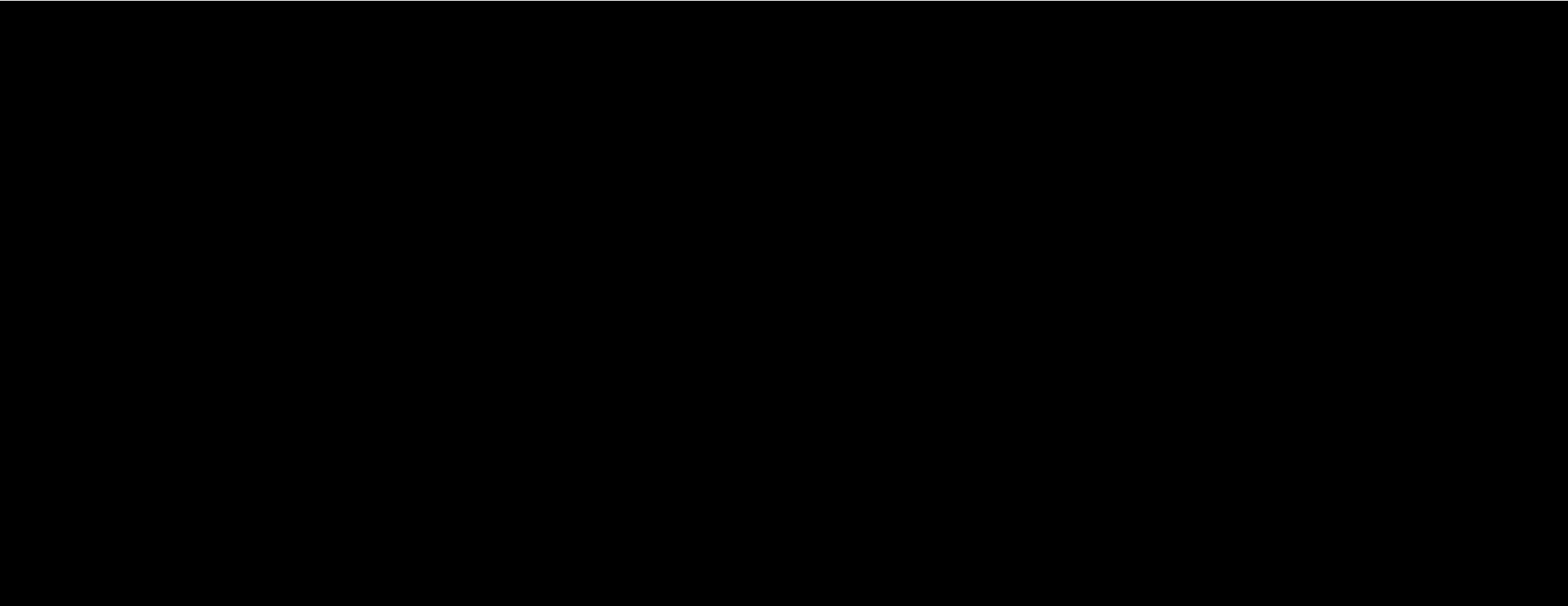












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Part B - Testing**1. Definitions**

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

"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 of this Schedule;
"Test Strategy"	a strategy for the conduct of Testing as described further in Paragraph 3 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).

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- 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.

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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 (where relevant) 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.
- 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

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- 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 either in person or remotely 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;

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- 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 provided always that the Buyer (acting reasonably) shall be entitled to reduce such notice period.
- 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.

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- 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 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.

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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; and

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.

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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 ("**Order Contract**") [insert Order Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] ("**Buyer**") and [*insert Supplier name*] ("**Supplier**") dated [*insert Order Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Order 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]

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Order Schedule 14 (Service Levels)

Order Ref:

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Order Schedule 14 (Service Levels)**1. Definitions**

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Exclusion"	has the meaning given to it paragraph 3 (Permitted Exclusion) to Part A (Service Levels and Service Credits) to this Order Schedule.
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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- 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

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

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Order Schedule 14 (Service Levels)

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Part A: Service Levels and Service Credits**1. Service Levels**

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

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

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

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

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

3. Permitted Exclusions

3.1 Subject always to Paragraph 3.3 (Permitted Exclusions), where the Supplier demonstrates to the reasonable satisfaction of the Buyer that an instance of failure in relation to a Service Level in the relevant Month arose as the direct result of an Exclusion such instance of failure shall be discounted for the purposes of evaluating the Supplier's performance against the required standard set out in Annex A to Part A (Service Levels and Service Credits Table) to this Schedule in relation to the relevant Service .

3.2 In this Paragraph 3 (Permitted Exclusions), **Exclusion** shall mean any one or more of the following events:

- 3.2.1 periods during which planned maintenance of the Supplier Technologies are taking place PROVIDED ALWAYS THAT such planned maintenance has the prior Approval of the Buyer (those Service Levels identified in Annex A to Part A (Service Levels and Service Credits Table));
- 3.2.2 periods of non-availability directly caused by Authority Cause (all affected Service Levels);
- 3.2.3 periods during which the Business Continuity and Disaster Recovery Plan has been invoked (all Service Levels) unless the reason for the invocation arises from the Supplier's breach of this Order Contract; and/or

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3.2.4 periods during which a Force Majeure Event is subsisting (all affected Service Levels).

3.3 During any period excluded from measurement of the Supplier's performance of the required standard pursuant to this Paragraph 3 (Permitted Exclusions), the Supplier shall use all reasonable endeavours to adhere to the required standard and if it fails to do so such periods shall be taken into account when evaluating the Supplier's performance against the required standard set out in the relevant Service Level as if the relevant Exclusion did not apply.

4 Bedding-In Period

4.1 Without prejudice to the remedies available to the Buyer under this Order Contract where a Service Level Failure occurs during the period of two (2) Months commencing on the day after the Actual Milestone Date for Milestone 2, the Buyer and the Supplier acknowledge and agree that:

4.1.1 notwithstanding the other provisions of this Schedule, the Supplier shall comply with its obligations under this Order Contract; and

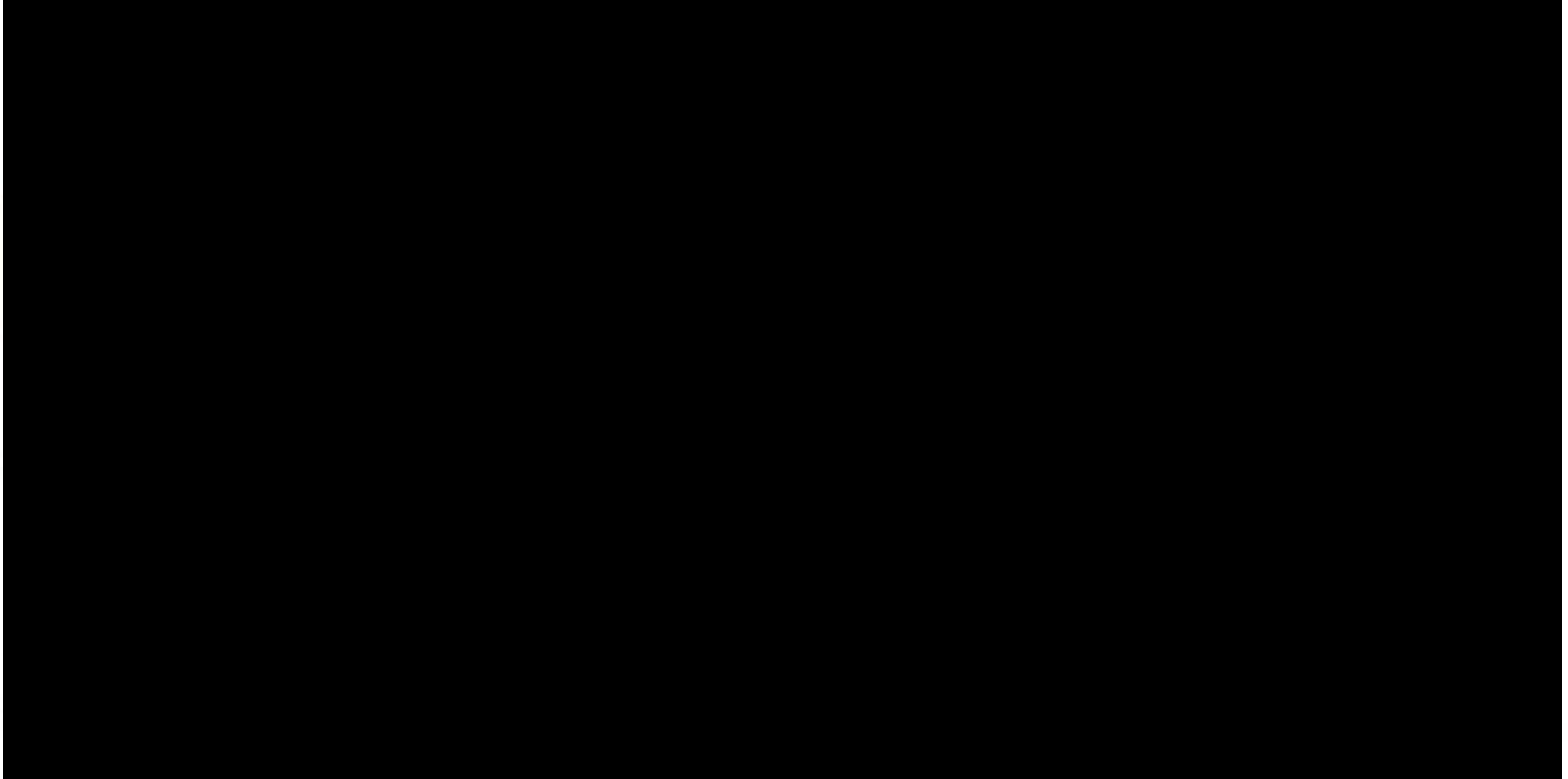
4.1.2 Service Credits shall not be deducted from the Core Charges and the Transactional Charges pursuant to Order Schedule 5 (Pricing Details).

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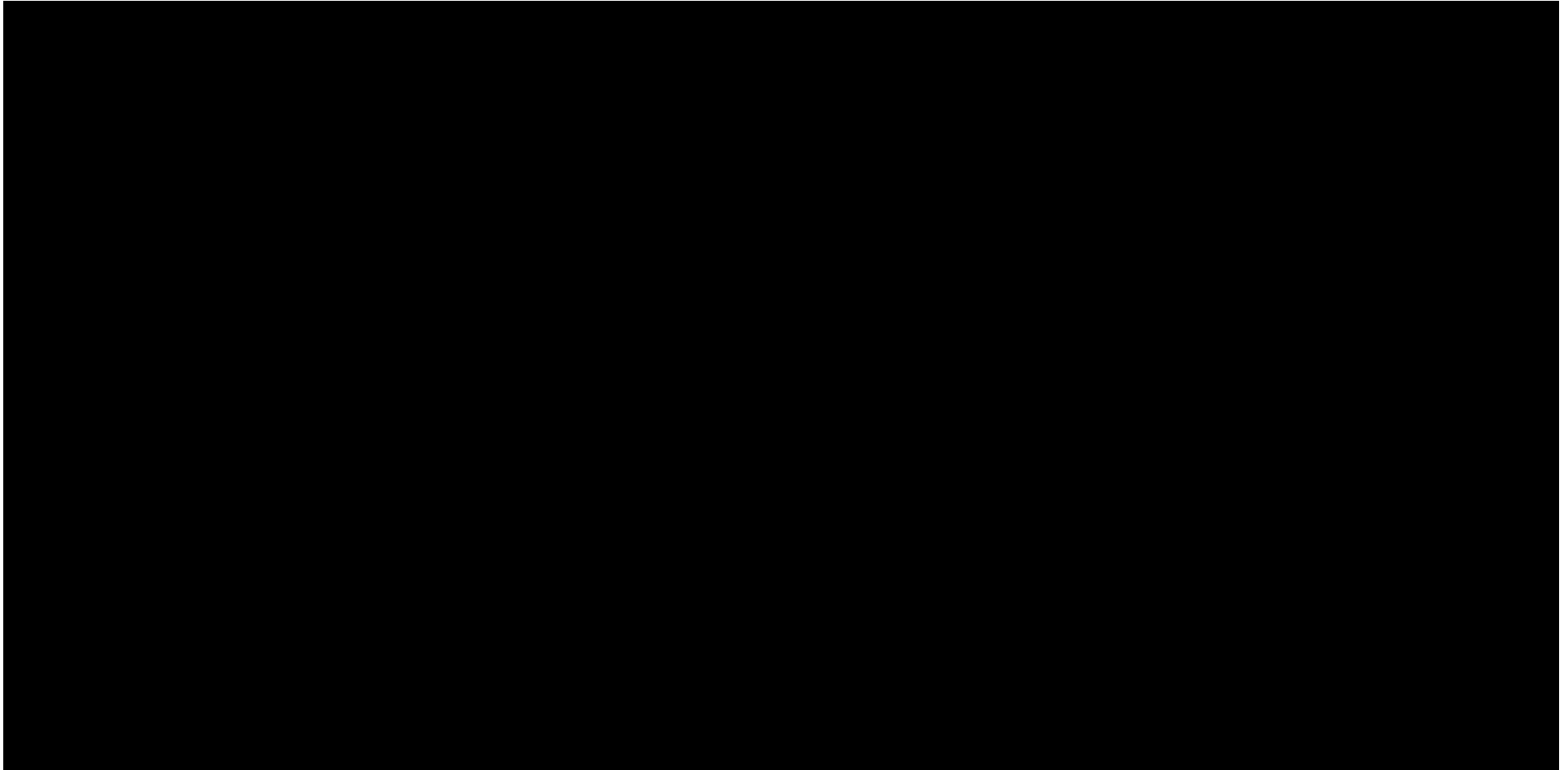


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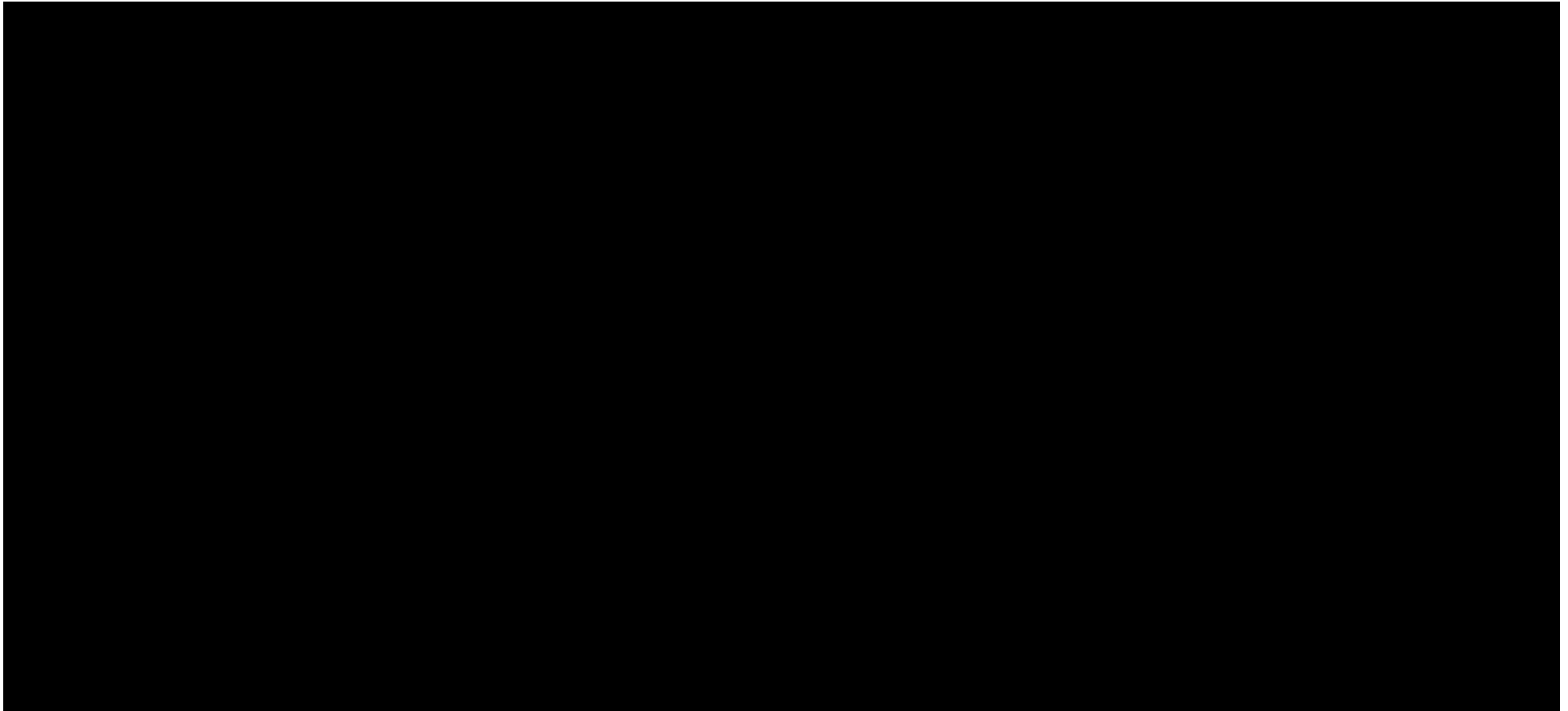


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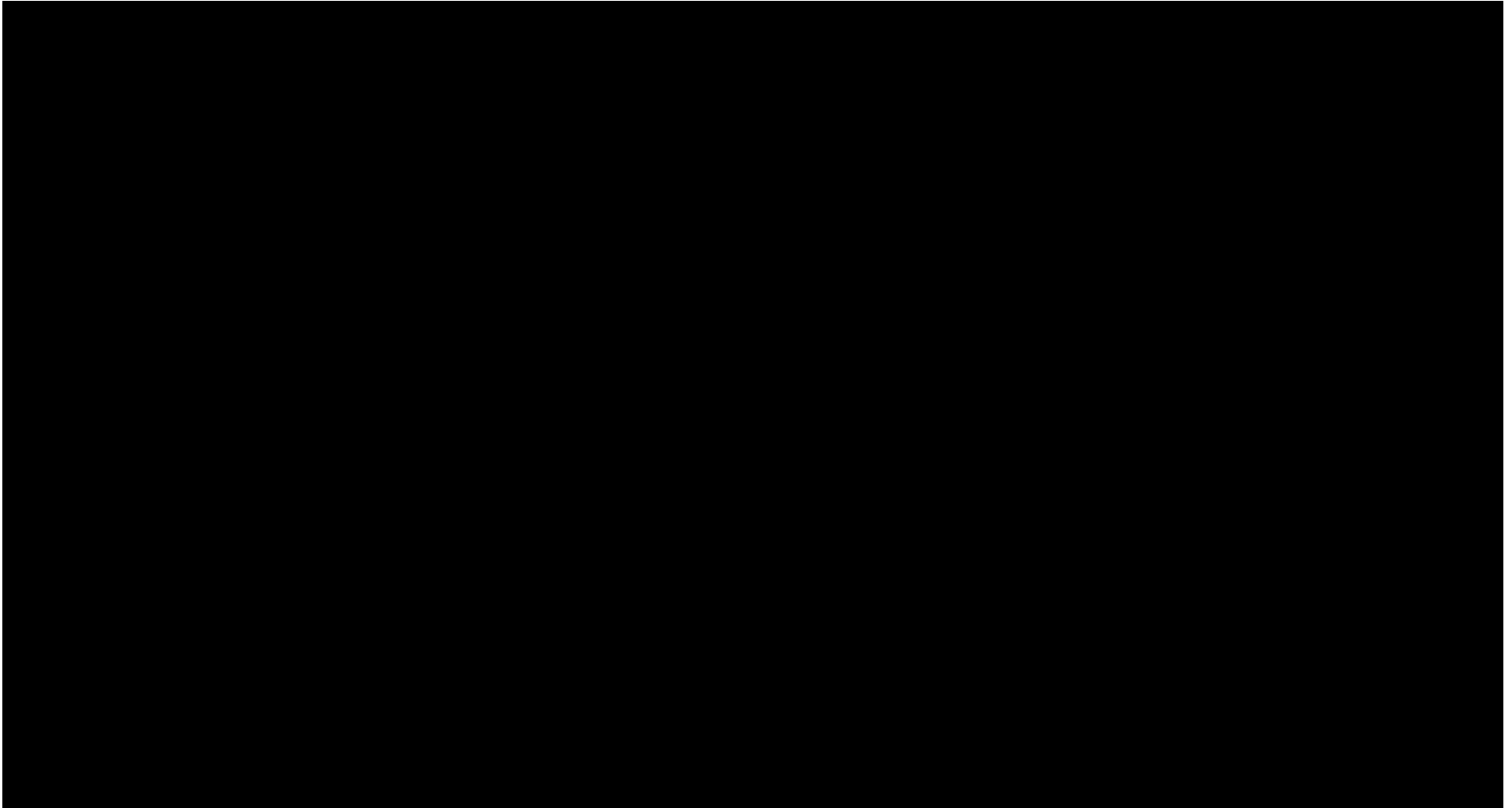


