

Scottish Procurement and Commercial
Directorate
More Powers Implementation Procurement Team



Our Ref: CASE/361756

Scottish Government
Procurement and Commercial
Directorate
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09 November 2017

**CALL-OFF CONTRACT FROM THE CROWN COMMERCIAL SERVICE DIGITAL
OUTCOMES AND SPECIALISTS 2 FRAMEWORK - RM1043iv**

FOR THE PROVISION OF LOW INCOME BENEFITS AGILE SERVICE DESIGN

TENDER REF: SP-17-014

Dear [REDACTED]

I refer to the Invitation to Tender (Revised), dated 07 September 2017, all further information, questions and answers managed and recorded via Public Contracts Scotland, your bid dated 19 September 2017, clarifications as detailed in Schedule 2 and our notification of contract award letter dated 13 October 2017.

The contract documentation is enclosed below.

In recognition that work commenced 30 October the effective date of the contract will also be 30 October 2017. The contract will expire on 29 October 2019, unless the contract is terminated in accordance with the above referenced call-off contract's terms and conditions. The said terms and conditions include an option to extend by up to 6 additional months (expiring no later than 29 April 2020).

The Total Maximum Price for the contract shall be £8,283,333 excluding VAT. There is an option to extend the period of the contract by up to 25% and to extend of the original contract value by up to 20% of the original contract value.

CALL - OFF CONTRACT

This Call-Off Contract for the Digital Outcomes and Specialists 2 Framework Agreement (RM1043iv) includes:

Part A - Order Form

Part B - The Schedules

- Schedule 1 - Requirements
- Schedule 2 - Supplier's response
- Schedule 3 - Statement of Work (SOW), including pricing arrangements
- Schedule 4 - Contract Change Notice (CCN)
- Schedule 5 - Balanced Scorecard
- Schedule 6 - Optional Buyer terms and conditions
- Schedule 7 - How Services will be bought (Further Competition process)
- Schedule 8 - Deed of guarantee
- Schedule 9 - Security & Information Assurance Requirements
- Schedule 10 - Grade Descriptors
- Schedule 11 - Key Performance Indicators
- Schedule 12 - Management Arrangements
- Schedule 13 - Community Benefits & Fair Work

Part C – Terms and conditions as at www.gov.uk

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Document and source code management repository
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Standards and quality
20. Security
21. Incorporation of terms
22. Managing disputes

- 23. Termination
- 24. Consequences of termination
- 25. Supplier's status
- 26. Notices
- 27. Exit plan
- 28. Staff Transfer
- 29. Help at retendering and handover to replacement supplier
- 30. Changes to Services
- 31. Contract changes
- 32. Force Majeure
- 33. Entire agreement
- 34. Liability
- 35. Waiver and cumulative remedies
- 36. Fraud
- 37. Prevention of bribery and corruption
- 38. Legislative change
- 39. Publicity, branding, media and official enquiries
- 40. Non Discrimination
- 41. Premises
- 42. Equipment
- 43. Law and jurisdiction
- 44. Defined Terms

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

• Part A - Order Form

Buyer	Scottish Government
Supplier	IBM United Kingdom Limited
Call-Off Contract/Project Ref.	SP-17-014
Call-Off Contract title	Low Income Benefits Agile Service Design
Call-Off Contract description	Develop low income benefits (Best Start Grant, Funeral Expense Assistance, one type of assistance to be defined and an option of one further type of assistance) to initial launch for Social Security to support the delivery of the Scottish Government's <u>strategy for social security and digital transformation</u> .
<u>Call-Off Contract period</u>	
Start date	30 October 2017 (the effective date of the contract)
End date	29 October 2019
(Optional) Maximum Call-Off Contract Extension Period	Up to 25% of the original contract length (6 months)
Latest Extension Period End Date	29 April 2020
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension	1 month
<u>Call-Off Contract value</u>	<p>The Total Maximum Price for the contract shall be £8,283,333 excluding VAT. There is an option to extend the period of the contract by up to 25% and to extend of the original contract value by up to 20% of the original contract value.</p> <div style="background-color: black; width: 100%; height: 40px; margin-top: 10px;"></div> <div style="background-color: black; width: 100%; height: 100px; margin-top: 10px;"></div>

Charging method	Capped time and materials (CTM)	
	Price per story	
	Time and materials (T&M)	
	Fixed price	
	Other pricing method or a combination of pricing methods agreed by the parties	X
Notice period for termination for convenience	3 months	
Purchase order No.	TBC	
Initial SOW package	To follow	

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iv).

Project reference: DOS-SP-17-014

Buyer reference: **SP-17-014**

Order date: 06 November 2017

Purchase order: To be provided with each SOW

From: the Buyer

Scottish Government
2 Victoria Quay
Edinburgh
EH6 6QQ

To: the supplier

IBM United Kingdom Limited
Supplier phone: +44 7920 182098
Supplier's address:
P.O. Box 41
North Harbour
Portsmouth
Hants
PO6 3AU
Company number: 00741598

Together: the “Parties”

Principle contact details

For the Buyer:	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]
For the supplier	Name:	[REDACTED]
	Title:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]

Call-Off Contract term

Commencement date:	30 October 2017 and is valid for 24 months.
Maximum Extension Period	6 months (not to exceed 25% of the initial Call-Off Contract period).
Latest End date of any Extension Period	29 April 2020

Buyer contractual requirements

Digital outcomes and specialists services required:	For the provision of Low Income Benefits Agile Service Design
Warranty period	90 days from the date of Buyer acceptance of release.
Location:	Scottish Government offices in both Victoria Quay in Edinburgh and Atlantic Quay in Glasgow.
Staff vetting procedures:	The level of clearance for this requirement is: Basic Disclosure and BPSS Clearance in addition to vetting procedures described in Schedule 12 Management Arrangements
Standards:	The Digital First Service Standard will apply
Limit on supplier's liability:	Remains various shown within the Call-Off Contract terms
Insurance:	Remains various shown within the Call-Off Contract terms

Supplier's information

Commercially sensitive information: Refer to Schedule 2, Part 6

Subcontractors / Partners: n/a

Call-Off Contract Charges and payment

The method of payment for the Call-Off Contract Charges (GPC or BACS) BACS

Invoice details For the attention of [REDACTED]
Who and where to send invoices to: Accounts Payable Team
 Scottish Government
 Area 3A North, Victoria Quay
 EDINBURGH, EH6 6QQ

Invoice information required – eg PO, project ref, etc. Purchase order number
 Title – Low Income Benefits Agile Service Design
 Directorate – Social Security
 Project Ref – SP-17-014
 Details of work undertaken and deliverables met.

Invoice frequency Milestone payments in accordance with Schedule 12 Management Arrangements and agreed milestones within each SOW.

Estimated Call-Off Contract value: **£8,283,333 excluding VAT** with the option to extend by up to 20% of the original value of the contract.

Call-Off Contract Charges:

1. Payment shall be based on the completion of agreed Milestones and these Milestones will always be tied to capability delivery, where possible. The Buyer shall pay the Supplier in arrears following demonstration by the Supplier and acceptance by the Buyer that a Milestone has been achieved.
2. With exception of the final Milestone payment the Buyer shall pay the Supplier up to 40% of the agreed price for the SOW spread out across the remaining Milestones. The percentage spread shall be proportionate to the scope of each Milestone.
3. The final Milestone shall be the completion of all activities or deliverables as described within the SOW. The final Milestone payment shall be no less than 60% of the agreed fixed price for the SOW. These Milestone payment proportions are provided as a guide. Alternative proportions can be proposed with each SOW and will be considered and agreed on a case by case basis.

4. Should the Supplier fail to achieve a Milestone by the agreed date the Buyer reserves the right to withhold payment for that Milestone until it has been achieved subject to demonstration by the Supplier and acceptance by the Buyer.

Additional Buyer terms

Warranties, representations and acceptance criteria No additional requirements

Supplemental requirements in addition to the call-off terms Refer to Schedule 6

Buyer specific amendments to/refinements of the Call-Off Contract terms Scots Law will be the Governing Law applicable to the contract.

Specific terms: Changes to clauses 13.1, 13.4, 13.5, 13.6, 13.10, 13.11 and 13.12 as agreed by email dated 10 October 2017



Clause	Minimum number of days held within the Call-Off Contract
6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
29 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
31 Contract Changes	Remains Five (5) Working Days
32 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
34 Liability	Remains various shown within the Call-Off Contract terms

Formation of Contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A), the Schedules (Part B) and the Call-Off Contract terms and conditions (Part C) and by signing below agree to be bound by this Call-Off Contract.

1.3 In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").

1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part C. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iv (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.
- (C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	Supplier:	Buyer:
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:		
Date:		

- **Part B - The Schedules**
- **Schedule 1 - Requirements**

LOW INCOME BENEFITS AGILE SERVICE DESIGN

Index:	
Paragraph	Title
1.	Introduction
2.	Background
3.	The Social Security Programme
4.	The Chief Digital Officer
5.	The Digital Ecosystem Unit
6.	Low Income Benefits
6.1	o Best Start Grant (incorporating Healthy Start Vouchers)
6.2	o Funeral Expense Assistance
6.3	o Job Grant
7.	Implementation Timeframe
8.	Methodology and Ways of Working
9.	Scope and Deliverables
10.	Hosting, Support, Licensing Scope and Deliverables
Annex:	Title
A:	Discovery Report
B:	Alpha 1 Report
C:	Alpha 2 Report
D:	Alpha 1: Overview of Scope
E:	Alpha 2: Overview of Scope
F:	Overview: Approach to Digital Transformation
G:	System Quality Attributes
H:	Our Approach to Digital
I:	Low Income Benefits resources and job descriptions
J:	MVP Implementation
K:	Backlog of user stories from Alpha 1 and 2

1. **INTRODUCTION**

- 1.1 Scottish Ministers require a Supplier to develop low income benefits (Best Start Grant, Funeral Expense Assistance, one type of assistance to be defined and an option of one further type of assistance) to initial launch for Social Security to support the delivery of the Scottish Government's strategy for social security and digital transformation.
- 1.2 The Supplier will deliver a solution for low income benefits. Work is on-going to evaluate platforms solutions for the delivery of all benefits being devolved to Scotland. The Supplier will be required to plan and undertake migration to, and make use of, any other platforms – in addition to their own – as they become available within the timescale of the contract.
- 1.3 The components used for the delivery of the low income benefits solution will be evaluated as part of on-going technology appraisal work and may form part of the platforms solutions for delivery of all benefits. The Supplier will collaborate to design and deliver the Low Income benefits solution to go live, including support.
- 1.4 Activity has already taken place to establish a Service Pattern and the capabilities that a Social Security System for Scotland will require, alongside early prototyping and market research, details of which can be found in **Annexes A, B and C**. Prototyping has established that multiple benefits could be managed within a single case management platform integrating with other technology components required for delivery of the end-to-end service.
- 1.5 The Supplier will be prepared to integrate their platform with different commercial and public-service offerings and to provide input into the evidence gathering to allow decisions to be made through the Programme Governance channels. There will also be a need to provide alternative channels to digital e.g. paper applications.
- 1.6 Key questions and constraints which will inform platform selection include:
- The need for solutions to integrate with master data existing out with the platform;
 - Whilst the intention is to use cloud-based technology there may be a need for some data to remain on-premise and therefore solutions should also have the potential to be based on-premise, or have hybrid options both in terms of the platform and where data is stored.
- 1.7 The Supplier will work with the Scottish Government's (SG) Social Security Directorate (SSD) – including the Programme Management and Delivery (PMD) Division and the Chief Digital Office (CDO) Division. SSD referred to herein as the Buyer. The Supplier will be responsible to the Buyer. The Framework Supplier will work as part of a co-located team and will be embedded with members of SSD and supported by SG's Digital Directorate at SG offices in both Atlantic Quay in Glasgow and Victoria Quay in Edinburgh. The Supplier will be required to work with and alongside other contractors as appointed by the Buyer.
- 1.8 The Supplier will have extensive experience of using Agile techniques to design services and develop them through Discovery, Alpha, Beta to Live, and support using combinations of developed components and commodity cloud components. The

Supplier will also have specific expertise of co-located Agile project delivery (see <https://www.gov.uk/service-manual/phases> for overview).

- 1.9 The successful Supplier will be expected to align development with existing teams and existing Suppliers working across other Social Security projects, specifically the business architecture project.

2 BACKGROUND

- 2.1 The Smith Commission proposed the devolution of significant welfare powers to the Scottish Parliament. Many of these powers are set out in the new Scotland Act 2016. Once fully enacted, social security benefits in excess of £2.7bn will be transferred from the UK Parliament, including powers to create Scottish benefits. This will allow the SG to establish many elements of a Scottish social security system.
- 2.2 This is a priority programme for the Scottish Government and the output of this work will influence the provision of social security services to the citizens of Scotland.
- 2.3 This work is informed by earlier work in the form of an initial Discovery, Alpha 1 and Alpha 2 development. Reports are attached as part of the **Annexes A, B, & C**.
- 2.4 Work to date:
- Discovery – May to September 2016
 - Alpha 1 – September to November 2016
 - Alpha 2 – January to April 2017
- 2.5 The Discovery phase provided a high-level understanding of the service required to administer devolved benefits, and the processes systems and technologies required to support a new social security service.
- 2.6 Alpha 1 developed a distinct element of that overall service, case management, looking at the generic and benefit-specific processes required to underpin that element of the service. See **Annex D** for an overview of the scope for Alpha 1.
- 2.7 Alpha 2 extended Alpha 1 work, prototyping the components of an end-to-end service for two benefits: **Best Start Grant** and **Funeral Expense Assistance**. See **Annex E** for an overview of the scope for Alpha 2.

Alpha 2 deliverables included:

- Online application form for Best Start Grant
- Wireframe development for Funeral Expense Assistance application form
- Options appraisal for Case Management Systems
- Options appraisal for ID verification
- Prototype implementation of identity verification
- Online application form for change of circumstances

3 THE SOCIAL SECURITY PROGRAMME

- 3.1 SSD within the SG is charged with taking forward the Scotland Act 2016 powers on devolved benefits. The Social Security Programme has been established to provide the governance and structure for delivering the required capabilities.
- 3.2 The SG has announced its intention to set up a new social security agency for Scotland that is part of the Scottish Government family.
- 3.3 The SG's overarching objective is for the agency to place people at the heart of the system and align with its principles for social security to create a service that treats people with dignity and respect. In March 2016, the SG set out its vision and principles for social security:
- **Principle 1:** Social security is an investment in the people of Scotland.
 - **Principle 2:** Respect for the dignity of individuals is at the heart of everything we do.
 - **Principle 3:** Our processes and services will be evidence based and designed with the people of Scotland.
 - **Principle 4:** We will strive for continuous improvement in all our policies, processes and systems, putting the user experience first.
 - **Principle 5:** We will demonstrate that our services are efficient and value for money.
- 3.4 Within the Social Security Programme, there are five projects:
- Business Architecture
 - Low Income Benefits
 - Disability Benefits
 - Ill-Health, Carers and UC Flex
 - Agency Implementation
- 3.5 The Low Income Benefits Project aims to design, develop and implement processes and systems required to administer Best Start Grant, Funeral Expense Assistance, Job Grant, Winter Fuel Payments and Cold Weather Payments. **Winter Fuel Payments and Cold Weather Payments are out of scope of this engagement.**
- 3.6 The Business Architecture Project oversees the design and delivery of the required technical business platforms, tools, services and capabilities together with the design of the cross-cutting processes and strategies, including for data, required for administering social security arrangements in Scotland.
- 3.7 The Supplier will work closely with the Low Income Benefits and Business Architecture projects in particular but will have impact across all five Social Security Programme projects and will be required to engage with all five.

4 THE CHIEF DIGITAL OFFICER DIVISION

4.1 The Chief Digital Officer (CDO) Division, within SSD is responsible - via the Business Architecture Project - for delivering the infrastructure, capability and digital solutions that will support the Social Security Programme and ultimately the new Agency. Key focus areas of the CDO Division are:

- Architecture and overall design
- Integration architecture and design
- Technologies and platforms
- Digital Risk and Cyber Protection
- Operational Delivery and Capability
- Commercial Arrangements

5 THE DIGITAL ECOSYSTEM UNIT

5.1 The Digital Ecosystem Unit (DEU) sits within SG's Digital Directorate and is designed to inject further pace into the delivery of online digital public services and enhance the process of "digitising government". It aims to support Scottish Ministers in setting a direction of travel for the Scottish public sector that will:

- put users at the heart of the development and delivery of digital information and services
- hasten the development of online transactional services
- introduce and secure the use of common operational platforms and business capabilities
- increase the use of the cloud for commodity service components
- support the development and delivery of digital strategies and thinking across central Scottish Government
- realise significant customer service improvements and/or operational efficiencies as a result of the above

5.2 DEU is responsible for the implementation of the national digital transformation strategy for the Scottish public sector. The DEU works in partnership with other teams in the Digital Directorate, and alongside SSD and the CDO Division, and has already delivered a Discovery and assisted with two Alpha projects with external suppliers. This joint team is now engaged in taking forward a number of projects with the aim of delivering live Social Security services.

See **Annex F** for an overview of our approach to Digital Transformation.

6 LOW INCOME BENEFITS

6.1 Best Start Grant (incorporating healthy start vouchers)

Scottish Ministers have made a policy commitment to create a new Best Start Grant (BSG). The BSG will replace the existing Sure Start Maternity Grant (SSMG) administered by the Department for Work and Pensions (DWP).

We have announced, subject to consultation, that we plan to integrate the administrative systems for BSG and Healthy Start Vouchers.

Currently, the SSMG is available to recipients or partners of recipients on a qualifying benefit and who are expecting their first child only.

Our aim is to design a benefit that is easy to access and that provides effective financial support to qualifying families at key points during early years, as part of a wider package of early years support. The Scottish Government has made commitments to:

- Increase the maternity payment for first children from £500 to £600.
- Introduce payments of £300 on the birth of second and subsequent children.
- Introduce new payments of £250 at two key points in the early years (around nursery and beginning school).
- Increase the application window for the maternity payment.

Currently, the Healthy Start Voucher Scheme is administered by a third party provider under contract to the Department for Health and entitles low-income pregnant women and families with children up to the age of 4 to receive vouchers for certain foods (£3.10 per week). Recipients are on a qualifying benefit, except for pregnant teenagers (under 18) who receive the scheme on a universal basis. Scottish Ministers are considering changes to the current scheme for Scotland, how it is delivered and what any transition arrangements may need to be put in place.

6.2 Funeral Expense Assistance

Funeral Payment (FP), currently administered by the DWP, is a payment for people on certain low income benefits who are responsible for paying for a funeral. The FP is available only to individuals who meet certain eligibility criteria (e.g. being in receipt of a benefit) on their relationship with the deceased.

The FP currently provides financial support for:

- the cost of the purchase of graves and burial or cremation fees which is uncapped; and
- up to £700 towards other costs associated with the funeral, such as a coffin, a hearse, funeral director fees, minister's fees, and flowers.

The SG has committed to:

- reach more people with the FP to help reduce the need for borrowing by individuals on low incomes;
- create a more predictable benefit, so that people can make better informed decisions when they are committing to pay for a funeral; and
- process applications within ten working days of receipt of a completed application and make payments as soon as practicable thereafter.

This benefit will be known as Funeral Expense Assistance in Scotland.

6.3 Job Grant

SG is committed to introducing a Job Grant for young people, aged 16-24 years, who are returning to work after a period of 6 months unemployed. It is a payment of £100 for single people or £250 for people with children plus a 3 month bus pass. Our aim is to help young people meet the costs of getting into, or back to employment, and improve labour market and health outcomes for young people.

7 IMPLEMENTATION TIMEFRAME

- 7.1 Dates for the implementation of the service for each Low Income Benefit in scope will be agreed by the Buyer. The Supplier must work to an assumption of delivering by summer 2018 a solution capable of public beta at some point thereafter with remaining functionality delivered during the remainder of the contract.
- 7.2 At each stage of development (Discovery, Alpha, Beta) a Digital First Standard Assessment will take place and require a pass prior to moving to the next stage. The Supplier will be required to prepare for and participate in all assessments. The anticipated dates for these assessments will be discussed with the Supplier well in advance.
- 7.3 The Supplier will be required to take part in and support further assurance activity in place within the Social Security Programme. This will be discussed with the Supplier in advance.
- 7.4 A contract renewal checkpoint will take place in April 2018. At the checkpoint a review of the deliverables will take place and be assessed against System Quality Attributes (**Annex G**).

8 METHODOLOGY AND WAYS OF WORKING

- 8.1 The supplier must state where they have developed or provided solutions or technologies of a similar scale within a welfare payments environment (or similar). The response should provide an indication of the scale of the solution provided, the number of operational users, and where broader integration with others systems has been achieved.
- 8.2 The Buyer, with the support of the Supplier, will identify potential shared capabilities, evaluate which common capabilities add most value to social security and develop them so that they can be used across services in Scotland. Knowledge transfer from digital experts to key SSD staff will increase the capacity and capability within the core team.
- 8.3 The Supplier will:
- adopt established Buyer methodologies with regard to user-focused agile software development:
 - <http://scottishgovernment.github.io/assessments/agile-overview/>. See
 - **Annex H** provides an overview of our methodology and ways of working.
 - align service design and development to the Digital First Service standard mandated for all new public services in Scotland. <http://scottishgovernment.github.io/standards/digital-first/>. This will include

undertaking Digital First Service Assessments at key points (Discovery, Alpha, and Beta) throughout the development.

- co-locate with the Buyer team in Victoria Quay, Edinburgh and Atlantic Quay, Glasgow.
- provide resources that will work full-time (9am – 5pm) throughout the programme.
- bring resources e.g. developers onto the project at appropriate times and only when needed. This will be in agreement with the Buyer. Costs not subject to a fixed cost will be linked to agreed prices in a rate card.
- work onsite throughout the programme with a clear commitment to time on-site (travel time will not be considered to be time on-site)
- use agile working practices and ceremonies including stand-ups, show and tells, retrospectives throughout the delivery.
- undertake user research and service design with end users aligned to the Scottish Approach to Service Design and ensure research findings and recommendations are applied to design and build iteratively throughout the contract. Proposed individuals should demonstrate experience in undertaking research on sensitive topics and supporting engagements with users with additional needs. Where possible SG will support recruitment of existing benefit recipients through Experience Panels. However, alternative routes will be required for users who are not in receipt of benefits, staff users, and other third parties such as third sector staff and advocates, for which the Supplier is required to take responsibility. An outline job description for the expected user researcher role is attached at **Annex I**.
- have specific experience of delivering user research to agreed ethics standards when engaging with vulnerable user groups on sensitive issues.
- design services so that they can be shared and reused to deliver common business capabilities across the Scottish public sector.
- develop architecture artefacts to capture and communicate common understanding within the team and with wider stakeholders.
- develop services that provide an inbuilt capability to monitor and report on security log events (commonly referred to as Protective Monitoring) to government standards such as Good Practice Guide 13 or alternatively develop appropriate feeds to a separate monitoring facility owned by the Buyer.
- work with the Buyer during a two-week mobilisation period at the beginning of the contract to ensure SG security clearances (Baseline Personnel Security Standard) are completed and induction and project planning is completed. BPSS clearance is a requirement for access to SG buildings and/or systems.
- ensure that all proposed individuals for the contract have a certificate for basic disclosure, completed by Disclosure Scotland prior to the contract start date. **This can take 2 weeks or more to complete.**
- ensure appropriate attendance at open session Social Security Project and Programme Boards together with any other open session meetings or boards as required by the Buyer on behalf of the Social Security Programme.

8.4 The Supplier will propose their own schedule of work as part of the response to this ITT. The schedule will outline key milestones including:

- a project kick off meeting to discuss the work to date, requirements, and proposed methodology
- regular meetings to manage the delivery of outputs through daily huddles/ stand-ups, sprint review and planning meetings

- regular updates (by phone or email) with the designated Scottish Government contact throughout the period of development
 - daily stand-ups, show and tells, retrospectives
 - Digital First Service Standard assessments
- 8.5 The Supplier will provide staff profiles and a resourcing schedule for proposed individuals who will work as part of this contract. As part of this a resourcing overview for Low Income Benefits is provided at **Annex I** including job descriptions for some of the anticipated roles that will be filled by the Supplier.
- 8.6 The Supplier will supply a fully documented escalation matrix within their organisational structure to deal with issues that cannot be resolved within the programme.

9 SCOPE AND DELIVERABLES

9.1 Benefits in Scope

- 9.1.1 The scope of this contract is to assist in the delivery of three Low Income Benefits.
- 9.1.2 The Supplier will collaborate to design and deliver the required solutions through to production and provide ongoing application maintenance and support.
- 9.1.3 This requirement covers the provision of Discovery, Alpha and Beta implementations for Low Income benefits being devolved to Scotland. For the benefits to be delivered the following will be required:
- Best Start Grant – Alpha, Beta;
 - Funeral Expense Assistance – Discovery, Alpha, Beta – building on capabilities delivered for Best Start Grant;
 - One assistance with a similar service design pattern such as Job Grant – Discovery, Alpha, Beta – again building on capabilities already delivered;
 - Option for one further assistance with a similar service design pattern – Discovery, Alpha, Beta – again building on capabilities already delivered.
- 9.1.4 The Supplier will ensure that (a) benefit information across the in-scope benefits – including if the fourth option is taken up - is modelled into a single, integrated data model and (b) common data and business function across the 3 in-scope benefits is identified and delivered once.
- 9.1.5 The Supplier must deliver a solution capable of delivering on-line forms aligned to the Mygov.scot standards for all citizen interactions including Best Start Grant applications, Funeral Expense Assistance, applications for the one type of assistance to be defined and those for the option assistance and change of circumstances that affect benefits.

9.2 User Volumes & Locations

- 9.2.1 The supplier should model their costs proposal or offering based on an initial 1000 users which will grow from 100 upwards in incremental blocks of 250

users. It is envisaged that eventually there will be 2000 users by the year 2020.

- 9.2.2 It is anticipated that around 700-800 Social Security users may need to access any solution remotely via government build laptops and similar mobile devices using a VPN connection. The supplier must incorporate such connectivity methods into any proposed model or solution but note that mobile devices and the VPN infrastructure will be provided by the Social Security Programme/Agency.
- 9.2.3 The supplier should expect the system to be accessed from more than one location simultaneously and model any solution to cope with a possible failover where a greater number of users may connect or use the system from more than one location in the event of business continuity arrangements being invoked.
- 9.2.4 **Annex J** provides an overview of the scope of the individual capabilities required to be delivered as part of this contract. The existing backlog of user stories developed as part of Alpha 1 and 2 are also included at **Annex K**. “The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.”

9.3 Identity Verification

- 9.3.1 The Supplier will provide a solution for verifying the identity of individuals using data provided by them against social security systems and external third parties. This verification must be capable of being used by multiple channels including through social security staff where citizens utilise telephony or paper channels.
- 9.3.2 The Supplier must deliver a solution capable of validating a citizen’s identity to enable access to partially-completed application forms and request changes of circumstances. The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.

9.4 Telephony Integration

- 9.4.1 The Supplier must demonstrate that the proposed solution is capable of integration with call-centre scale telephony systems.

9.5 Authentication & Authorisation

- 9.5.1 The Supplier must provide a solution to enable agency staff access to the case and customer relation solution and associated elements.
- 9.5.2 This solution must enable user registration, role-based access control, user deletion, credential management and delegated account management.
- 9.5.3 The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.

9.6 Migration

- 9.6.1 The Supplier must collaborate with other teams within the programme to share knowledge regarding chosen and potential solutions to help inform strategic thinking and facilitate migration planning.
- 9.6.2 The Supplier must provide a solution to consume migrated data in a 3rd party format, transform it to agreed format and load into the core case and customer relation solution. The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.
- 9.6.3 The Supplier may be required to support the migration of existing caseload data from third parties e.g. DWP, and also the Department of Health.

9.7 Document Management

- 9.7.1 The Supplier must provide a document management solution integrated with other elements of the solution, including scanning services, to store digital copies of paper application forms and digital copies of evidence supplied by citizens.
- 9.7.2 The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.

9.8 Validation Services

- 9.8.1 The Supplier must provide an address validation solution integrated with other elements of the solution to validate UK postal addresses. The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.
- 9.8.2 The Supplier must provide a bank and building society validation solution integrated with other elements of the solution to fully validate account numbers and sort codes. The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.
- 9.8.3 The Supplier must provide an organisational lookup solution integrated with other elements of the solution to validate or capture organisation details such as funeral directors and General Practitioner surgeries.

9.9 Payments & Accounting

- 9.9.1 The Supplier must provide a solution for financial accounting to allow for the recording and reconciliation of financial transactions.
- 9.9.2 The Supplier must provide a solution capable of managing payments. This will include: extracting payments, making payments via BACS / Faster Payments, handling error/rejection and managing payment reconciliation.
- 9.9.3 The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.

9.10 Case Management

9.10.1 The Supplier must provide a solution capable of delivering case and customer relation services including:

- API based integration to interact with citizen facing on-line elements
- Web based on-line interface for social security staff to interact for all business processes
- Contact management
- Benefit claim storage and processing
- Benefit assessment
- Benefit payment calculation
- Appeals management
- Recalculation based on changes of circumstances
- Evidence capture
- Workflow management
- Rules management
- Bi-directional 3rd party data integration through loosely coupled data integration solution
- Document composition e.g. letter, SMS and e-mail for citizen and organisation
- Loosely coupled integration to external services, if not part of core solution, such as address validation, bank validation, document repository, notifications, printing and telephony
- Ability to hold voucher management information

9.11 Integration

9.11.1 There will be a requirement for many technical interfaces to be provided or developed to other UK Government and 3rd-party systems, particularly those within DWP. The supplier should state clearly if any work of this nature has been done before with any UK Government Department or body and detail such interfaces, indicating if any or all of such work is available for partial or full reuse.