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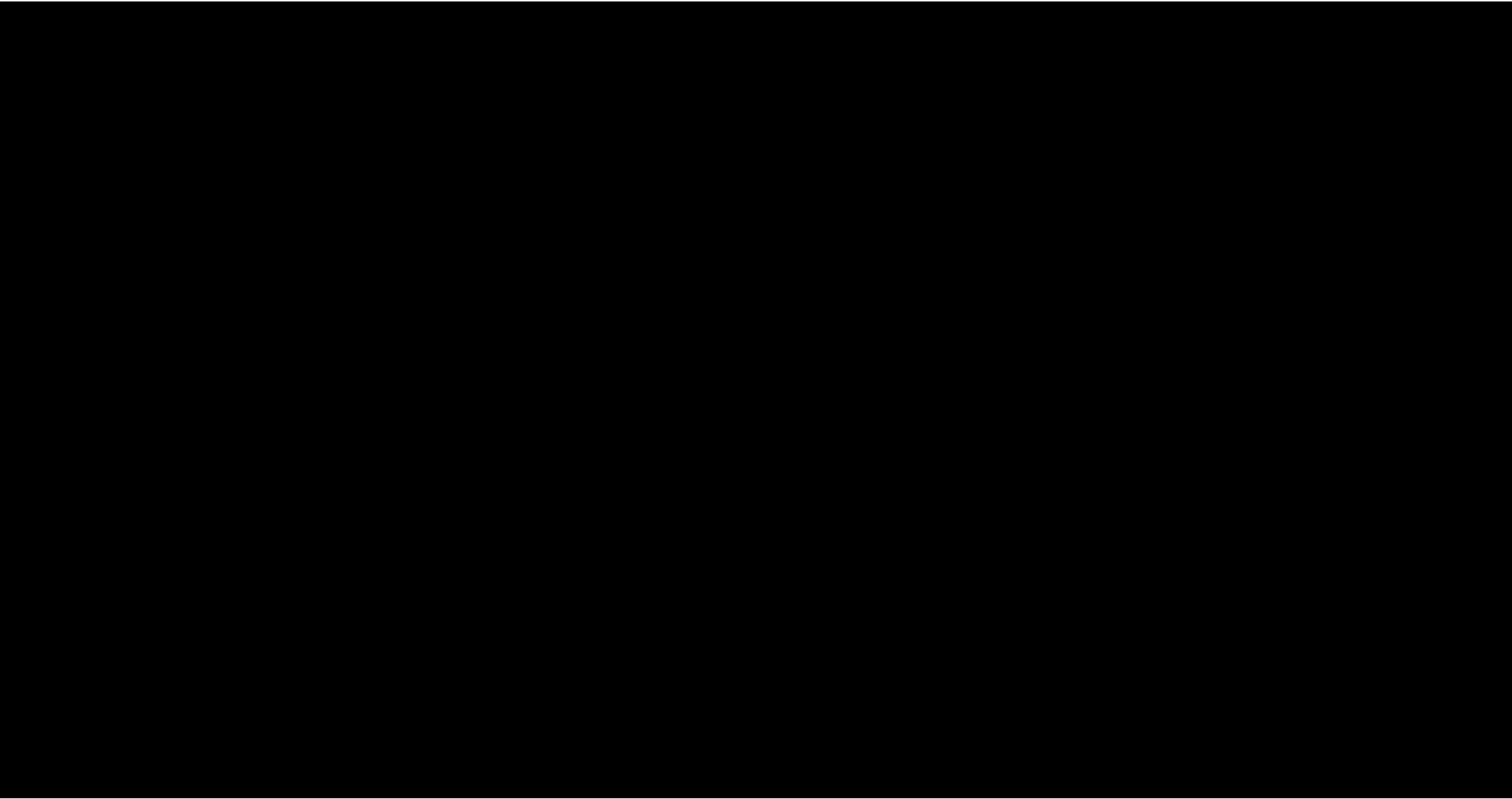


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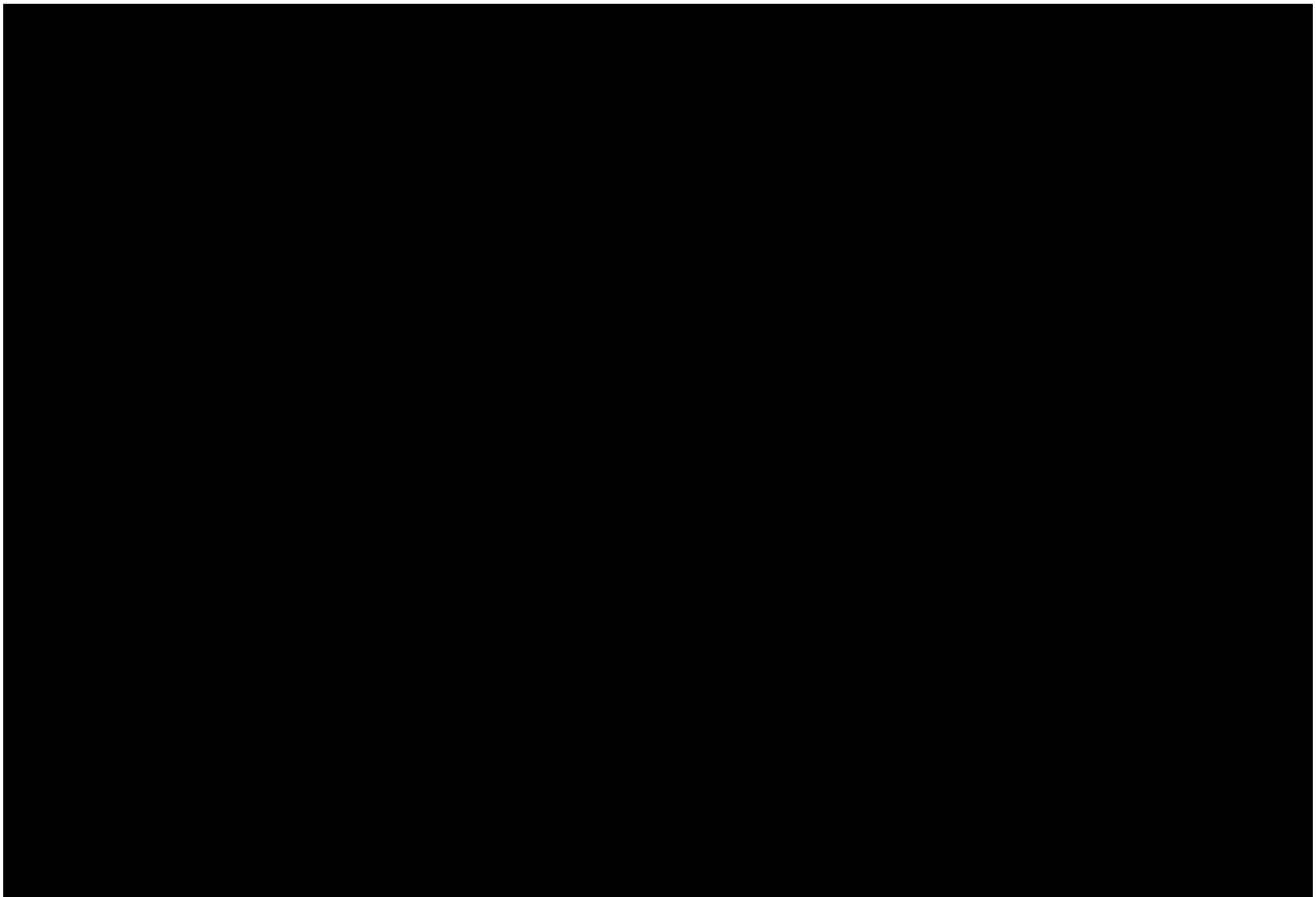


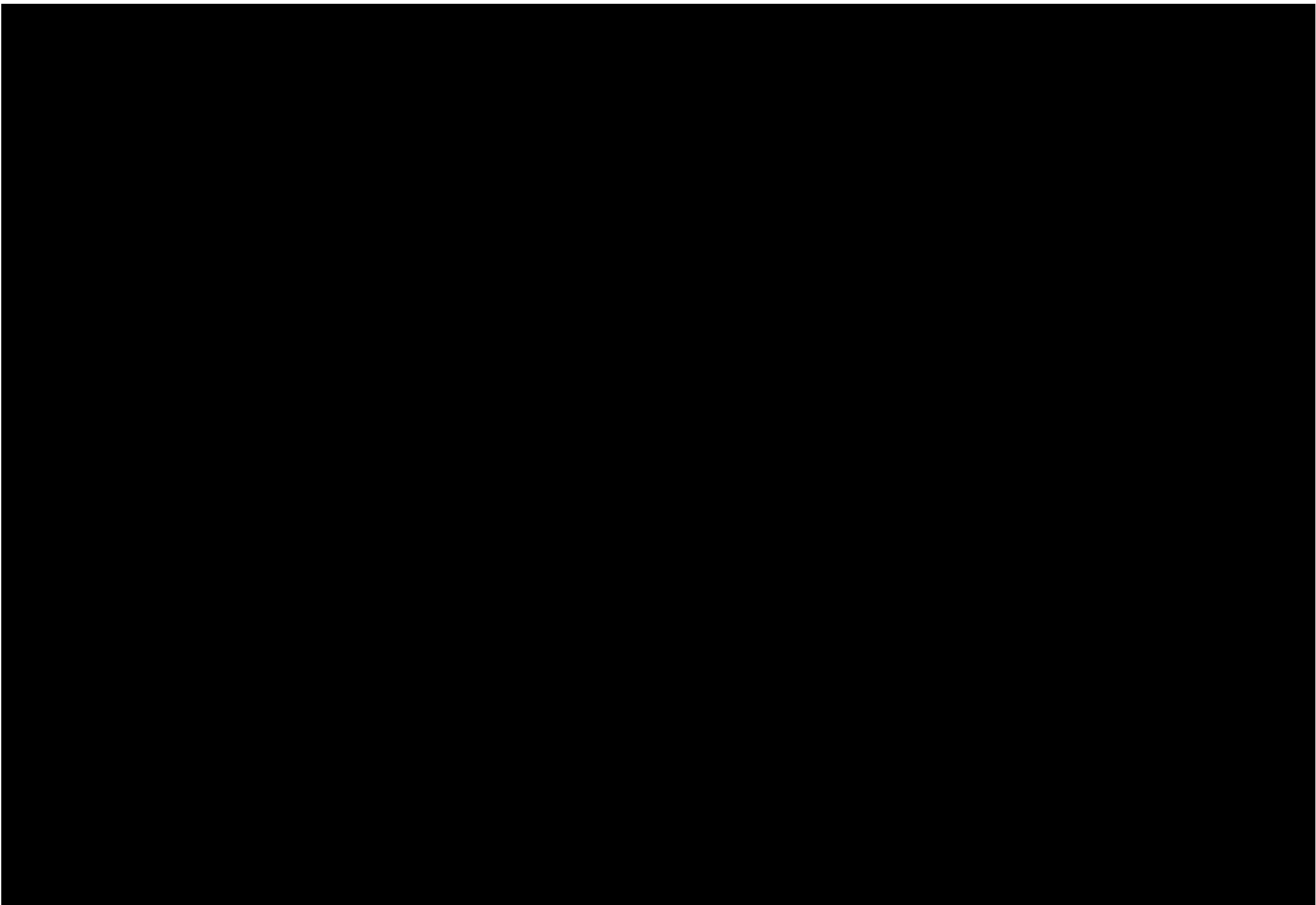
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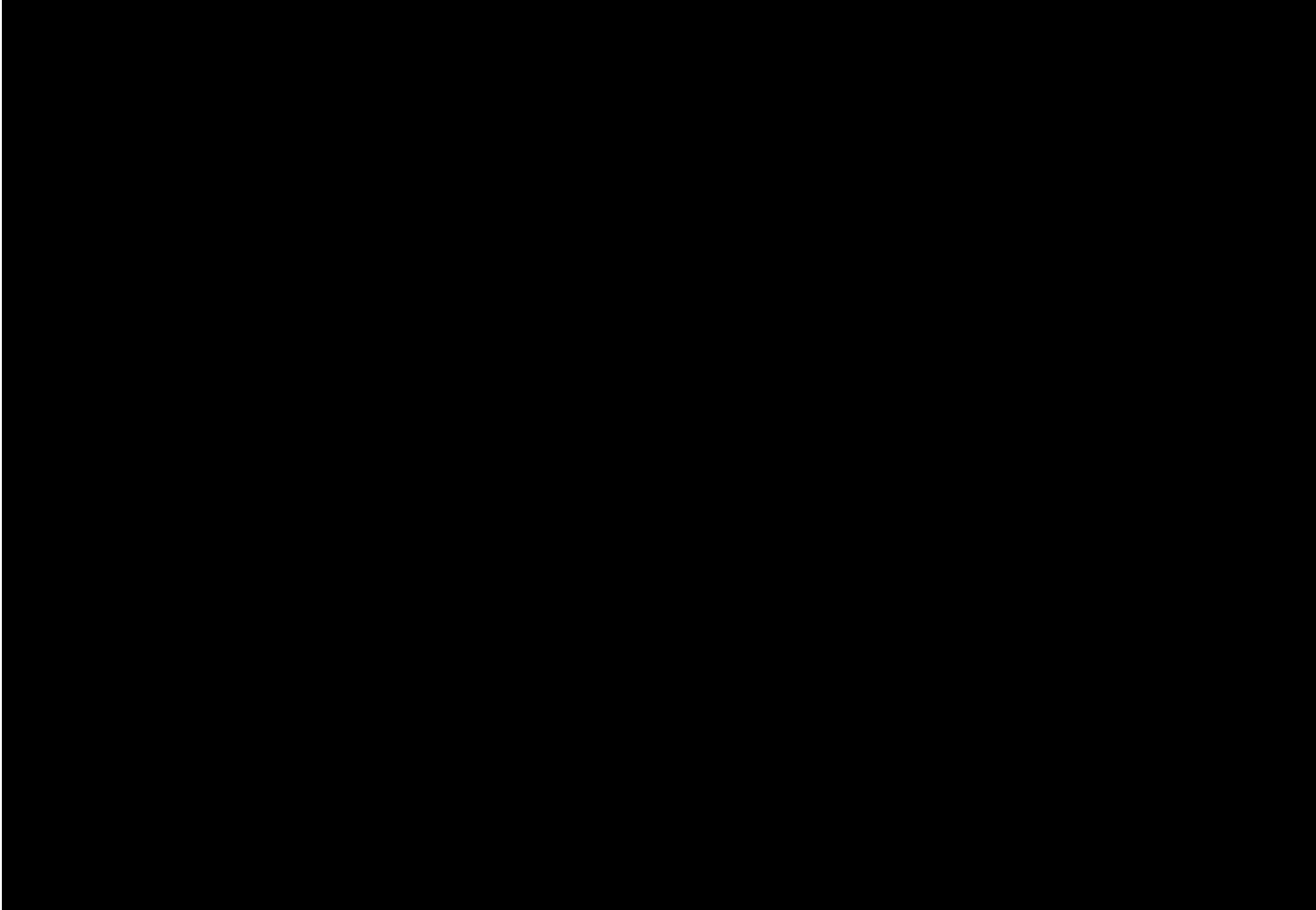
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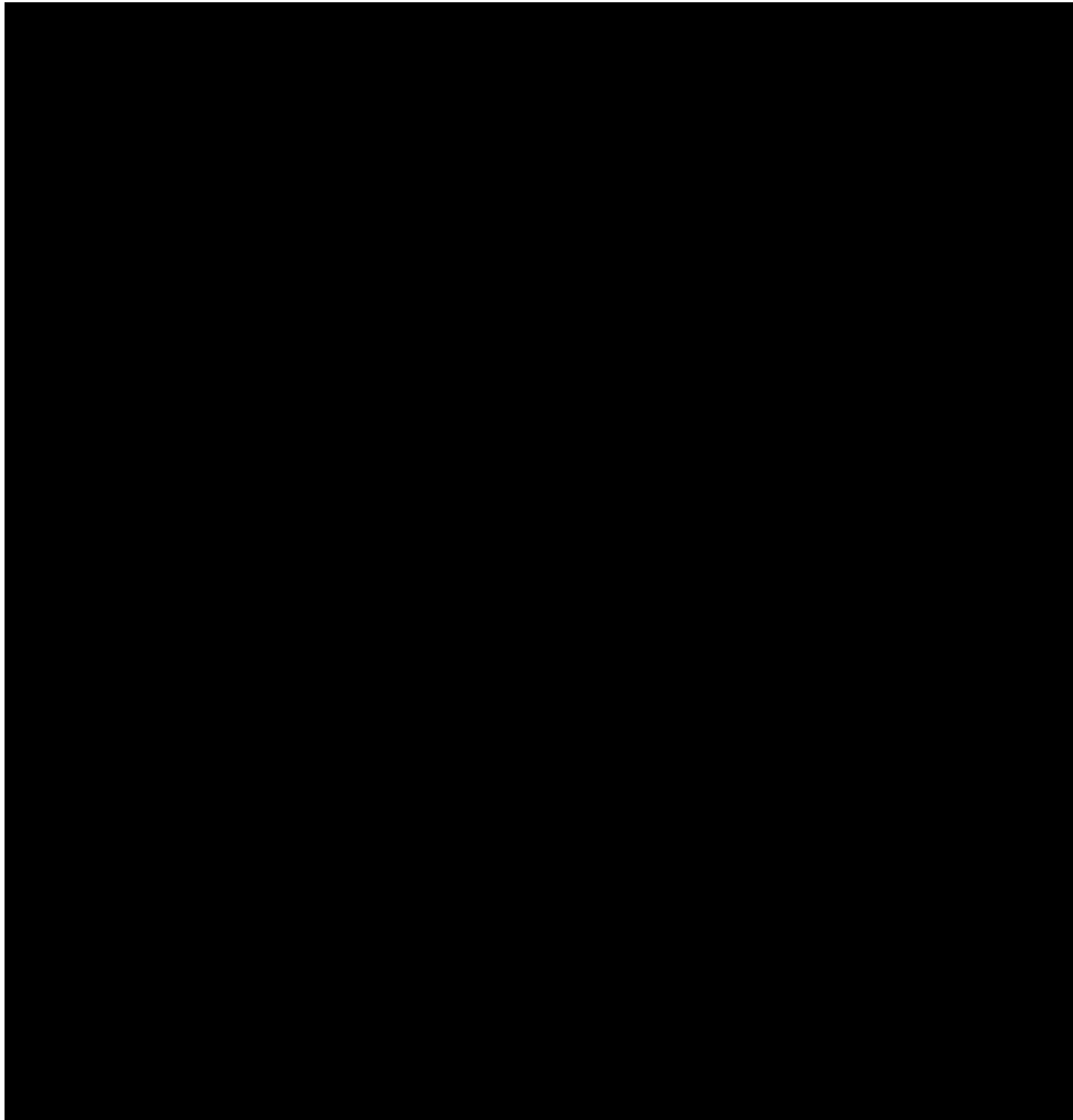
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Order Schedule 15 (Order Contract Management)

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Part B: Performance Monitoring**4. Performance Monitoring and Performance Review**

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

5. Satisfaction Surveys

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

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Order Schedule 15 (Order Contract Management)

Order Ref:

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Order Schedule 15 (Order Contract Management)

1. Definitions

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

"Board"

the:

- (a) Contract Review Board established in accordance with paragraph 1 Annex 1 to this Schedule;
- (b) Strategic Board established in accordance with paragraph 2 Annex 1 to this Schedule; and
- (c) Operational Board established in accordance with paragraph 3 Annex 1 to this Schedule;

"Project Manager"

the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. Project Management

- 2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

- 3.1 The Supplier's Contract Manager shall be:
 - 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;
 - 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 3.1.3 able to cancel any delegation and recommence the position himself; and
 - 3.1.4 replaced only after the Buyer has received notification of the proposed change.
- 3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

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4. Role of the Boards

- 4.1 Each Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex 1.
- 4.3 In the event that either Party wishes to replace any of its appointed Board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its Board members shall make all reasonable efforts to attend Board meetings at which that Board member's attendance is required. If any Board member is not able to attend a Board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the relevant Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the Board meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:
 - 5.2.1 the identification and management of risks;
 - 5.2.2 the identification and management of issues; and
 - 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

6. Annual Review

An annual review meeting shall be held throughout the term of the contract on dates to be agreed between the Buyer and the Seller (both acting reasonably).

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Annex: Contract Boards

1. The Contract Review Board

- 1.1 The Contract Review Board's role is to ensure that the project runs smoothly and that the partnership relationship is successfully executed.
- 1.2 The purpose of the board is to review how the contractual arrangements of the scheme are performing and whether any changes are needed to optimise performance and delivery, this will also monitor integration with other services as well as be the board that manages any Change Requests to the contract.
- 1.3 The board meets quarterly, however should the need arise, it is advisable that the board meet on an 'ad hoc' basis. All face-to-face meetings will be held at 1 Victoria St, London SW1H 0ET or alternatively via MS Teams.
- 1.4 A chairperson shall be appointed by the Buyer for the Contract Review Board. The chairperson shall be responsible for:
- scheduling Contract Review Board meetings;
 - setting the agenda for Contract Review Board meetings and circulating to all attendees in advance of such meeting;
 - chairing the Contract Review Board meetings;
 - monitoring the progress of any follow up tasks and activities agreed to be carried out following Contract Review Board meetings;
 - ensuring that minutes for Contract Review Board meetings are recorded and disseminated electronically to the appropriate persons and to all Contract Review Board meeting participants within seven (7) Working Days after the Contract Review Board meeting;
 - facilitating the process or procedure by which any decision agreed at any Contract Review Board meeting is given effect in the appropriate manner.

The primary objectives and functions of the Contract Review Board are as follows:

- strategically lead the project and provide guidance to ensure that long-term issues are properly considered and resolved
- ensure effective communication is taking place at all levels
- ensure that the objectives of the contract are met over the full term of the contract
- ensure that an ethos of working in partnership is developed and maintained
- ensure that the project is aligned with both parties' business or service plans
- consider and report on any changes in legislation
- agree on proposed efficiencies and changes
- set year-on-year improvement targets if appropriate

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- promote best value through the management of whole project life costing through innovation and service improvements.