9.11.2 The solution must be capable of integration with the DWP Customer Information Service (CIS), should we choose to utilise CIS, to manage personal details via their existing API service.

9.11.3 The solution must be capable of integration with the DWP Central Payments System (CPS), should we choose to use CPS to manage payments to citizens.

9.11.4 The solution must be capable of integration with a 3rd party smartcard payment provider for Healthy Start.

9.12 Output Management

9.12.1 The Supplier must provide a solution capable of utilising external notification services to deliver letters, e-mail and SMS notifications produced by document composition element.

9.13 Fraud, Error & Debt

- 9.13.1 The Supplier must provide a solution capable of managing debt, fraud and compliance.
- 9.13.2 The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.

9.14 Security, Audit & MI

- 9.14.1 The Supplier must comply with the security conditions contained within the Security Schedule.
- 9.14.2 The Supplier must provide a solution that creates, extracts, stores and provides analysis for audit records. The audited activity must include all access/modification of personal, security and financial data.
- 9.14.3 The Supplier must provide a solution that creates, extracts, stores and provides management information reports.
- 9.14.4 The Supplier's solutions must be capable of exporting their data in a format consumable by another service. This is to facilitate data warehousing and data migration between solutions.
- 9.14.5 The Supplier will be required to plan and undertake migration to, and make use of, other solutions should they be identified and deployed within the project.

9.15 Training Services

- 9.15.1 The Supplier must deliver a training environment or model office environment with duplication of all platforms and functions to enable Social Security staff to be trained on all stages and processes, making use of anonymised data.

9.16 Scalability

- 9.16.1 The Supplier will be responsible for ensuring that solutions delivered as part of this contract are robust and capable of scaling to accommodate future benefits.

9.17 Exit Strategy

- 9.17.1 The Supplier must provide an exit strategy for all services delivered by them to facilitate migration planning and migration to alternative solutions. This exit strategy is subject to change throughout the period of the contract due to the agile approach being followed.
- 9.17.2 The Supplier must review the exit strategy regularly and present this for agreement by the Buyer at three month intervals to ensure their requirements are met. These requirements may be developed and clarified further during the lifetime of the contract. In addition, the strategy must be reviewed, updated and presented for approval by the Buyer whenever there are changes to the requirement within the agreed scope of this specification.

9.18 Deliverables

- 9.18.1 The Supplier must deliver user research deliverables to capture all knowledge gained during user research including updated user journeys, user personas, interview results, usability testing results, user research scripts, and sense-making session results as well as contribute to associated user stories.
- 9.18.2 The Supplier must deliver user experience (UX) deliverables to capture all knowledge gained during UX work including updated wireframes and paper form designs aligned to the Mygov.scot standards, as well as contributing to associated user stories.
- 9.18.3 The Supplier must deliver business analysis (BA) deliverables to capture all knowledge gained during BA including interview results, business rules, workflows, process maps, 3rd party interface specifications and financial analysis as well as contributing to associated user stories.
- 9.18.4 The Supplier must provide details regarding technology decisions made by them in order to populate technical options appraisal documents which are required for Digital First service standard compliance and future evaluation of decisions that have been made.
- 9.18.5 The Supplier must deliver all architecture artefacts and technical documentation to capture all knowledge gained during the project as well as contribute to associated user stories. This would include contributing to:
- Architecture Description including context, concurrency, deployment, development, functional, informational and operational views
 - System Quality Specification
 - Architecture Repository
 - Architecture Building Blocks
 - Solution Building Blocks
 - Architecture Vision
 - Architecture Principles

More information on architectural standards is available at:
<https://github.com/scottishgovernment/arch-reference-library>

10 HOSTING, SUPPORT, MAINTENANCE AND LICENSING SCOPE AND DELIVERABLES

- 10.1 The Supplier will be responsible for providing full support and disaster recovery for the service. They will outline the support model to be provided at each phase of delivery through initial launch.
- 10.2 Hosting – The Supplier will be expected to align with the SG's latest hosting strategy – this recommends Cloud in the first instance. The Supplier must be capable of providing hosting services flexible enough to support hybrid or on-premise delivery of some or all components of the solution depending on emerging requirements identified during the project.

<https://beta.gov.scot/publications/scotlands-digital-future-data-hosting-data-centre-strategy-scottish-public/>

- 10.3 The Social Security architecture will be predicated on the use of various components which will either be cloud hosted or provided by another government department or service. Any proposed solution or model must be able to cope with a distributed architecture with components hosted in numerous locations across the UK.
- 10.4 Where Cloud hosting is being proposed, any solution must allow for some infrastructure environments and elements to be managed by the Chief Digital Officer Division.
- 10.5 The Supplier must provide details of how they will work with Scottish Government early in the project to develop a hosting cost model for the lifetime of the contract based on the information provided to date within the SoR. This model must include all quality attributes detailed in **Annex G**.
- 10.6 As the architecture develops the Supplier is required to provide an updated cost model in relation to hosting for the lifetime of the contract.
- 10.7 Where the supplier uses Cloud hosting capabilities with virtual infrastructure, such infrastructure builds and any associated scripts/automations must be fully documented and passed to the Chief Digital Officer Division without IPR restrictions.
- 10.8 The Supplier during the contract will liaise with the Buyer and Digital Directorate regarding transfer of capabilities at contract end.
- 10.9 The Supplier will be expected to align with the National Cyber Security Centre's Cloud Security Principles where cloud infrastructure is part of any proposed solution.
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 10.10 All data to be primarily hosting in the UK however for resiliency data can reside in the European Economic Area (EEA).
- 10.11 The Supplier must provide secure connectivity between cloud, on-premise and hybrid elements of the service. The Provider must be capable of providing flexible connectivity including VPN and dedicated PSN connection between elements.
- 10.12 Connectivity by some remote and mobile users may be initiated from geographical areas of Scotland which may have limited mobile/Wi-Fi/Broadband connectivity. The supplier should indicate how any proposed solution or offering would handle such connections, particularly around session management.
- 10.13 The Supplier will enable the SG to monitor on-going costs for hosting.
- 10.14 Change Control. The Supplier must provide details of their change control procedures and how these will be integrated into agency-wide change control processes.
- 10.15 System Quality Attributes. The full set of attributes needed to ensure the required quality for the service is attached at **Annex G**. These include:

Scalability (applicant facing service)	It is expected that there will be peaks of activity in concurrent applications which will require the Supplier to ensure scalability to meet demand. Taken at a flattened out average, this may be seen as:
----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<ul style="list-style-type: none"> • 60 concurrent applications for any of the Low Income Benefits • 150 applications per day, per benefit for each of the Low Income Benefits <p>However, peaks of activity will take place either within a 24 hour period, between different days of the week or between different weeks or months of the year requiring significantly higher concurrency scalability. The Supplier will work during Alpha and Beta to refine this understanding and ensure scalability to meet demand.</p>
Availability (applicant facing service)	99.999% availability for online applications
Recoverability	Recovery time objective of less than 4 hours Recovery point objective of zero data loss.

- 10.16 The Supplier will provide advice and recommendations on licences required to the Buyer for the development and operational running of the service for a decision to be made by the Social Security Programme.
- 10.17 The Supplier will provide full licence model details including licence maintenance and cost model where known. For example CPU core, concurrency, proprietary or open source.
- 10.18 The Supplier will be responsible for licence costs of individual components of the service (e.g. Case Management System) during discovery and alpha stages and will acquire licences on behalf of the Buyer. The Supplier will provide recommendations to the Buyer on licensing arrangements once the service reaches Beta stage. This will include licence costs. These recommendations will require approval from the Buyer before accepting. Licence costs will be paid with 250 licenses payable at the point of contract and further licenses becoming payable as required within the second year. The Buyer reserves the right to purchase licences out with the contract if there is a better value option available.
- 10.19 The Supplier should provide full licence model details including licence and maintenance cost models where known.
- 10.20 The Supplier will assist in transferring licence arrangements to Scottish Government.
- 10.21 The Supplier will be required to plan and undertake transferring of software licensing arrangements to the agency.
- 10.22 The Supplier will provide a solution for modifying or exiting a cloud service, used wholly or partially to deliver the solution directly or via a 3rd party, should the service prove inappropriate. The (non-exhaustive) types of conditions that would trigger modification must include:
- Delivering less than advertised service levels, contacts, support or expectations
 - Breakdown of relationship with provider
 - Provider modifying service levels for the service
 - Provider modifying pricing or pricing model for the service

- Provider modification of terms and conditions for the service
- Expiration of contract or agreement supporting the delivery of the service e.g. existing enterprise agreement
- Data, security or privacy breach
- Provider inability to stay competitive with industry features

Annex A – Social Security Discovery report



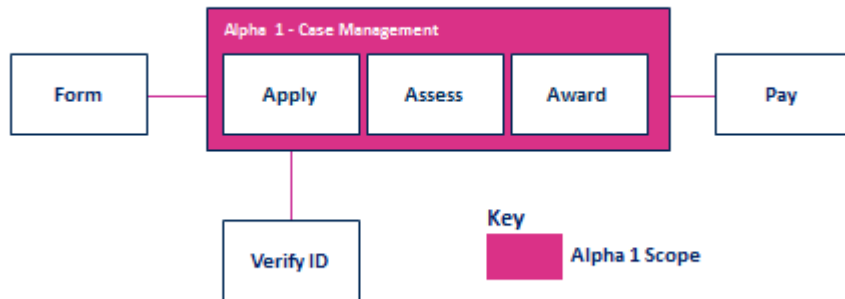
Annex B – Social Security Alpha 1 report



Annex C – Social Security Alpha 2 report

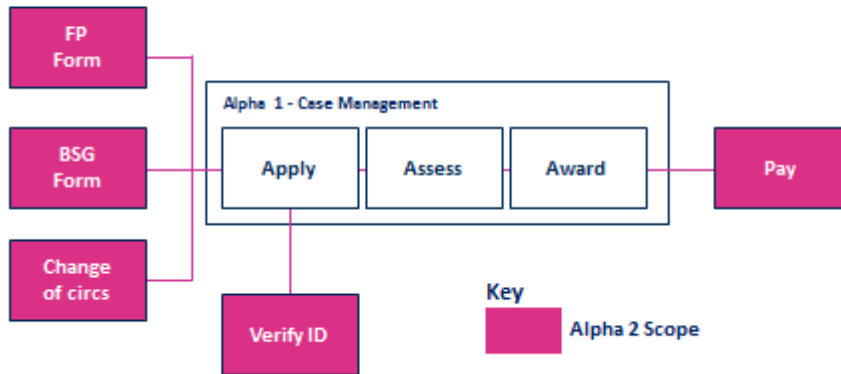


Annex D – Alpha 1 scope



Annex E – Alpha 2 scope

Alpha 2 – end to end



Annex F – Our Approach to Digital Transformation



Our Approach to Digital Transformation

Annex G – System Quality Attributes



Annex H – Our approach to digital



DEU - Social Security - Methodology.pdf



Annex - How we work.docx

Annex I – Low Income Benefits Resources and Job Descriptions



Low Income Benefits - Team.pptx

User Researcher



User Researcher -
Job Description.docx

Scrum Master / Agile Coach



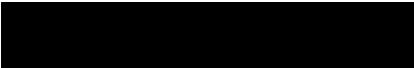
Scrum Master - Job
Description.docx

User Experience Designer

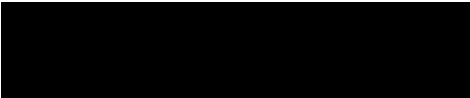


UX Designer - Job
Description.docx

Annex J – MVP implementation



Annex K - Backlog of user stories from Alpha 1 and 2



- Schedule 2 - Supplier's response**

Index:		
Part	Section	Title
1:		Form of Tender to the Scottish Government
2:		Response to Technical and Cultural Fit Questions
	A:	o Technical Competence
	B:	o Cultural Fit
3:		Pricing Schedule
4:		Exit Management
5:		Conflict of Interest
6:		Supplier Sensitive Information
7:		Escrow Arrangements
8:		Sub-contracting Arrangements
9:		Clarifications

Part 1 - Form of Tender

[Redacted]

Part 2 – Technical Q1 – Q6

[Redacted]

Part 2 – Technical Q7 - Q14 & Cultural Fit Q1 – Q5

[Redacted]

[Redacted]

Parts 4 to 8

[Redacted]

Part 3 Pricing Schedule (REVISED)

[Redacted]

Part 9 - Clarifications

Email Clarifications

From	To	Subject	Date	Time	Clarification
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	28 September 2017	11:32	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	Low Income Benefits - Clarification 2	29 September 2017	11:59	[REDACTED]
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[REDACTED]

[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	04 October 2017	11:23	[REDACTED]
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[REDACTED]

[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	12 October 2017	10:49	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	5 October 2017	11:21	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	6 October 2017	10:35	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	6 October 2017	12:01	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	6 October 2017	13:43	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	6 October 2017	16:44	[REDACTED]
From	To	Subject	Date	Time	Clarification
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	6 October 2017	16:53	[REDACTED]

[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	6 October 2017	21:08	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	09 October 2017	11:33	[REDACTED]
[REDACTED]	[REDACTED]	Low Income Benefits - Clarification	10 October 2017	11:03	[REDACTED]

[REDACTED]

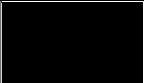

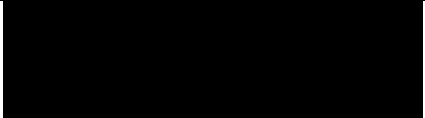
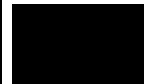
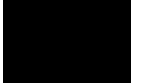
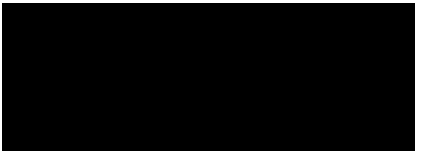


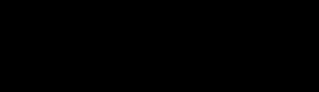
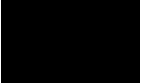
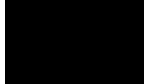



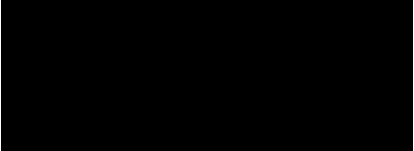

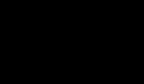
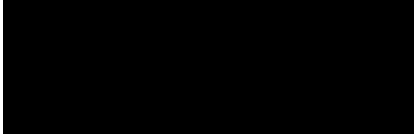
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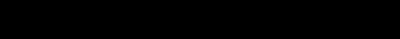
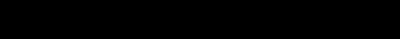
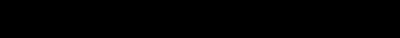
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From	To	Subject	Date	Time	Clarification
[REDACTED]	[REDACTED]	Update on the items discussed in the IBM Commercial meeting yesterday	11 October 2017	12:05	[REDACTED]
[REDACTED]	[REDACTED]	Update on the items discussed in the IBM Commercial meeting yesterday	12 October 2017	11:38	[REDACTED]
[REDACTED]	[REDACTED]	Update on the items discussed in the IBM Commercial meeting yesterday	12 October 2017	16:32	[REDACTED]
[REDACTED]	[REDACTED]	Update on the items discussed in the IBM Commercial meeting yesterday	12 October 2017	17:13	[REDACTED]

[REDACTED]

From	To	Subject	Date	Time	Clarification
[REDACTED]	[REDACTED]	Official Sensitive Commercial - Low Income Benefits Contract	31 October 2017	11:45	[REDACTED]
[REDACTED]	[REDACTED]	Official Sensitive Commercial - Low Income	01 November 2017	00:15	[REDACTED]

		Benefits Contract			
		Official Sensitive Commercial - Low Income Benefits Contract	01 November 2017	14:00	
		Official Sensitive Commercial - Low Income Benefits Contract	01 November 2017	22:38	
		Official Sensitive Commercial - Low Income Benefits Contract	03 November 2017	09:46	
		Official Sensitive Commercial - Low Income Benefits Contract	03 November 2017	10:10	
		Official Sensitive Commercial - Low Income Benefits Contract	03 November 2017	16:51	
		Official Sensitive Commercial - Low Income Benefits Contract	06 November 2107	13:18	

- (1) 
- (2) 
- (3) 
- (4) 

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

- **Sch 3.1 SOW Details**

Date of SOW:	<i>30 October 2017</i>
SOW Reference:	<i>DOS-SP-LIB-001</i>
Buyer:	<i>Scottish Government</i>
Supplier:	<i>IBM UK Limited</i>
Release Type(s):	<i>Please enter here</i>
Phase(s) of Development:	<i>Choose an item</i>
Release Completion Date:	<i>Please enter the Release Completion Date</i>
Duration of SOW	<i>Please enter the number of days here</i>
Charging Method(s) for this Release:	<i>Choose an item</i>

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

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

- **Sch 3.2 Key Staff**

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

3.2.2 Table of Key Staff:

Name	Role	Details

- **Sch 3.3 Deliverables**

3.3.1 To be added in agreement between the Buyer and Supplier

• **Sch 3.4 Call-Off Contract Charges**

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

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

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

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

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable). Co-location expenses are included within day rates. Additional approval is required from SG prior to visiting remote locations. SG encourage other options such as video conferencing before considering any such trips. Where a trip is approved SG will not pay rates beyond what they pay to their own employees.
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

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

- Total value of this SOW
- Overall Call-Off Contract value
- Remainder of value under overall Call-Off Contract

Charge

Where:

Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SOWs invoiced

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

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

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

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges].

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

- **Sch 3.5. Call-Off Contract Extension Period**

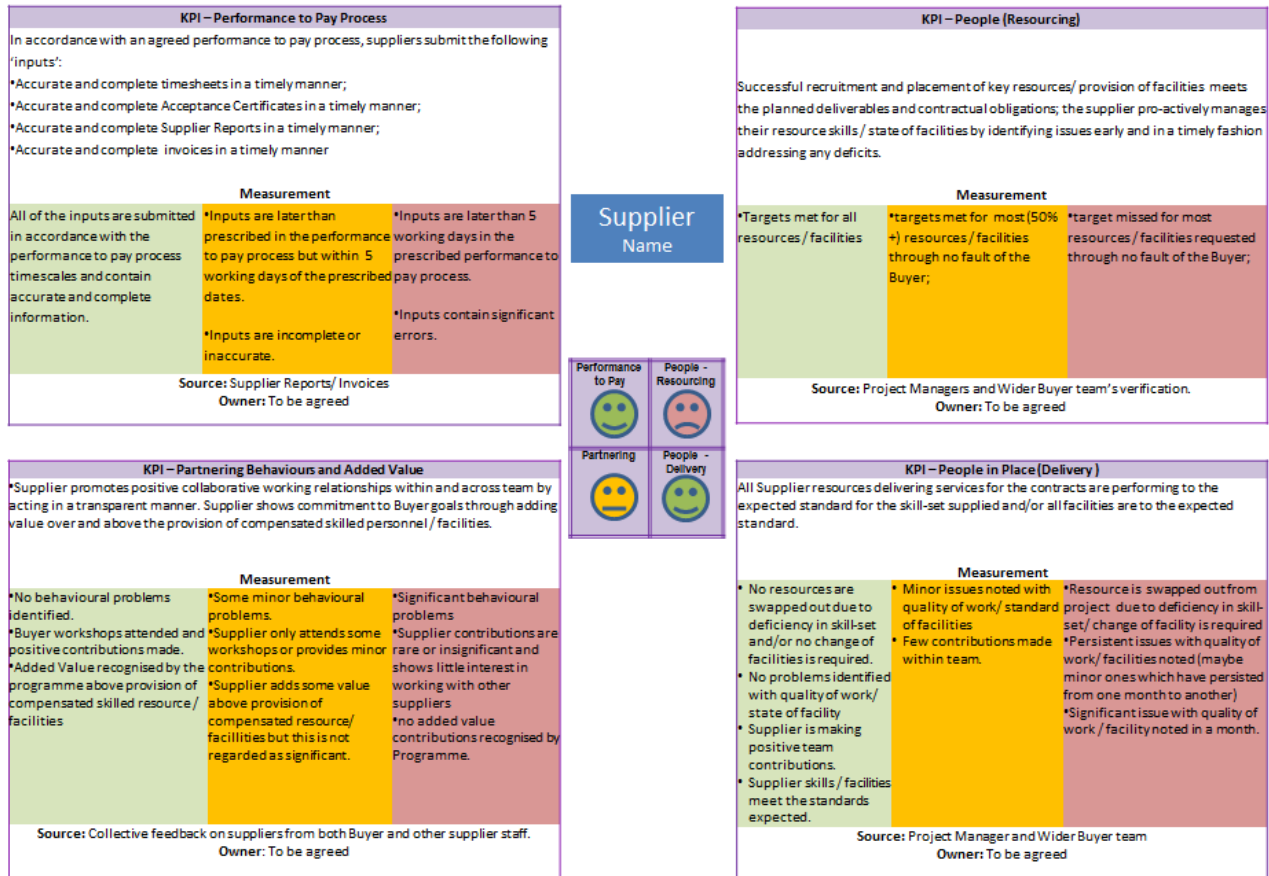
- Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract Period can be added to the term of the Call-Off Contract, to accommodate any changes to the Deliverables, or delay in meeting the Buyer's requirements. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Call-Off Contract period.

Sch 3.6. Agreement of statement of works

• **Schedule 5 - Balanced Scorecard**

In addition to the Supplier’s performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract. See Balanced Scorecard Model below and refer to Schedule 11 for Key Performance Indicators that are proposed for the contract, subject to consultation with the Supplier. Refer to Schedule 12 for Management Arrangements.

Balanced Scorecard



The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier’s performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier’s performance
3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator

4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: cloud_digital@crownccommercial.gov.uk.

- **Schedule 6 - Optional Buyer terms and conditions**

1. Assignment

- 1.1. Subject to clause 1.3, below, the Buyer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- (a) any Contracting Authority; or

- (b) any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Buyer; or

- (c) any private sector body which substantially performs the functions of the Buyer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

- 1.2. Any change in the legal status of the Buyer such that it ceases to be a Contracting Authority shall not, subject to clause 1.3, below, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Buyer.

- 1.3. If the rights and obligations under the Contract are assigned, novated or otherwise disposed of to a body which is not a Contracting Authority or if there is a change in the legal status of the Buyer such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "Transferee"):

- (a) the rights of termination of the Buyer (Termination on Default) and (Termination on Insolvency and Change of Control) shall be available to the Supplier in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

- (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.

- **Schedule 7 - How Services are bought (Further Competition process)**

Services are bought under this Call-Off Contract using the Further Competition process set out in Section 3 of the Framework Agreement (How Services will be bought).

- **Schedule 8 - Deed of guarantee**

This schedule is not applicable.

• **Schedule 9 - Security & Information Assurance Requirements**

Definitions

"Data"	'Data' refers to (a) 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, and which are: (i) supplied to the Supplier by or on behalf of the Scottish Government; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Scottish Government is the Data Controller;
"Departmental Security Standards"	means the Scottish Government's specification for security that the Supplier is required to deliver.
"Good Industry Standard"	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
"IT Security Health Check"	means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"NCSC"	is the UK government's National Cyber Security Centre and is the National Technical Authority for Information Assurance. The website is http://www.ncsc.gov.uk/

1. The Supplier will be expected to have achieved, and be able to maintain, independent certification to ISO/IEC 27001 (Information Security Management Systems Requirements) or equivalent. The ISO/IEC 27001 certification (or equivalent) must have a scope relevant to the services supplied to, or on behalf of, the Scottish Government and the statement of applicability must be acceptable to the Scottish Government, including the application of an appropriate selection of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
2. The Supplier will adopt the UK Government Security Classification Policy in respect of any Scottish Government data being handled in the course of providing this service, and will handle this data in accordance with its security classification. In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Scottish Government data.

3. Scottish Government data being handled in the course of providing this service must be segregated from other data on the Supplier's own IT equipment to protect the Scottish Government data and enable it to be securely deleted when required. In the event that it is not possible to segregate the Scottish Government data then the Supplier is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 9.
4. The Supplier, on their own ICT systems and endpoints will have in place and maintain technical safeguards to protect Scottish Government data, including but not limited to: Good Industry Standard anti-virus and firewalls; up-to-date patches for operating system, network device, and application software.
5. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified under a NCSC (e.g. CAPS or CPA) or NCSC-endorsed scheme. Where this is not possible, the encryption method used must be approved IN ADVANCE by the Scottish Government prior to being used for the transfer any Scottish Government data.
6. Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way Scottish Government data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified under a NCSC (e.g. CAPS or CPA) or NCSC-endorsed scheme, failing that, approved for use by the Scottish Government's security contact.
7. All paper holding Scottish Government data must be securely protected whilst in the Supplier's care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation.
8. Paper documents containing Scottish Government data shall be transmitted, both within and outside company premises in such a way as to make sure that no unauthorised person has access.
9. At the end of the contract or in the event of failure or obsolescence, all equipment holding Scottish Government data must be securely cleansed or destroyed using a NCSC approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes, then the Supplier must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed. In the case of Cloud storage, the NCSC Cloud Security Principles must be followed.
10. Access by Supplier staff to Scottish Government data shall be confined to those individuals who have a "need-to-know" and whose access is essential for the purpose of their duties. All employees with direct or indirect access to Scottish Government data must be subject to pre-employment checks equal to the requirements of the HMG Baseline Personnel Security Standard (BPSS): Details of the standard are available at the HMG website <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.

11. All Supplier employees who handle Scottish Government data must undertake annual awareness training in protecting information.
12. Any non-compliances with these Scottish Government conditions, or any suspected or actual breach of the confidentiality or integrity of Scottish Government data being handled in the course of providing this service, shall be immediately escalated to the Scottish Government by a method agreed by both parties.
13. The Supplier shall ensure that any IT systems and hosting environments that are used to hold Scottish Government data being handled, stored or processed in the course of providing this service are periodically (at least annually) subject to independent, NCSC CHECK level, IT Health Checks (ITHC), and that the findings of those which are relevant to the service provided to the Scottish Government are shared with the Scottish Government and necessary remedial work carried out as per the timescales recommended by the independent test. Where CHECK level testing is not permitted or possible, for example on a public cloud SAAS solution, the Supplier will obtain and provide Scottish Government with documentary evidence of the most recent independent IT Health Check, will provide the results of said ITHC and provide the resulting remediation plan, including any actions proposed or taken.
14. The Supplier will provide details of any proposal to store or host Scottish Government data outside the EU or to perform ICT management or support from outside the UK and will not go ahead with such a proposal without prior agreement from the Scottish Government.
15. The Scottish Government reserves the right to audit the Supplier with 24 hours' notice in respect to the Supplier's compliance with the clauses contained in this Section.
16. The Supplier will appoint a suitably qualified individual to act as a single point of contact on all security matters related to this contract, who will liaise with the primary point of contact within the Scottish Government, the Head of Digital Risk & Security for Social Security.
17. Where Personally Identifiable Information (PII) is involved, the Supplier shall contractually enforce all of these Scottish Government Security conditions onto any third-party suppliers, sub-contractors or partners who could potentially access Scottish Government data in the course of providing this service.
18. Where no Personally Identifiable Information (PII) is involved, the Supplier shall contractually enforce all of these Scottish Government Security conditions, with the exception of clause 1, where the required standard is the HMG Cyber Essentials certification or equivalent, onto any third-party suppliers, sub-contractors or partners who could potentially access Scottish Government data in the course of providing this service. Exceptions to this to be agreed in writing with the Scottish Government's Head of Digital Risk & Security – Social Security Programme.
19. All Supplier resources must meet the Baseline Personnel Security Standard (BPSS) and have Basic Disclosure by the start of the contract. Details of Disclosure are available at the following website:

<https://www.mygov.scot/organisations/disclosure-scotland/?via=https://www.disclosurescotland.co.uk/contact/>

• **Schedule 10 – Grade Descriptors**

The Grade Descriptors in the table below must be used by the Supplier to describe individuals assigned to the project. This will help to ensure that the Buyer can understand the experience and expertise of the individuals using consistent terminology. These descriptors will be in addition to the Job Role titles that are assigned by the Supplier.

Grade	Definition
Junior Analyst / Programmer / Tester / Specialist	At least 2 years experience of providing services across at least 4 significant clients / projects. Trained in the standard methodologies relevant to the services.
Analyst / Programmer / Tester / Specialist	At least 4 years experience of providing services across at least 8 significant clients / projects. Experience in taking a technical lead on relevant projects, successful in working in a team environment and in effecting skills transfer. Trained (and qualified as appropriate) and proficient in the standard methodologies relevant to the required services.
Senior Analyst / Programmer / Tester / Specialist	At least 6 years experience of providing services across at least 12 significant clients / projects, acting in a technical lead or senior role for at least 4 significant clients / projects. Experience of, and proficient in, working with senior Client representatives, with an understanding of common issues and problems facing Public Sector organisations. Trained (and qualified) in the standard methodologies relevant to the required services.
Consultant / Project/Programme Manager	At least 4 years experience of providing services across at least 8 significant clients / projects. Trained (and qualified as appropriate) and proficient in the standard methodologies relevant to the required services.
Senior Consultant / Project/Programme Manager	At least 6 years experience of providing services across at least 12 significant clients / projects. Experience of, and proficient in, working with senior Client representatives, with an understanding of common issues and problems facing Public Sector organisations. Trained (and qualified) in the standard methodologies relevant to the required services.
Principal Analyst / Programmer / Tester / Manager	At least 10 years experience across at least 20 significant clients / projects, acting in a principal technical and/or management role for at least 8 significant clients / projects. Experienced in leading and/or managing complex and large programmes of work. Demonstrates clear leadership and an ability to work effectively with senior Client management. Sound knowledge of the Public Sector and the issues and problems affecting the service area. Trained (and qualified) in the standard methodologies relevant to the required services.