2. Strategic Board

- 2.1 The Strategic Board is responsible for monitoring service delivery against service levels and key performance indicators, as well as ensuring that daily contractual matters are dealt with as efficiently as possible.
- 2.1 The purpose of the board is to review programme delivery, review KPIs, track expenditure, and provide a route of escalation for the resolution of issues.
- 2.3 The board meets once a month, however should the need arise, it is advisable that the board meet on an 'ad hoc' basis. All face-to-face meetings will be held at 1 Victoria St, London SW1H 0ET or alternatively via MS Teams.
- 2.4 A chairperson shall be appointed by the Buyer for the Strategic Board. The chairperson shall be responsible for:
- scheduling Strategic Board meetings
 - setting the agenda for Strategic Board meetings and circulating to all attendees in advance of such meeting
 - chairing the Strategic Board meetings
 - monitoring the progress of any follow up tasks and activities agreed to be carried out following Strategic Board meetings
 - ensuring that minutes for Strategic Board meetings are recorded and disseminated electronically to the appropriate persons and to all Strategic Board meeting participants within seven (7) Working Days after the Strategic Board meeting
 - facilitating the process or procedure by which any decision agreed at any Strategic Board meeting is given effect in the appropriate manner.
- 2.5 The primary objectives and functions of the Strategic Board are as follows.
- review, discuss and agree on issues arising from the monthly monitoring report
 - review the payment report and agree on payments due
 - review the past and future financial performance of the project
 - resolve issues with regard to production of information
 - take a forward view of the project
 - identify efficiencies and necessary changes
 - record/discuss issues affecting the contract, for example compensation events, delays and extensions of time
 - review areas of conflict
 - ensure the partnership board is briefed and actions taken

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- promote partnership working process.

3. Operational Board

- 3.1 The function of the Operational Board is to monitor and discuss performance, and manage contractual obligations as well as any changes driven by the contract or outside the contractual limits that would affect the project.
- 3.2 The purpose of the board is to manage service performance, resolve key issues and manage risks. This will also include managing integration with other services.
- 3.3 The board usually meets weekly. All face-to-face meetings will be held at 1 Victoria St, London SW1H 0ET or alternatively via MS Teams.
- 3.4 A chairperson shall be appointed by the Buyer for the Operational Board. The chairperson shall be responsible for:
- scheduling Operational Board meetings
 - setting the agenda for Operational Board meetings and circulating to all attendees in advance of such meeting
 - chairing the Operational Board meetings
 - monitoring the progress of any follow up tasks and activities agreed to be carried out following Operational Board meetings
 - ensuring that minutes for Operational Board meetings are recorded and disseminated electronically to the appropriate persons and to all Operational Board meeting participants within seven (7) Working Days after the Operational Board meeting
 - facilitating the process or procedure by which any decision agreed at any Operational Board meeting is given effect in the appropriate manner.
- 3.5 The main objectives and functions for the Operational Board are as follows:
- provide early identification of issues
 - produce or review monitoring reports and payment reports (where these are produced by the private partner)
 - review financial performance of the project and the parties
 - discuss and, whenever possible, resolve minor operational issues
 - ensure that all parties are clear as to the level of service required
 - promote partnership working
 - implement changes when necessary and report back on the same.

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Order Schedule 16 (Benchmarking)

Order Ref:

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Order Schedule 16 (Benchmarking)**1. DEFINITIONS**

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

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

2. When you should use this Schedule

2.1. The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.

2.2. This Schedule sets to ensure the Contracts represent value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.

2.3. Amounts payable under this Schedule shall not fall within the definition of a Cost.

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Order Schedule 16 (Benchmarking)

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3. Benchmarking**3.1. How benchmarking works**

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

3.2. Benchmarking Process

- 3.2.1. The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2. The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3. The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

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

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

- (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:
 - (i) market intelligence;
 - (ii) the benchmarker's own data and experience;
 - (iii) relevant published information; and
 - (iv) pursuant to Paragraph 3.2.7 below, information from other suppliers or purchasers on Comparable Rates;
- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
- (c) using the Equivalent Data, calculate the UpperQuartile;
- (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.

3.2.6. The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.

3.2.7. In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:

- (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
- (b) exchange rates;
- (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3. Benchmarking Report

3.3.1. For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule.

3.3.2. The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:

- (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
- (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
- (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated

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Order Schedule 16 (Benchmarking)

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whether or not the Benchmarked Deliverables are, individually or as a whole,
Good Value.

The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the direction of the Buyer in accordance with Clause 24 (Changing the contract).

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Order Schedule 18 (Background Checks)

Order Ref:

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Order Schedule 18 (Background Checks)

1. When you should use this Schedule

This Schedule should be used where Supplier Staff must be vetted before working on the Contract.

2. Definitions

“Relevant Conviction” means any conviction listed in Annex 1 to this Schedule.

3. Relevant Convictions

3.1 The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

3.2 Notwithstanding Paragraph 3.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and
- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

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Order Schedule 18 (Background Checks)

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Annex 1 – Relevant Convictions

Relevant Convictions

Means the following offences and any having equivalence in any other jurisdiction where applicable:

Fraud Offences:

- Fraud by false representation, fraud by failing to disclose information, fraud by abuse of position, Fraud Act 2006 (section 1);
- Conspiracy to defraud, Common law;
- False accounting, Theft Act 1968 (section 17); and
- Fraud by false representation, fraud by failing to disclose information, fraud by abuse of position, Fraud Act 2006 (section 1).

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Order Schedule 19 (NOT USED)

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Order Schedule 19 (NOT USED)

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Order Schedule 20 (Order Specification)

Order Ref:

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Order Schedule 20 (Order Specification)

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Order Schedule 20 (Order Specification)
Order Ref:
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Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier shall make to the Buyers under this Order Contract.

The definitions set out in this Order Schedule 20 (Order Specification) shall apply to and be deemed to be incorporated into the Order Contract.

Order Schedule 20 (Order Specification)
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Glossary

Term	Description
AD	Assisted Digital
API	Application Programming Interface
BEIS	Department for Business, Energy & Industrial Strategy
CCS	Crown Commercial Service
CH	Companies House
CRM	Client Relationship Management
DDoS	Distributed Denial of Service
DPS	Dynamic Purchasing System
GDPR	General Data Protection Regulation
GDS	Government Digital Service
HMT	Her Majesty's Treasury
HtG	Help to Grow: Digital
ITT	Invitation to Tender
ITIL	Information Technology Infrastructure Library
MI	Management Information
MTD	Making Tax Digital
MVP	Minimum Viable Product
NCSC	National Cyber Security Centre
PAYE	Pay as You Earn
RAID	Risks Assumptions Issues and Dependencies
ROI	Return on Investment
SLA	Service Level Agreement
SME	Small to Medium-size Enterprise
UAT	User Acceptance Testing
UK	United Kingdom
URL	Uniform Resource Locator
VAT	Value Added Tax
WIP	Work in Progress

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Definitions

Term	Description
Banking Interface	An interface that enables Vendors to submit their banking information including the details of the account which is to receive payment when they redeem the SME's Grant Tokens.
Banking Information Repository	A database that holds banking information received from the Vendor.
Banking Interface Link	A link on the HtG Website that a Vendor can click or tap to take them to the Supplier's Banking Interface.
Buyer	Department for Business, Energy & Industrial Strategy.
Buyer Built Functionality	Functionality built by the Buyer by 1 December 2021 that will not be retained by the Buyer after 31 January 2022 including the Buyer's SME Interface, Vendor Interface, Product List, Management Console and Digital Platform Database.
Buyer Built Functionality Option	The option for the Supplier to use the Buyer Built Functionality computer code to build the Supplier's SME Interface, Vendor Interface, Management Console and Digital Platform Database. If the Supplier exercises that option, the Supplier shall not pay the Buyer for the computer code but shall take full liability without any caveats as if the Supplier had built the functionality itself. The Buyer makes no representations whatsoever in this regard.
Buyer Retained Functionality	Functionality built by the Buyer by 1 December 2021 that will be retained by the Buyer after 31 January 2022 including the HtG website, SME Landing Page, Vendor Landing Page, Links to the grant administration service, Banking Interface, SME Interface, Vendor Interface, and Learning Offer.
Case Management System	Case Management System (CMS) built by the Supplier to manage all cases in relation to the Grant Administration Services including processing of applications including eligibility checks, complaints, appeals, reporting, quality management, technical and general query support.
Chatbot	Computer program designed to simulate conversation with human users.
Comparison Tool	See Product List.
Complaint	Expressions of dissatisfaction whether valid or not about the services provided as part of the HtG Scheme.

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Diagnostic Tool	<p>The Diagnostic Tool is Buyer Retained Functionality and therefore this definition is for information only. The Diagnostic tool is in design as of July 2021. It is envisaged it will be a tool which will take the form of a decision tree that enables SMEs to perform four potential tasks:</p> <ol style="list-style-type: none"> 1. assess benefits to the SME of technology adoption, 2. referring SME to technology product category, 3. recommendation category and simple functions (but not a named Vendor product) using fields that include (but not be limited to) goals, number of employees, key priorities to achieve goals, budget constraints, deployment preference and current operating system. 4. Identify actions for successful adoption including (but not limited to) digital strategy, skills, and training.
Digital Platform	The technology that enables Help to Grow to be delivered to SMEs and Vendors accessing the HtG Website supported by the Supplier Digital Service and using the functionality built by both the Buyer and the Supplier.
Digital Platform Database	A database that contains all the information gathered from the SME and Vendor applications, Companies House and other third-party data sources and required to support the Learning Offer.
Evaluation Partner	The organisation appointed by the Buyer to support the Buyer's monitoring and evaluation work.
Further Services	Those services which the Supplier shall make operational by 31 January 2022. The services are Digital Platform Database, Management Console, SME web page, SME Account and SME Interface (including the Product List) and the Vendor Account and Vendor Interfaces functionality. The Supplier shall also deliver email, telephony and webchat functionality. This also includes services stated in section 5 as Further Services.
Grant	The funding provided to SMEs from the Buyer as part of the HtG Scheme that is to fund 50% of the SME's costs of preapproved digital technology solutions up to a maximum of £5,000.
Grant Administration Service	A combination of marketing engagement and promotion, application and award, evaluation and counter fraud services that are available under the RM6172 Grants Administrative Services DPS.

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Grant Token	The mechanism whereby the grant funding awarded to the SME is applied to reimburse the Vendor supplying the digital technology to the SME.
HtG Scheme	See section 2 for definition
HtG Website	Help to Grow (HtG) Website built and operated by the Buyer.
Initial Services	Those services which the Supplier shall make operational by 1 December 2021. The services are Supplier Digital Service (excluding the SME web page for SME Interface, which will be provided by the Buyer between 1 st December 2021 to 31 st January 2022), the Banking Interface and Banking Information Repository and the Case Management System (CMS). This also includes services stated in section 5 as Initial Services.
ITIL	Information Technology Infrastructure Library (ITIL) is a framework designed to standardise the selection, planning, delivery, maintenance, and overall lifecycle of IT services within a business
Landing Page	The HtG website page that will be the starting point for the SMEs or Vendors accessing the relevant part of the HtG Scheme for them, which will include the service name, an introduction to the service and a list of ways to access the service.
Learning Offer	The Learning Offer will provide information to SMEs and assist SMEs to purchase the right software product for their needs. It will help SMEs implement and embed the chosen software product successfully and it will contain information supporting technology adoption, digital and product guides, and checklists. It will also include a Diagnostic Tool, a Product List, Comparison Tool and Return on Investment (ROI) Calculator.
Management Console	A Management Console with a range of functions to assist the Supplier with the review and management of SME and Vendor applications. The Supplier shall be able to see SME and Vendor application data, and Companies House data held in the Digital Platform Database using the Management Console.
Minimum Cyber Security Standard	The minimum set of cyber security standards that government expects departments to adhere to and exceed wherever possible. https://www.gov.uk/government/publications/the-minimum-cyber-security-standard
Order Start Date	The Order Start Date as set out in the Order Form.

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Order Expiry Date	The Order Expiry Date as set out in the Order Form.
Penetration Test	A simulated cyber-attack against a computer system to check for exploitable vulnerabilities. Also known as a pen test.
Personal Data	Information which are related to an identified or identifiable natural person.
Product List	<ol style="list-style-type: none"> 1 The Product List will include the list of information items of the software products available for SMEs to purchase as part of the HtG Scheme, that will be provided by Vendors as part of the Vendor onboarding process. 2 The Product List will include functionality that enables SMEs to filter on their chosen fields to produce a shortlist of products that potentially meet their needs. 3 The filter fields may include (but not be limited to): Vendor name (or brand), product type, price, customer ratings, features, and deployment. 4 The Comparison Tool will be included as a function which is part of the Product List that enables SMEs to choose several products from the Product List to easily compare products.
Return on Investment (ROI) Calculator	The ROI Calculator is Buyer Retained Functionality and therefore this definition is for information only. The ROI calculator will estimate the ROI for SMEs if they purchase a product. SMEs will enter their company information into the calculator which could then pull in data from other data sources to calculate an estimated ROI.
Security Classification Policy	<p>The Government Security Classification Policy describes how HM government classifies information assets to ensure they are appropriately protected. It applies to all information that government collects, stores, processes, generates, or shares to deliver services and conduct business.</p> <p>https://www.gov.uk/government/publications/government-security-classifications</p>
Security Policy Framework	<p>The Security Policy Framework describes the standards, best-practice guidelines and approaches that are required to protect UK government assets (people, information, and infrastructure).</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p>
Scheme Launch Date	The date the HtG Scheme is launched 1 December 2021.

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Special Category	Personal Data that needs more protection because it is deemed sensitive.
SMEs	Small and medium sized business between 5 and 249 employees. See section 3.8 for full SME eligibility criteria.
SME Account	A record in the Digital Platform Database, accessible only by the SME applicant using a username and password, that will allow the SME applicant to update, edit and maintain information relating to the SME's organisation and participation in the HtG Scheme.
SME Interface	An interface that enables SMEs to apply to be part of the HtG Scheme, choose a product and apply for and receive a Grant Token to purchase the product from the Vendor.
SME Interface Link	A link on the HtG Website that an SME can click or tap to take them to the Supplier's SME Interface.
Supplier	Supplier of services identified in the Order Form.
Supplier Digital Service	The Supplier digital service which will interact and be surfaced through the HtG Website. The Supplier digital service will be built and operated by the Supplier.
Supplier Technology	All technology within the scope of delivery by the Supplier as part of the Initial Services and Further Services.
Supplier's Website	The website that the Supplier shall create by 1 December 2021 with the functionality listed in Table 1 and further functionality as listed in Table 1 by 31 January 2022.
Vendor	Approved businesses where SMEs can purchase software as part of the HtG Scheme. See section 3.6 and 3.7 for full Vendor eligibility criteria.
Vendor Account	A record in the Digital Platform Database, accessible only by the Vendor applicant using a username and password, that will allow the Vendor applicant to update, edit and maintain information relating to the Vendor's organisation, products, and participation in the HtG Scheme.
Vendor Interface	An interface that enables Vendors to apply for their company and their products to be part of the HtG Scheme, register their organisations and products and redeem Grant Tokens and inform the Supplier to reimburse them.
Vendor Interface Link	A link on the HtG Website that a Vendor can click or tap to take them to the Supplier's Vendor Interface.

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1. Summary

1.1 Purpose of the Order Specification

This Order Specification forms part of the Contract documents and provides.

1.1.1 A summary of the overall HtG Scheme

1.1.2 What will be built by the Buyer and remain with the Buyer

1.1.3 What is required of the Supplier.

1.2 High level phase plan

The programme will be divided into two key delivery phases.

Phase 1 – Implementation: During this phase, the Supplier is required to design, build, test and implement the relevant services required for the Initial Services and the Further Services.

This phase will commence on the Order Start Date.

Please refer to section 3 for a summary breakdown of Initial Services the Supplier shall deliver by 1 December 2021 and Further Services required by 31 January 2022.

Phase 2 – Operation: During this phase, the Supplier shall manage the SME and Vendor demand whilst continuing to deliver a high-quality service to deliver maximum SME and Vendor uptake.

This phase will commence on the Actual Milestone Date for Milestone 1 when the delivery of the Initial Services shall commence and shall continue for a period of 3 years, The Order Expiry Date (unless the Order Option Extension Period is exercised).

1.3 High level HtG Scheme plan

The HtG Scheme is expected to evolve over its course and the Buyer expects to work with the Supplier throughout the HtG Scheme to review, agree and implement changes agreed by both parties.

The HtG Scheme plan is in draft (see illustration 1) and is for information only. The Buyer will provide the current version of the HtG Scheme plan post Order Start Date. The intention of this section is to inform the Supplier on the releases expected in phase 2 and changes the Buyer expects in terms of changes in functionality and communication and marketing activities.

A wave is the point in time at which major changes to the HtG Scheme will go live (e.g., new technologies in scope, value of grant, change in SME/Vendor eligibility criteria, SME buying journey). Any changes will follow the change control process to be agreed between the Buyer and Supplier (see section 6.5).

1.3.1 Continuous improvements to the Learning Offer and Vendor, SME, and Banking Interfaces (including SME and Vendor application processes) will

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take place throughout the phase 2. The objective of these changes will be to improve user experience – for example rolling out more interactive tools and resources. There will be communication campaigns around changes to the HtG Scheme, to sustain SME interest in and demand for the HtG Scheme (aligned with the Buyer and HMG strategic campaigns).

1.3.2 Further information on the Supplier's responsibilities in relation to marketing and communications is detailed in section 5.2.1.

1.3.3 The HtG Scheme will open and close for Vendor applications throughout phase 2 at times to be agreed with the Supplier post Order Start Date.

Illustration 1: Draft high level HtG Scheme plan

Help to Grow: Digital – Draft 3 year plan (Dec 21 – Nov 24)



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2. Background to the HtG Scheme

The Help to Grow: Digital (HtG) Scheme aims to address the United Kingdom's (UK's) longstanding productivity gap by supporting SMEs over three years through the provision of high-quality guidance and information around digital technology adoption and a financial incentive to purchase and implement digital technologies to raise productivity. The Chancellor personally commissioned the Programme and funding was announced at Budget 2021 on 3 March 2021.

The financial incentive will take the form of a grant that will cover up to half of the SME's costs of preapproved digital technology solutions up to a maximum of £5,000. The grant will be paid to the Vendor of the digital technology.

HtG intends to offer SMEs free, impartial guidance via an online Digital Platform to help them identify their digital technology needs, assess their options for purchasing the technology using the grant and implement new technologies in their operations.

The HtG Scheme will be available to UK businesses with between 5 and 249 employees that have been trading for more than 12 months and will initially provide financial discounts to SMEs for digital customer relationship management, accountancy and e-commerce products bought from Vendors of the software.

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3. Summary of requirements

This section outlines the overall service required to deliver the HtG Scheme. It explains the high-level business process and the scope of the Initial Services and the Further Services. It explains some of the third-party tools the Supplier shall be required to use.

3.1 Introduction to the overall service

The overall service will enable eligible SMEs to learn about digital technology and how it can be successfully adopted to help them improve the productivity of their businesses. SMEs will be able to compare a range of software products and then apply for and receive a Grant Token that will enable them to purchase that product at a discount from the Vendors own site.

The service will also enable eligible Vendors to join the HtG Scheme and onboard their products so that SMEs will have a selection of products to choose from. The service will be delivered through an online Digital Platform supported by a range of Grant Administration Services.

3.2 Overview of the end-to-end process

Illustration 2 provides a high-level overview of the end-to-end business process to deliver the HtG Scheme.

Illustration 2: High level business process



3.3 Summary of the services required

The technology and Grant Administration Services that are required to deliver the HtG Scheme that are to be provided by the Buyer and the Supplier are summarised below.

The explanation of who will deliver the below services is detailed in section 3.4.

The requirements for the Buyer and Supplier to deliver the Digital Platform and Grant Administration Services are provided in greater detail in sections 4 to 6 of the Order Specification.

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a) Technology	<p>A combination of technologies that support the participation of SMEs and Vendors in the HtG Scheme.</p> <ul style="list-style-type: none"> (i) A HtG Website that will have separate landing pages for SMEs and Vendors. (ii) Information to enable Vendors to learn about the HtG Scheme and to self-assess their eligibility. (iii) A Learning Offer that will enable SMEs to learn about digital technology, diagnose which type of software meets their needs, estimate the return on investment and how to successfully adopt technology into their business. The information will include documents and videos. (iv) A tool to enable SMEs to self-assess their eligibility and a form to apply for a Grant Token. (v) An SME Interface that enables SMEs to apply and register for the HtG Scheme, receive a Grant Token, and purchase digital technology at a discount. (vi) A Vendor Interface that enables Vendors to apply for the HtG Scheme, register their organisations and products, redeem Grant Tokens, and be reimbursed for them.
b) Grant Administration Services	<ul style="list-style-type: none"> (i) To provide general information about the HtG Scheme and technical support for both SMEs and Vendors. (ii) To deliver an Assisted Digital (AD) service to SMEs and Vendors who need support in using the digital platform. (iii) To deliver the review and validation of the SMEs, Vendors, and their products eligibility, referring to third-party data and systems where appropriate.

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	<ul style="list-style-type: none"> (iv) To communicate the outcomes of eligibility reviews to SMEs and Vendors, and support surveys and other communications on behalf of the Buyer. (v) To process appeals about eligibility and complaints from SMEs and Vendors. (vi) To facilitate the reimbursement of Grant Tokens to Vendors and cash management of the funding received from the Buyer. (vii) To provide the required management information, reporting and evaluation support for the Buyer.
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3.4 Responsibility for delivering the technology

The technology used to deliver the Digital Platform and support the Grant Administration Services will be delivered as follows.

3.4.1 Technology delivered by the Buyer

The Buyer will build the Buyer Built Functionality and Buyer Retained Functionality prior to the Order Contract for the Supplier being awarded and up to the Scheme Launch Date, as the time to the launch of the HtG Scheme on 1 December 2021 is limited.

The components which the Buyer will deliver is detailed as Buyer Built Functionality and Buyer Retained Functionality and are listed in Table 1 and summarised in Appendix 1 and is for information only for the Supplier.