Principal Consultant / Project/Programme Manager	At least 10 years experience across at least 20 significant clients / projects. Experience in being a principal consultant and/or managing on complex or large programmes of work. Demonstrates strong ability to work effectively with senior Client management. Sound knowledge of the Public Sector and the issues and problems and the issues and problems affecting the service area. Trained (and qualified) in the standard methodologies relevant to the required services.
Managing Consultant	Over 10 years experience in their specialist field and in a consultancy role. In depth knowledge of the public sector and or current policy and political issues affecting it. Proven track record and previous experience of being a principal consultant on complex and large programmes. Highly trained (and qualified) in the methodologies relevant to the required services.
Director / Partner	Over 20 years experience in their specialist field, in which they are nationally or internationally renowned as an expert. Extensive experience of leading or directing major, complex and business-critical projects; bringing genuine strategic insight. In depth knowledge of the Public Sector and of current policy and political issues affecting it.
Specialist Consultant - CLAS	<p>“CESG Listed Adviser”, is an Information Security/Assurance professional who has been vetted, assessed and approved by CESG to advise the UK Government (and its key suppliers, System Integrators and the like) on such things as:</p> <ul style="list-style-type: none"> - HMG policies - HMG Standards - CESG - Risk Assessment - Interconnections and Compliance (in particular the GSi Code of Connection)
Technical Architect	<p>Technical Architects will carry out a wide range of activities.</p> <ul style="list-style-type: none"> • Identifying an organisation's needs • Agreeing plans with the client • Discussing the best products and systems with the client • Explaining plans to designers and <u>developers</u> • Producing progress reports • Advising clients on future developments

• **Schedule 11 - Key Performance Indicators (KPIs) And Targets**

Subject to consultation with the Supplier, the Buyer reserves the right to change the KPI Targets from time to time.

The target KPIs for the Framework are described in the following table. They include quarterly measurement of delivery, service, quality and cost:

Category	Performance Measure		Example Target Key Performance Indicator/s
• Delivery	• 1	• Delivers on time	• 97-99% of key deliverables met in full (taking into account changing dates)
	• 2	• Accuracy of delivery	• 97-99% of deliverables provided that are completely accurate
• Service	• 3	• Communication	• 97-99% of key (not routine) communications provided in a timely manner in an appropriate format
	• 4	• Complaints / Issues / Disputes	• Number of complaints, issues and/or disputes reported and 99% dealt with effectively, without requiring to be escalated
• Quality	• 5	• Meets customers' needs	• 99-100% of services delivered that met or exceeded the agreed specification
	• 6	• Sustainability	• Evidence that the Supplier is socially and environmentally responsible, collaborating with the Framework Public Body to deliver improvements with a positive contribution to Corporate Social Responsibility and reduction of environmental impact
• Cost	• 7	• Invoice accuracy & timeliness	• Evidence that the Contractor's processes, systems and technology results in effective invoicing (99% of invoice matched first time)
	• 8	• Added Value	• Evidence that the Supplier has shown proactive measures for development, implementation and cost reduction so as to achieve best value.

- **Schedule 12 - Management Arrangements (DRAFT)**

This Schedule describes the Management Arrangements required for this Call Off Contract. The schedule is in draft format and will be agreed with the appointed Supplier at inception. Additional reviews and management information requirements may be required and will be discussed and agreed after contract award.

Introduction

1. The successful delivery of the call off contract will require the Parties to develop effective working and strategic relationships during the Contract Period.
2. To achieve this, there will be a requirement to adopt proactive contract management activities which will be informed by quality Management Information (MI), and the sharing of information between all Parties.
3. This Schedule outlines the general structures and management activities to be applied during the Contract Period.

Contract Mobilisation

4. The Supplier will have a robust mobilisation plan for commencing the Contract to ensure that adequate resources are available to meet the needs of the Buyer, dependent on the stage of the project. For example, the Buyer would expect different resources will be required to deliver a discovery compared to an alpha.
5. The Supplier will ensure that all proposed individuals for the Contract have a certificate of basic disclosure, from Disclosure Scotland prior to the contract start date, as detailed in section 8 of the Statement of Requirements.
6. The Supplier will be required to attend a contract inception meeting during the 2 week mobilisation period.

Project Governance

7. The Low Income Benefit Project exists as both part of a wider Social Security Programme and, in itself, includes multiple benefits (e.g. Best Start Grant & Funeral Expenses Allowance). The Project governance decision making/governance is structured as follows:

Team Level (e.g. BSG or FEA).

- Day-to-day decisions on the user research approach and priority, scope of the product, build order.

Project Level (i.e. Low Income Benefits)

- The project will have autonomy to operate within the context of the Project Business Case and Plan/Roadmap.
- Key solution decisions for the products, e.g. technology choices, reuse of existing sources will be escalated to the appropriate Design Authority.
- Progress against Programme milestones will be reported on a regular basis and any changes in dates to key programme milestones will be escalated to the Change Control Board.

Design Authority / Change Control Board

- There are multiple boards included in the programme governance at this level. Business Design Authority, Technical Design Authority, Change Control Board & Delivery Integration Board. Escalations that take place to this level will be directed to the appropriate board depending on the nature of the decision required. E.g. A fundamental change to the scope of the MVP Rollout approach will be escalated to the Business Design Authority. Key technical solution choice will go to Technical Design Authority. A change to a key programme milestone (e.g. rollout date) will be escalated to Change Control Board. A slippage to a key dependency (e.g. payment service being available) will be escalated to the Delivery Integration Board.

Programme Delivery Board

- Programme Delivery Board, chaired by the Programme Director, is a key function where the key programme measures are reported, monitored and, where necessary, direction given to keep the programme on track.
- Key project artefacts, e.g. the Project Business Case and Plan, will be approved and baselined at Programme Delivery Board.

Programme Board

- Provides the executive governance to the programme, to ensure the programme is delivering its strategic intent.

Statements of Work (SOW)

8. Services required under this Contract will be managed using Statement of Work (SOW) agreed between the Parties. The purpose of each SOW is to agree the time, cost and quality (e.g. the deliverable(s) to be achieved by the end of the SOW). A SOW may cover a specific project phase for specific benefits e.g. Alpha for Best Start Grant, a distinct capability of an overall service e.g. Case Management or a mixture of project phases or capabilities across specific benefits e.g. Alpha for Best Start Grant and Discovery for Funeral Expense Payments.
9. In order to achieve the deliverable(s) the Parties will define in user stories. These will be variable and managed through the sprint process. This will allow the co-located team(s) to work collaboratively to achieve goals and regularly apply learning from the Sprints. In particular, it will allow the Parties to manage changes to the Product Backlog without the need for a formal contract change. (See Clause

30.1 (changes to services) of Part C (Terms and Conditions) to Schedule 14 (Call off Contract)).

10. The first SOW will be agreed post contract award with details of the Buyer's requirements provided at the inception meeting. The Supplier will provide a proposal for the SOW within 1 week of receiving the Buyer's requirements for SOW. With the first SOW expected to be agreed during the first week of the contract.
11. Prior to the start of each SOW, the Parties will agree a SOW using the high level SOW template is provided at Schedule 3 (Statement of Work including Pricing arrangements of Part B (The Schedules) to Schedule 14 (Call off Contract). In addition to covering the information in the template, each SOW will also include:
 - o The Supplier's proposal to address each of Buyer's requirements within the SOW including at a minimum:
 - a resource plan including CVs of all proposed Staff;
 - a project plan (e.g. Sprint timescales and any milestones based on assumptions of team velocity and an assessment of any known risks).
 - A breakdown of price for the SOW. The price must be based on the agreed Pricing Schedule of this Contract.
 - A value summary to include the total value of the SOW, the Overall Call-Off Contract value and remainder of value under overall Call-Off Contract (which must consider all value used (paid invoices) and value proposed to be used from previously agreed SOW total values).
12. The Buyer will review the Supplier's proposal and ensure that it meets the SOW in terms of resources (e.g. experience and number), project plan, risk assessment and price. The Supplier will be asked to review their proposal if the Buyer feels it does not meet the Buyer's requirements. The Parties will agree suitable timescales for the revised SOW to be provided to the Buyer for approval and for the Buyer to confirm to the supplier for approval.
13. The Parties agree that multiple SOWs may run at any one time. The Parties also agree that multiple SOWs may run concurrently or with start and end dates that overlap. In order to manage this, the Buyer will prepare a proposed an overall plan of SOWs for the Contract. At a minimum, the Parties will be responsible for reviewing this overall SOW Plan at the quarterly SOW Review Points (see SOW Review Points of this schedule).
14. To ensure service continuity throughout the Contract, where only one SOW is operating or all live SOWs are due to end on within the same week, the Buyer requirements for subsequent SOW(s) will be discussed with the Supplier approximately three weeks prior to the end of the live SOW(s). The Supplier will provide a proposal for the SOW(s) within one week of receiving the SOW. The

Buyer's review and sign off of the SOW will be managed as detailed in paragraph 11 of this Schedule.

15. Final sign-off of all proposals will be achieved through the relevant board(s) if deemed necessary by the Buyer and the Supplier will be required to support this process if required. Both Parties agree that a SOW will only be accepted once signed by the following:
- The Chief Digital Officer and Service Manager for the Buyer;
 - The Procurement Manager for the Buyer;
 - A representative of the Supplier with the appropriate authority to accept the Supplier's responsibilities/risk etc in the SOW.

SOW Review Points

16. Due to the agile nature of contract delivery, the overall SOW Plan will be reviewed every three months, the "SOW Review Point". The first SOW Review Point will take place approximately six weeks after Contract Commencement with subsequent SOW Review Points following in three month cycles after this. The Buyer reserves the right to vary the SOW Review Point intervals, as required.
17. At this SOW Review Point, the Parties will discuss the performance and progress of all SOW(s) (live and completed) during the preceding three months and the overall SOW Plan.
18. Following the review of each live SOW, the Buyer will have the authority to:
- continue with all live SOWs;
 - make changes to any live or agreed SOW by Contract Change Note;
 - abort any live or agreed SOW by Contract Change Note;
19. Following the review of the overall SOW Plan, the Buyer will have the authority to:
- agree with the Supplier any SOWs to be removed from the overall SOW Plan;
 - agree with the Supplier any new SOWs to be added to the overall SOW Plan ;
 - agree with the Supplier any changes to the proposed start dates of the SOWs on the overall SOW Plan;

Where changes to the overall SOW plan (e.g. additions or removals) affect the Contract Statement of Requirements, these will be handled by Contract Change Note. In addition, where deemed necessary by the Buyer, the change will be approved through the appropriate level of the Project Governance (See Paragraph 7 of this Schedule) and the Supplier will be expected to support this process if required e.g. attending a board meeting to answer queries.

Contract Changes

20. Any variations to the overall Call off Contract or an agreed SOW will be subject to Clause 31 (Contract Changes) of Part C (Terms and Conditions) to Schedule 14 (Call off Contract) and will require a Contract Change Note (CCN). For the avoidance of doubt, this include changes to Key Staff; Costs; Pricing; Payment Schedules; deliverables and milestone dates.
21. Final sign-off of all changes will be achieved through the relevant board (e.g. a project change board), and where deemed necessary by the Buyer through an appropriate level of the Project Governance arrangements (See Paragraph 7 of this Schedule) . Both Parties agree that a Contract Change Note will only be accepted once signed by the following:
 - The Chief Digital Officer and Service Manager for the Buyer;
 - The Procurement Manager for the Buyer;
 - A representative of the Supplier with the appropriate authority to accept the Supplier's responsibilities/risk etc in the Contract Change Note.
22. All other changes(predominately changes that will occur during the sprint process e.g. prioritisation; user stories etc.) will be classified as informal changes subject to Clause 30 (changes to services) of Part C (Terms and Conditions) to Schedule 14 (Call off Contract).

Project Management

23. The Supplier shall provide appropriate and proportionate project management resources to support the Supplier's Delivery and Relationship Managers to plan activities to develop and implement the solution in partnership with the Buyer as part of the co-located team. The Buyer expects that this will include, but not be limited to:
 - provision of dedicated project support for design, build and delivery throughout the period of the contract.
 - provision of a detailed, yet flexible, resource plan that addresses each phase of the project and clearly sets out areas of responsibility, actions and any areas of concern.
 - provision of a high level project plan that addresses each phase of the project and clearly sets out areas of responsibility, actions and any areas of concern.
 - tracking overall progress using agreed agile methods, such as sprint planning, retrospectives and burn down charts, and maintaining and managing the risks and issues log.

Delivery Management and Escalation

24. The Supplier will nominate and make available a Lead Delivery Manager who will have overall responsibility for the management, performance and delivery aspects of this project and will be a dedicated escalation point of contact for the Buyer in respect of this project. The Lead Delivery Manager is ultimately responsible for the quality and timeliness of all outputs delivered. For the avoidance of doubt, it is not expected that the Lead Delivery Manager will be part of the co-located team.
25. The Buyer will also nominate an equivalent Service Manager from Social Security. The Buyer's Service Manager will be supported by the Scottish Government's Digital and Procurement Directorates as detailed in the table below. The Buyer's contacts may be subject to change throughout the period of the contract.

Contract Role	Individual
Service Manager – Social Security	Service Manager - Low Income Benefits (Social Security Programme Management and Delivery Division)
Service Management Support - Digital	Transformation Manager - Digital Public Services & Business Transformation Division (Digital Ecosystem Unit)
Service Management Support - Commercial	Procurement Manager - More Powers Implementation Procurement Team (Scottish Procurement)

26. The Supplier's scrum master(s) and development team(s) will interface with the Buyer's product owner(s) in relation to the sprints they are working on. There may be a number of sprints running at any one time with different Scrum Master(s), Development Team(s) and Product Owner(s). Risks and Issues arising during the sprint(s) will be addressed between these individuals initially. Any risks or issues that cannot be resolved will be escalated to the Supplier's Delivery Manager(s) and the Buyer's Service Manager in the first instance.
27. Any outstanding issues escalated to the Delivery Manager(s) should be included on the fortnightly contact management report to be notified to the both Parties' Relationship Manager and addressed at fortnightly contract management review meetings.
28. Where agreement on any risks and issues cannot be achieved between the Parties at the Contract Management meeting these will be escalated to both Parties Senior Management level. Any matters that cannot be resolved at this level will be escalated to both Parties Project Executive level.

29. This escalation process is detailed in the table below:

Escalation Level	Supplier	Buyer
1 - Delivery Management	Delivery Manager	Service Manager (copied to the Service Manager Supports)
2 - Contract Management Meeting	Relationship Manager	Relationship Manager
3 - Senior Management	Executive Partner – [REDACTED] [REDACTED] Cúram Practices Leader (EMEA) – [REDACTED] [REDACTED]	Service Manager for team with Supplier Relationship Management responsibilities (Social Security Programme Management and Delivery Division) and Procurement Manager (More Powers Implementation Procurement Team)
4 - Chief Digital Office	Executive Partner – [REDACTED] [REDACTED] (Primary), [REDACTED] [REDACTED] (Secondary)	Chief Digital Officer, Social Security

Contract Management Meetings

30. The fortnightly contract management meetings will be chaired by the Buyer’s Relationship Manager and attended by the Service Manager, Supplier’s Relationship Manager and Supplier’s Lead Delivery Manager, supported by other roles as necessary and appropriate.

31. The composition and frequency of these meetings may change in agreement between the Parties. These review meetings will be held at the Buyer’s offices in Edinburgh or Glasgow. All costs incurred by the Supplier in attending review meetings will be the responsibility of the Supplier.

32. The purpose of these meetings will be to monitor progress and performance across the contract as a whole. This will largely be led by discussing the monthly progress report (see Contract Management Reports below).

Contract Management Reports

33. The Supplier’s Relationship Manager shall provide monthly progress report(s) to the Buyer’s Relationship Manager two days prior to the contract management meeting. Each monthly progress report will be discussed at two fortnightly contract management meetings:

- o The report will be discussed in full at the first fortnightly meeting of the month;

- The report will remain in place for the second fortnightly meeting of the month and any updates or changes will be discussed since the report was prepared.
34. The Parties shall use a balanced scorecard approach to monitor progress and milestones, report on consolidated Management Information, resolve escalated risks and issues and discuss opportunities for continuous improvement as required.
35. The monthly progress report will be consolidated for all SOWs and include the following:
- an executive level summary of the progress to date, including an updated summary project plan (e.g. to include sprint backlog and burn down charts) , including resource used and budget management
 - an updated project plan detailing the status of all activities including delays and changes from previous plan
 - a RAG status of all deliverables listed in the outputs table
 - a list of unresolved risks and issues and any actual and anticipated problems, including those for which the Buyer has primary responsibility, along with due date, priority, responsible party and assessment of potential and actual business impact to the project plan
 - Performance against contract KPIs
 - Monthly and cumulative spend totals with a breakdown for each benefit and a value/percentage comparison to how the cumulative spend total correlates to the overall Call off Contract Price
36. The Buyer may request additional Management Information at any time. Management Information reports must be supplied in a format that allows the Buyer to develop and produce ad-hoc Reports for review. All costs associated with the provision of management information shall be the responsibility of the Supplier.

Acceptance Testing and Acceptance Process

37. The Product Backlog and the achievement of deliverables as defined in each SOW will be the primary mechanism for sign off (including testing and initial acceptance). The project team, with direction from the Buyer, will develop clear acceptance criteria for each user story against a consistent and agreed 'Definition of Done' and the associated System Quality Attributes for the build.

38. The supplier will be expected to operate in line with the Social Security Programmes Test Approach, and will be required to produce a LIB specific Test Strategy, including reports and audit trails of testing undertaken.
39. During each Sprint Planning meeting, the relevant Product Owner(s) and the relevant Development Team(s) will review the application of the "Definition of Done" to the items included in that sprint.
40. At the Sprint Review Meeting, the relevant Scrum Master will be responsible for ensuring all completed items presented to the Buyer's Representatives (e.g. Product Owner(s)) from the relevant Development Team(s) have been completed in accordance with the "Definition of Done".
41. The Product Owner(s) will be responsible, on behalf of the Buyer, for quality assurance and accepting or rejecting the completed items in accordance with the "Definition of Done".
42. If the Parties fail to reach agreement on the completion of any item in accordance with the "Definition of Done" then such dispute shall be resolved in accordance with the procedure set out in clause 22 (Managing Disputes).

Payment Terms (including milestones)

43. As part of the SOW process set out within this Schedule the Parties shall agree a Price and Payment schedule to accompany each SOW. The Supplier shall calculate a price for each SOW using the agreed price elements within Schedule 2, Part 3 Pricing Schedule of the Call off Contract.
44. In line with Schedule 3 (Statement of Work including Pricing arrangements of Part B (The Schedules) to Schedule 14 (Call off Contract), the Parties acknowledge that an SOW can be priced using fixed, capped time and materials basis. The Supplier acknowledges that the Buyer's preferential order for pricing SOWs is as follows:
 - Fixed Price;
 - Capped Time and Materials Price (only where Fixed Price cannot be used);
 - Time and Materials (only by exception).
45. The Supplier must provide demonstrable reasons to the Buyer for proposing a capped time and materials price or time and material price. Where a time and materials price is proposed, the Supplier acknowledges that the Buyer may be required to seek agreement from the relevant board within the Project Governance (see Paragraph 7 of the Schedule) prior to accepting this method of pricing within the SOW.

46. Payment shall be based on the completion of agreed Milestones and these Milestones will always be tied to capability delivery, where possible. The Buyer shall pay the Supplier in arrears following demonstration by the Supplier and acceptance by the Buyer that a Milestone has been achieved.
47. With exception of the final Milestone payment the Buyer shall pay the Supplier up to 40% of the agreed price for the SOW spread out across the remaining Milestones. The percentage spread shall be proportionate to the scope of each Milestone.
48. The final Milestone shall be the completion of all activities or deliverables as described within the SOW. The final Milestone payment shall be no less than 60% of the agreed fixed price for the SOW. These Milestone payment proportions are provided as a guide. Alternative proportions can be proposed with each SOW and will be considered and agreed on a case by case basis.
49. Should the Supplier fail to achieve a Milestone by the agreed date the Buyer reserves the right to withhold payment for that Milestone until it has been achieved subject to demonstration by the Supplier and acceptance by the Buyer.

Key Roles and Staff

50. The Parties agree that, at any one time, the delivery of this Contract may require multiple Scrum Masters, Development Teams and Product Owners working across multiple phases and sprints. The Parties agree the following Key Roles apply to this Contract:

Service Manager/Supplier Lead Delivery Manager

51. The Buyer will nominate a dedicated Service Manager to represent their organisation. Where the Supplier has multiple Delivery Manager on Contract delivery, the Supplier will nominate one Delivery Manager to be the Supplier Lead Delivery Manager. The Buyer's Service Manager and Supplier Lead Delivery Manager will have overall responsibility for the management of the delivery aspects of this Contract as a whole.

Delivery Manager

52. The Supplier will nominate dedicated Delivery Manager(s) to represent their organisation within the teams on SOWs. The Delivery Managers will have overall responsibility for the management of the delivery aspects of the SOW they are assigned to. .

Relationship Manager

53. Both the Buyer and the Supplier will provide a dedicated Relationship Manager to represent their organisation. The Relationship Managers will have overall responsibility for the management and performance aspects of this Contract.

Product Owner

54. The Buyer will appoint a Product Owner(s) to undertake, at a minimum, the following responsibilities:
55. Develop and prioritise the initial Product backlog;
56. Maintain the Product Backlog as the Contract progresses including ensuring all revisions and re-prioritisations are undertaken for the Buyer;
57. Provide an evaluation of the value of each user story on the Product Backlog;
58. Represent the Buyer in the relevant sprint ceremonies;
59. Respond, on behalf of the Buyer, to all queries from the Development Team at the earliest opportunity
60. The Buyer will ensure the Product Owner(s) is/are dedicated to the Contract and commits a suitable amount of time and effort to the responsibilities detailed above.

Scrum Master

61. The Supplier will propose Scrum Master(s) with the skill, experience and qualifications as detailed in Scrum Master Job Description at Annex I. The Buyer will review the suitability of the proposed Scrum Master(s) and reserves the right to reject any individual proposed which the Buyer does not deem to have a suitable level of skill, experience or qualifications required.
62. The Scrum Master will be responsible for the main duties as detailed in the Scrum Master Job Description at Annex I.
63. If the Buyer does not agree to the proposed Scrum Master(s), the Parties will work in good faith and use all reasonable endeavours to agree the final Scrum Master(s) no later than two working days prior to the commencement of each phase.
64. If the Parties fail to reach agreement on the Scrum Master(s) within the timeframe, or such longer period as may be agreed by the Parties, then such Dispute shall be resolved in accordance with the procedure set out in clause 22 (Managing Disputes).

65. The Supplier shall ensure that Scrum Master is dedicated to the Contract and is not removed or substituted on the Contract without prior written consent from the Buyer.

Development Team

66. The Supplier will propose Development Team(s) with the skill, experience and qualifications to deliver their proposed roles and responsibilities in the Contract. The Buyer will review the suitability of the proposed Development Team and reserves the right to reject any individual proposed which the Buyer does not deem to have a suitable level of skill, experience or qualifications required. In practice, the Development Team may be further split into sub-teams to work on elements of the contract or elements of the technical deliveries. How the split of the Development Team will operate will be agreed between the Parties and will be reviewed as appropriate.
67. If the Buyer does not agree to the proposed development team, the Parties will work in good faith and use all reasonable endeavours to agree the final composition of the development team no later than two working days prior to the commencement of each phase.
68. If the Parties fail to reach agreement on the composition of the development team within the timeframe, or such longer period as may be agreed by the Parties, then then such Dispute shall be resolved in accordance with the procedure set out in clause 22 (Managing Disputes).
69. The Supplier shall ensure that the agreed development team for each phase is dedicated to the entirety of that phase of the Contract and is not removed or substituted without prior written consent from the Buyer.
70. The Parties will identify and agree any additional Key Roles and Staff and the Supplier shall ensure the continuity of Key Staff throughout the Period of the Contract.
71. The Supplier will be required to provide and maintain an organisation chart which illustrates the contract management structure, roles and responsibilities of key staff and lines of communication, reporting and escalation.
72. The Supplier will ensure that the persons appointed to this project have the appropriate levels of training, expertise and experience to perform the activities set out in this document.

Supplier Staff providing the Services may only be changed with the prior approval of the Buyer. In the event that any of the Supplier's Key Staff cannot continue on the contract, the Supplier will promptly propose to the Buyer a like for like replacement with knowledge of the project. All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work. The need for contract variations, including changes to the SoR and

changes to key staff providing the contract, will require formal variation of the contract with a Contract Change Note issued by the Buyer

Continuous Improvement

73. The Supplier will actively seek to improve performance through a policy of continuous improvement applied throughout the period of the Contract.
74. The Supplier's Continuous Improvement strategy will focus on delivering service efficiencies, reductions in costs and improvements in quality and performance.
75. The Supplier shall maintain a record of continuous improvement initiatives and actions implemented, and their outcomes in terms of performance improvement.

Exit Management

76. An indicative exit management schedule must be provided by the Supplier as part of the tender submission.
77. The Parties will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires.
78. The initial Exit Plan submitted with the Supplier's tender shall be revised by the Supplier and provided to the Buyer within 1 month after the Commencement Date of the contract and shall include or address the matters required below and any additional requirements outlined within Schedule 1, Statement of Requirements. The Buyer shall provide to the Supplier the Buyer's comments on the plan within one (1) month of the Buyer's receipt of the plan.
79. The Supplier will update this plan whenever there are material changes to the Services and this will be reviewed on a 3 monthly basis at contract management meetings. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.
80. The Supplier shall perform its relevant Exit Management obligations as part of this Contract whether applicable on either the expiry or early termination of this Contract.

81. The Supplier shall take into account the comments and suggestions of the Buyer and shall issue the final version of the Exit Plan to the Buyer within ten (10) Working Days of receipt of the Buyer's comments.
82. The Supplier shall, throughout the period of the Contract review, maintain and continuously update the Exit Plan which shall include:
- the activities required to enable the Buyer to re-tender the provision of services replacing the Services;
 - the activities necessary to support any Replacement Supplier or the Buyer in carrying out any necessary due diligence relating to all or part of the Services;
 - details of the Exit Management to be provided by the Supplier prior to the Exit Management Date;
 - support for the Replacement Supplier or the Buyer during their preparation of any relevant plan for the transition of the relevant Services to the Replacement Supplier or the Buyer, including prior to and during such transition period;
 - the maintenance of a 'business as usual' environment for the Buyer during the period when Exit Management obligations are applicable; and
 - all other necessary activities to support the preparation for, and execution of, a smooth and orderly Exit Management and transfer of all or part of the Services to either a Replacement Supplier or the Buyer.
83. No amendment of the Exit Plan shall be made without prior written consent of the Buyer.

Health and Safety

84. The Supplier must comply with the Buyer's policies concerning health and safety and will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

Travel & Environmental Sustainability

85. Supplier travel will be aligned with Scottish Government's Travel Strategy to ensure that the greenest and most cost-effective options are chosen. Further details are available on the following website:
<http://www.gov.scot/About/Information/travel-strategy>

86. The Supplier shall fully comply with the Buyer's environmental policies and practices.
87. The Supplier commits to building sustainability into the Contract deliverables via management commitment, awareness/education programmes, partnerships, supply chain, waste management and 'smart working' practices.
88. The Supplier shall undertake to monitor and reduce travel and its environmental impact via the following practices:
89. With the agreement of Buyer, the Supplier shall encourage the use of 'smart working' methods. This offers an opportunity to adapt working patterns, hours or locations with resulting business, economic, social, environmental and personal benefits. The ultimate aim of this way of working is to achieve improved productivity, motivation and staff retention.
90. The Supplier shall make use of communication and collaboration tools (such as desktop communicator, integrated video-conferencing, customer-facing SharePoint site and Live Meeting).
91. Where travel is necessary, the Supplier shall encourage their staff to use public transport where possible, and discourage the use of flight transport.
92. The Supplier shall work with the Buyer to define and introduce a set of Key Performance Indicators (KPIs) that will enable the Supplier to monitor and actively manage travel and its impact.
93. The Supplier shall actively encourage their staff to:
 - save waste by recycling;
 - not leave appliances on standby when not in use;
 - print only when necessary, using both sides of the paper when possible;
 - activate power saving settings on their PCs, laptops and other electrical devices;
 - re-use office supplies (e.g. paper clips and folders), instead of new items; and
 - switch off lights when not in use.
94. The Supplier shall appoint a member of their staff to monitor and manage the environmental impact of the Services. This information shall be shared with the Buyer through routine performance reporting and improvement mechanisms.

- **Schedule 13 - Community Benefits & Fair Work**

Community Benefits

The Scottish Government is committed to contributing to the social, economic & environmental well-being of the people of Scotland. The Government has five objectives that underpin its core purpose - to create a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth.

Community benefits proposed can fall into the following categories:

- Subcontracting opportunities: (for example, enabling those involved in the SME, third sector or supported business sectors to become involved in delivery through initiatives to advertise your sub-contract requirements and/or initiatives to engage with such sectors in your delivery of the contract)
- Training: (for example, training that you will undertake and which will be achieved, within your organisation, our organisation or elsewhere as part of your delivery of the contract)
- Recruitment: (for example, any initiatives you will undertake, as a result of obtaining and then in performance of the contract, to recruit from disadvantaged groups and/or to create opportunities for disadvantaged groups or those seeking work-experience)
- Opportunities which otherwise improve the economic, social or environmental wellbeing of the authority's area in a way additional to the main purpose of the contract.