The Buyer Built Functionality computer code will be made available to the Supplier, in a format that shall be agreed between the Buyer and the Supplier, if the activation of the Buyer Built Functionality option is confirmed in writing by the Supplier to the Buyer by 1 December 2021.

The Product List will be part of the Buyer Built Functionality that is required to be delivered by the Supplier to enable SMEs to choose products as part of the SME checks and onboarding functionality. The Product List and related functionality will continue to be used in the Learning Offer by the Buyer.

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3.4.2 Technology delivered by the Supplier

The Supplier shall deliver the technology functionality listed in Table 1 under the columns heading “Supplier” and described in section 4 from 1 December 2021 onwards and listed in Table 1.

By 1 December 2021, the Supplier shall deliver the Supplier Digital Service (excluding the SME web page for SME Interface), the Banking Interface and Banking Information Repository and the Case Management System (CMS).

By 31 January 2022, the Supplier shall deliver the Digital Platform Database, Management Console, SME web page, SME Account and SME Interface (including the Product List) and the Vendor Account and Vendor Interfaces functionality. The Supplier shall also deliver email, telephony and webchat functionality.

Table 1 summarises the functions and components that will be built by the Buyer and the Supplier by 1 December 2021 and 31 January 2022 as applicable and described in this section.

Table 1: List of Functions and Components and Delivery Requirements by Buyer or Supplier on 1 December 2021 and 31 January 2022

Function	Components	Buyer at 1 December 2021	Buyer on 31 January 2022	Supplier on 1 December 2021	Supplier on 31 January 2022
Buyer Retained Functionality					
HtG Website	HtG Website	Yes	Yes	N/A	N/A
	SME landing page	Yes	Yes	N/A	N/A
	Vendor landing page	Yes	Yes	N/A	N/A
	SME Interface Link	No	Yes	N/A	N/A
	Vendor Interface Link	No	Yes	N/A	N/A
Buyer Built Functionality					
Learning Offer	Guides to Digital	Yes	Yes	No	No
	Case Studies	Yes	Yes	No	No
	Checklists	Yes	Yes	No	No
	Product Guides	Yes	Yes	No	No
	Diagnostic Tool	Yes	Yes	No	No
	Product List (with filters)	Yes	Yes	No	Yes*
	Comparison Tool (function of the Product List)	Yes	Yes	No	Yes*
	ROI Calculator	No	Yes	No	No
SME Interface	SME Account	No	No	No	Yes
	SME Eligibility self-checker	No	No	No	Yes
	SME Checks and onboarding	Yes	No	No	Yes
	Creation of the Grant Token	Yes	No	No	Yes

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Function	Components	Buyer at 1 December 2021	Buyer on 31 January 2022	Supplier on 1 December 2021	Supplier on 31 January 2022
Vendor Interface	Banking Interface Link	Yes	Yes	N/A	N/A
	Vendor Account	Yes	No	No	Yes
	Vendor & Product Eligibility	No	No	No	Yes
	Checks and onboarding Redemption of the Grant Token	Yes	No	No	Yes
Digital Platform Database	Database	Yes	No	No	Yes
Management Console	Console	Yes	No	No	Yes
Other Functionality					
Banking Interface and - Information Repository	Banking Interface	No	No	Yes	Yes
	Banking Information Repository	No	No	Yes	Yes
CMS	Case Management System (CMS)	No	No	Yes	Yes
Email, Webchat and Telephony Software	Email	Yes	No	No	Yes
	Webchat	No	No	No	Yes
	Telephony software	No	No	No	Yes
Supplier Digital Service	Website	N/A	N/A	Yes	Yes
	SME web page for SME Interface	N/A	N/A	No	Yes
	Vendor web page for Banking and Vendor Interfaces	N/A	N/A	Yes	Yes

* See 3.4.1.

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Illustrations 3 and 4 provide indications of the required schema on 1 December 2021 and 31 January 2022.

Illustration 3: High Level Schema on 1 December 2021

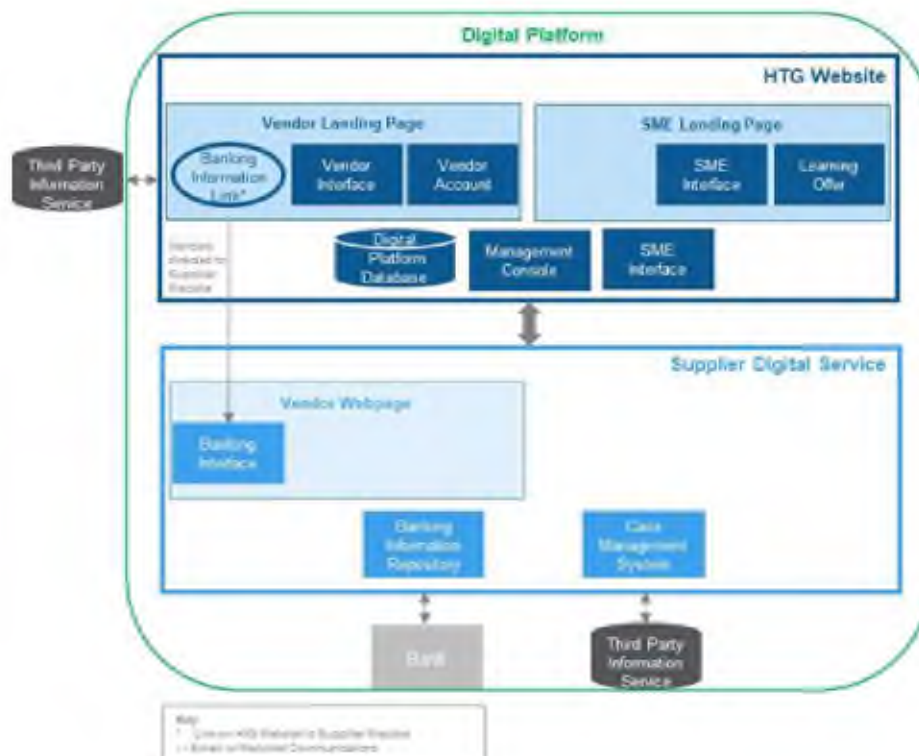
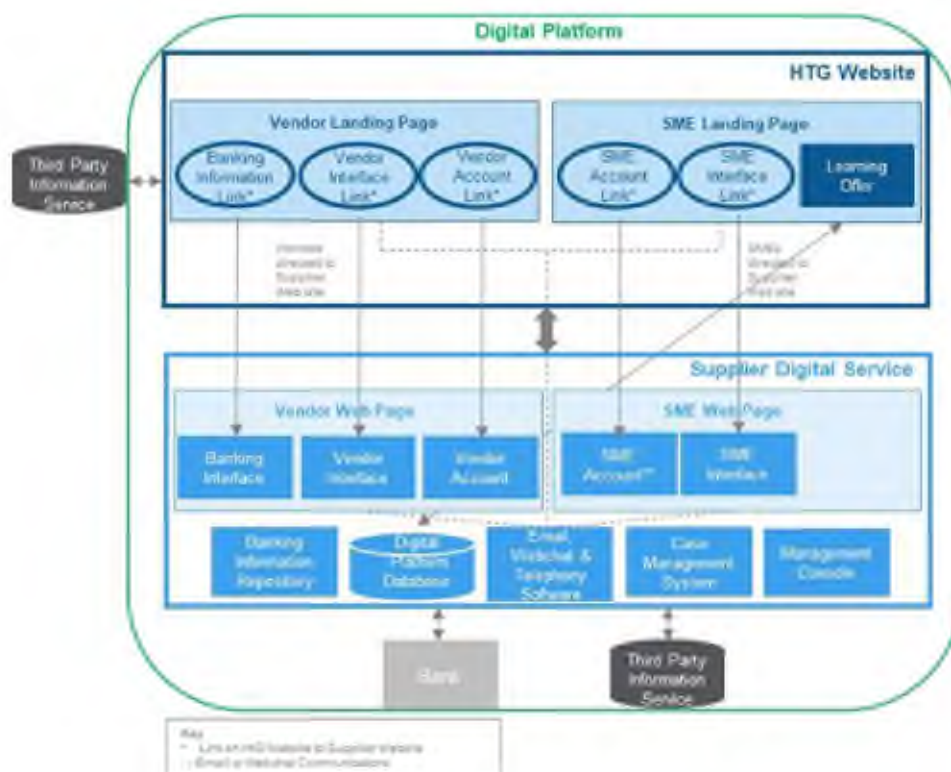


Illustration 4: High Level Schema on 31 January 2022



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3.5 Third-Party Information

There are several third-party tools and information sources that the Buyer and Supplier shall access to perform their roles with respect to the Digital Platform and Grant Administration Services.

The below lists the third-party tools which shall be in the solution design and a brief explanation of what they are. If the Supplier wishes to use other third-party data providers, then this must at least meet the standard of the below tools and must be agreed with the Buyer prior to Scheme Launch Date. The Supplier shall be responsible for procuring the necessary third-party tools to enable the eligibility and fraud checks detailed in the Order Specification.

3.5.1 Due diligence tool

The HtG Scheme will be required to process eligibility checks at scale and utilise a tool that will save time, improve decision making and reduce the risk of fraud. The precise tool and the functions it will need to perform shall be agreed with the Buyer prior to Scheme Launch Date. The functions of the due diligence tool shall include (but not limited to):

- 3.5.1.1 **Status of Vendor company** - The Supplier needs to make sure the company is active and not dissolved or liquidated.
- 3.5.1.2 **Overall fraud risk** - The Supplier shall conduct checks to define overall fraud risk and rank the company as low, medium, or high. The definition of low, medium, and high will be agreed with the Buyer prior to Scheme Launch Date. The Buyer would want to exclude those companies defined as high risk.
- 3.5.1.3 **Latest insolvency date** - The Supplier shall check to see if the company has ever been insolvent and if so, it should be excluded.
- 3.5.1.4 **Total count of disqualified directors still listed as directors** - the Supplier shall exclude any company which has disqualified directors still on the board.
- 3.5.1.5 **Number of directors with convictions** - the Buyer would want to consider whether a Vendor with a director with a conviction would be suitable for the HtG Scheme.

3.5.2 Companies House (CH)

CH is an executive agency that falls under the Buyer that incorporates and dissolves limited companies and limited partnerships, registers their information, and makes it available to the public. The HtG Website will include a function that will interact with the CH data via an API. The tool will provide the company name and company number and will gather data from CH. The information from the CH API will be extracted by the HtG Website and made available to the Supplier team using the Management Console in real time. The Supplier shall be able to access the CH web site as the information is publicly available.

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3.5.3 Making Tax Digital

Making Tax Digital (MTD) is a key part of the government's plans to make it easier for individuals and businesses to get their tax right and keep on top of their affairs. MTD is designed to make fundamental changes to the way the tax system works – transforming tax administration so that it is: more effective, more efficient, and easier for taxpayers to get their tax right. As part of MTD, HMRC provides a list of software that has been through HMRC's recognition process. It is important to note that HMRC does not endorse or recommend any one product or software provider. The list is used as part of the eligibility checks for Vendor's accountancy products and can be found on the MTD website.

Link: <https://www.tax.service.gov.uk/making-tax-digital-software>

3.5.4 Bank Account Validation

The Supplier shall use a bank account validation tool from a provider that will be subject to the approval of the Buyer prior to the Scheme Launch Date, to take the bank account information supplied by Vendors and apply algorithmic checks to determine whether a Vendor bank account number is valid and are individual to each bank or building society that issues account numbers as they change over time. The Supplier shall procure the provider of the bank account validation tool shall ensure that the tool is always up to date to accurately provide the information needed to check the account details provided by the Vendor are correct and that the account belongs to their company, to reduce the risk of fraud and error.

3.5.5 Mutuals Public Register

The Mutuals Public Register is a public record of mutual societies registered by the Financial Conduct Authority (FCA). It has information for societies currently registered, and those no longer registered. The types of mutual societies include;

- 3.5.5.1 Registered societies including;
 - 3.5.5.1.1 Co-operative societies; and
 - 3.5.5.1.2 Community benefit societies
- 3.5.5.2 Credit Unions
- 3.5.5.3 Building Societies
- 3.5.5.4 Friendly Societies.

For the purposes of this HtG Scheme, SMEs who are registered societies, the Supplier shall be required to validate the relevant SME's details provided where they cannot be validated by Companies House.

3.6 Vendor eligibility criteria

The Supplier shall check Vendor eligibility for the HtG Scheme using the information the Vendor has provided in the Vendor application form (see section 4.2.1). The Vendor eligibility criteria is;

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- 3.6.1 The Vendor company is a going concern, UK registered and existed for 12 months or more.
- 3.6.2 The Vendor company sells an eligible product type.
- 3.6.3 The Vendor company and directors have not previously acted fraudulently (within 3 years of application) or is disqualified.
- 3.6.4 If the product type is accountancy, the software must be Making Tax Digital compliant as approved by HMRC.

The eligibility criteria for Vendors are set by the Buyer and described in this document and may be varied by the Buyer on a periodic basis.

3.7 Vendor product eligibility criteria

The Supplier shall check Vendor product eligibility for the HtG Scheme using the information the Vendor has provided in the Vendor application form (see section 4.2.1).

The Vendor product checks shall include but not be limited to:

- 3.7.1 Checking the product meets the definition of eligible product category e.g., specific functions and performance that would be expected of accountancy software, as defined by a definition agreed with the Buyer.
- 3.7.2 Assessing information provided by the Vendor about its suitability for SMEs and represents a good quality product which will be a benchmark as defined by the Buyer e.g., SME customer base, retention rates, and the level of security afforded by the software, customer satisfaction ratings and assessment of the productivity improvement potential.
- 3.7.3 The Supplier shall use a range of methods to assess information provided which could include web searches on the Vendors website, research such as industry reports, demonstrations, and further assurance from the Vendors and in some cases will need to do a technical assessment, on a risk-based approach agreed with the Buyer
- 3.7.4 The pass/fail criteria will be provided by the Buyer, post Order Start date and is expected to be reviewed as part of each release.
- 3.7.5 The Buyer recognises that as the scheme evolves there may be an element of technical assessment required to assess the Vendor products and as such the Buyer retains the right to appoint a third party with the necessary technical skills.
- 3.7.6 The Supplier will be required to provide data to the third party at times to be agreed by the Buyer and Supplier to enable a third party to complete the technical assessment or as a result of an appeal or complaint in relation to the outcome of the technical assessment.
- 3.7.7 The Supplier will accept the decision of the third party based on the technical assessment and therefore will not be liable for the outcome of the technical assessment.

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3.8 SME eligibility criteria

- 3.8.1 The Supplier shall check SME eligibility for the HtG Scheme using the information the SME has provided in the SME application form (see section 4.2.2).
- 3.8.2 SME company is registered in UK.
 - 3.8.2.1 Definition: Limited Company, Community Interest Company or Social Enterprise with a trading or registered address held in the UK.
 - 3.8.2.2 Check: The Supplier shall validate the information provided against third-party data sources to validate the SME company meets the criteria. If using unverified public data, this will require a two-step process to cross reference with additional personal and/or company data. Manual quality checks will also be performed as part of the Quality Management and Counter Fraud services.
- 3.8.3 SME company has been trading for more than 12 months.
 - 3.8.3.1 Definition: Incorporation date 12 months or more prior to the application date.
 - 3.8.3.2 Check: The Supplier shall validate the information provided against third-party data sources to validate the SME company meets the criteria. If using unverified public data, this will require a two-step process to cross reference with additional personal data. Manual quality checks will also be performed as part of the Quality Management and Counter Fraud services.
- 3.8.4 Technology chosen is new to the SME.
 - 3.8.4.1 Definition: New software or a significant upgrade from ineffective software, not including any renewals.
 - 3.8.4.2 Check: This check will be a self-certification by the SME applicant. The Supplier shall check that the SME has confirmed the Technology chosen is new to them.
- 3.8.5 SME company has 5-249 employees.
 - 3.8.5.1 Definition: Full time equivalent permanent employees.
 - 3.8.5.2 Check: This check will be a self-certification by the SME applicant. The Supplier shall check that the SME has confirmed they have between 5 and 249 employees.
- 3.8.6 SME is eligible for a de minimis subsidy.
 - 3.8.6.1 Definition: Under the EU/UK Trade and Co-operation agreement and the Northern Ireland Protocol, companies are entitled to receive £300,000 over a three year period as a minimal amount of subsidy in GB and €200,000 as de minimis State aid in Northern Ireland (NI) (with lower limits of €20,000 and €30,000 for agriculture/shellfish businesses in NI). SME compliance with de minimis subsidy rules will need to be checked via the SME application process.

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3.8.6.2 Check: This check will be self-certified by the SME applicant.
The Supplier shall check that the SME has confirmed they are eligible
for a de minimis subsidy under the relevant legislation.

The eligibility criteria for SMEs are set by the Buyer and described in this document
and may be varied by the Buyer on a periodic basis.

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4. Technology requirements

This section outlines the technology the Buyer requires the Supplier to provide to enable SMEs to apply for and receive Grant Tokens and for Vendors to participate in the HtG Scheme and be reimbursed for accepting those Grant Tokens.

The dates by which the Supplier is required to deliver the relevant technology components described in this section are laid out in Table 1.

4.1 SME and Vendor service and administrative support

4.1.1 HtG Website links

- 4.1.1.1 The HtG Website and link functionality will be created and managed by the Buyer.
- 4.1.1.2 To enable the Vendor redemption process to be in place by 1 December 2021, the Buyer will provide the link to Banking Interface to the Supplier's Banking Interface and the Supplier shall support the operation of this link.
- 4.1.1.3 The Buyer will provide the SME Interface link to the Supplier's SME Interface and the Vendor Interface link to the Supplier's Vendor Interface and the Supplier shall support the operation of these links in accordance with the terms of the Implementation Plan.

4.1.2 Supplier Digital Service

- 4.1.2.1 The Supplier shall create a website by 1 December 2021 (the Supplier's Website) that will:
 - 4.1.2.1.1 Comply with the Buyer's branding requirements which shall be supplied and assessed by the Buyer after Order Start Date.
 - 4.1.2.1.2 Provide a web page for Vendors to use the Banking Interface.
 - 4.1.2.1.3 Host the Banking Information Repository and the Case Management System
 - 4.1.2.1.4 Provide a secure interface with the Supplier's HtG bank account and third-party information services.
- 4.1.2.2 By 31 January 2022, the Supplier's Website shall additionally:
 - 4.1.2.2.1 Provide a seamless journey for SMEs and Vendors from the HtG website to the Supplier's Website such that SMEs and Vendors will not realise they have left the HtG website.
 - 4.1.2.2.2 Host the SME Account.
 - 4.1.2.2.3 Provide a web page for SMEs to access the Supplier's SME Interface (including the SME Account) and an updated Vendor web page to enable Vendors to access the Supplier's Vendor Interface (including the Vendor Account)
 - 4.1.2.2.4 Deliver the Digital Platform Database and Management Console
 - 4.1.2.2.5 Provide a connection with the Learning Offer to enable the Buyer to share Vendor product information from the Digital Platform

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Database including any changes to that information input by Vendors using the Vendor Account and to share access tokens for the SME Account.

- 4.1.2.3 The Supplier's Website shall be accessible through all internet devices, for example, laptops, mobile phones, and tablets, covering operating systems such as Apple and Android, and shall be adjusted according to the device for easy navigation and shall be available to access 24 hours a day, seven days a week and 365 days a year (366 days in a leap year) 99.9% of the time, except for service maintenance windows which shall be agreed with the Buyer in advance.
- 4.1.2.4 The Supplier shall monitor access to ensure that the Supplier's Website form is accessible using any new browser technology that becomes available.
- 4.1.2.5 The Supplier's Digital Platform Database will receive SME and Vendor data from the HtG Website in a format to be agreed with the Buyer and Supplier at least daily.
- 4.1.2.6 Any applications that are developed and implemented by the Supplier must use a project management methodology that is to be agreed with the Buyer and allows flexible approach and iterative testing, learning and continuous improvements to build and run the digital service.
- 4.1.2.7 All Supplier services must meet the GDS Service Standards, GDS Technology Code of Practice, Gov.UK Accessibility Requirements as assessed by GDS prior to delivery of the services. Written content shall comply with the GOV.UK style guide.

Links;

<https://www.gov.uk/service-manual/service-standard>

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

<https://www.gov.uk/guidance/accessibility-requirements-for-public-sector-websites-and-apps>

- 4.1.2.8 The Supplier's Website must be load tested with anticipated business as usual levels of applications and have sufficient capacity to deal with surges before the HtG Scheme goes live. Load testing must also be carried out when any changes are made to the system. Assumed Volumes are summarised in Section 6.8 and surges are summarised in section 5.2.2.
- 4.1.2.9 The Supplier shall ensure that all sites registered for the purposes of email only return a '404 error' and not a blank page.
- 4.1.2.10 Penetration testing shall also be carried out to make sure the system is safe from hacks or any attempts to compromise the system, access the data, or take the system offline in a (Distributed Denial of Service (DDoS) attack. The IT system must also pass service assessment(s) before it goes live. Validation testing must also be completed during the contract's life span.
- 4.1.2.11 All public-facing online interfaces must:
- 4.1.2.11.1 Ensure SMEs and Vendors are clearly made aware of the Buyer's SME and Vendor terms and conditions, which will be provided by the Buyer.

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- 4.1.2.11.2 Ensure SMEs and Vendors are clear on all necessary information they need to provide as required by the HtG Scheme, where to find it, and when they need to provide it.
- 4.1.2.11.3 Contain content which is written clearly, in plain English and optimised for the web to help the SMEs and Vendors to find the information they need quickly and clearly. The link below provides guidance on how content must be written for GOV.UK.
 Link: <https://www.gov.uk/guidance/content-design/writing-for-gov-uk>
- 4.1.2.11.4 Include mandatory, validated fields to ensure SMEs do not progress without all the necessary information.
- 4.1.2.11.5 Include security for Vendors to provide their personal and bank details online safely that complies with GDS service manual and NCSC guidance.
 Links:
<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>
<https://www.gov.uk/service-manual/technology>
- 4.1.2.11.6 Comply with the Gov.UK Security Policy Framework, Government Security Classifications Policy, and Minimum Cyber Security Standard
 Links:
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework#the-security-policy-framework>
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf
- 4.1.2.11.7 Display a navigational view of the end-to-end SME journey, so that SMEs can see where they are in an activity or process and their proximity to its end.
- 4.1.2.11.8 Have an accessible Privacy Notice so there is no ambiguity about how their Personal Data will be processed, segmented, and used for monitoring and evaluation purposes.
- 4.1.2.11.9 Produce real time reporting information for the Buyer as defined in section Table 6 and Table 7
- 4.1.2.11.10 Conduct User Acceptance Testing (UAT) with a sample of SMEs to validate that software against the business requirements and determine whether it can be accepted by the Buyer or not and address any issues that arise prior to the launch of HtG.
- 4.1.2.11.11 Conduct UAT with a sample of Vendors to validate that software against the business requirements and determine whether it can be accepted by the Buyer or not and address any issues that arise prior to the launch of HtG Scheme. Further requirements in relation to testing is found in Order Schedule 13
- 4.1.2.11.12 Have the functionality to gather monitoring information including the demographic characteristics of applicants, geographic location, other SME, and Vendor information as required to meet the needs of the Buyer and their Evaluation Partner.

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4.1.3 Section not used

Section not used

4.1.4 SME and Vendor support

- 4.1.4.1 The Supplier shall deliver a Digital Platform Database to store the data received from the SME and Vendor applications, the Companies House (CH) Application Programming Interface (API) via the HtG Website.
- 4.1.4.2 The Supplier shall provide a Management Console to assist the Support service that will review cases that appear in a queue on a screen of the Management Console.
- 4.1.4.3 The Supplier shall be able to see previously processed SME and Vendor applications, CH, and Buyer's Due Diligence Tool data held in the Digital Platform Database using the Management Console.
- 4.1.4.4 The Supplier shall deliver CMS to manage all queries in relation to the Grant Administration Services including processing of applications, eligibility checks, complaints, appeals, technical and general query. The CMS will also provide real time management and performance information for the Buyer.
- 4.1.4.5 The Supplier shall provide an email system for the Grant Administration Services to send emails to and receive emails from SMEs and Vendors. The Supplier shall create a generic email address to send and receive email correspondence with SMEs, Vendors, and the Buyer. The emails and email system will comply with GDS Standards.
- Link: <https://www.gov.uk/service-manual/technology/how-to-email-your-users>
- 4.1.4.6 The Supplier shall provide technology to support the delivery of Assisted Digital for SMEs and Vendors which is compliant with GDS guidance and shall take the form of a telephony service and webchat available during the times specified in section 5.2.2.
- Link: <https://www.gov.uk/service-manual/helping-people-to-use-your-service/designing-assisted-digital>
- 4.1.4.7 The Supplier shall provide a webchat that complies with GDS service Standards from a provider that will be agreed with the Buyer. The webchat will be accessed using a link which will be put in place by the Buyer on the HtG Website and by the Supplier on the Supplier's Website and available during the times specified in section 5.2.2.
- Link <https://www.gov.uk/guidance/using-Chatbots-and-webchat-tools>
- 4.1.4.8 The Supplier shall deliver telephony software including (but not limited to) identification and verification, communication, and call management tools (to be agreed with the Buyer) to support the Support service telephony function. The Support service telephone number will be displayed on the HtG Website by the Buyer and on the Supplier's Website by the Supplier and available during the times specified in section 5.2.2.

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4.1.5 Complaints and appeals handling

- 4.1.5.1 The Buyer's Website and Supplier Digital Service shall both include information to enable SMEs or Vendors to appeal against decisions made or to complain about the services provided under the HtG Scheme.
- 4.1.5.2 The Buyer's Website and Supplier Digital Service shall provide functionality to enable SMEs to raise a complaint or appeal through a form designed by the Buyer.
- 4.1.5.3 The Supplier shall record all information relating to appeals and complaints in CMS.

4.2 Grant and programme assessment and / or award

4.2.1 Vendor onboarding

- 4.2.1.1 The Supplier shall deliver the Vendor Interface functionality on the Supplier's Vendor web page.
- 4.2.1.2 The Supplier shall ingest the data captured by the Buyer as part of the manual Vendor onboarding process which the Buyer will be responsible for up to 31 January 2022 when the Supplier will operate this service.
- 4.2.1.3 To participate in the HtG Scheme, both the Vendor organisation and Vendor products must be determined to be eligible by the Supplier based on the criteria provided by the Buyer as defined in section 3.6 and 3.7.
- 4.2.1.4 The Supplier shall deliver within the Vendor Interface an eligibility self-check and step-by-step application form, which will enable Vendors to complete and submit applications for the HtG Scheme and upload any related documentation e.g., PDF. The functionality of the application form may be varied by agreement of the Supplier and the Buyer to including additional features including (but not restricted to) multiple applicants.
- 4.2.1.5 The Supplier shall ensure that the information requested in the Vendor application form shall include (but not be limited to) the information contained in Table 2 below, the Supplier may wish to automate some fields being populated using Companies House data.

Table 2: Vendor information

Item
Company Name
Registered Office address
Company Number at Companies House
Incorporation Date
Company Status
Name of person applying

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Role of person applying in company
Primary contact for help to Grow Digital (Y/N)
Do you have authority to apply for Help to Grow Digital from a Director in your Company?
Telephone number of persons applying
Company email address of person applying
Software selling route
Evidence of UK GDPR compliance
Evidence of compliance with UK accessibility requirements
Company website address

- 4.2.1.6 The Supplier shall include a mechanism in the Vendor application form functionality for the Vendor to agree to the Buyer's Vendor Terms and Conditions and privacy notice which shall be included in the application form functionality. The Supplier shall provide technology to support the use of an e-signature. The Supplier shall check that the Terms and Conditions have been signed.
- 4.2.1.7 The information included on the Buyer's Vendor Terms and Conditions will cover (but not be limited to) a clawback agreement, fraud clause and privacy notice and will be provided by the Buyer following Order Start Date.
- 4.2.1.8 The Supplier shall ensure the Vendor application form has the functionality to be saved mid-completion and returned to complete at a later stage.
- 4.2.1.9 The Supplier shall ensure that the Vendor application form cannot be submitted without all mandatory fields being completed. The mandatory field list will be provided by the Buyer following Order Start Date.
- 4.2.1.10 The Vendor application data shall be sent from the Management Console in the format and frequency agreed by both the Buyer and Supplier which will at least be daily.
- 4.2.1.11 The Supplier shall automate Vendor eligibility checks using tools linked to the HtG Website including a CH API and contracted with the Supplier with the agreement of the Buyer against the Vendor data in the Vendor application form to check. By agreement between the Supplier and the Buyer, the Supplier may use alternative tools that perform at least the same functions as CH or a due diligence tool as described in section 3.5.
- 4.2.1.12 The Supplier shall deliver automated checks in a way which enables the checks to be changed dynamically so that the criteria thresholds used to

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assess Vendors can be adjusted without the need to change the Supplier's software.

4.2.1.13 When eligibility checks have been completed the Vendor shall be informed of the outcome.

4.2.1.14 Where the Vendor application has been unsuccessful, the eligibility decision shall be communicated automatically from the Supplier's Website to the Vendor and by email to the Vendor, the notification shall include how to appeal if Vendor is not satisfied with decision.

4.2.1.15 The Supplier shall ensure that as part of the Vendor application process, the Vendor shall be able to submit their product application. The Vendor needs to have the ability to submit multiple products in each product category, this number will be communicated to the Supplier and is subject to change and their corresponding information.

4.2.1.16 The Supplier shall deliver a Vendor product application that will include (but not be limited to) the information contained in Table 3 below.

Table 3: Vendor product information

Product Information Items	Check to be carried out
What is the Product Type?	Product is in line with eligibility
Making Tax Digital compliance (if the Product Type is Accountancy)	Check against HMRC listings
Product Name	Reference point
Product Version	Reference point
Purchase Routes available	Product is in line with eligibility
Product Website	Product exists and can be purchased as stated
Platforms supported	Product is in line with eligibility
Pricing structure Current Price Minimum price sold in the last 12 months. Maximum price sold in the last 12 months. Average price sold in the last 12 months	Reference point
Free trial and discount periods	Reference point

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Product Information Items	Check to be carried out
Product Description	Reference point
Assessment of product against core capabilities	Assess against eligibility criteria
Assessment of product suitable for SMEs	Assess against eligibility criteria
Assessment of target	Assess against eligibility criteria
Licence terms, subscription periods or one-off sales	Reference point
Customer Rating from public rating sites	Assess against eligibility criteria
No. of UK SME customers who have bought the product in the last 12 months (post free trial periods)	Assess against eligibility criteria
UK SME Retention rate for the product in the last 12 months	Assess against eligibility criteria
Average productivity uplift from product (please attach evidence to support this number)	Assess against eligibility criteria
Evidence of compliance with UK accessibility requirements	Assess against eligibility criteria
Evidence of NSCS Cyber Security compliance	Assess against eligibility criteria
UK SME customer base per product	Assess against eligibility criteria

4.2.2 SME application and purchase

- 4.2.2.1 The SME Interface shall provide the SME Account, the SME Eligibility Self-Checker, SME checks and onboarding and creation of the Grant Token functionality.
- 4.2.2.2 The Supplier shall provide an Eligibility Self-Checker to enable SMEs to determine whether they are eligible for the HtG Scheme using a design that will be agreed between the Buyer and the Supplier.
- 4.2.2.3 The Supplier shall build an SME Account function within the SME Interface. The SME Account will only be accessible by the SME using a username (an email address) and password. The SME Account shall allow the SME to update, edit and maintain their information. The Supplier shall enable the Buyer's Learning Offer to share the SME account access token to track

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SME Account holder's interactions with the Learning Offer and customise their user journeys.

- 4.2.2.4 The Supplier shall create a digital SME application form for SMEs to complete and submit their applications for the HtG Scheme.
- 4.2.2.5 The information to be requested on the SME application form will include (but not limited to) the information in Table 4. Additional or different information may be requested as part of the SME application form in the future.

Table 4: SME information

SME Information Item
Company name
Company registered address
Companies House number
Incorporation Date
Name of person applying
Role of person applying in company
Telephone number of persons applying
Email address of person applying
Postal address of person applying (if different to company address)
Number of employees
Annual turnover
Industry/sector type
Compliant with de minimis subsidy rules

- 4.2.2.6 The SME application form shall include a mechanism for the SME to agree to the Buyer's SME Terms and Conditions which shall be included in the application form functionality. The Supplier shall provide technology to support the use of an e-signature. The Supplier shall check that the Terms and Conditions have been signed.
- 4.2.2.7 The information in the Buyer's SME Terms and Conditions will include (but not limited to) fraud clause, how their information and data will be used and will be provided by the Buyer following Order Start Date.
- 4.2.2.8 The SME application form shall have the functionality to be saved mid-completion and returned to complete at a later stage.
- 4.2.2.9 The SME application cannot be submitted without all mandatory fields completed. The mandatory field list will be provided by the Buyer following Order Start Date.

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- 4.2.2.10 The SME application data will be stored in the Digital Platform Database when the SME applicant submits it and shared with the Management Console.
- 4.2.2.11 The SME application data shall be sent to from the HtG Website to the Supplier, in the format and frequency agreed by both Buyer and Supplier when the SME applicant submits whilst the SME application form functionality is provided by the Buyer.
- 4.2.2.12 The Supplier shall perform SME eligibility checks automatically and in real time against the SME data in SME application form to check that the SME meets the criteria of the HtG Scheme to ensure there are no time delays to setting the SME up on the HtG Scheme. The checks should also include a check to ensure that the SME is not duplicating a previous successful application and applying for the HtG Scheme twice in the first phase or for the same product over the life of the HtG Scheme. The SME eligibility criteria are described in section 3.8.
- 4.2.2.13 By agreement between the Supplier and the Buyer, specific eligibility checks may be processed manually by the Supplier.
- 4.2.2.14 The Supplier's SME Interface will facilitate a process to enable the SME to select the software product using the Supplier's Product List and Comparison Tool, update the SME record, and create a URL (Grant Token) that will be shared online and by email with the SME to enable them to purchase the software of their choice from the Vendor's website either by an instant purchase or a deferred purchase.
- 4.2.2.15 The Supplier shall deliver functionality to enable SME will be able to choose the product they want from the Product List or using the Comparison Tool.
- 4.2.2.16 Once the SME's eligibility has automatically been confirmed as successful. The SME can choose a product at this stage, but they can only purchase it from the Vendor website after receiving the Grant Token.
- 4.2.2.17 The Grant Token information shall also be retained by the Supplier to enable reconciliation at Vendor redemption stage. Illustrations as to how the Grant Token could operate are provided in Appendix 2.
- 4.2.2.18 The transaction of the software purchase will be made on the Vendor website.
- 4.2.2.19 The purchase will initially be for one product with applied discount of 50% of the product value, up to the value of £5,000.
- 4.2.2.20 The HtG Scheme may be varied in the future at the discretion of the Buyer. For example, to access different technologies, advice and extend the process and platform capability to enable the SME to be able to make multiple product type purchases up to the £5,000 cap.
- 4.2.2.21 The SME and Vendor details, the product code, and the maximum amount of discount available on the Grant Token will be sent to the Supplier to manage the HtG Scheme and to add to the SME account.

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- 4.2.2.22 The Supplier shall contact the SME applicant by email following the redemption of the Grant Token to see if SME applicant needs additional support.

4.3 Payment processing

4.3.1 Vendor redemption

- 4.3.1.1 The Supplier's Vendor Interface will enable Vendors to automatically upload the Grant Token and proof of the SME's purchase including an invoice and proof of payment by the SME, which will be loaded into the Case Management System for review by the Supplier.
- 4.3.1.2 The Supplier is required to validate the Vendor redemption data and the Grant Token data against the information held in the Digital Platform Database and Management Console. The validation process is described in section 5.1.1.

4.3.2 Cash management

- 4.3.2.1 The Supplier shall create a Banking Interface by 1 December 2021 to enable Vendors to submit their banking information and a Banking Information Repository to store the Vendor's banking information compliantly and legally as the Buyer is not authorised to hold banking information, and will include (but not be limited to):
- 4.3.2.1.1 Company bank sort code
 - 4.3.2.1.2 Company bank account number
 - 4.3.2.1.3 Company name on bank account
 - 4.3.2.1.4 Bank name.
- 4.3.2.2 The Supplier shall verify all banking information supplied by the Vendor prior to any payments to Vendors using a Bank Account Verification Tool that shall be approved by the Buyer.
- 4.3.2.3 The Vendor banking information requirement is set by the Buyer and described in this document and may be varied by the Buyer on a periodic basis.
- 4.3.2.4 The Supplier shall use this banking information to reimburse Vendors for digital technology purchases by SMEs for 50% of the cost up to £5,000 in total (see section 5.1.1).

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5. Grant Administration Services

This section outlines the operational requirements of the Grant Administration Services.

5.1 Initial Services

The Supplier shall provide the following Initial Services by 1 December 2021.

5.1.1 Vendor redemption and cash management

- 5.1.1.1 The Supplier shall provide a facility to manage the Vendor redemption process which shall be in place from 1 December 2021 and include:
 - 5.1.1.1.1 Receiving instruction and evidence of SME contract signing from Vendor (via the Vendor Interface) including invoices from the Vendor to the SME and evidence of payment by the SME
 - 5.1.1.1.2 Receive declarations from the Vendors that ensures they are operating within the requirements of the HtG Scheme and that the value being requested is in arrears of services being provided to the SME.
 - 5.1.1.1.3 Performing a check on all Vendor redemption requests and evidence of purchase and payment to ensure they are valid.
 - 5.1.1.1.4 Perform checks on Vendor bank details received through the Banking Interface and stored in the Banking Information Repository to ensure they belong to the Vendor before making payment.
 - 5.1.1.1.5 That the request matches a valid SME and SME Grant Token
 - 5.1.1.1.6 That the amount being claimed is correct against the agreed redemption value for that period and be able to query if there are any discrepancies
 - 5.1.1.1.7 Making payment to Vendor via BACs from the Supplier bank account
 - 5.1.1.1.8 Requesting monies from the Buyer finance for validated amounts
 - 5.1.1.1.9 Receiving monies from the Buyer finance totalling amount requested to Supplier bank account.
- 5.1.1.2 The Supplier shall provide three forms of processing and payment:
 - 5.1.1.2.1 **First request for payment** - The Supplier shall conduct checks to ensure that the Grant Token is valid and matches a valid SME that has not had a previous Grant Token redeemed. The Supplier shall check the Vendor has provided the projected 12-month costs for the product package that the SME has signed up to and how this will be broken down over the 12-month period (including any addition of free trial and discounted periods).
 - 5.1.1.2.2 **Ongoing requests for payment** - If a Vendor's pricing model/ subscription requires multiple payments over the 12 months they will be required to submit further payment requests. The Supplier shall check these requests against data to ensure that the request is still valid, the amount is in line with the original price agreed and that the Vendor has confirmed they are still in contract with the SME. These payments can be processed quarterly or monthly but must be made in arrears.
 - 5.1.1.2.3 **Future Grant Token requests**- Future releases may allow SMEs who have previously redeemed a Grant Token to be eligible for subsequent

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tokens. It will be the responsibility of the Supplier to ensure the SME does not go beyond the limit that can be claimed through the HtG Scheme.

5.1.1.3 The Supplier shall be able to handle different timescales for payment.

Payments should be made in arrears and can be made either in a one-off payment (if the SME has done similar) or in another timeframe consistent with reporting from the Vendor (e.g., monthly, or quarterly).

5.1.1.4 All monies paid to the Vendor shall be paid by the Supplier within the timeframe set out in Order Schedule 14.

5.1.1.5 The Supplier shall record the projected cost and ratify against it for each bill claimed (i.e., the value per month should be the same).

5.1.1.6 The Supplier is required to project manage the financial administration of the HtG Scheme, including managing the application of funds from HMT, providing the financial administration function to make payments to Vendors, forecasting and reporting of financial data.

5.1.1.7 The Supplier shall submit spend and forecast to the Buyer monthly.

5.1.1.8 The Supplier shall produce reporting in line with the HMT end of year reporting processes, including forecasts for the next financial year at the end of each financial year.

5.1.1.9 The Supplier shall highlight any financial risks as part of the quarterly and end of year reporting.

5.1.1.10 The Supplier shall carry out spot checks to ensure that the Vendor is claiming for SMEs that have live subscriptions.

5.1.1.11 The Supplier must work with the Buyer's appointed debt recovery agent. The Supplier must respond to all reasonable information requests from the agent and provide the information in a timely fashion that the agent requires to undertake its debt recovery activities on behalf of the Buyer.

5.1.1.12 The information which the Supplier shall provide to the Buyer's appointed debt recovery agent is;

5.1.1.12.1 Vendor company name

5.1.1.12.2 Vendor company address

5.1.1.12.3 Amount to be recovered

5.1.1.12.4 Vendor company bank account number

5.1.1.12.5 Vendor company bank sort code

5.1.1.12.6 Vendor VAT number

5.1.1.12.7 Date payment to Vendor made.

5.1.1.13 The Supplier is required to comply with *Managing Public Money*.

Link: Managing public money - GOV.UK (www.gov.uk)

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Illustration 5: Cash management wheel



5.1.2 Counter fraud services

The requirements in this section are in addition to those set out in Order Schedule 11.

- 5.1.2.1 The Supplier shall undertake a comprehensive review of the risk of fraud and misuse through the process which will continue to be reviewed by the Supplier and the Buyer throughout the lifetime of scheme, on a quarterly basis as a minimum and as part of any changes under the change management process.
- 5.1.2.2 The Supplier shall develop a series of robust mitigating controls in line with the fraud risks identified to ensure fraud and misuse occurrence falls within the Buyer low tolerance.
- 5.1.2.3 The Supplier shall agree the risk matrix with the Buyer prior to Scheme Launch Date to agree what constitutes a low, medium, and high risk.
- 5.1.2.4 The Supplier shall complete enhanced verification checks to meet or exceed the requirements of the fraud risk assessment and eligibility criteria.
- 5.1.2.5 The Supplier shall perform internal controls to mitigate the risk of fraud and misuse arising from internal actors.
- 5.1.2.6 The Supplier shall put in the necessary checks to ensure the controls are working as designed.
- 5.1.2.7 The Supplier shall report on the outcomes of the fraud control checks on a regular basis.
- 5.1.2.8 The Supplier shall notify the Buyer any failed fraud control checks immediately and provide required actions and mitigations within 24 hours.

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- 5.1.2.9 The Supplier shall allow an independent third party, to be agreed and appointed by the Buyer to conduct an independent audit of the Supplier's processes and systems.
- 5.1.2.10 The Supplier shall implement processes to and manage data held by them in accordance with all relevant data protection legislation including UK General Data Protection Regulations (GDPR), Privacy and Electronic Communications Regulations (PECR) and the Data Protection Act (DPA) and any other applicable laws and regulations relating to the privacy or the processing of Personal Data, including any amendments or successor laws or regulations there to.
- 5.1.2.11 The clear identification of Special Category and Personal Data by the Supplier is critical to compliance with data handling guidelines (see Government Security Classification Policy).
- 5.1.2.12 The guidance below is designed to make this identification clear and consistent across Government. Data held or transferred refers to any paper, electronic and transportable media.
- 5.1.2.12.1 Anyone working for the Supplier on behalf of the Buyer must identify data they hold or transfer, whose release or loss is likely to result in a high risk of adversely affecting individuals' rights and freedoms. This must include as a minimum all data falling into one or both categories below.
- 5.1.2.12.1.1 Any Information that links one or more identifiable living persons with information about them is likely to result in a high risk of adversely affecting individual's rights and freedoms
- 5.1.2.12.1.2 One or more of the pieces of information which can be used along with public domain information to identify an individual combined with information about that individual whose release is likely to cause harm or distress.
- 5.1.2.12.1.3 Name/ address (home, business or both) postcode/ email/ telephone numbers/ driving licence number/ date of birth combined with Special Category data as defined by Chapter 2 of the Data Protection Act 2018, including (but not limited to) records relating to racial or ethnic origin, health, and group membership or DNA or finger prints/ bank, financial or credit card details/ mother's maiden name/ National Insurance number/ Tax, benefit or pension records/health records/ employment records/ school attendance or records/ Material relating to social services including child protection and housing
- 5.1.2.12.1.4 These are not exhaustive lists. The Supplier shall determine whether other information they hold should be included in either category. However, any data transfer shall be secure, no matter what the quantity of data.
- 5.1.2.13 Where the Buyer refers to "Personal Data" below, this covers both Special Category and Personal Data as defined by the UK General Data Protection Regulation (UK GDPR) and held in relation to the Order Contract. The

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following guidance applies equally to anyone working on behalf of the Supplier. Suppliers will be expected to demonstrate how their service complies with NCSC's.

- 5.1.2.13.1 All the Buyer information must have appropriate authentication controls to allow access. The Supplier must have a process to control and change access credentials, in line with their security procedures if compromised.
- 5.1.2.13.2 The Supplier must never store/permit the storage of data on unencrypted transportable media. Transportable media is anything that can easily be removed from the office. For example, USB sticks, CDs, DVDs, floppy disks must not contain any unencrypted Personal Data.
- 5.1.2.13.3 On completion of the contract all Personal Data held in relation to the contract must be securely returned to the Buyer by the Supplier unless otherwise provided for in the DPS Contract or this Order Contract. After it has been transferred it shall be permanently deleted. Personal data must be sent and delivered in a secure manner. Only the absolute minimum data required shall be sent and the definitions agreed between the Buyer and the Supplier.
- 5.1.2.13.4 If the Supplier is in any doubt whether data is Personal Data, or how to get laptops and transportable media encrypted then the Supplier must contact the Supplier's BEIS contact for advice. The DPA definitions within this document should provide reasonable guidance. However, the degree of sensitivity and the number of records involved may have a bearing in some cases and the Buyer can provide advice on whether any data the Supplier has would be regarded as Personal Data. The Buyer can also provide advice on the relevant EUD guidance. Advice can also be provided on more secure products if necessary.
- 5.1.2.13.5 If the Supplier becomes aware of ANY loss of Personal Data, the Supplier must contact the Buyer immediately providing as much detail as possible. The loss of any Personal Data is a serious matter and must be reported without delay.
- 5.1.2.13.6 Any IT system utilised or created to underpin this service must comply with the relevant legislation (UK GDPR, DPA 2018, Freedom of information etc) and must also comply with the HMG Security Policy Framework (available from the Cabinet Office website)
- 5.1.2.13.7 Prior to any systems going live, it shall be subject to an appropriately scoped penetration test, under NCSC's CHECK HtG Scheme, and the results and remedial action plan must be approved by the Buyer. The Supplier would need to commission and pay for this.
- 5.1.2.14 The Supplier shall ensure they comply with all relevant data protection legislation including UK GDPR:

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5.1.2.14.1 Outlining proposals to have UK GDPR-compliant data sharing arrangements with any external organisations/systems with which it shares data to the relevant standards and required timescales.

5.1.2.14.2 Putting in place processes to obtain any necessary consents from Vendors and SMEs for their data to be accessed from or disclosed by external parties including third parties employed by the Buyer including but not exclusively the Evaluation Partner and the Buyer Communications partners

5.1.2.14.3 Producing UK GDPR-compliant privacy notices to capture SME and Vendor survey information and any further research the Buyer wishes to carry out. Outline proposals to be UK GDPR-compliant for all data held by the Supplier.

5.1.2.15 All interactions and data sharing with SMEs, Vendors and third parties related to the delivery of the HtG Scheme including but not limited to surveys must comply with UK data protection laws including UK GDPR.

5.1.3 Quality and assurance

A) Quality management

5.1.3.A.1 The Supplier is required to produce a quality management document showing how the quality of people, processes, data, and systems within their scope will be managed and monitored as part of phase 1.

5.1.3.A.2 Quality management information will be captured by the Supplier in the CMS, which will also support quality reporting.

5.1.3.A.3 The quality management document shall outline the following, which will be agreed by the Buyer prior to the Scheme Launch Date;

- How the Supplier shall accredit its resources
- How the Supplier shall conduct ongoing competency checks on its resources once they are accredited to be risk based and focussed on outcomes
- Detailed quality checklists for each process, showing what will be checked and what constitutes a pass or fail.
- What the process will be in a resource loses their competency and how this impacts performance management
- How the Supplier shall conduct root cause analysis and how will findings from this be implemented as part of continuous improvement
- How the Supplier shall evidence to the Buyer that all processes done through their technology are being completed consistently and correctly.

5.1.3.A.4 The Supplier is required to complete quality checks on their people, data, processes, and systems to ensure they are operating as per the process or requirements and in accordance with service levels in Order Schedule 14.

5.1.3.A.5 The Supplier is required to report on completed quality checks on their people, data, processes, and systems, analysing the root cause of any failures and putting in steps to reduce failure. Frequency of reporting will be agreed between Supplier and Buyer as part of phase 1.

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5.1.3.A.6 The Supplier is required to accredit resources to ensure they are competent to perform their role.

5.1.3.A.7 The Supplier shall conduct ongoing competency sampling (minimum of 5% of all cases completed by resources) to ensure that resources remain competent in their role.

B) Training

5.1.3.B.1 The Supplier shall be responsible for providing trainers to train their resources, producing training plans and delivering the training.

5.1.3.B.2 The Supplier shall create a training plan documenting how and when the training will be delivered as part of phase 1 and prior to Scheme Launch Date. This training plan shall be agreed with the Buyer.

5.1.3.B.3 The Supplier shall create all training material required for the services they will be operating as part of phase 1 and prior to Scheme Launch Date.

5.1.3.B.4 The Supplier shall deliver all training required to their resources and provide the necessary facilities and equipment to enable training.

C) Resources

5.1.3.C.1 The Supplier is required to provide the appropriately skilled, trained, and qualified resources for each operational function.

5.1.3.C.2 Job profiles for the resources shall be produced by the Supplier and agreed with the Buyer as part of phase 1.

5.1.3.C.3 Detailed knowledge of wider government policies is not essential for customer-facing resources, but it would be beneficial.

5.1.3.C.4 The Supplier shall onboard and maintain sufficient resources needed to deliver the Order Specification.

5.1.3.C.5 The Supplier shall produce as part of phase 1 and maintain a resourcing plan. This resourcing plan shall be shared with the Buyer monthly.

5.2 Further Services

The Supplier shall provide the following Further Services by 31 January 2022.

5.2.1 Marketing and communications

5.2.1.1 The Buyer will create all market facing materials and communications to promote the HtG Scheme to SMEs and Vendors in line the programme objectives.

5.2.1.2 The Buyer will provide the Supplier account manager with plans releases for marketing and media materials so that the Supplier can factor this into any potential spikes in volumes driven as a result.

5.2.1.3 The Supplier shall agree to planned releases or respond to Buyer with proposed changes within 2 Working Days of Buyer providing them.

5.2.1.4 The Buyer will create promotional materials and content which shall be sent via email by the Supplier to SMEs and Vendors. The marketing emails shall be sent by the Supplier within 1 Working Day of the Supplier providing them.

5.2.1.5 The Supplier is therefore required to;

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5.2.1.5.1 Create a fully UK General Data Protection Regulation (GDPR) compliant email database which will be used to target SMEs and Vendors selected by the Buyer, using criteria provided by the Buyer.

5.2.1.5.2 Send communications supplied by the Buyer via email to SMEs and Vendors selected using criteria provided by the Buyer

5.2.1.5.3 Capture, record, and report on emails opened because of marketing and communications sent to SMEs and Vendors.

5.2.1.5.4 Create an email domain for HtG, which must be approved by the Buyer for use on all inbound and outbound HtG related email communications with SMEs and Vendors, that shall use HtG branded templates and formats that have been approved by the Buyer.

5.2.2 SME learning

The Buyer will retain ownership and responsibility for updating and managing the content within the Learning Offer.

5.2.3 SME and Vendor support

5.2.3.1 The Supplier shall provide support to SMEs and Vendors throughout the process.

5.2.3.2 The Supplier Grant Administration Services shall operate between the hours of 9:00 - 17:00 Monday to Friday (excluding bank holidays).

5.2.3.3 All operations must be based in the UK and comply with UK Data Protection laws including UK GDPR and ITIL standards.

5.2.3.4 The Supplier shall implement a Case Management System (CMS). The system shall be fully tested prior to Supplier Services Commencement Date and test reports shared with the Buyer.

5.2.3.5 The CMS shall interface with the Digital Platform Database and Suppliers Website functions.

5.2.3.6 The Supplier shall provide a freephone number for SMEs and Vendors to call for support that will operate between the hours of 9:00 - 17:00 Monday to Friday (excluding bank holidays). All calls should be recorded.

5.2.3.7 The Supplier should also provide support by webchat and email between the hours of 9:00 - 17:00 Monday to Friday (excluding bank holidays)

5.2.3.8 The solution shall meet or exceed the service levels (Order Schedule 14) and be sufficient to process the volumes expected.

5.2.3.9 The Supplier shall appropriately size the customer facing operations to meet demand and where necessary be able to rapidly scale their customer-facing operations to handle increased volumes. This shall be on a scale based on percentage increase on assumed volumes stated in section 6.8.

5.2.3.9.1 25% within 5 Working Days

5.2.3.9.2 50% within 10 Working Days

5.2.3.9.3 100% within 20 Working Days

5.2.3.10 The Supplier shall put in processes to seek feedback from SMEs and Vendors on satisfaction with the Grant Administration Services, to enable the

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Supplier to further improve the service and this shall be shared with the programme.

5.2.3.11 The Supplier shall agree the feedback methodology and processes to gain this feedback with the Buyer prior to Scheme Launch Date.

5.2.4 Vendor and product application and onboarding

This section details the requirements in relation to the Vendor and product application and onboarding process which are not in relation to the technology.

The volumes assumed are stated in section 6.8.

5.2.4.1 The Vendor and product application data is sent to the Vendor Interface when the Vendor submits it. The Supplier shall ingest the data provided in the Vendor and product application form into the Digital Platform Database.

5.2.4.2 Where a Vendor and product eligibility check is not performed or completed by the Vendor Interface, HtG Website, or the Supplier automation the Supplier shall perform manual Vendor and product eligibility checks against the Vendor and product data in Vendor and product application form in line with Vendor and product eligibility rules detailed in section 3.6 and 3.7.

5.2.4.3 The Supplier shall receive bank account information from the Vendor through the Banking Interface and store it in the Banking Information Repository.

5.2.4.4 The Supplier shall check the Vendor bank account validity from the Banking Information Repository using a bank account validation tool selected by the Supplier subject to the approval of the Buyer.

5.2.4.5 The Supplier shall complete manual Vendor and product eligibility checks in the timeframe as set out in Order Schedule 14.

5.2.4.6 Where the Vendor and product eligibility checks is performed by the Supplier (and not by the Vendor Interface) and the Vendor and/or product application has been unsuccessful, the eligibility decision will be communicated via email to the Vendor and shall include information on how to appeal or complain (including appeals or complaints processes and timeframes) Vendor is not satisfied with decision.

5.2.4.7 Where the Vendor and product eligibility checks is performed by the Supplier (and not by the Vendor Interface) and the Vendor and/ or product application has been successful, the eligibility decision shall be communicated via email to the Vendor and shall include Vendor account registration link to validate the Vendor email.

5.2.4.8 The Supplier shall complete Vendor product checks against the information provided in the Vendor application form to check that the product meets the product criteria. The Supplier shall communicate via email the outcome of the Vendor product eligibility checks.

5.2.4.9 Where the Vendor product eligibility checks have not met the product criteria, the Supplier shall communicate via email this to the Vendor applicant and include how to appeal or complain (including appeals or complaints processes and timeframes) if Vendor is not satisfied with decision.

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- 5.2.4.10 The Supplier shall complete Vendor product checks in the timeframe set out in Order Schedule 14 and a decision reached.
- 5.2.4.11 The Supplier shall request additional information and clarify information for Vendors who failed checks due to incomplete information.
- 5.2.4.12 The Supplier shall confirm in the Management Console when product checks have been completed and successful to confirm the Vendor is onboarded.
- 5.2.4.13 The Supplier shall share guidance with the Vendor on how to set up their product URL.
- 5.2.4.14 The Supplier shall create the mechanism of receiving Vendor redemption information.
- 5.2.4.15 The Supplier shall put in the necessary checks to validate Vendor redemption information.
 - 5.2.4.15.1 These criteria will need to be agreed with the Buyer post Order Start Date and prior to Scheme Launch Date.
 - 5.2.4.15.2 See section 5.1.1 for Vendor redemption checks required.

5.2.5 SME applications

This section details the requirements in relation to the SME applications which are not in relation to the technology.

The volumes assumed are stated in section 6.8.

- 5.2.5.1 Where the SME Interface cannot determine if an SME eligibility check is successful or not, manual checks will be performed by the Supplier to assess SME eligibility as per the criteria in section 3.8.
- 5.2.5.2 Where the Supplier has performed the SME eligibility check and the SME application has been unsuccessful, the eligibility decision shall be communicated via email in real time to the SME applicant and shall include how to appeal (process and timeframes) if SME is not satisfied with decision.
- 5.2.5.3 Where the Supplier has performed the SME eligibility check and the SME application has been successful, the eligibility decision shall be communicated to the SME applicant via email and the SME Interface in real time so the SME account can be set up instantly.
- 5.2.5.4 The Supplier shall share the SME application and Voucher Token information with the SME account.
- 5.2.5.5 The Supplier shall contact the SME applicant by email the next Working Day of the Grant Token being issued to see if SME applicant needs help to redeem/additional support and follow up emails subsequently to stimulate the use of the voucher, including warnings as the voucher nears expiry.

5.2.6 Post Vendor and SME application support

- 5.2.6.1 The Supplier shall put in processes to support SME and Vendors post application This shall include;
 - 5.2.6.1.1 Where the SME wishes to make a change to an application or selected product (e.g., change of name or address etc)

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- 5.2.6.1.2 Where the SME wishes to report if they suspect or have evidence that Vendor behaviour is fraudulent. This must be escalated to the Buyer's contract manager within 24 hours of receipt of the report.
- 5.2.6.1.3 Where the Vendor wishes to make a change to an application or product details
- 5.2.6.1.4 Where the Vendor has a query about their reimbursement (e.g., has not been reimbursed or the re-imbursement amount is incorrect, and the Vendor wishes to query)
- 5.2.6.1.5 Where the SME or Vendor wishes to understand why they have not been accepted to the HtG Scheme.

5.2.7 General enquiries

- 5.2.7.1 The Supplier shall put in place processes to receive, manage, and execute general enquires from SMEs and Vendors. This shall include:
 - 5.2.7.1.1 Where the SME or Vendor does not understand how to navigate or use the Digital Platform
 - 5.2.7.1.2 Where the SME or Vendor has questions in relation to completing the online application form
 - 5.2.7.1.3 Where the SME or Vendor has questions about the HtG Scheme.
- 5.2.7.2 The volumes assumed are stated in section 6.8.

5.2.8 User technical enquiries

- 5.2.8.1 The Supplier shall put in place processes to receive, manage, and execute technical enquires from SMEs and Vendors. This shall include:
 - 5.2.8.1.1 Where the SME or Vendor is having difficulty completing or submitting the application form via the SME Interface
 - 5.2.8.1.2 Where the SME cannot access the learning information
 - 5.2.8.1.3 Where the SME or Vendor cannot access their account
 - 5.2.8.1.4 Where the Vendor has queries or technical difficulties in processing the URL
 - 5.2.8.1.5 Where the Vendor has queries or technical difficulties in building and publishing the landing page for the SMEs on their website
 - 5.2.8.1.6 Where the Vendor has queries or technical difficulties in redeeming the Grant Tokens including providing the correct information and uploading it to the Digital Platform.
- 5.2.8.2 The volumes assumed are stated in section 6.8.

5.2.9 Assisted Digital (AD)

- 5.2.9.1 The Supplier shall provide a service to assist SMEs who are either unwilling or unable to use the Digital Platform entirely or in part. For example, they:
 - 5.2.9.1.1 Prefer non-digital channels and are reluctant to switch to the digital service.
 - 5.2.9.1.2 Cannot access or afford the technology to go online.

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- 5.2.9.1.3 Lack, or believe they lack, the digital skills required to use the service.
- 5.2.9.1.4 Lack the confidence to try.
- 5.2.9.1.5 Lack language or literacy skills.
- 5.2.9.1.6 Have mental health issues or learning difficulties that stop them from using a digital service.
- 5.2.9.1.7 Have physical or cognitive disabilities that the design of the service does not make it easy for people with physical or cognitive disabilities to use.
- 5.2.9.2 The Supplier is therefore required to:
 - 5.2.9.2.1 Pick up a user's progress by means of a unique identifier, generated, and stored for up to 24 hours when a user selects a "Need any help?" option within the HtG Website. The AD agents will be able to input a user's unique identifier and use this to ensure the seamless transition from digital to non-digital. We therefore expect the AD team will use an interface with the Digital Platform to assist users with completing their digital journey
 - 5.2.9.2.2 Deliver support structured so it can be communicated to users on all levels of the digital inclusion spectrum, particularly ensuring it caters to low digital inclusion users. All support shall be delivered sensitively, taking account of the needs of vulnerable service users. AD teams will not be expected to provide advice beyond that which is available and visible on the Digital Platform.
 - 5.2.9.2.3 Communicate the outcome of applications, product selections and Grant Token issuance with the option for SMS confirmation and in writing by email to SMEs and Vendors within the timeframes set out in Order Schedule 14
 - 5.2.9.2.4 Develop further AD functionality in future, subject to change process, including but not limited to Chatbots and videocalls.
 - 5.2.9.2.5 The Supplier is not required to implement such functions prior to, or immediately upon, Scheme Launch Date. The date for this additional functionality to be implemented for AD shall be agreed with the Buyer prior to Scheme Launch Date.
- 5.2.9.3 The service may evolve to incorporate more functionality in line with any continuous improvements to the digital system or changes to the HtG Scheme. The AD team will be expected to ensure agents are trained when new functionality or updates to information are implemented, prior to it being deployed online.
- 5.2.9.4 The volumes assumed are stated in section 6.8.

5.2.10 Other Grant Administration Services

- 5.2.10.1 As part of each release the Buyer may change elements of the Vendor and product eligibility criteria. The Supplier shall check existing Vendors against any changes to the criteria to ensure that they remain eligible.
- 5.2.10.2 The Supplier shall assess the impact of any changes as part of the change management process.
- 5.2.10.3 In addition to the above, the Supplier shall contact the Vendors at least every 12 months from the Vendor registration date to the end of the HtG Scheme

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(unless a Vendor leaves the HtG Scheme) to confirm that their application information, product information and bank information are up to date and that their product and web site remain eligible and compliant.

- 5.2.10.4 Where the Supplier checks confirm that the Vendor is no longer eligible, the Supplier shall communicate this to the Vendor within 24 hours and suspend the link to the Vendor website immediately.
- 5.2.10.5 The Supplier shall also visit the Vendor website as part of each release to confirm that the product information matches the product information which was submitted by the Vendor and agreed to be eligible. The Supplier shall expect to interact with the Vendor on a one-to-one basis to assess the suitability of the Vendor products and suitability for SMEs as part of the Vendor application and onboarding process. This is as detailed in section 3.7.
- 5.2.10.6 The Supplier shall manage and maintain the Product List in the Digital Platform Database using the Management Console and be reviewed ahead of each wave, to ensure that it is up to date and contains accurate information. Where changes are required to the Product List by the Vendor, the Supplier shall email the Vendor ensure the Product List is up to date and contains accurate information. The Supplier shall manage any changes to the products with the Vendor.
- 5.2.10.7 The Supplier shall provide communications via email and updates to SME and Vendors in the event there are changes to the Buyer's SME or Vendor Terms and Conditions or if the HtG Scheme is paused, suspended, closed. These communications should happen within 1 Working Day of the Buyer notifying the Supplier.
- 5.2.10.8 The Supplier shall maintain a record of consent based on information captured as part of the Vendor and SME terms and conditions at application stage. This shall include those parties that "Opt-in" for each future research and Personal Data usage.

5.2.11 Complaints and appeals handling

- 5.2.11.1 The Supplier shall provide a facility for managing and responding to SME and Vendors, press, other complainants dissatisfied with the HtG Scheme, process, or digital service.
- 5.2.11.2 The Supplier shall design the complaints and appeals process, and this shall be agreed with the Buyer prior to the Scheme Launch Date. The process shall meet the following requirements.
- 5.2.11.2.1 Design, implement and manage a fully tracked complaint handling and eligibility appeals process.
- 5.2.11.2.2 The Buyer will provide a function on the HtG website to enable SMEs or Vendors to appeal or raise complaints and enable the creation by the Supplier of a mechanism for the complaint or appeal for the completed form to come through to the Supplier CMS.
- 5.2.11.2.3 Facility to resolve complaints and appeals at first point of contact if received through the call centre.

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5.2.11.2.4 Facility to address any complainants who come back to dispute the resolution outcome and/or to provide further information.

5.2.11.2.5 Root cause analysis must be done, and information shared with the Buyer.

5.2.11.2.6 Complaints and appeals received, acknowledged, and resolved shall be time and date stamped to enable effective reporting.

5.2.11.2.7 Management Information (MI) reporting (See section 5.2.12).

5.2.11.3 The volumes assumed are stated in section 6.8.

5.2.11.4 The Supplier shall not be required to provide compensation as a result of appeals or complaints

A) Complaints

5.2.11.A.1 Complaints to be directed to the Supplier in the first instance.

Complaints are directed to the Buyer only when an escalation is strictly necessary and the reason for the escalation is agreed by the Buyer, (e.g., where multiple similar complaints occur which would support HtG Scheme criteria being revised) and it shall include a summary of the issue(s), a recommendation, and all the relevant supporting evidence.

5.2.11.A.2 The Supplier shall direct complaints about the Vendor product, to the Vendor.

5.2.11.A.3 The Supplier shall build functionality to ensure, specifically in relation to complaints, complaints can be categorised, are worked in date order, allow for effective WIP management, triage and allocation based on complexity and complaint type. The system shall capture sufficient information that repeat complaints by SME or relating to specific Vendor can be identified and flagged to relevant parties including the Buyer.

5.2.11.A.4 The Supplier is required to obtain the relevant rights to access the information required to investigate and resolve complaints.

5.2.11.A.5 The Supplier shall acknowledge the complaint within 1 Working Day providing details on timeline for response and ask for any additional information required from the complainant to effectively progress the complaint.

5.2.11.A.6 The Supplier shall review complaints within 20 Working Days; however, it is expected that any low complexity complaints are resolved within 5 Working Days. Where complainants are to be reimbursed or paid compensation, response shall detail the timeframe for funds to be reimbursed.

5.2.11.A.7 The Supplier shall provide access to complaint data to the Buyer within 24 hours of the request from the Buyer. It is expected that all relevant data will be shared with the Buyer from the Supplier for complaints escalated to the Buyer to ensure that the Buyer does not have to request the same information of the complainant again.

5.2.11.A.8 Records of complaints are to be kept securely, for as long as necessary and in line with data protection law, the privacy policy and record retention. See Joint Schedule 11.

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B) Appeals

- 5.2.11.B.1 The Supplier shall capture, manage, and resolve any appeals submitted by SME and Vendors if they are not eligible to participate in the HtG Scheme in the CMS.
- 5.2.11.B.2 Appeals to be sent to the Supplier in the first instance.
- 5.2.11.B.3 Appeals are directed to the Buyer only when an escalation is strictly necessary and with the agreement of the Buyer, (e.g., where multiple similar appeals occur which would support HtG Scheme criteria being revised) and it shall include a summary of the issue(s), a recommendation, and all the relevant supporting evidence.
- 5.2.11.B.4 The Supplier shall complete 99% of appeals, from receipt of an appeal to sending the resolution to the SME/Vendor within 5 Working Days.

5.2.12 Reporting

- 5.2.12.I The Supplier is required to produce reporting and analyse performance against metrics detailed in the below Table 6, in addition to any service levels in this document or Order Schedule 14.
- 5.2.12.II The Supplier shall agree with the Buyer prior to Scheme Launch Date the format, delivery method and frequency of the reports in Table 6.
- 5.2.12.III The Supplier shall ensure that data points are created in their solution which allow for this reporting.
- 5.2.12.IV The Supplier shall also work with and share this data with the monitoring and Evaluation Partner at times to be agreed with Buyer post Order Start Date.
- 5.2.12.V The Supplier shall commence the reporting described below once the Initial Services and Further Services have commence. As such, reporting requirements for 5.2.12.8 Vendor redemption and cash management shall commence from 1 December 2021. All other reporting shall commence from 31 January 2022.

Table 6: Reporting requirements

Ref	Area	Reporting
5.2.12.1	Appeals	i Number of appeals received ii Number of appeals resolved iii Number of appeals in WIP iv Age profile of appeals WIP v % of appeals resolved within service level vi Reason for appeal vii Outcome of appeal viii Proportion of appeals received in proportion to number of unsuccessful SME and Vendor applications

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		ix Proportion of SME and Vendor appeals which are resolved within 5 Working Days
5.2.12.2	Complaints	i Number of complaints received ii Number of complaints resolved iii Number of complaints in WIP iv Age profile of complaints in WIP v % of complaints resolved within service level vi Reason for complaint and root cause vii Outcome of complaint viii Number of comeback complaints ix Number of comeback complaints resolved x Age profile of comeback complaints in WIP xi Proportion of complaints received in proportion to the number of SME and Vendor applications
5.2.12.3	General enquires	i Number of general enquires received ii Number of general enquires resolved iii Number of general enquiries in WIP iv Age profile of general enquires in WIP v Reason for general enquiry and root cause vi Outcome of general enquiry vii Channel (where there is more than one available as part of the solution for a general enquiry to be raised) viii Proportion of general queries resolved to user satisfaction ix Proportion of general enquires resolved at first point of contact
5.2.12.4	User technical enquiries	i Number of user technical enquires received ii Number of user technical enquires resolved iii Number of user technical enquires in WIP iv Age profile of user technical enquires in WIP

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		<ul style="list-style-type: none"> v Reason for user technical enquires and root cause vi Outcome of user technical enquires vii Channel (where there is more than one available as part of the solution for a user technical enquires to be raised) viii Proportion of user technical queries resolved to user satisfaction ix Proportion of user technical enquires resolved at first point of contact
5.2.12.5	Assisted Digital (AD)	<ul style="list-style-type: none"> i Number of AD received ii Number of AD resolved iii Number of AD in WIP iv Age profile of AD in WIP v Reason for AD and root cause vi Outcome of AD enquires
5.2.12.6	SME application	<ul style="list-style-type: none"> i Number of SME applications received ii Characteristics of SMEs applying iii Number of SME applications completed iv Time taken from SME application submitted to Grant Tokens issued to SME v Outcome of SME eligibility checks vi Reasons for SME eligibility fail vii Number of successful SME applications who went on to purchase software viii % Drop out rate throughout process ix Characteristics of SMEs dropping out throughout process and reasons why x Proportion of SME eligibility checks performed which have resulted in the correct outcome being reached xi Proportion of Grant Tokens which are issued to SMEs and subsequently redeemed xii Proportion of SMEs who submit an application form and subsequently receive a Grant Token
5.2.12.7	Vendor onboarding	<ul style="list-style-type: none"> i Number of Vendor applications received ii Characteristics of Vendors applying

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		<ul style="list-style-type: none"> iii Number of Vendor applications completed, and Vendor onboarded to site iv Time taken from Vendor application received to live on-site v Number of Vendor applications in WIP vi Age profile of Vendor application WIP vii Outcome of Vendor eligibility checks viii Reasons for Vendor eligibility fails ix Outcome of Vendor product checks x Reasons for Vendor product fails xi % Drop out rate throughout process xii Characteristics of Vendors dropping out throughout the process and reasons why xiii Proportion of Vendor product checks performed which have resulted in the correct outcome being reached xiv Proportion of Vendors who submit an application form and subsequently join the HtG Scheme xv Proportion of Vendors from application submission to products live on HtG Website
5.2.12.8	Vendor redemption and cash management	<ul style="list-style-type: none"> i Number of Vendor redemptions received ii Number of Vendor redemptions completed (i.e... Vendor funds released) iii Number and proportion of Vendor checks passes/failed iv Number of cases in WIP at each process stage v Age profile of WIP at each process stage
5.2.12.9	Fraud and Non-Compliance	<ul style="list-style-type: none"> i Number of Fraud and Non-Compliance checks completed ii Proportion of Fraud and Non-Compliance checks completed against number of cases completed iii Outcome and effectiveness of response to Fraud and Non-Compliance checks

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		iv Root cause of Fraud and Non-Compliance checks
5.2.12.10	Quality management	v Resource breakdown by service of competency level vi Number of quality checks completed vii Proportion of quality checks completed against number of cases completed viii Outcome of quality check ix Root cause analysis of quality checks which have not passed x Proportion of complaint case quality checks performed on accredited resources which pass. xi Proportion of appeal case quality checks performed on accredited resources which pass. xii Proportion of general enquiries case quality checks performed on accredited resources which pass. xiii Proportion of user technical enquiries case quality checks performed on accredited resources which pass. xiv Proportion of Vendor Redemption case quality checks performed on accredited resources which pass.
5.2.12.11	Marketing and communications	i Number of emails sent ii Characteristics of recipients of emails (e.g., SME / Vendor type) iii Number of emails sent which have been opened iv Number of email responses v Number of emails sent which subsequently unsubscribe
5.2.12.12	Contact centre	i Number of calls received ii Number of calls answered iii Number of calls abandoned iv Time to answer call (secs) v Average handling time (secs) vi Average hold time (secs) vii Reason for call viii Call outcome ix Time calls received

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		x Time calls answered xi Time calls abandoned
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5.13 Service levels

The Supplier is required to report their performance based on the below service levels in set out in Order Schedule 14.

5.14 Evaluation services

- 5.14.1 The Buyer will be engaging an Evaluation Partner who will be responsible in evaluating the over scheme success and benefits.
- 5.14.2 The Supplier shall provide data and reporting required for the Evaluation Partner. The schedule of information required will be agreed with the Buyer prior to Scheme Launch Date.
- 5.14.3 It is possible that as part of evaluating the HtG scheme success that the Buyer will require changes to the user journeys and/or additional data to conduct alternative evaluation methodologies.
- 5.14.4 The Supplier is required to work with the Buyer analysts' team and Evaluation Partner to assess the impact and agree to changes where it does not significantly impact the delivery of the overall scheme.

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6. Governance and delivery

This section outlines what the Supplier shall do in relation to the governance and the delivery of the HtG Scheme.

6.1 Contract management

- 6.1.1 The Supplier is required to provide a named dedicated Account Manager who will be available for contact between 9:00am - 5:00pm Monday to Friday. Out of hours contact of a Supplier contact will also be required.
- 6.1.2 The Supplier is required to provide named individuals into key roles to be agreed with the Buyer. A Supplier structure chart showing key personnel shall be shared with the Buyer prior to Scheme Launch Date, showing key routes for escalation. This will be in addition to Key Supplier Staff. Any personnel changes to these named roles must be agreed by the Buyer.
- 6.1.3 The Supplier is required to provide names and contact details of the contract management team together with an organisation chart showings lines of accountability and roles/responsibility prior to Scheme Launch Date.
- 6.1.4 The Supplier is required to evidence effective governance and management arrangements that enable the contract management team to deliver the outcomes of the contract and to comply with Order Schedule 15
- 6.1.5 The Supplier is required to work with the Buyer on all aspects of contract management (i.e., service delivery management, relationship management and contract administration).
- 6.1.6 The Supplier shall provide and/or share information about their services, resource and performance as requested by the Buyer or any approved third parties (to be agreed with the Buyer).
- 6.1.7 The Supplier shall implement a regime which complies with subsidy control rules

6.2 Phase 1 – Implementation

All requirements in this section shall be completed by the Supplier after Order Start Date and prior to Scheme Launch Date of 1 December 2021 unless a set time is already set out in the Order Contract.

- 6.2.1 Once Order Contract has been signed by the Buyer and Supplier and Non-Disclosure Agreement (NDA) signed by the Supplier, the Buyer will share the latest guidelines, tools, and processes. Some of these documents may still be in draft. They will include:
 - 6.2.1.1 HtG Scheme Business Processes
 - 6.2.1.2 HtG Scheme User Journeys
 - 6.2.1.3 Digital Platform schematic
 - 6.2.1.4 Digital Platform data capture dictionary
 - 6.2.1.5 Other tools and guidance to support Supplier in knowledge transfer and implementation.

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- 6.2.2 The Supplier shall provide a dedicated IT service manager in phase 1 to work with the Buyer to integrate the HtG Website and Supplier systems and to work with throughout the course of the HtG Scheme.
- 6.2.3 The Buyer will host a series of kick-off workshops with the Supplier to enable knowledge transfer and integration of Supplier plans into the programme plan.
- 6.2.4 The Buyer will hold kick-off sessions with the Supplier to specifically focus on the functional and technical design of the Digital Platform including integrations required with Supplier and agreeing data format and frequency.
- 6.2.5 The Supplier shall attend these workshops with appropriate attendees based on the purpose of the workshop and agenda provided.
- 6.2.6 The Supplier shall accept the following business process documents;
- 6.2.6.1 High level end to end
 - 6.2.6.2 Vendor application, onboarding, and reimbursement
 - 6.2.6.3 SME learning and advice
 - 6.2.6.4 SME application, eligibility, and purchase
 - 6.2.6.5 HtG Scheme support.
- 6.2.7 The Supplier shall work with the Buyer to agree a HtG Scheme governance structure with the Buyer and the structure of reporting information during phase 1.
- 6.2.8 Please refer to Order Schedule 13 – Implementation Plan and Testing for the requirements of producing the Implementation Plan.
- 6.2.9 The Supplier shall provide the below listed documents by no later than the date falling 10 Working Days after the Order Start Date for review and Approval by the Buyer. The Buyer shall respond within 7 Working Days to confirm that the relevant document has been agreed or providing comments for the Supplier to incorporate into a revised final draft of the relevant document to be provided by the Supplier to the Buyer for Approval PROVIDED ALWAYS THAT where in this Order Contract a shorter period of time has been expressly provided for agreement or Approval of the relevant document, the shorter period of time in the relevant part of the Order Contract shall prevail and the time period listed above adjusted accordingly. In the event of a Dispute the provisions of Core Term 34 shall apply
- 6.2.9.1 Performance Reports
 - 6.2.9.2 RAID Log
 - 6.2.9.3 Actions and Decisions Log
 - 6.2.9.4 Variation Procedure Log
 - 6.2.9.5 Joint Project Plan with key milestones and critical path shown
 - 6.2.9.6 Information Security Management Plan
 - 6.2.9.7 Security Management Plan (see Order Schedule 9)
 - 6.2.9.8 Data Protection Policy
 - 6.2.9.9 Integration Plan – covering all key interfaces between the Supplier and the scheme and how these will be managed

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- 6.2.9.10 Business Continuity and Disaster Recovery Plan (see Order Schedule 8)
- 6.2.9.11 Resource Plan - covering the resources that the supplier will provide to deliver the requirements
- 6.2.10 The Supplier shall create and manage the following PMO products. The Supplier shall create these PMO products and provide them to the Buyer by 3 January 2022. The Buyer will review these products within 10 Working Days from submission.
 - 6.2.10.1 Lessons Learned Log
 - 6.2.10.2 Exit Plan (see Order Schedule 10)
- 6.2.11 The Supplier shall detail their specific business processes against the key programme business processes to demonstrate how their key operational functions will work and interact with the digital service.
- 6.2.12 The Supplier shall work with the Buyer to agree integration of services, data, and testing plan.
- 6.2.13 The Buyer is responsible for the HtG Scheme launch on 1 December 2021.

6.3 Phase 2 – Operations

All requirements in this section shall be completed by the Supplier to be in place as the Initial Services and Further Services are implemented.

- 6.3.1 The Supplier shall input into and report progress/performance at governance meetings set out in Order Schedule 15.
- 6.3.2 The Terms of Reference for these meetings will be shared by the Buyer in phase 1.

6.4 Testing and data exceptions

- 6.4.1 Data exceptions created because of data transfers to or from the Supplier Digital Service will be the responsibility of the Supplier to resolve.
- 6.4.2 The Supplier is responsible for completing Penetration Testing and UAT for the Supplier systems and will need to provide testing reports to the Buyer.
- 6.4.3 Further requirements are set out in Order Schedule 8.

6.5 Change management and continuous improvement

- 6.5.1 The Supplier is required to produce a change management document as part of phase 1 which details how they will govern, assess, accept, test, and implement changes.
- 6.5.2 As the HtG Scheme will continue to evolve and be iterated throughout the lifecycle, the Supplier is required to put in appropriate processes and resources to manage changes in line with planned releases (expected to be a minimum of quarterly). All changes must be agreed with the Buyer and other third parties to ensure all interdependencies are understood.

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6.5.3 The Supplier is required to manage ad-hoc changes as required by the Buyer.

6.5.4 The Supplier is required to put in mechanisms to actively seek and identify opportunities for continuous improvement to the processes and systems within the scope of the HtG Scheme. Any suggestions for improvement must be agreed with The Buyer prior to implementation.

6.5.5 The Supplier is required to conduct and report on lessons learned annually. This shall include but not be limited to recommendations for improvements.

6.5.6 Further requirements are set out in Order Schedule 3.

6.6 Risk management

6.6.1 The Supplier is required to produce a risk and issue management strategy as part of phase 1 with documents how the Supplier shall proactively identify and mitigate against any risks associated with the delivery of the HtG Scheme which must be shared with the Buyer.

6.6.2 The Supplier shall execute mitigations, in collaboration with the Buyer, to reduce the exposure to the risk and issue.

6.6.3 The Supplier shall share risks and issues as part of the governance set out in Order Schedule 15.

6.7 Exit planning

6.7.1 The Supplier shall be required to produce a plan showing tasks, timelines and milestones in relation to their exit.

6.7.2 The Supplier shall be required to produce a document detailing how any data captured shall be destroyed, transferred, stored as part of the exit strategy in compliance with UK GDPR regulation.

6.7.3 These requirements are in addition to those stated in Order Schedule 10.

6.8 Assumed volumes

Table 7 and Table 8 show the assumed yearly and total volumes expected broken down by Supplier process.

The SME and Vendor application volumes shown are based on the service addressable market as identified by the HtG market research team. The service addressable market may change if a change to the Vendor / SME eligibility criteria is agreed. The drop out and appeal rates are assumption based only, using similar operations as a guide.

It should be noted that there is greater level of confidence on the overall volumes than there are on the yearly breakdown of these volumes as the schedule for the HtG marketing campaigns over the lifetime of the HtG Scheme is still to be confirmed.

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Table 7: SME assumed volumes

SME applications	Total	Year 1	Year 2	Year 3
Assume that there will be 60% additional applications from unsuccessful SMEs	189,237	31,954	66,746	90,537
SME successful applications	Total	Year 1	Year 2	Year 3
118 349 successful SME applications split over the 3-year period	118,349	17,752	47,340	53,257
SME appeals	Total	Year 1	Year 2	Year 3
Assume on average 25% of unsuccessful applications will result in an appeal	17,953	6,391	4,852	6,710
SME purchase	Total	Year 1	Year 2	Year 3
Assume that 84% of all SMEs who successfully applied to the HtG Scheme will purchase one product	100,000	14,197	37,872	47,931
SME general queries	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 13% of all SME applicants will raise a general query	25,243	7,988	10,012	7,243
SME technical support queries (Platform)	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 5% of unsuccessful applicants will raise a technical query	6,272	1,243	2,367	2,663
SME AD support application	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 5% of all SME applicants will require AD support	9,462	1,598	3,337	4,527
SME complaints	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 6% of all SME applicants will raise a complaint	11,727	3,195	4,005	4,527
SME AD support voucher	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 5% of all SME applicants will require AD support	5000	710	1894	2397

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Table 8: Vendor assumed volumes

Vendor applications	Total	Year 1	Year 2	Year 3
Assume that there will be 30% additional applications from unsuccessful Vendors	648	250	208	190
Vendor onboarding	Total	Year 1	Year 2	Year 3
Assume 500 Vendors will be onboarded over the 3-year period	500	170	165	165
Vendor appeals	Total	Year 1	Year 2	Year 3
Assume on average 70% of unsuccessful applications will result in an appeal	103	56	30	17
Vendor products	Total	Year 1	Year 2	Year 3
Assume on average 3 products per Vendor	1,500	510	495	495
Vendor product applications	Total	Year 1	Year 2	Year 3
Assume 10% of product application will be unsuccessful	1,650	561	545	545
Vendor product appeals	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 70% of unsuccessful applications will result in an appeal	105	36	35	35
Vendor cashflows	Total	Year 1	Year 2	Year 3
Assume cashflows will be monthly for each Vendor	12060	2040	4020	6000
Vendor general queries	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 20% of all Vendor applicants will raise a general query	130	80	33	17
Vendor technical support queries	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 30% of onboarded Vendors will raise a technical query	151	85	50	17
Vendor assisted digital support	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 1% of all Vendor applicants will require AD support	6	2	2	2
Vendor Complaints	Total	Year 1	Year 2	Year 3
Assume that over the 3 years on average 10% of all Vendor applicants will raise a complaint	62	30	17	15

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Appendix 1. HtG Website on 1 December 2021

This section outlines the Order Specification for the functionality being built by the Buyer. It is for information only.

A.1. HtG Website

A.1.1 The Buyer will build and operate the HtG Website.

A.1.2 The HtG Website functionality includes the Buyer Retained Functionality and the Buyer Built Functionality described in Section 3.4.1.

A.1.3 The HtG Website will send SME and Vendor data to the Supplier in an agreed upon format so that the Supplier can ingest it (e.g., csv file) and at an agreed frequency (e.g., daily).

A.1.4 The HtG Website will be built, tested, and operated in compliance with GDS standards, UK Government security, classification, accessibility and other standards and guidance described in Section 4 of this document.

A.2. Learning Offer

A.2.1 The Buyer will build, operate, and retain the Learning Offer on the HtG Website to support SMEs in choosing the right product for their needs and helping SMEs to implement and embed the products successfully.

A.2.2 The Learning Offer can be accessed by anyone who arrives at the Help to Grow landing page including SMEs both before and after receiving a Grant Token and purchasing a product.

A.2.3 The Learning Offer provides learning content to enable SMEs to acquire knot and sector specific case studies, an adoption guide and pre-purchase checklist. User journeys include (i) No knowledge of digital, (ii) Some knowledge of digital and (iii) Fully informed about digital.

A.3. Digital Platform Database and Management Console

A.3.1 The Buyer will build a Digital Platform Database to store the data received from the SME and Vendor applications, CH and the overnight batch process from the Buyer's Due Diligence Tool.

A.3.2 The Buyer will build a Management Console to assist the SME/Vendor Support Team who can view the data uploaded to the Digital platform.

A.3.3 SME/Vendor Support team will be able to see SME and Vendor applications, CH and the Buyer's Due Diligence Tool data using the Management Console.

(i) Vendor Landing Page and Vendor Interface

(i).1 The Buyer will create a Landing Page on the HtG Website that will provide Vendors with information about the HtG Scheme and how it will

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operate and a guide to enable Vendors to self-assess their organisation and product eligibility before applying for the HtG Scheme.

- (i).2 The Buyer will create a Vendor Account as part of the Vendor Interface. The Vendor Account shall allow the Vendor to update, edit and maintain their information and upload proof of purchases to enable redemption. The Buyer will create a unique access token will be created for successful logins and sent to the Supplier.
- (i).3 The Buyer will use a manual process for Vendor application form for Vendors to complete and submit their applications for their organisations and products for the HtG Scheme. The information to be requested on the Vendor application form may include (but not limited to) the information contained in Table 2 in section 4. The process will include a mechanism for the Vendor to agree to the Buyer's Vendor Terms and Conditions.
- (i).4 The Vendor application data shall be shared with the Digital Platform Database
- (i).5 As part of the Vendor application form, the Vendor shall be able to submit product information. The Vendor needs to have the ability to submit multiple products and their corresponding information. The product information is listed in Table 3 in section 4.
- (i).6 The Buyer's Vendor Interface will enable the Vendor to automatically upload Grant Token and proof of the SME's purchase including an invoice and proof of payment, which will be transferred to the Supplier to be loaded into the Case Management System for review by the Supplier.
- (i).7 The Buyer's Vendor Interface will automatically validate Grant Token and SME proof of purchase from Vendor

(ii) SME Landing Page and SME Interface

- (ii).1 The Buyer will build an SME Landing Page.
- (ii).2 The Buyer will build an SME interface to enable SMEs to participate in the HtG Scheme.
- (ii).3 The Buyer will create an SME application form for SME applicants as part of the SME Interface to complete and submit their applications for the HtG Scheme and ability to submit any related documentation e.g., PDF. The information to be requested on the SME application form is listed in Table 4 in section 4.
- (ii).4 The application form should include a mechanism for the SME to agree to the Buyer's SME Terms and Conditions which should be included in the application form functionality, this could be through a tick box.
- (ii).5 The SME application cannot be submitted without all mandatory fields being completed.
- (ii).6 The SME application data is stored in the Digital Platform Database when the SME applicant submits it.

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- (ii).7 The SME application data will be shared with the Management Console,
- (ii).8 SME eligibility checks will be performed automatically against the SME data in SME application form to check that the SME meets the criteria of the HtG Scheme to ensure there are no time delays to setting the SME up on the HtG Scheme.
- (ii).9 Where the SME application has been successful, the eligibility decision should be communicated to the SME applicant.
- (ii).10 The Buyer's SME Interface will facilitate a process to enable the SME to choose the software of their choice either by direct selection or using the Comparison Tool, update the SME record and create a URL ("the Grant Token") that will be shared online and by email with the SME to enable an instant purchase or a deferred purchase e.g., where additional authorisation is required. The SME will be directed to the Vendor website to purchase the chosen software.
- (ii).11 The Virtual Token information should also be sent to the Supplier to enable reconciliation at Vendor redemption stage.
- (ii).12 The record of what product was purchased by the SME, on what date, the value of the product and the discount received will be shared with the Digital Platform Database and Management Console and shared with the Supplier to capture for the SME account.

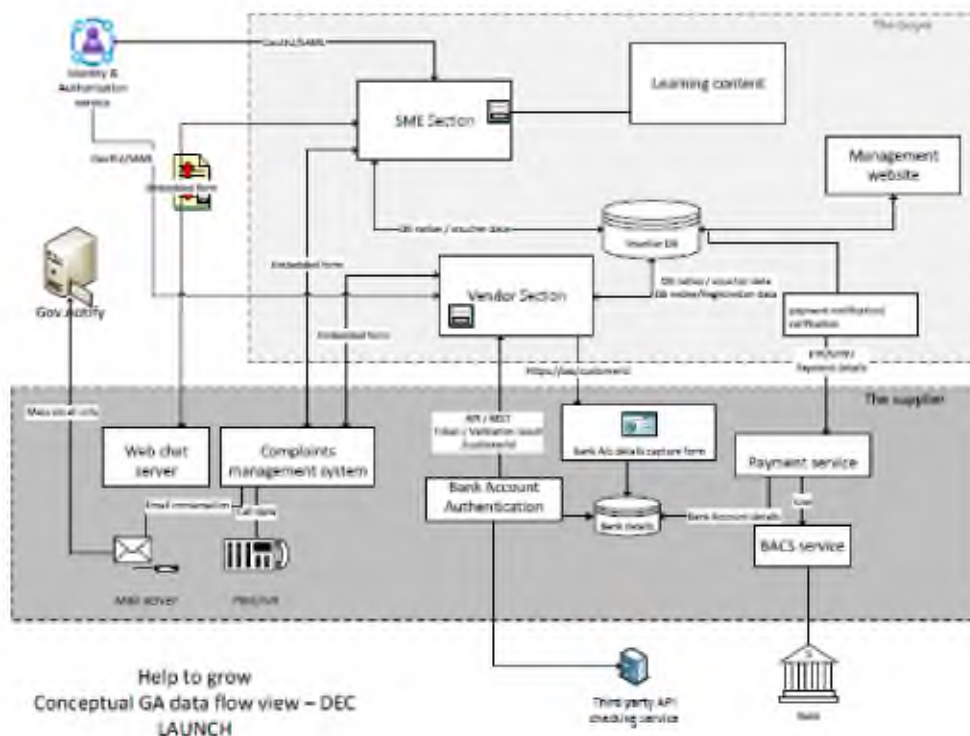
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Appendix 2. Illustrative Data Flows and Grant Token Functionality

1. Illustrative Data Flows

The Buyer has provided an illustration of the Conceptual Application Architecture in Illustrations 6 and 8. This diagram and Table 10 below set out current Buyer thinking on the proposed IT solution for solution currently being developed by the Buyer.

Illustration 6: Data Flows as of 1 December 2021



Help to grow
Conceptual GA data flow view
Post launch – option 2

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- 1.1 The Buyer is using Agile software development methodology.
- 1.2 This section is to give an indication on the approach as currently anticipated.
- 1.3 Data privacy by design principles are being followed and data privacy will be considered from the design phase of any system and service development and is managed throughout the lifecycle.
- 1.4 Access Management process arrangements will be controlled by Active Directory to comply with the Buyer's Security policy.
- 1.5 Current approach for the solution the Buyer is developing is to setup infrastructure in their Azure subscription.
- 1.6 Data will be secure with access to limited number of people based on role (role-based access).
- 1.7 The current proposed development tools are Node JS editor, GitHub, SolarWinds and for management JIRA.
- 1.8 For Test Strategy and tools used proposal is to use GitHub/Azure CI and for Pen testing and accessibility testing to take place ahead of each release.
- 1.9 For Security tools AZURE Firewall, Routers on the Cloud, NSG's to restrict access. With Open-Source tools, the current working assumption for the Content Management System platform is Strapi, this is not something which will impact the Supplier as it relates to the Learning Content.
- 1.10 Business Continuity and Disaster Recovery plan is currently being developed.
- 1.11 The Conceptual Application Architecture should be used by bidders when considering their own approach.
- 1.12 Assumed service uptime will be 99.9% with exception of maintenance windows.

Table 10: Illustration of Proposed Components and Technology

Component	Type of Component	Proposed Technology
Vendor Landing Page and Interface	Website	Node.js
SME Landing Page and Interface	Website	Node.js
Digital Platform Database	Database	Azure PostgreSQL
File Storage	File storage	Azure Blob Storage

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Learning Offering	Content Management System	Strapi based application
Management Console	Website	Node.js
ROI calculator	Website	Node.js
Eligibility checker	Website	Node.js
Integration	Orchestration, triggers. Integrations	Azure logic apps
Third Party Tools	API – REST / BULK	
Third Party APIs	API	Companies House

2. Grant Token

2.1 The SME can apply for a grant which is awarded will result in the creation of a “Grant Token” to redeem against their purchase on the Vendor e-commerce site. The “Grant Token” will be created on the Help to Grow website where the “Grant Token” service resides.

2.2 “Grant Token” is based on the product selected by the SME and the full £5k will be allocated against the “Grant Token”. The SME receives the “Grant Token” in the form of an encrypted link both displayed on the website (during the session) and in an email should the purchase be made later. The “Grant Token” is for single use only as the SME must complete the application in a single session. When the SME clicks the link, they will be redirected to the Vendor’s e-commerce website who would then decrypt the “Grant Token” by making a call-back to the Help to Grow APIs. The call to the API will return to the Vendor details about the “Grant Token” which includes an authorisation code, the details of the SME, the name of the product, the account balance, and any other necessary information to process the “Grant Token.” The Vendor will then, based upon the Terms and Conditions will only offer discount on the product tag in the “Grant Token” up to 50% of the cost of the primary applicable product or the amount value (whichever is lower). The Vendor is responsible for capturing the payment from the SME and all other

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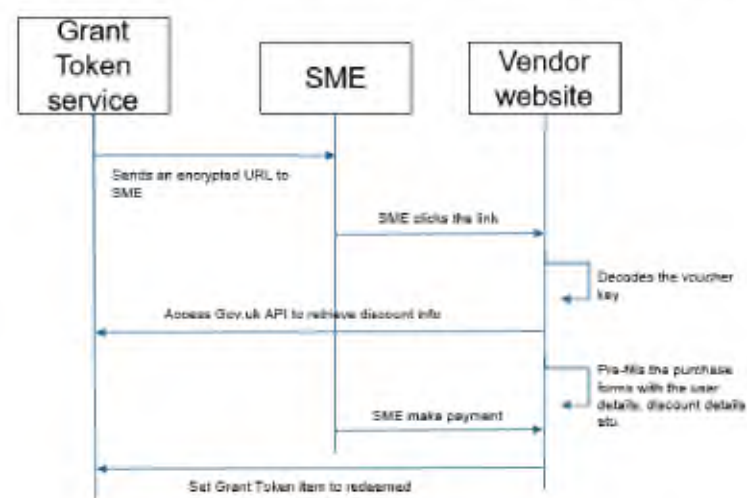
necessary fulfilment for product delivery. The Vendor will need to call a Help to Grow API soon after the completion of the purchase to inform Help to Grow to deactivate the “Grant Token” from further use. An end of day reconciliation API would be required from the Vendor who would report all their Help to Grow eligible sales to the service including invoices and receipts as required. Help to Grow will conduct spot checks and create automated payment files to pay the Vendor.

- 2.3 The solution has been designed so that in future releases of the HtG Scheme, where policy decisions may be made to enable SMEs to purchase more than one product, a record has been kept of their initial purchase and SME account functionality will be required for subsequent releases to enable the SME to have visibility of their purchasing history on the HtG Scheme and eligibility for further discount.
- 2.4 The Grant Token process described in this section is shown in Illustrations 9 to 12 below.

Illustration 9: Grant Token URL Redirect

Grant token URL redirect

The solution proposes to use a URL redirect that can be shared via multiple digital media.

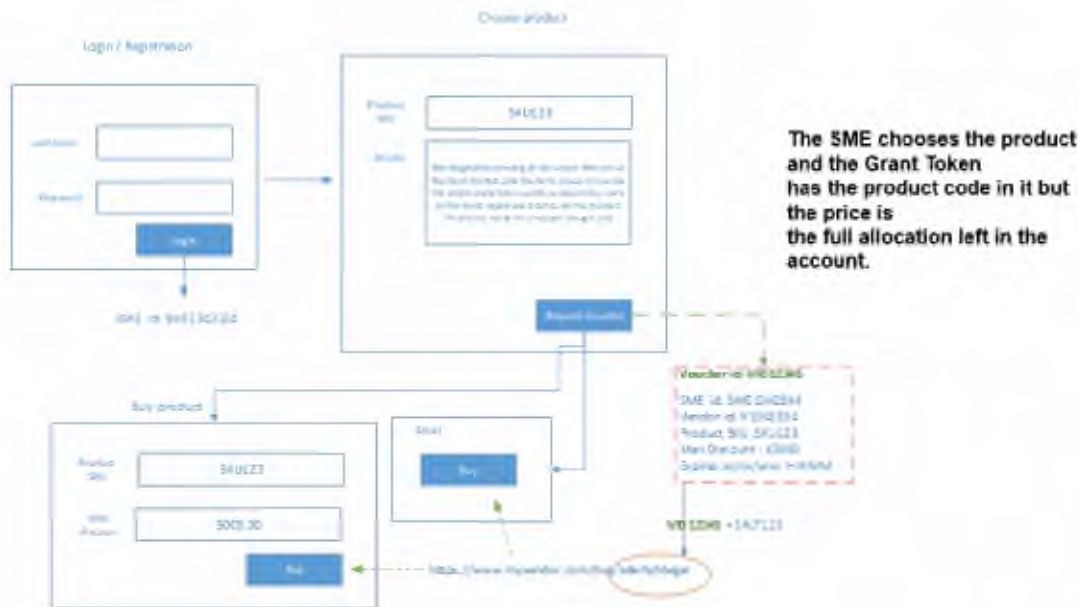


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Illustration 10: Vendor Actions

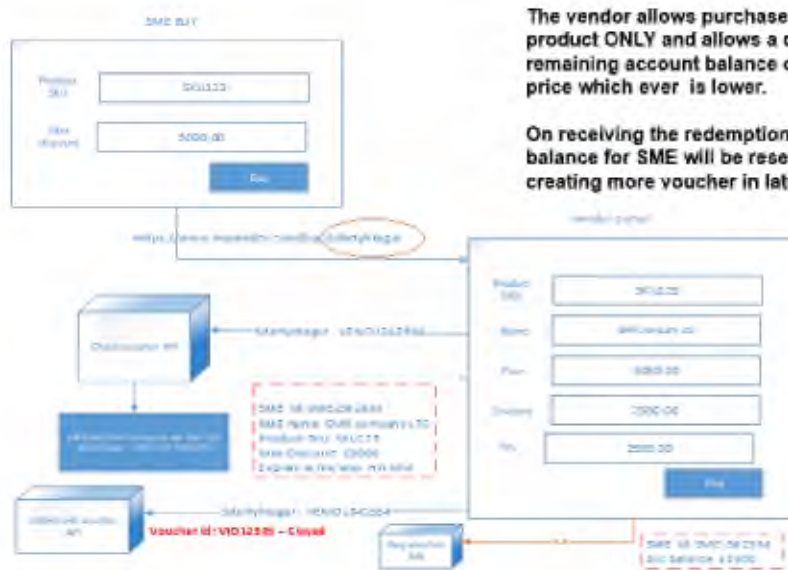


Illustration 11: Grant Token Request



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Illustration 12: Grant Token Redemption



The vendor allows purchase of the approved product ONLY and allows a discount of up to remaining account balance or £5k or 50% on the price which ever is lower.

On receiving the redemption request, A/C balance for SME will be reset to the remaining for creating more voucher in later stages.

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**BEIS HTGD - FINAL ORDER
CONTRACT**

Order Schedule 23 (NOT USED)
Order Ref:

Order Schedule 23 (NOT USED)

DPS Ref: RM6172

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Order Schedule 24 (Special Terms)

Order Ref:

Order Schedule 24 (Special Terms)**1. Incorporation**

The provisions set out in the following part of this Order Schedule 24 (Special Terms) shall apply to and be deemed to be incorporated into this Order Contract. In the event of any conflict or inconsistency between any of these Special Terms and any other provisions of the Order Contract, the relevant Special Terms shall take priority.

2. Definitions

In this Order Schedule 24 unless the context otherwise requires, capitalised expressions shall have the meanings set out in this paragraph 1 (Definitions).

Secure URL means a secure uniform resource locator

3. Exit Management

3.1 On expiry of this Order Contract or in the event of any Termination Notice under this Order Contract, (whether issued by the Buyer or the Supplier), the Supplier shall:

3.1.1 comply with such reasonable instructions as the Buyer may provide in respect of the following matters:

- (a) the administration of the HtG Scheme, including instructions requiring the Supplier to cease issuing any further Grant Tokens or Secure URLs; and
- (b) communications in relation to the HtG Scheme, including instructions requiring the Supplier to cease or modify particular communications directed Vendors or SMEs participating in the HtG Scheme.

3.2 On being requested to do so from time to time, the Supplier shall promptly include in its then current Exit Plan such provision in relation to the matters referred to in paragraph 3.1 of this Order Schedule 24 (Special Terms) as the Buyer may reasonably require.

4. Continuous Improvement

4.1 Order Schedule 3 (Continuous Improvement) will be updated as follows:

4.1.1 clause 1.1 (Buyer's Rights) will be struck out and replaced with:

"The Buyer and Supplier recognise that, where specified in DPS Schedule 4 (DPS Management), the Buyer reserves the right to enforce the Buyer's Rights under this Schedule".

5. Supplier Personnel

The Supplier shall ensure that all Services are provided on an independent and impartial basis and in particular (but without limitation) that no actual or potential conflict of interest arises, or could reasonably be perceived as being at risk of arising.

6. Pricing Variations

6.1 The cost of any Variation pursuant to Contract Term 24 (Changing the contract) and Joint Schedule 2 (Variation Form) shall be calculated and, for the purposes of adjusting the Milestone Payments and/or the Initial Charges, relevant Operational Charges or Future Development Charges (as the case may be) to reflect such cost where necessary, an appropriate and

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proportionate adjustment shall be made to the basis on which such Milestone Payments and/or the relevant Initial Charges, relevant Operational Charges or Future Development Charges (as the case may be) are payable under Order Schedule 5 (Pricing Details).

6.2 The Supplier shall be entitled to increase the Milestone Payment or the relevant component of the Initial Charges, relevant Operational Charges or Future Development Charges (as the case may be) only if it can demonstrate in the Impact Assessment that:

6.2.1 the proposed Variation requires additional resources or additional activity;

6.2.2 any change to the Milestone Payments or the Initial Charges, relevant Operational Charges or Future Development Charges (as the case may be) resulting from a Variation (whether the Variation will cause an increase or a decrease in the Milestone Payments or the Initial Charges, relevant Operational Charges or Future Development Charges (as the case may be)) will be strictly proportionate to the requirements of the Variation and consistent with the approach of the Supplier in its tender submission set out in Order Schedule 4 (Order Tender) and priced on the basis of the rate cards set out in Annex C (Time and Materials) to the Order Schedule 5 (Pricing Details);and

6.2.3 any increase or decrease in the level of resources or activity required for the provision of the Services as amended by the Variation shall:

(a) not result in an adjustment to the economic balance of this Order Contract in favour of the Supplier;

(b) not result in an increase to the Supplier Profit Margin; and

(c) be subject to Audit and shall be treated as Open Book Data.

7. Extension of the Order Contract

7.1 Pursuant to Clause 10.2 (Ending the contract) of the Core Terms, the Buyer has the option to extend the Order Contract.

7.2 Pursuant to the Order Form, the Extension Period is a period of twelve (12) Months.

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- 7.3 Where the Buyer intends to exercise its rights and requires an Extension Period, the Seller acknowledges and agrees that the Charges applicable to the Extension Period shall:
- 7.3.1 be based on the Charges for the year immediately preceding the Extension Period;
 - 7.3.2 in respect of the Core Charges and Transactional Charges only be subject to indexation pursuant to paragraph 11 (Indexation) of Order Schedule 5 (Pricing Details);
 - 7.3.3 not adjust the economic balance of this Order Contract in favour of the Supplier;
 - 7.3.4 not result in an increase to the Supplier Profit Margin; and
 - 7.3.5 be subject to Audit and treated as Open Book Data.
- 7.4 The Supplier shall attend such meetings and shall provide such further or other information, data and documents as the Buyer reasonably requires in order to assess:
- 7.4.1 the Supplier's proposed Charges for the Extension Period; and
 - 7.4.2 compliance with the requirements of paragraph 7.3 of this Order Schedule 24 (Special Terms).
- 8. Treatment of assumptions in the Order Contract**
- 8.1 The Buyer and the Supplier acknowledge and agree that any assumptions relating to the Charges whether:
- 8.1.1 submitted by the Supplier as part of its Order Tender; or
 - 8.1.2 set out in Order Schedule 20 (Order Specification),
- are for information only and shall not be used or relied on for the purposes of requesting or requiring Variations to the Charges payable by the Buyer under this Order Contract.
- 9 Treatment of assumptions in the Order Contract**
- 9.1 The Supplier acknowledges and agrees that to extent that any SME or Vendor suffers financial loss or liability is suffered as a result of incorrect or incomplete advice provided to such SME or Vendor by the Supplier or an incorrect decision, including but not limited to eligibility decisions, is made by the Supplier, the Supplier shall be liable to such SME or Vendor and/or the Buyer for such financial loss or liability.
- 9.2 Notwithstanding any other right or remedy the Buyer may have, the Supplier shall indemnify the Buyer in respect of any claims made by any SME or Vendor seeking compensation for any such loss or liability described in paragraph 9.1 of this Order Schedule 24 (Special Terms).
- 9.3 The Parties have agreed that any amounts paid out by the Supplier pursuant to paragraph 9.1 of this Order Schedule 24 (Special Terms) or under the indemnity in paragraph 9.2 of this Order Schedule 24 (Special Terms) shall be treated as a category of liability which counts towards the limitation of liability of the Supplier set out in clause 11.2 (How much you can be held responsible for) of the Core Terms.

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10 Making grant payments

The Supplier may only make grant payments and issue Grant Tokens during the continuation of the HtG Scheme and subject always to the relevant SME and Vendor having each complied with the terms and conditions for participation in the HtG Scheme and all other applicable rules and requirements under the HtG Scheme and this Order Contract having been complied with.

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