Accordingly, the successful Supplier will be expected to present a community benefit proposal with their tender detailing how, in the event that they should be successful in winning the contract, they will address both of the following Community Benefit themes:

- Apprenticeship placements
- Work with schools, colleges offering educational support for those who are young / out of work;

For this contract there is a minimum requirement create at least 3 apprenticeship positions registered with relevant sector skills body at the Modern Apprentice level within the first 6 months of the contract start date. The apprenticeship positions are to be maintained for the entire contract period or until the apprenticeship is completed. In addition to this the appointed supplier will be required to provide at least 3 hours per month of educational support to schools and/or further education institutions. This can include activities such as, but not limited to career promotional talks, assistance with CV writing, career opportunities.

Community benefits must be addressed within Q14 of the Technical section of your tender response. See Schedule 2, Part 2.

If successful the winning bidder will discuss the content of their Community Benefit proposal and agree a plan for the delivery of the agreed community benefits which will become a condition of the contract and will be monitored as part of the contract management process.

Any proposed benefit will be:

- a direct result of this contract and not attributable to any other contract
- related to the subject matter of the contract (in terms of being a community benefit deliverable that will be secured by the successful tenderer in their approach to and performance of the contract)
- clearly defined within the tender response with a quantifiable output which can be monitored (e.g. 3 Modern Apprenticeship placements will be offered for a duration of 1 year each, with permanent employment on satisfactory completion of the apprenticeship. In addition to this we will provide 3 hours per month of educational support to the local further education college to assist students with CV writing).

Support is available for taking on apprentices and providing education support from various organisations, dependent on location of the Supplier's premises.

For suppliers based within Scotland the following links may be useful:

<https://www.apprenticeships.scot/>

<https://www.ourskillsforce.co.uk/>

<https://www.ourskillsforce.co.uk/be-inspired/initiatives/find-a-scottish-school-to-work-with/>

<https://www.ourskillsforce.co.uk/invest-in-young-people/work-with-fe-he/>

<https://www.skillsdevelopmentscotland.co.uk/>

Other useful links outwith Scotland:

<https://www.gov.uk/topic/further-education-skills/apprenticeships>

<https://businesswales.gov.wales/skillsgateway/apprenticeships>

<https://www.nidirect.gov.uk/campaigns/apprenticeships>

Monitoring Arrangements

Delivery of Community Benefits will be monitored at 3 monthly intervals at contract review meetings. A report including but not limited to the following information will be provided by the Supplier at these meetings.

Total Value of Contract

- Number of Jobs Filled by Priority Groups
- Number of Apprenticeships Filled by Priority Groups
- Number of Qualifications Achieved Through Training by Priority Groups

Information regarding priority groups can be found below:

Priority Groups

Priority Groups are those such as defined within Commission Regulation (EU) No 651/2014 of 17 June 2014¹.

(4) 'disadvantaged worker' means any person who:

(a) has not been in regular paid employment for the previous 6 months; or

(b) is between 15 and 24 years of age; or

(c) has not attained an upper secondary educational or vocational qualification

(International Standard Classification of Education 3) or is within two years after completing

¹ <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L.2014.187.01.0001.01.ENG>

full-time education and who has not previously obtained his or her first regular paid employment; or

(d) is over the age of 50 years; or

(e) lives as a single adult with one or more dependents; or

(f) works in a sector or profession in a Member State where the gender imbalance is at least 25 % higher than the average gender imbalance across all economic sectors in that Member State, and belongs to that underrepresented gender group; or

(g) is a member of an ethnic minority within a Member State and who requires development of his or her linguistic, vocational training or work experience profile to enhance prospects of gaining access to stable employment;

Fair Work Practices

The Public Sector in Scotland is committed to the delivery of high quality public services, and recognises that this is critically dependent on a workforce that is well rewarded, well-motivated, well-led, has access to appropriate opportunities for training and skills development, are diverse and is engaged in decision making.

These factors are also important for workforce recruitment and retention, and thus continuity of service. Public Bodies in Scotland are adopting fair work practices, which include:

- a fair and equal pay policy that includes a commitment to supporting the Living Wage, including, for example being a Living Wage Accredited Employer;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, a strong commitment to Modern Apprenticeships and the development of Scotland's young workforce;
- promoting equality of opportunity and developing a workforce which reflects the population of Scotland in terms of characteristics such as age, gender, religion or belief, race, sexual orientation and disability;
- support for learning and development;
- stability of employment and hours of work, and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts;
- flexible working (including for example practices such as flexi-time and career breaks) and support for family friendly working and wider work life balance;
- support progressive workforce engagement, for example Trade Union recognition and representation where possible, otherwise alternative arrangements to give staff an effective voice.

In order to ensure the highest standards of service quality in this contract we expect Suppliers to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

- **Part C – Terms and conditions**

- **1. Call-Off Contract start date, length and methodology**

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 Unless the Call-Off Contract period has been increased in accordance with Clause 1.4 or decreased in accordance with Clause 1.5, the term of the Call-Off Contract will end when the first of these occurs:

- the Call-Off Contract period End Date listed in the Order Form is reached
- the final Deliverable, specified in the final SOW, is completed

1.4 The Buyer can extend the term of the Call-Off Contract by amending the Call-Off Contract End Date where:

- an Extension Period was specified in the Order Form
- written notice was given to the Supplier before the expiry of the notice period set out in the Order Form. The notice must state that the Call-Off Contract term will be extended, and must specify the number of whole days of the extension.

After this, the term of the Call-Off Contract will end on the last day of the Extension Period listed in the notice (the “Extension Period End Date”).

1.5 If the Call-Off Contract is terminated early, either during the initial Call-Off Contract period, or during any Extension Period, the term of the Call-Off Contract will end on the termination date.

1.6 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

- **2. Supplier Staff**

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate the Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request, provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

- **3. Swap-out**

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer .

- **4. Staff vetting procedures**

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during the Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures requested by the Buyer.

- **5. Due diligence**

5.1 Both parties acknowledge that information will be needed to provide the Services throughout the term of the Call-Off Contract and not just during the Further Competition process. Both parties agree to share such information freely.

5.2 Further to Clause 5.1, both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of the Call-Off Contract

5.2.3 have raised all due diligence questions before signing the Call-Off Contract

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

- **6. Warranties, representations and acceptance criteria**

6.1 The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.

- **7. Business continuity and disaster recovery**

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

- **8. Payment terms and VAT**

8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted in accordance with the Call-Off Contract.

8.2 The Supplier will ensure that each invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under the Call-Off Contract are inclusive of VAT.

- **9. Recovery of sums due and right of set-off**

9.1 If a Supplier owes money to the Buyer or any Crown body, the Buyer may deduct that sum from the total due to the Supplier.

- **10. Insurance**

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause.

10.1 Subcontractors

10.1.1 The Supplier will ensure that, during the Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to the Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with Clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other satisfactory evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or the Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with Good Industry Practice, including the investigation and reports of claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any insurances of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in the Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and
- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

• **11. Confidentiality**

11.1 Except where disclosure is clearly permitted by the Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure
- belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
- is, or becomes, public knowledge, other than by breach of this Clause or the Call-Off Contract
- is independently developed without access to the other Party's Confidential Information
- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;

- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under the Call-Off Contract; or
- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this Clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during the Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

- **12. Conflict of Interest**

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this Clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
- has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
- is providing, or has provided, Services to the Buyer for the discovery phase; or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under the Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

• **13. Intellectual Property Rights**

13.1 Unless otherwise specified in the Call-Off Contract:

- the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software.
- the Crown may publish any Deliverable that is software as open source.
- the Supplier will not, without prior written approval from the Buyer, include any material covered by Supplier Background IPR or third party IPR in any Deliverable that is delivered to the Buyer in such a way to prevent its publication;
 - and failure to seek prior approval gives the Buyer right and freedom to use all Deliverables.
- the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including:
 - the Buyer Background IPRs;
 - the Project-Specific IPRs;
 - IPRs in the Buyer Data.

13.2 Where either Party acquires, by operation of Law, right to IPRs that is inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party on the request of the other Party (whenever the request is made).

13.3 Except where necessary for the performance of the Call-Off Contract (and only where the Buyer has given its prior approval), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.

13.4 The Supplier will not include any materials covered by Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned and delivered to the Buyer under the Call-Off Contract, without approval from the Buyer.

13.5 Excluding any material that the Supplier licenses on standard terms the Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the materials covered by the Supplier Background IPRs that are delivered to the Buyer as part of the Services for any purpose connected with the receipt of the Services that is additional to the rights granted to the Buyer under the Call-Off Contract and to enable the Buyer:

- to receive the Services;
- to make use of the Services provided by the replacement Supplier; and
- to use any Deliverables.

13.6 The Buyer grants the Supplier a non-exclusive, non-assignable, royalty-free licence to use the Buyer Background IPRs, the Buyer Data and the Project-Specific IPRs during the term of the Call-Off Contract for the sole purpose of enabling the Supplier to provide the Services. In addition the Buyer grants the Supplier, and its affiliated entities, a non-exclusive, non-

assignable, royalty fee licence to use, and disclose externally and non-confidentially, any inventions, Know How (or know how) and trade secrets (or any other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom)), that are included in the Project-Specific IPRs, in its general business activities including with customers worldwide.

13.7 The Buyer gives no warranty as to the suitability of any IPRs licensed to the Supplier hereunder. Any such licence:

- may include the right to grant sub-licences to Subcontractors engaged in providing any of the Services (or part thereof) provided that any such Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as in clause 11 (Confidentiality) and that any such subcontracts will be non-transferable and personal to the relevant Subcontractor; and
- is granted solely to the extent necessary for the provision of the Services in accordance with the Call-Off Contract. The Supplier will ensure that the Subcontractors do not use the licensed materials for any other purpose.

13.8 At the end of the term of the Call-Off Contract, the Buyer grants to the Supplier a licence to use the Project-Specific IPRs (excluding any information which is the Buyer's Confidential Information or which is subject to the Data Protection Act (DPA)) on the terms of the Open Government Licence v3.0.

13.9 Subject to the above Clause, the Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.

13.10 Before using any materials covered by third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any such materials covered by third-party IPRs the Buyer requests.

13.11 Where the Supplier is granted permission to use materials covered by third-party IPRs in a request for approval, the Supplier will ensure that the owner of such materials covered by third-party IPRs grants to the Buyer a licence on the terms informed to the Buyer in the request for approval.

13.12 If the materials covered by third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be agreed and the Supplier will buy licences under these terms. If not, and the Buyer rejects the Request for Approval, then the Call-Off Contract will need to be varied in accordance with Clause 30 'Changes to Services'.

13.13 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all losses which it may incur at any time as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) that the rights granted to the Buyer in accordance with the Call-Off Contract or the performance by the Supplier of the provision of the Services or the possession or use by the Buyer of the Services or Deliverables delivered by the Supplier, including the publication of any Deliverable that is software as open source, infringes or allegedly infringes a third party's Intellectual Property Rights (an 'IPR Claim').

13.14 Clause 13.13 will not apply if the IPR Claim arises from:

- designs supplied by the Buyer;

- the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of the Call-Off Contract; or
- other material provided by the Buyer necessary for the provision of the Services.

13.15 The indemnity given in Clause 13.13 will be uncapped.

13.16 The Buyer will notify the Supplier in writing of the IPR Claim made against the Buyer and the Buyer will not make any admissions which may be prejudicial to the defence or settlement of the IPR Claim. The Supplier will at its own expense conduct all negotiations and any litigation arising in connection with the IPR Claim provided always that the Supplier:

- consults the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- takes due and proper account of the interests of the Buyer;
- considers and defends the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
- does not settle or compromise the IPR Claim without the prior approval of the Buyer (such decision not to be unreasonably withheld or delayed).

13.17 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) in connection with the Call-Off Contract, the Supplier will, at the Supplier's own expense and subject to the prompt approval of the Buyer, use its best endeavours to:

- modify the relevant part of the Services or Deliverables without reducing their functionality or performance, or substitute Services or Deliverables of equivalent functionality or performance, to avoid the infringement or the alleged infringement, provided that there is no additional cost or burden to the Buyer;
- buy a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Buyer; and
- promptly perform any responsibilities and obligations to do with the Call- Off Contract.

13.18 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) against the Supplier, the Supplier will immediately notify the Buyer in writing.

13.19 If the Supplier does not comply with provisions of this Clause within 20 Working Days of receipt of notification by the Supplier from the Buyer under clause 13.16 or receipt of the notification by the Buyer from the Supplier under clause 13.18 (as appropriate), the Buyer may terminate the Call-Off Contract for Material Breach and the Supplier will, on demand, refund the Buyer with all monies paid for the Service or Deliverable that is subject to the IPR Claim.

13.20 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.

13.21 The Supplier will, as an enduring obligation throughout the term of the Call-Off Contract where any software is used in the provision of the Services or information uploaded, interfaced or exchanged with the CCS or Buyer systems, use software and the most up-to-date antivirus definitions from an industry-accepted antivirus software vendor. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between CCS or the Buyer, and the Supplier).

13.22 If Malicious Software is found, the Supplier will co-operate with the Buyer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will use all reasonable endeavours to help the Buyer to mitigate any losses and restore the provision of the Services to the desired operating efficiency as soon as possible.

13.23 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, and clause 20.3, will be dealt with by the Buyer and the Supplier as follows:

- by the Supplier, where the Malicious Software originates from the Supplier Software or the Buyer Data while the Buyer 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.
- by the Buyer if the Malicious Software originates from the Buyer Software or the Buyer Data, while the Buyer Data was under the control of the Buyer.

13.24 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer.

13.25 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Authority unless the Authority agrees in advance in writing that the converted format is not required.

- **14. Data Protection and Disclosure**

14.1 The Supplier shall comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement or under the Call-Off Contract.

14.2 Where the Supplier is processing Buyer Data or Other Contracting Bodies' Personal Data, the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority and Other Contracting Bodies' Personal Data (and to guard against unauthorised or unlawful processing or accidental loss, destruction of or damage to the Buyer Data and the Other Contracting Bodies' Personal Data.

14.3 The Supplier shall provide the Buyer and/or Other Contracting Body with such information as the Buyer and/or Other Contracting Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA including;

- to promptly notify the Buyer and/or Other Contracting Body of any breach of the security measures to be put in place pursuant to this Clause; and
- to ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer and/or Other Contracting Body in breach of its obligations under the DPA and
- not to cause or permit to be processed, stored, accessed or otherwise transferred outside the European Economic Area any Buyer Data or Other Contracting Body Personal Data supplied to it by the Buyer or Other Contracting Body without approval.

• **15. Buyer Data**

15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.

15.2 The Supplier will not store or use Buyer Data except where necessary to fulfill its obligations.

15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.

15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.

15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

15.7 Where the duration of the Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred, the Supplier will re-submit such system for accreditation.

15.8 If at any time the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will at its own cost comply with any remedial action proposed by the Buyer.

15.9 The Supplier will provide, at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Act. The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Act. This is an absolute obligation and is not qualified by any other provision of the Call-Off Contract.

15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

- **16. Document and source code management repository**

16.1 The Supplier will comply with any reasonable instructions given by the Buyer as to where it will store documents and source code, both finished and in progress, during the term of the Call-Off Contract.

16.2 The Supplier will ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

- **17. Records and audit access**

17.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under the Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

- **18. Freedom of Information (FOI) requests**

18.1 The Supplier will transfer any Request for Information to the Buyer within 2 Working Days of receipt.

18.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information (Scotland) Act 2002 or Regulation 5 of the Environmental Information (Scotland) Regulations 2004.

18.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOISA or EIR request so that the Supplier may make appropriate representations.

- **19. Standards and quality**

19.1 The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.

- **20. Security**

20.1 If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Services.

20.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

20.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

20.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

20.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

20.6 The Buyer will specify any security requirements for this project in the Order Form.

• **21. Incorporation of terms**

21.1 Upon the execution of a Statement of Work (SOW), the terms and conditions agreed in the SOW will be incorporated into the Call-Off Contract that the terms of the SOW are agreed under.

• **22. Managing disputes**

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this prevents a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation;
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the President of the Law Society of Scotland (PLSS) to appoint a mediator. This application to PLSS must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they are unable or unwilling to act.

- The Parties will meet with the mediator within 10 Working Days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.
- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- If the Parties reach agreement on the resolution of the dispute, the agreement will be recorded in writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to the Call-Off Contract without the prior written consent of both Parties.
- If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the digital services;
- the underlying technology; or
- is otherwise of a financial or technical nature.

22.6 An expert will be appointed by written agreement between the Parties, but if there's a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

22.7 The expert will act on the following basis:

- they will act as an expert and not as an arbitrator and will act fairly and impartially;
- the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 Working Days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;
- any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 Working Days of the expert's determination being notified to the Parties
- the process will be conducted in private and will be confidential;
- the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

22.8 Without prejudice to any other rights of the Buyer under the Call-Off Contract, the obligations of the Parties under the Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the

Supplier and the Supplier Staff will comply fully with the Requirements of the Call-Off Contract at all times.

• **23. Termination**

23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this Clause will be the number of whole days that represent 20% of the total duration of the current SOW to be performed under the Call-Off Contract, up to a maximum of 30 Working Days.

23.3 Partial days will be discounted in the calculation and the duration of the SOW will be calculated in full Working Days.

23.4 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this Clause is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this Clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this Clause without cause.
- Subject to clause 34 (Liability), if the Buyer terminates the Call-Off Contract without cause, they will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable

Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.

23.5 The Buyer will have the right to terminate the Call-Off Contract at any time with immediate effect by written notice to the Supplier if:

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the opinion of the Buyer, be remedied; or
- the Supplier commits any fraud.

23.6 Either Party may terminate the Call-Off Contract at any time with immediate effect by written notice to the other if:

- the other Party commits a Material Breach of any term of the Call-Off Contract (other than failure to pay any amounts due under the Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 Working Days of being notified in writing to do so;

- an Insolvency Event of the other Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- a Force Majeure Event occurs for a period of more than 15 consecutive calendar days.

23.7 If a Supplier Insolvency Event occurs, the Buyer is entitled to terminate the Call-Off Contract.

- **24. Consequences of termination**

24.1 If the Buyer contracts with another Supplier, the Supplier will comply with Clause 29.

24.2 The rights and obligations of the Parties in respect of the Call-Off Contract (including any executed SOWs) will automatically terminate upon the expiry or termination of the relevant Call-Off Contract, except those rights and obligations set out in clause 24.6.

24.3 At the end of the Call-Off Contract period (howsoever arising), the Supplier must:

- immediately return to the Buyer:
 - all Buyer Data including all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under the Call-Off Contract;
 - any materials created by the Supplier under the Call-Off Contract where the IPRs are owned by the Buyer;
 - any items that have been on-charged to the Buyer, such as consumables; and
 - all equipment provided to the Supplier. This equipment must be handed back to the Buyer in good working order (allowance will be made for reasonable wear and tear).
- immediately upload any items that are or were due to be uploaded to the repository when the Call-Off Contract was terminated (as specified in Clause 27);
- cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination (whichever is the earlier), and provide written confirmation to the Buyer that the data has been destroyed, except where the retention of Buyer Data is required by Law;
- vacate the Buyer premises;
- work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
- return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
- provide all information requested by the Buyer on the provision of the Services so that:
 - the Buyer is able to understand how the Services have been provided; and
 - the Buyer and the replacement supplier can conduct due diligence.

24.4 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where the Call-Off Contract states otherwise.

24.5 All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where the Call-Off Contract states otherwise.

24.6 Termination or expiry of the Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
 - 8 - Payment Terms and VAT
 - 9 - Recovery of Sums Due and Right of Set-Off
 - 11 - Confidentiality
 - 12 - Conflict of Interest
 - 13 - Intellectual Property Rights
 - 24 - Consequences of Termination
 - 28 - Staff Transfer
 - 34 - Liability
 - 35 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or the Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of the Call-Off Contract.

- **25. Supplier's status**

25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

- **26. Notices**

26.1 Any notices sent must be in writing. For the purpose of this Clause, an email is accepted as being in writing.

26.2 The following table sets out the method by which notices may be served under the Call-Off Contract and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in a pdf form to the correct email address without any error message

26.3 The address and email address of each Party will be the address and email address in the Order Form.

- **27. Exit plan**

27.1 The Buyer and the Supplier will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

- **28. Staff Transfer**

28.1 The Parties agree that nothing in the Call-Off Contract or the provision of the Services is expected to give rise to a transfer of employment to which the Employment Regulations apply.

28.2 The Supplier will fully indemnify the Buyer against all Supplier Staff Liabilities which arise as a result of any claims brought against the Buyer due to any act or omission of the Supplier or any Supplier Staff.

28.3 The indemnity given in Clause 28.2 will be uncapped.

- **29. Help at retendering and handover to replacement supplier**

29.1 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (Clause 27) to ensure continuity of the Services. Such help may include Supplier demonstrations of the existing code and development documents, software licences used and Buyer approval documents. The Supplier will also answer Service and development-related clarification questions.

29.2 Within 10 Working Days of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

- **30. Changes to services**

30.1 It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes.

30.2 Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier. The Supplier will consider any request by the Buyer to change the scope of the Services, and may agree to such request.

- **31. Contract changes**

31.1 All changes to the Call-Off Contract which cannot be accommodated informally as described in Clause 30 will require a Contract Change Note.

31.2 Either Party may request a contract change by completing and sending a draft Contract Change Note in the form in Schedule 4 of Part B - The Schedules ('the **Contract Change Notice**') to the other Party giving sufficient information to enable the other Party to assess the extent of the change and any additional cost that may be incurred. The Party requesting the contract change will bear the costs of preparation of the Contract Change Notice. Neither Party will unreasonably withhold or delay consent to the other Party's proposed changes to the Call-Off Contract.

31.3 Due to the agile-based delivery methodology recommended by the Framework Agreement, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

- **32. Force Majeure**

32.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate the Call-Off Contract with immediate effect by notice in writing.

- **33. Entire agreement**

33.1 The Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

33.2 Each of the Parties agrees that in entering into the Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in the Call-Off Contract.

33.3 Nothing in this Clause or Clause 34 will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

- **34. Liability**

34.1 Neither Party excludes or limits its liability for:

- death or personal injury;

- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 or 11B of the Supply of Goods and Services Act 1982; or
- any liability to the extent it cannot be excluded or limited by Law.

34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.

34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement:

- resulting in direct loss or damage to physical Property (including any technical infrastructure, assets or Equipment) of the other Party, will be limited to the sum of £1,000,000 in each Call-Off Contract year in which the Default occurs, unless otherwise stipulated by the Buyer in a Further Competition procedure
- subject to the first bullet point in this Clause 34.3 which occur in the first 6 months, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first six months
- subject to the first bullet point in this Clause 34.3 which occur during the remainder of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability
- subject to the first bullet point in this Clause 34.3 which occur after the end of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately before the end of the Call-Off Contract period.

34.4 Subject to clause 34.1, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or
- any indirect, special or consequential loss or damage.

34.5 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Material Breach; and/or
- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

34.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the

Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

34.7 Unless otherwise expressly provided, the obligations of the Buyer under the Call-Off Contract are obligations of the Buyer in its capacity as a Contracting counterparty and nothing in the Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Call-Off Contract on the part of the Buyer to the Supplier.

34.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this Clause have been reached.

• **35. Waiver and cumulative remedies**

35.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to.

35.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

• **36. Fraud**

36.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

36.2 If the Supplier commits any fraud relating to a Framework Agreement, the Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 36.3 below or by any other remedy available in law.

36.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this Clause.

• **37. Prevention of bribery and corruption**

37.1 The Supplier will not commit any Prohibited Act.

37.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission; and

- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this Clause

- **38. Legislative change**

38.1 The Supplier will neither be relieved of its obligations under the Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

- **39. Publicity, branding, media and official enquiries**

39.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate the Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

- **40. Non Discrimination**

40.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

- **41. Premises**

41.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

41.2 The Supplier will use the Buyer's premises solely for the Call-Off Contract.

41.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call-Off Contract.

41.4 This Clause does not create an tenancy or exclusive right of occupation.

41.5 While on the Buyer's premises, the Supplier will:

- ensure the security of the premises;
- comply with Buyer requirements for the conduct of personnel;
- comply with any health and safety measures implemented by the Buyer;
- comply with any instructions from the Buyer on any necessary associated safety measures ; and
- notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.

41.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

41.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

- **42. Equipment**

42.1 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

42.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

- **43. Law and jurisdiction**

43.1 The Call-Off Contract will be governed by the Laws of Scotland. Each Party agrees to submit to the exclusive jurisdiction of the courts of Scotland and for all disputes to be conducted within Scotland.

- **44. Defined Terms**

'Assurance'	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
'Background IPRs'	For each Party: <ul style="list-style-type: none"> • IPRs owned by that Party before the date of the Call-Off Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures; • IPRs created by the Party independently of the Call-Off Contract; and/or • For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under the Call-Off Contract; but excluding IPRs owned by that Party subsisting in Buyer Software or Supplier Software
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within the Framework Agreement
'Buyer Background IPRs'	Background IPRs of the Buyer
'Buyer's Confidential Information'	All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Buyer Data'	Data that is owned or managed by the Buyer, including Personal Data gathered for user research, eg recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer (other than

	under or pursuant to this Call Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services made between a Buyer and the Supplier</p> <p>This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SOW), Contract Change Notice (CNN) and terms and conditions as set out in the Call-Off Contract Order Form</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive
'Comparable Supply'	The supply of services to another customer of the Supplier that are the same or similar to any of the Services
'Confidential Information'	<p>CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Contracting Bodies'	The Buyer and any other person as listed in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Crown'	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Default'	<ul style="list-style-type: none"> any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)

	<ul style="list-style-type: none"> any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to the Framework Agreement or this Call-Off Contract <p>Unless otherwise specified in this Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer</p>
'Deliverable'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement of Work
'Digital Marketplace'	The government marketplace where Services will be bought (https://www.digitalmarketplace.service.gov.uk/)
'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 on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time
'Equipment'	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under the Call-Off Contract
'Extension Period'	The period (expressed in Working Days) that the initial Call-Off Contract term is extended by following notice given by the Buyer to the Supplier in accordance with Clause 1.4, such period not to exceed the number of whole days that represent 25% of the initial Call-Off Contract period.
'FoISA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Scottish Information Commissioner or relevant Government department in relation to such legislation
'Framework Agreement'	The Framework Agreement between CCS and the Supplier for the provision of the Services dated [x]
'Further Competition'	The Further Competition procedure as described in Section 3 (how Services will be bought) of the Framework Agreement.
'Good Industry Practice'	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice (https://www.gov.uk/service-manual/technology/code-of-practice.html) and the

	government service design manual (https://www.gov.uk/service-manual)
'Group'	A company plus any subsidiary or holding company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006
'Information'	As described under section 73 of the Freedom of Information (Scotland) Act 2002, as amended from time to time
'Insolvency Event'	may be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium
'Intellectual Property Rights' or 'IPR'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), Know-How, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</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 whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
'Key Staff'	Means the Supplier Staff named in the SOW as such
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body
'Loss'	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 'Losses' will be interpreted accordingly

'Lot'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract
'Management Information'	The Management Information (MI) specified in section 6 of the Framework Agreement
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> • there are omissions or errors in the Supplier's submission • the Supplier uses the wrong template • the Supplier's report is late • the Supplier fails to submit a report
'Material Breach' (Framework Agreement)	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> • Subcontracting • Non-Discrimination • Conflicts of Interest and Ethical Walls • Warranties and Representations • Provision of Management Information • Management Charge • Prevention of Bribery and Corruption • Safeguarding against Fraud • Data Protection and Disclosure • Intellectual Property Rights and Indemnity • Confidentiality • Official Secrets Act • Audit
'Material Breach' (Call-Off Contract)	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union
'Order Form'	An order in the form set out in Part A of the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> • for the purposes of the Framework Agreement; CCS

	<p>or the Supplier</p> <ul style="list-style-type: none"> for the purposes of the Call-Off Contract; the Supplier or the Buyer, and 'Parties' will be interpreted accordingly
'Personal Data'	<p>As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)</p>
'Prohibited Act'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> induce that person to perform improperly a relevant function or activity reward that person for improper performance of a relevant function or activity commit any offence: <ul style="list-style-type: none"> under the Bribery Act 2010 under legislation creating offences concerning Fraud at common Law concerning Fraud committing or attempting or conspiring to commit Fraud
'Project-Specific IPRs'	<ul style="list-style-type: none"> Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under the Call-Off Contract; <p>but not including the Supplier Background IPRs</p>
'Property'	<p>The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract</p>
'Regulations'	<p>The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2015 (at http://www.legislation.gov.uk/ssi/2015/446/pdfs/ssi_20150446_en.pdf), as amended from time to time</p>
'Regulatory Bodies'	<p>Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in the Framework Agreement or the Call-Off Contract</p>
'Reporting Date'	<p>The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties</p>
'Request for Information'	<p>A request for information or an apparent request under the Code of Practice on Access to Government Information, FOISA or the Environmental Information (Scotland) 2004 Regulations</p>
'Self Audit Certificate'	<p>The certificate in the form as set out in Framework Agreement Schedule 1 - Self Audit Certificate, to be</p>

	provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to one Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by Clause 9.18 of the Framework Agreement or the Call-Off Contract
'Supplier'	The Supplier of Digital Outcomes and Specialists services who successfully bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice). The identifying details of the Supplier to be bound by the terms of the Call-Off Contract are set out in the Order Form.
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or the Call-Off Contract
'Supplier Staff Liabilities'	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment
'Working Day'	Any day other than a Saturday, Sunday or public holiday in Scotland, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract