Scottish Procurement and Property Directorate

Scottish Government
Riaghaltas na h-Alba
gov.scot

T: 0131 244 6007
E: [REDACTED E-MAIL ADDRESS]

[REDACTED NAME]
PWC
144 Morrison Street, Edinburgh, EH3 8EX
By email: [REDACTED E-MAIL ADDRESS]

Our ref: Case Ref./563758

7th December 2021

**National Care Service: Business Case & Operating Models**

Dear [REDACTED NAME]

Thank you for your tender dated 24 November 2021 for the above named contract opportunity. We have now completed our evaluation of all the tenders received for this contract and, on behalf of the Scottish Ministers I must inform you that on this occasion your tender has not been successful. The tables below show the individual scores given against the published criteria in respect of your submission and those of the winning tenderer KPMG.

**Table 1 – Quality Score**

| Award Criteria | Section Weighting | Your Score | Winning Tenderer's Score |
|---|---|---|---|
| A - Understanding of Requirements and Policy Context | 30% | 19.80% | 30% |
| B – Methodology | 30% | 20.31% | 24.39% |
| C - Staffing and Resourcing | 25% | 19.48% | 16.50% |
| D - Climate Emergency Response | 4% | 4.00% | 2.64% |
| E - Community Benefits | 3% | 1.98% | 1.98% |
| F - Fair Work First | 5% | 3.30% | 5% |
| G – BCDR | 3% | 3.00% | 3% |
| **Overall Score** | **100%** | **71.87%** | **83.51%** |

**Table 2 – Price Score**

| Award Criteria | Weighting | Your Score | Winning Tenderer's Score |
|---|---|---|---|
| Price Score | **100%** | **90.00%** | **90.66%** |

**Table 3 – Price/Quality Ratio Score**

| Award Criteria | Weighting | Your Score | Winning Tenderer's Score |
|---|---|---|---|
| Quality | 70% | 50.31% | 58.45% |
| Price | 30% | 27.00% | 27.20% |
| **Total** | **100%** | **77.31%** | **85.65 %** |

The Framework requires us to summarise the reasons why you were unsuccessful and we have provided this together with the the characteristics and relative merits of the successful tender. This information is included in Appendix 1 this letter.

May I take this opportunity to once again thank you for your interest in this contract and remind you that further contracting opportunities from the Scottish public sector can be found on the Public Contracts Scotland portal.

Yours sincerely

[REDACTED NAME]

[REDACTED NAME]
Senior Portfolio Specialist

**APPENDIX 1**

| Question No | Your Score | Summary of Your Bid | Winning Bid Score | Relative Merits & Characteristics of The Winning Bid |
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| A1 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender demonstrates a good understanding of the policy environment, drawing out key reports/legislation in the social care area<br>• The tender also recognises the dependencies of the consultation analysis on the project, as well as an awareness of the dependency with the legislative/Bill timetable<br>• The tender includes examples of previous projects with the Scottish Government, highlighting positive output, and an enhanced understanding of the policy environment in Scotland.<br>• Integration authority outline is very strong; shows clear understanding of history<br>• Strong working experience of Integration Authorities<br>• Good awareness about the changing scope, i.e. children's…<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br>• The response could have drawn on wider experience which was referenced but not fully explored. | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Comprehensive response that clearly demonstrates the tenderers understanding of the policy context. The tenderer brings together a clear legislative review with an understanding of delivery, which us fundamental to IRASC.<br>• Comprehensive awareness of IRASC.<br>• Brings together with clarity the synthesis between policy and delivery – and the challengers thereof.<br>• Included examples from international approaches which would be valuable in feeding into the TOM/operating model work.<br>• Picked up on the need to shift the narrative around investing in SC to one of investing to provide economic benefits.<br>• Data and digital infrastructure comments are very germane.<br>• Demonstrated an understanding of the existing data landscape, through acknowledgment of the existing fragmented nature of local authority/social care data systems.<br>• Experience working with the SC system – as evidenced through the work with the Care Quality Commission, and the partnership with the Social |

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| | | • Consultation would have indicated extended scope and presented some initial details in terms of possible direction of travel.<br>• The response felt rather detached from the Specification in that it did not fully develop the policy understanding to show depth of understanding. | | Care Institution for Excellence – this would prove valuable for the current project.<br>• Traceability as an important consideration is a good point.<br>• Impact assessments as part of the process is a good point.<br>• Expert panel is good idea. |
| A2 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• Good awareness of requirements<br>• Acknowledges the links between the PBC and TOM<br>• Understanding of how the project will feed into the legislative timetable – including the financial memorandum<br>• Acknowledged the importance of capturing benefits, and using sensitivity analysis to validate assumptions/findings<br>• Acknowledged the importance of collecting baseline data<br>• There was a good awareness of the policy context surrounding the TOM – for example the recent discussion around removing charges<br>• Acknowledged the importance of learning from international models of care, as well as engaging with stakeholders<br>• Strong on the rhetoric of data and digital<br>• Good description of range of engagement with SG delivery team<br>• Scottish exemplars of Business case development | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• The tenderer provided good evidence setting out the recognition of interdependencies within the project – as evidenced by a diagram showing linkages between the different components of the project.<br>• Acknowledged the importance of including data and digital requirements at the outset.<br>• A strength of the tender was a demonstration of previous experience in developing HMT Green Book compliant business cases, and delivering system based transformation projects.<br>• Demonstrated they had good contract management systems in place, as well as the need to ensure that engagement with stakeholders is targeted, to avoid repetition and duplication. |

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| | | **The TEP deemed your proposal could have been improved in the following areas:**<br>• The respons was was weak on capturing lived experience, bottom up coproduction and codesign and realised benefits for citizens<br>• Stakeholder engagement at this point appeared to encapsulate the SG team<br>• There was no mention of social care supports as opposed to care<br>• The response was light on the threat of further digital exclusion as a 21st century social determinant of health<br>• While recognising the time imperative, three consultation (as opposed to codesign) workshops with 'wider' stakeholders seems light. | | |
| B1 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender sets out mobilisation tasks, and clearly attaches expected outcomes/deliverables to this<br>• Acknowledges the need to ensure no duplication of work between work streams.<br>• Previous examples of mobilisation phase has been included in the tender.<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br><br>• Whilst the LG example was good, the response would have been enhanced through the use of a more relevant public sector example. | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br><br>• The tender provided an awareness of the tight deadlines for delivering the project, and provided evidence of how to deliver within this context by: Planning a requirement session to establish a common understanding of deliverables/timescales, and agreement of prioritisation and a flexible resource proposal, which can be flexed according to need as the work programme develops.<br>• Clearly and tailored plan that outlines any assumptions.<br>• Clear plan to mobilise at pace and deliver value early on.<br>• Regular programme checkpoints. |

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| B2 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender recognises the requirement to be flexible, in line with consultation analysis findings/policy development<br>• The tender sets out 3 key stages for their approach to developing the TOM, and attaches clear deliverables to this<br>• The tender also provides evidence of developing operating models in health and social care legislative environment, demonstrating experience in this area.<br>• Clear insight into the need to prioritise the work that should be undertaken.<br>• Going after the implementation gap demonstrates real understanding of the 'so what' of a NCS<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br>• Stronger examples output of user journeys would have brought to life the TOM method – linking this to a clear system perspective. Person-centred approach has been strongly emphasised in IRASC and consultation and the response here did not draw out the Christie principles that would have been best-in-class.<br>• Helping SG understand what they would get in *draft* TOM would be helpful, i.e. draft vs mature model, etc.<br>• It is unclear the level of maturity the TOM will be delivered at. | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br><br>• Recognition of interdependencies between the TOM, and other work streams.<br>• Recognition of the need to ensure outputs are Green Book compliant.<br>• The document included a breakdown of the tasks, which was helpful, including recognition of the need to conduct sensitivity analysis/stress testing to validate findings.<br>• Approach to developing future state system appeared well thought out, and demonstrated an awareness of the wider context.<br>• Approach to identifying wider impacts across the system seemed sensible.<br>• Very good demonstration of building Lived Experience using personas and validating them against real stakeholder groups. |

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| B3 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The document provides detail on how the PBC will be taken forwards – through the establishment of a distinct sub-team, and notes dependencies with wider operating model work<br>• The tender acknowledges the clear links between the PBC, and the legislative timetable, and notes that the team has experience of delivering public sector businesses cases, as demonstrated through previous work.<br>• The document includes a table setting out the requirement for each of the 5 cases, demonstrating a good understanding of the tasks involved<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br>• Commercial summary was vague.<br>• Greater links with COM and TOM could have been drawn on here and the cross-project working that will be required.<br>• The tender notes that junior resources would lead each of the five cases, with oversight from senior partners as required. | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Recognition that the PBC work has dependencies, and a demonstration of experience of working in similar environments.<br>• The tenderer has links with central government departments to improve benefits monetisation.<br>• Demonstration of understanding of what is required for an economic case, and alignment between financial and economic case.<br>• Good project plan.<br>• Case model application to the strategic/economic/commercial/financial key activities very useful.<br>• Visual reporting very good. |
| B4 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender includes information on the proposed methodology for the COM via a 6 step approach, which is clearly linked to deliverables, and | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Recognition of the need to capture data for baselining purposes.<br>• Also notes the importance of avoiding duplication of works/links to PBC/TOM work. |

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| | | acknowledges the role for the consultation analysis findings in the process.<br>• The tender also provides details of the steps taken to avoid duplication by linking in with the business case work stream, and TOM work<br>• The tender notes the importance of capturing accurate and robust baselining data, and benefits tracking.<br>• Very comprehensive response. Clear method and sharp thinking demonstrated.<br>• Clearly shows the balance between ops model and baseline performance indicators which are required.<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br>• Current state assessment may not measure unfunded but identified need or unfunded, unidentified need<br>• Language about those 'receiving' care doesn't cover the spectrum of social care support and empowerment<br>• Example of COM would have further supported the case. | | • Recognition of need to make analysis user friendly through a 3 layered approach/data lake tool.<br>• Demonstration of experience in managing complex system projects, as well as alignment with business case leads. |
| B5 | 100 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• Provides details of suggested contract management processes, via weekly reporting and meetings to monitor progress.<br>• Provides examples of previous outputs used for contract management purposes. | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Clear and tailored resource management structure.<br>• Contract management plan is outlined in comprehensive outline.<br>• Clear accountabilities for the engagement is given with named supplier-side identified resource.<br>• Reporting plan is strong and clear. |

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| | | • Clearly demonstrates all requirements of managing risk and deploying resource to mobilise at pace. | | • Clear requirements for the client are set out to support an intelligent client method.<br>• Quality management review is established with partner-level challenge. |
| B6 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tenderer provides information on their approach to quality management, through their "System of Quality Management" approach<br>• Examples provided of previous experience to demonstrate their approach to ensuring quality is monitored.<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br><br>• The response could have been developed into actuals for this programme, e.g. how will quality management be demonstrated?<br>• Overall a more comprehensive answer could have been provided. | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br><br>• Outline of approach is clear and comprehensive.<br>• SCIE input provides clear SME insight into SC experience with clear plan to deliver.<br>• Subcontractor responsibility is outlined and supplier's responsibilities for this.<br>• Named quality oversight given.<br>• Partner challenge is outlined and demonstrates clear QM approach.<br>• Customer journey mapping<br>• Partner challenge panel |
| B7 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender provides information on areas that have been identified for potential service development, or innovation during the project, covering areas including ensuring a sustainability and climate change expert is part of the subject matter expert | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Focus on continuous improvement to client, including identifying lessons learnt, and opportunities.<br>• Catalogue of good practice shared<br>• Innovation events<br>• Supplier events<br>• Net zero events |

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| | | panel for the project, as well as building data and digital capabilities.<br>• Clearly demonstrates I&D and where this knowledge transfer can take place, i.e. within TOM work<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br><br>• The engagement events might usefully have included reference to those with lived experience | | • Social care innovation network event |
| C1 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender provides information on the experience of the proposed project team, demonstrating experience of working on previous Scottish public sector projects<br>• The tender also notes that a supplementary pool of experts will be available, if required.<br>• Clear outline of experience that matches requirements<br>• Strong working SG demonstrated – the team understanding SG at working level<br>• Good social care experience<br>• Great experience in LG in Scotland.<br>• Good knowledge of Scotland sector and great knowledge of UK sector.<br><br>**The TEP deemed your proposal could have been improved in the following areas:** | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Clear senior involvement from supplier firm.<br>• Strong Scotland experience demonstrated in the credentials.<br>• Public sector awareness and experience is very strong.<br>• Good TOM staffing especially with recognition of local implications being tailored in response. |

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| | | • For the PBC, the document was quite light on the experience the proposed team had on writing business cases, although this capability was demonstrated through the proposed supplementary experts.<br>• Greater SME with Scotland context would have supported further. | | |
| C2 | 100 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender provided information on how the availability of staff would be managed, as well as information on supporting staff, and investing in learning and development.<br>• Extensive support/ development programme | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Good understanding of resource required, and flexibility to support changing needs.<br>• Detail was provided on a number of successes, where resource was managed through refresh and replacement initiatives, as well as business continuity planning.<br>• Clear approach to staff wellbeing and how this is taken seriously by the firm.<br>• Agile approach to programme management |
| D1 | 100 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender provides details of the tenderers commitment to environmental sustainability, including proposed measures to ensure the contract is delivered in line with sustainability objectives.<br>• The tender also provides information on previous experience of delivering contracts in line with sustainability objectives. | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br>• Demonstrated an understanding of the Scottish policy context, including commitment to reduce GHG emissions.<br>• Proposal to hold workers session to explore carbon footprint, and how different TOM could link to reduction in carbon emissions.<br>• CDP Supplier Engagement Leaderboard 2020 |

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| E1 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br><br>• The tender provides examples of initiatives that could be introduced during the project to bring community benefits. These include providing shadowing opportunities for junior staff in Scotland, as well as facilitating a roundtable discussion to further understand supply chains.<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br><br>• A wider range of specific activities and associated deliverables associated with the contract would have enhanced the response. | 66 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br><br>• Section noted a number of initiatives in this area, including ensuring employment opportunities for people from disadvantaged groups through engagement with Enable.<br>• The section also proposed option of including volunteering days in the project.<br>• Section also proposes a series of spotlight sessions featuring individuals/organisations who have experience of need/delivering SC commitments. |
| F1 | 66 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br><br>• The tender notes that fair work practices apply to all members of staff, and provides further detail on their approach for implementing these practices.<br><br>**The TEP deemed your proposal could have been improved in the following areas:**<br>• The response would have been enhanced through reference to the provision of employment access/ development for disabled people. | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br><br>• Noted support for principles of Fair Work First, and provided a good level of detail on how the firm has committed to the criteria, including ensuring employees have an effective voice; and how these standards would be applied to this project. |

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| G1 | 100 | **The Tender Evaluation Panel (TEP) deemed that the positive aspects of your response to this question included:**<br>• The tender provides details of business contingency plans, and mitigating actions that will be deployed to ensure delivery. | 100 | **The TEP deemed that the relative merits & characteristics of the winning bid included:**<br><br>Detailed table, setting out threats, scale of risk/impact, and mitigation actions. |

# Crown Commercial Service

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# Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

## Order Form

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|---|---|
| Call-off reference: | Case 563758 |
| The buyer: | The Scottish Government |
| Buyer address: | Victoria Quay, Edinburgh EH6 6QQ |
| The supplier: | KPMG |
| Supplier address: | 15 Canada Square, Canary Wharf, London, E14 5GL |
| Registration number: | 04289790 |
| DUNS number: | 413916167 |
| Sid4gov id: | N/A |

**Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated

**9th December 2021**

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

**Call-off lot:** **Lot 3 – Complex and Transformation**

## Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.
Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee) – not used
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan) – not used
- Joint Schedule 11 (Processing Data)

### Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) – not used
- Call-Off Schedule 3 (Continuous Improvement) – not used
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services) – not used
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) - Short Form
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 12 (Clustering) – not used
- Call-Off Schedule 13 (Implementation Plan and Testing) – not used
- Call-Off Schedule 14 (Service Levels) – not used

- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking) – not used

- Call-Off Schedule 17 (MOD Terms) – not used
- Call-Off Schedule 18 (Background Checks) – not used

- Call-Off Schedule 19 (Scottish Law)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Northern Ireland Law) - not used
- Call-Off Schedule 23 (HMRC Terms) - not used

CCS Core Terms (version 3.0.10)

4. Joint Schedule 5 (Corporate Social Responsibility)
5. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above**.**

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

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| **Call-off start date:** | 13th December 2021 |
| **Call-off expiry date:** | 12th June 2023 |
| **Call-off initial period:** | 18 months |
| **Call-off deliverables:** | See details in Call-Off Schedule 20 (Call-Off Specification) |

**Maximum liability**

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

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

**£546,000**

**Call off charges**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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

- Specific Change in Law

**Reimbursable expenses**

Rates fully inclusive of any and all expenses, as per Schedule 3 (Framework Prices) paragraph 4.

**Payment method**

Payment will be made upon successful completion of the deliverables at key milestones stated within the specification.

The Scottish Government uses PECOS as the Purchase-to-Pay (P2P) system. Further information can be accessed through the following link:

http://www.gov.scot/Topics/Government/Procurement/eCommerce

The Scottish Government can accept invoices through the following options;

- Paper invoice to Accounts Payable, Victoria Quay, Edinburgh EH6 6QQ
- Email with a PDF attachment invoice

**Buyer's authorised representative**

[REDACTED NAME]
Contract Manager
[REDACTED E-MAIL ADDRESS]
Scottish Government, Victoria Quay, Edinburgh EH6 6QQ

**Supplier's authorised representative**

[REDACTED NAME]
Director
[REDACTED E-MAIL ADDRESS]
319 St Vincent Street, Glasgow, G2 5AS

**Supplier's contract manager**

[REDACTED NAME]
Director
[REDACTED E-MAIL ADDRESS]
319 St Vincent Street, Glasgow, G2 5AS

**Progress report frequency**

As per Specification

**Progress meeting frequency**

As per Specification

**Key staff**

As per Tender Response

**Key subcontractor**

Social Care Institute for Excellence

**Commercially sensitive information**

1. Our proposal inclusive of our rates, methodologies and credentials
2. Our pre-existing IPR including our methodologies, research into best practice and tools

**Service credits**

Not applicable

**Additional insurances**

Not applicable

**Guarantee**

Not applicable

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off

Schedule 4 (Call-Off Tender)]

**Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

The Parties note the Call-Off Schedule 20 includes a number of deliverables whose deadline is listed as TBD. The Parties agree that these milestones will be defined as part of mobilisation and will be mutually agreed in writing in order to come into operation. Further, the parties note agree that, as set out in the Call off Schedule 20, all named deliverables shall be subject to a quality acceptance process defined in a deliverable description document accepted by both Parties.

**For and on behalf of the Supplier**:

Signature: [REDACTED NAME]

Name: [REDACTED NAME]

Role: Director

Date: 10/12/2021

**For and on behalf of the Buyer**:

Signature: [REDACTED NAME]

Name: [REDACTED NAME]

Role: Head of SGPT

Date: 13 December 21

# Joint Schedule 1 (Definitions)

**Please note that this contract will operate within the jurisdiction of the Scottish Courts and under Scots Law. References to statexutes/ legislation should be read within a Scottish context.**

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

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

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

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

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;

1.3.8 references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

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

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

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

1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):

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

(b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

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

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

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

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| **"Achieve"** | in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly; |
| **"Additional Insurances"** | insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements); |
| **"Admin Fee"** | means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees; |
| **"Affected Party"** | the Party seeking to claim relief in respect of a Force Majeure Event; |

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| **"Affiliates"** | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time; |
| **"Annex"** | extra information which supports a Schedule; |
| **"Approval"** | the prior written consent of the Buyer and "**Approve**" and "**Approved**" shall be construed accordingly; |
| **"Audit"** | the Relevant Authority's right to:<br>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);<br>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;<br>c) verify the Open Book Data;<br>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;<br>e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;<br>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;<br>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;<br>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;<br>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;<br>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the |

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| | economy, efficiency and effectiveness with which the Relevant Authority has used its resources;<br>k) verify the accuracy and completeness of any:<br>(i) Management Information delivered or required by the Framework Contract; or<br>(ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form; |
| **"Auditor"** | a) the Buyer's internal and external auditors;<br>b) the Buyer's statutory or regulatory auditors;<br>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;<br>d) HM Treasury or the Cabinet Office;<br>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and<br>f) successors or assigns of any of the above; |
| **"Authority"** | CCS and each Buyer; |
| **"Authority Cause"** | any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; |
| **"BACS"** | the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom; |
| **"Beneficiary"** | a Party having (or claiming to have) the benefit of an indemnity under this Contract; |
| **"Buyer"** | the relevant public sector purchaser identified as such in the Order Form; |
| **"Buyer Assets"** | the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract; |
| **"Buyer Authorised Representative"** | the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form; |

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| **"Buyer Premises"** | premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them); |
| **"Call-Off Contract"** | the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form; |
| **"Call-Off Contract Period"** | the Contract Period in respect of the Call-Off Contract; |
| **"Call-Off Expiry Date"** | the scheduled date of the end of a Call-Off Contract as stated in the Order Form; |
| **"Call-Off Incorporated Terms"** | the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form; |
| **"Call-Off Initial Period"** | the Initial Period of a Call-Off Contract specified in the Order Form; |
| **"Call-Off Optional Extension Period"** | such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form; |
| **"Call-Off Procedure"** | the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure); |
| **"Call-Off Special Terms"** | any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract; |
| **"Call-Off Start Date"** | the date of start of a Call-Off Contract as stated in the Order Form; |
| **"Call-Off Tender"** | the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender); |
| **"CCS"** | the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP; |
| **"CCS Authorised Representative"** | the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form; |

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| **"Central Government Body"** | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:<br>a) Government Department;<br>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);<br>c) Non-Ministerial Department; or<br>d) Executive Agency; |
| **"Change in Law"** | any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date; |
| **"Change of Control"** | a change of control within the meaning of Section 450 of the Corporation Tax Act 2010; |
| **"Charges"** | the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| **"Claim"** | any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract; |
| **"Commercially Sensitive Information"** | the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss; |
| **"Comparable Supply"** | the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables; |
| **"Compliance Officer"** | the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations; |
| **"Confidential Information"** | means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential; |

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| **"Conflict of Interest"** | a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS; |
| **"Contract"** | either the Framework Contract or the Call-Off Contract, as the context requires; |
| **"Contract Period"** | the term of either a Framework Contract or Call-Off Contract on and from the earlier of the:<br>a) applicable Start Date; or<br>b) the Effective Date<br>up to and including the applicable End Date; |
| **"Contract Value"** | the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier; |
| **"Contract Year"** | a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof; |
| **"Control"** | control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly; |
| **"Controller"** | has the meaning given to it in the GDPR; |
| **"Core Terms"** | CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts; |
| **"Costs"** | the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:<br>e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:<br>i) base salary paid to the Supplier Staff;<br>ii) employer's National Insurance contributions;<br>iii) pension contributions;<br>iv) car allowances;<br>v) any other contractual employment benefits;<br>vi) staff training;<br>vii) work place accommodation; |

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| | viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and<br>ix) reasonable recruitment costs, as agreed with the Buyer;<br>f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;<br>g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and<br>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;<br>but excluding:<br>i) Overhead;<br>j) financing or similar costs;<br>k) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;<br>l) taxation;<br>m) fines and penalties;<br>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and<br>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions); |
| **"CRTPA"** | the Contract Rights of Third Parties Act 1999; |
| **"Data Protection Impact Assessment"** | an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data; |
| **"Data Protection Legislation"** | the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy; |

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| **"Data Protection Liability Cap"** | the amount specified in the Framework Award Form; |
| **"Data Protection Officer"** | has the meaning given to it in the GDPR; |
| **"Data Subject"** | has the meaning given to it in the GDPR; |
| **"Data Subject Access Request"** | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| **"Deductions"** | all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract; |
| **"Default"** | any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority; |
| **"Default Management Charge"** | has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information); |
| **"Delay Payments"** | the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan; |
| **"Deliverables"** | Goods and/or Services that may be ordered under the Contract including the Documentation; |
| **"Delivery"** | delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "**Deliver**" and "**Delivered**" shall be construed accordingly; |
| **"Disclosing Party"** | the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential); |

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| **"Dispute"** | any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts; |
| **"Dispute Resolution Procedure"** | the dispute resolution procedure set out in Clause 34 (Resolving disputes); |
| **"Documentation"** | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:<br>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables<br>b) is required by the Supplier in order to provide the Deliverables; and/or<br>c) has been or shall be generated for the purpose of providing the Deliverables; |
| **"DOTAS"** | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions; |
| **"DPA 2018"** | the Data Protection Act 2018; |
| **"Due Diligence Information"** | any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date; |
| **"Effective Date"** | the date on which the final Party has signed the Contract; |
| **"EIR"** | the Environmental Information Regulations 2004; |
| **"Electronic Invoice"** | an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and |

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| | electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870; |
| **"Employment Regulations"** | the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC; |
| **"End Date"** | the earlier of:<br>a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or<br>b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract; |
| **"Environmental Policy"** | to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer; |
| **"Equality and Human Rights Commission"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **"Estimated Year 1 Charges"** | the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form; |
| **"Estimated Yearly Charges"** | means for the purposes of calculating each Party's annual liability under clause 11.2:<br>i) in the first Contract Year, the Estimated Year 1 Charges; or<br>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or<br>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; |
| "**Exempt Buyer**" | a public sector purchaser that is:<br>a) eligible to use the Framework Contract; and |

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| | b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:<br>i) the Regulations;<br>ii) the Concession Contracts Regulations 2016 (SI 2016/273);<br>iii) the Utilities Contracts Regulations 2016 (SI 2016/274);<br>iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);<br>v) the Remedies Directive (2007/66/EC);<br>vi) Directive 2014/23/EU of the European Parliament and Council;<br>vii) Directive 2014/24/EU of the European Parliament and Council;<br>viii) Directive 2014/25/EU of the European Parliament and Council; or<br>ix) Directive 2009/81/EC of the European Parliament and Council; |
| "**Exempt Call-off Contract**" | the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract; |
| "**Exempt Procurement Amendments**" | any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer; |

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| **"Existing IPR"** | any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise); |
| **"Exit Day"** | shall have the meaning in the European Union (Withdrawal) Act 2018; |
| **"Expiry Date"** | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates); |
| **"Extension Period"** | the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates; |
| **"Financial** | a report by the Supplier to the Buyer that: |

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| **Reports"** | (a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;<br>(b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);<br>(c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and<br>(d) is certified by the Supplier's Chief Financial Officer or Director of Finance; |
| **"Financial Representative"** | a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data; |
| **"Financial Transparency Objectives"** | (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;<br>(b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;<br>(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;<br>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;<br>(e) the Parties challenging each other with ideas for efficiency and improvements; and<br>(f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices; |
| **"FOIA"** | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to |

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| | such legislation; |
| **"Force Majeure Event"** | any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:<br>a) riots, civil commotion, war or armed conflict;<br>b) acts of terrorism;<br>c) acts of a Central Government Body, local government or regulatory bodies;<br>d) fire, flood, storm or earthquake or other natural disaster,<br>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain; |
| **"Force Majeure Notice"** | a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event; |
| **"Framework Award Form"** | the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS; |
| **"Framework Contract"** | the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice; |
| **"Framework Contract Period"** | the period from the Framework Start Date until the End Date of the Framework Contract; |
| **"Framework Expiry Date"** | the scheduled date of the end of the Framework Contract as stated in the Framework Award Form; |
| **"Framework Incorporated Terms"** | the contractual terms applicable to the Framework Contract specified in the Framework Award Form; |
| **"Framework Optional Extension Period"** | such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form; |

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| **"Framework Price(s)"** | the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices); |
| **"Framework Special Terms"** | any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract; |
| **"Framework Start Date"** | the date of start of the Framework Contract as stated in the Framework Award Form; |
| **"Framework Tender Response"** | the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender); |
| **"Further Competition Procedure"** | the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure); |
| **"GDPR"** | the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **"General Anti-Abuse Rule"** | e) the legislation in Part 5 of the Finance Act 2013 and; and<br>f) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions; |
| **"General Change in Law"** | a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply; |
| **"Goods"** | goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ; |
| **"Good Industry Practice"** | standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector; |
| **"Government"** | the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf; |
| **"Government Data"** | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: |

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| | i) are supplied to the Supplier by or on behalf of the Authority; or<br>ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; |
| **"Guarantor"** | the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract; |
| **"Halifax Abuse Principle"** | the principle explained in the CJEU Case C-255/02 Halifax and others; |
| **"HMRC"** | Her Majesty's Revenue and Customs; |
| **"ICT Policy"** | the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure; |
| **"Impact Assessment"** | an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:<br>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;<br>b) details of the cost of implementing the proposed Variation;<br>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;<br>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and<br>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request; |
| **"Implementation Plan"** | the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer; |
| **"Indemnifier"** | a Party from whom an indemnity is sought under this Contract; |
| **"Independent** | where a Controller has provided Personal Data to another Party |

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| **Control"** | which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "**Independent Controller**" shall be construed accordingly; |
| **"Indexation"** | the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form; |
| **"Information"** | has the meaning given under section 84 of the Freedom of Information Act 2000; |
| **"Information Commissioner"** | the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies; |
| **"Initial Period"** | the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires; |
| **"Insolvency Event"** | with respect to any person, means:<br>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:<br>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or<br>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;<br>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;<br>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;<br>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;<br>(e) that person suspends or ceases, or threatens to suspend or |

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| | cease, carrying on all or a substantial part of its business;<br><br>(f) where that person is a company, a LLP or a partnership:<br><br>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;<br><br>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;<br><br>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or<br><br>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or<br><br>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above; |
| **"Installation Works"** | all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract; |
| **"Intellectual Property Rights" or "IPR"** | a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;<br><br>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<br><br>c) all other rights having equivalent or similar effect in any country or jurisdiction; |
| **"Invoicing Address"** | the address to which the Supplier shall invoice the Buyer as specified in the Order Form; |

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| **"IPR Claim"** | any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract; |
| **"IR35"** | the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies; |
| **"Joint Controller Agreement"** | the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*); |
| **"Joint Controllers"** | where two or more Controllers jointly determine the purposes and means of Processing; |
| **"Key Staff"** | the individuals (if any) identified as such in the Order Form; |
| **"Key Sub-Contract"** | each Sub-Contract with a Key Subcontractor; |
| **"Key Subcontractor"** | any Subcontractor:<br>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or<br>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or<br>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,<br>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| **"Know-How"** | all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date; |
| **"Law"** | any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, |

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| | regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply; |
| **"LED"** | Law Enforcement Directive (Directive (EU) 2016/680); |
| **"Losses"** | all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "**Loss**" shall be interpreted accordingly; |
| **"Lots"** | the number of lots specified in Framework Schedule 1 (Specification), if applicable; |
| **"Management Charge"** | the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"Management Information" or "MI"** | the management information specified in Framework Schedule 5 (Management Charges and Information); |
| **"MI Default"** | means when two (2) MI Reports are not provided in any rolling six (6) month period |
| **"MI Failure"** | means when an MI report:<br>a) contains any material errors or material omissions or a missing mandatory field; or<br>b) is submitted using an incorrect MI reporting Template; or<br>c) is not submitted by the reporting date (including where a declaration of no business should have been filed); |
| **"MI Report"** | means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information); |
| **"MI Reporting Template"** | means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority; |
| **"Milestone"** | an event or task described in the Implementation Plan; |
| **"Milestone Date"** | the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved; |
| **"Month"** | a calendar month and "**Monthly**" shall be interpreted accordingly; |
| **"National** | contributions required by the Social Security Contributions and |

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| **Insurance"** | Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004); |
| **"New IPR"** | IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or<br><br>IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;<br><br>but shall not include the Supplier's Existing IPR; |
| **"Occasion of Tax Non–Compliance"** | where:<br><br>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:<br><br>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;<br><br>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or<br><br>• any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion; |

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| **"Open Book Data "** | complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:<br>the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;<br>6. operating expenditure relating to the provision of the Deliverables including an analysis showing:<br>iii) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;<br>iv) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;<br>v) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and<br>vi) Reimbursable Expenses, if allowed under the Order Form;<br>7. Overheads;<br>8. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;<br>9. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;<br>10. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;<br>11. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and<br>12. the actual Costs profile for each Service Period; |
| **"Order"** | means an order for the provision of the Deliverables placed by a |

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| | Buyer with the Supplier under a Contract; |
| **"Order Form"** | a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract; |
| **"Order Form Template"** | the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules); |
| **"Other Contracting Authority"** | any actual or potential Buyer under the Framework Contract; |
| **"Overhead"** | those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs"; |
| **"Parliament"** | takes its natural meaning as interpreted by Law; |
| **"Party"** | in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "**Parties**" shall mean both of them where the context permits; |
| **"Performance Indicators" or "PIs"** | the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management); |
| **"Personal Data"** | has the meaning given to it in the GDPR; |
| **"Personal Data Breach"** | has the meaning given to it in the GDPR; |
| **"Personnel"** | all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract; |
| **"Prescribed Person"** | a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies; |
| **"Processing"** | has the meaning given to it in the GDPR; |
| **"Processor"** | has the meaning given to it in the GDPR; |
| **"Processor Personnel"** | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the |

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| | performance of its obligations under a Contract; |
| **"Progress Meeting"** | a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative; |
| **"Progress Meeting Frequency"** | the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form; |
| **"Progress Report"** | a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates; |
| **"Progress Report Frequency"** | the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form; |
| **"Prohibited Acts"** | a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:<br>vii) induce that person to perform improperly a relevant function or activity; or<br>viii) reward that person for improper performance of a relevant function or activity;<br>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or<br>c) committing any offence:<br>ix) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or<br>x) under legislation or common law concerning fraudulent acts; or<br>xi) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or<br>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK; |
| **"Protective Measures"** | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 |

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| | (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract. |
| **"Recall"** | a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance; |
| **"Recipient Party"** | the Party which receives or obtains directly or indirectly Confidential Information; |
| **"Rectification Plan"** | a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:<br>b) full details of the Default that has occurred, including a root cause analysis;<br>c) the actual or anticipated effect of the Default; and<br>d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable); |
| **"Rectification Plan Process"** | the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process); |
| **"Regulations"** | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires); |
| **"Reimbursable Expenses"** | the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:<br>travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and<br>• subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; |
| **"Relevant** | the Authority which is party to the Contract to which a right or |

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| **Authority"** | obligation is owed, as the context requires; |
| **"Relevant Authority's Confidential Information"** | a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);<br><br>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and<br><br>information derived from any of the above; |
| **"Relevant Requirements"** | all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010; |
| **"Relevant Tax Authority"** | HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established; |
| **"Reminder Notice"** | a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time; |
| **"Replacement Deliverables"** | any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party; |
| **"Replacement Subcontractor"** | a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor); |
| **"Replacement Supplier"** | any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer; |
| **"Request For Information"** | a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs; |
| **"Required Insurances"** | the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form; |

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| **"Satisfaction Certificate"** | the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test; |
| **"Security Management Plan"** | the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable); |
| **"Security Policy"** | the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier; |
| **"Self Audit Certificate"** | means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate); |
| **"Serious Fraud Office"** | the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time; |
| **"Service Levels"** | any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule); |
| **"Service Period"** | has the meaning given to it in the Order Form; |
| **"Services"** | services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form; |
| **"Service Transfer"** | any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor; |
| **"Service Transfer Date"** | the date of a Service Transfer; |
| **"Sites"** | any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:<br>a) the Deliverables are (or are to be) provided; or<br>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;<br>c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of the Deliverables provided falls within Call-Off Schedule 6 (ICT Services)); |

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| **"SME"** | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises; |
| **"Special Terms"** | any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract; |
| **"Specific Change in Law"** | a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date; |
| **"Specification"** | the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form; |
| **"Standards"** | any:<br>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;<br>b) standards detailed in the specification in Schedule 1 (Specification);<br>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;<br>d) relevant Government codes of practice and guidance applicable from time to time; |
| **"Start Date"** | in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form; |
| **"Statement of Requirements"** | a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure; |
| **"Storage Media"** | the part of any device that is capable of storing and retrieving data; |

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| **"Sub-Contract"** | any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party:<br>a) provides the Deliverables (or any part of them);<br>b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or<br>c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them); |
| **"Subcontractor"** | any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; |
| **"Subprocessor"** | any third Party appointed to process Personal Data on behalf of that Processor related to a Contract; |
| **"Supplier"** | the person, firm or company identified in the Framework Award Form; |
| **"Supplier Assets"** | all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets; |
| **"Supplier Authorised Representative"** | the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract; |
| **"Supplier's Confidential Information"** | a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;<br>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;<br>c) Information derived from any of (a) and (b) above; |
| **"Supplier's Contract Manager** | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment; |
| **"Supplier** | the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used |

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| **Equipment"** | by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract; |
| **"Supplier Marketing Contact"** | shall be the person identified in the Framework Award Form; |
| **"Supplier Non-Performance"** | where the Supplier has failed to:<br>a) Achieve a Milestone by its Milestone Date;<br>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or<br>c) comply with an obligation under a Contract; |
| **"Supplier Profit"** | in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period; |
| **"Supplier Profit Margin"** | in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage; |
| **"Supplier Staff"** | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract; |
| **"Supporting Documentation"** | sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable; |
| **"Termination Notice"** | a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination; |
| **"Test Issue"** | any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract; |
| **"Test Plan"** | a plan:<br>a) for the Testing of the Deliverables; and<br>b) setting out other agreed criteria related to the achievement of Milestones; |
| **"Tests "** | any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and |

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| | "**Tested**" and "**Testing**" shall be construed accordingly; |
| **"Third Party IPR"** | Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables; |
| **"Transferring Supplier Employees"** | those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date; |
| **"Transparency Information"** | the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –<br>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and<br>(ii) Commercially Sensitive Information; |
| **"Transparency Reports"** | the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports); |
| **"Variation"** | any change to a Contract; |
| **"Variation Form"** | the form set out in Joint Schedule 2 (Variation Form); |
| **"Variation Procedure"** | the procedure set out in Clause 24 (Changing the contract); |
| **"VAT"** | value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| **"VCSE"** | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| **"Worker"** | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; |
| **"Working Day"** | any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form; |
| **"Work Day"** | 8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; |

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| | and |
| **"Work Hours"** | the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks. |

# Joint Schedule 2 (Variation Form)

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

| Contract Details | | |
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| This variation is between: | **[delete** as applicable: CCS / Buyer**]** ("**CCS" "the Buyer"**)<br>And<br>**[insert** name of Supplier**]** (**"the Supplier"**) | |
| Contract name: | **[insert** name of contract to be changed] **("the Contract")** | |
| Contract reference number: | **[insert** contract reference number] | |
| **Details of Proposed Variation** | | |
| Variation initiated by: | **[delete** as applicable: CCS/Buyer/Supplier] | |
| Variation number: | **[insert** variation number] | |
| Date variation is raised: | **[insert** date] | |
| Proposed variation | | |
| Reason for the variation: | **[insert** reason] | |
| An Impact Assessment shall be provided within: | **[insert** number] days | |
| **Impact of Variation** | | |
| Likely impact of the proposed variation: | **[Supplier to insert** assessment of impact] | |
| **Outcome of Variation** | | |
| Contract variation: | This Contract detailed above is varied as follows:<br>**[CCS/Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ **[insert** amount] |
| | Additional cost due to variation: | £ **[insert** amount] |
| | New Contract value: | £ **[insert** amount] |

This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete** as applicable: CCS / Buyer**]**

- Words and expressions in this Variation shall have the meanings given to them in the Contract.
- The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **[delete** as applicable: CCS / Buyer**]**

| | |
|---|---|
| Signature | |
| Date | |
| Name (in Capitals) | |
| Address | |
| | |

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

| | |
|---|---|
| Signature | |
| Date | |
| Name (in Capitals) | |
| Address | |

# Joint Schedule 3 (Insurance Requirements)

## 1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

## 2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 Hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

## 3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

## 4. Evidence of insurance you must provide

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

## 5. Making sure you are insured to the required amount

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

## 6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is

reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

## 7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

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

# ANNEX: REQUIRED INSURANCES

**1.** The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 professional indemnity insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000);

1.2 public liability insurance [with cover (for a single event or a series of related events and in the aggregate)] of not less than five million pounds (£5,000,000); and

1.3 employers' liability insurance [with cover (for a single event or a series of related events and in the aggregate) of not less than] five million pounds (£5,000,000).

;

# Joint Schedule 4 (Commercially Sensitive Information)

**What is the Commercially Sensitive Information?**

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

| No. | Date | Item(s) | Duration of Confidentiality |
|---|---|---|---|
| 1 | 09/12/2021 | NCS Business Case and Operating Model proposal documents – Commercial and Technical response | Unlimited |
| 2 | 09/12/2021 | KPMG pre-existing IPR, inclusive of material referred to or included in the proposal, specifically sections in the Technical response:<br><br>- Method (B1, B2, B3, B4)<br>- research and good practice (A1 and A2 | Unlimited |

# Joint Schedule 5 (Corporate Social Responsibility)

## 1. What we expect from our Suppliers

1.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

1.2 CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.

1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

## 2. Equality and Accessibility

2.1 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:

2.1.1 eliminate discrimination, harassment or victimisation of any kind; and

2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

## 3. Modern Slavery, Child Labour and Inhumane Treatment

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

3.1 The Supplier:

3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;

3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.

3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;

3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;

3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

## 4. Income Security

4.1 The Supplier shall:

4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;

4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

4.1.3 not make deductions from wages:

(a) as a disciplinary measure

(b) except where permitted by law; or

(c) without expressed permission of the worker concerned;

4.1.4 record all disciplinary measures taken against Supplier Staff; and

4.1.5 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

## 5. Working Hours

5.1 The Supplier shall:

5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;

5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

5.1.3 ensure that use of overtime used responsibly, taking into account:

(a) the extent;

(b) frequency; and

(c) hours worked;

by individuals and by the Supplier Staff as a whole;

1.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

1.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

1.3.1 this is allowed by national law;

1.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

appropriate safeguards are taken to protect the workers' health and safety; and

1.3.3 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

1.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

## 2. Sustainability

2.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

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

# Joint Schedule 6 (Key Subcontractors)

## 1. Restrictions on certain subcontractors

**1.1** The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.

**1.2** The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.

**1.3** Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Buyer and the Supplier shall, at the time of requesting such consent, provide CCS and the Buyer with the information detailed in Paragraph 1.4. The decision of CCS and the Buyer to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a new Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:

1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;

1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

1.3.3 the proposed Key Subcontractor employs unfit persons.

**1.4** The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;

1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;

1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;

1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;

1.4.5 for the Buyer, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold (as defined in Joint Schedule 7 (Financial Distress)) of the Key Subcontractor.

**1.5** If requested by CCS and/or the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:

1.5.1 a copy of the proposed Key Sub-Contract; and

1.5.2 any further information reasonably requested by CCS and/or the Buyer.

**1.6** The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;

1.6.2 a right under CRTPA for CCS and the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Buyer respectively;

1.6.3 a provision enabling CCS and the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Buyer;

1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:

(a) the data protection requirements set out in Clause 14 (Data protection);

(b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);

(c) the obligation not to embarrass CCS or the Buyer or otherwise bring CCS or the Buyer into disrepute;

(d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and

(e) the conduct of audits set out in Clause 6 (Record keeping and reporting);

1.6.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Buyer under Clauses 10.4 (When CCS or the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and

1.6.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Buyer.

# Joint Schedule 7 (Financial Difficulties)

## 1. Definitions

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

| | |
|---|---|
| **"Credit Rating Threshold"** | the minimum credit rating level for the Monitored Company as set out in Annex 2 |
| **"Financial Distress Event"** | the occurrence or one or more of the following events:<br>a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;<br>b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;<br>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Company;<br>d) Monitored Company committing a material breach of covenant to its lenders;<br>e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or<br>f) any of the following:<br>i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;<br>ii) non-payment by the Monitored Company of any financial indebtedness; |

| | |
|---|---|
| | iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or<br>iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company<br>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract; |
| **"Financial Distress Service Continuity Plan"** | a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with each Call-Off Contract in the event that a Financial Distress Event occurs; |
| **"Monitored Company"** | Supplier or any Key Subcontractor |
| **"Rating Agencies"** | the rating agencies listed in Annex 1. |

## 2. When this Schedule applies

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

2.2 The terms of this Schedule shall survive:

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

2.2.2 under the Call-Off Contract until the termination or expiry of the Call-Off-Contract.

## 3. What happens when your credit rating changes

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

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

3.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide CCS within 10 Working Days of the end of each Contract Year and within 10 Working Days of written request by CCS (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by CCS. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

| | |
|---|---|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored; and |
| D | is the value at the relevant date of the current liabilities of the Monitored Company. |

3.4 The Supplier shall:

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

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

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating

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

## 4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if CCS becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and CCS shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 [In the event that a Financial Distress Event arises due to a Key Subcontractor notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, CCS shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

4.2.1 rectify such late or non-payment; or

4.2.2 demonstrate to CCS's reasonable satisfaction that there is a valid reason for late or non-payment.]

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

4.3.1 at the request of CCS meet CCS as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

4.3.2 where CCS reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

(a) submit to CCS for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

(b) provide such financial information relating to the Monitored Company as CCS may reasonably require.

4.4 If CCS does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS within five

(5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by CCS or referred to the Dispute Resolution Procedure.

4.5 If CCS considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by CCS, the Supplier shall:

4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;

4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to CCS for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and

4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.64.6.

4.8 CCS shall be able to share any information it receives from the Buyer in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

## 5. When CCS or the Buyer can terminate for financial distress

5.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Call-Off Contracts for material Default if:

5.1.1 the Supplier fails to notify CCS of a Financial Distress Event in accordance with Paragraph 3.4;

5.1.2 CCS and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service

Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

## 6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and CCS' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and

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

# ANNEX 1: RATING AGENCIES

Dun & Bradstreet

# ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

## Part 1: Current Rating

| Entity | Credit rating (long term) |
|---|---|
| Supplier | 5A 1 |
| SCIE | N 1 |

# Joint Schedule 8 (Guarantee) – NOT USED

# Joint Schedule 9 (Minimum Standards of Reliability)

## 1. Standards

**1.1** No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice **("Minimum Standards of Reliability")** at the time of the proposed award of that Call-Off Contract.

**1.2** CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:

**1.2.1** upon the request of any Buyer; or

**1.2.2** whenever it considers (in its absolute discretion) that it is appropriate to do so.

**1.3** In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and any Buyer in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Buyer can end this contract).

# Joint Schedule 10 (Rectification Plan) – NOT USED

# Joint Schedule 11 (Processing Data)

## Definitions

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

| | |
|---|---|
| **"Processor Personnel"** | all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract; |

## Status of the Controller

**2.** The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

(a) "Controller" in respect of the other Party who is "Processor";

(b) "Processor" in respect of the other Party who is "Controller";

(c) "Joint Controller" with the other Party;

(d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

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

## Where one Party is Controller and the other Party its Processor

**3.** Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

**4.** The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

**5.** The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged Processing and the purpose of the Processing;

(b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**6.** The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

(i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal

Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data;

(d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

**7.** Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Personal Data Breach.

**8.** The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

**9.** Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Personal Data Breach; and/or

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

**10.** The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the Processing is not occasional;

(b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

(c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

**11.** The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

**12.** The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

**13.** Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:

(a) notify the Controller in writing of the intended Subprocessor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

(d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

**14.** The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.

**15.** The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

**16.** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

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

**Independent Controllers of Personal Data**

**18.** With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

**19.** Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

**20.** Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal

Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

**21.** The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

**22.** The Parties shall only provide Personal Data to each other:

(a) to the extent necessary to perform their respective obligations under the Contract;

(b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

(c) where it has recorded it in Annex 1 *(Processing Personal Data).*

**23.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

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

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

(a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

(b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

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

(a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

(b) implement any measures necessary to restore the security of any compromised Personal Data;

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

(d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

**27.** Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 *(Processing Personal Data).*

**28.** Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 *(Processing Personal Data)*.

**29.** Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

**Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1.1.1 The contact details of the Relevant Authority's Data Protection Officer are: Stuart Gardener, Data Protection Officer, Scottish Government, 3D North, Victoria Quay, Edinburgh EH6 6QQ

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: Hamza Saghir, KPMG UK Data Protection Officer, Hamza.Saghir@kpmg.co.uk

1.1.1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**<br><br>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:<br><br>• It is likely that the names of some individuals will be processed during the execution of this work. Some identifying data such as salary, telephone number and position in the organisation may also be included here. Duration of the processing is for the period of the call off contract. |
| Duration of the Processing | Duration of the processing is for the period of the call off contract. |
| Nature and purposes of the Processing | Data shall only be processed for the express purposes for the performance of this services contract. |

| | |
|---|---|
| Type of Personal Data | It is likely that the names of some individuals will be processed during the execution of this work. Some identifying data such as name, telephone number, e-mail address and position in the organisation will be used in the delivery of the contract. Duration of the processing is for the period of the call off contract. |
| Categories of Data Subject | Government officials, advisors, partner organistions and wider stakeholders. . |
| Plan for return and destruction of the data once the Processing is complete<br><br>UNLESS requirement under Union or Member State law to preserve that type of data | Personal data must not be kept any longer than it is necessary for the purpose for which the personal data is processed and the Supplier should arrange secure destruction accordingly. |

## Annex 2 - Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the Supplier/Scottish Ministers:

(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

(c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and

(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### 2. Undertakings of both Parties

1.1.2.1 The Supplier and the Relevant Authority each undertake that they shall:

(a) report to the other Party every month on:

(i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

(ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

(b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

(c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

(d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Deliverables and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

(e) request from the Data Subject only the minimum information necessary to provide the Deliverables and treat such extracted information as Confidential Information;

(f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

(g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:

(i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

(ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and

(iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

(h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

(j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

1.1.2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under

applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

**3. Data Protection Breach**

1.1.3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and

(b) all reasonable assistance, including:

(i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

(iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

1.1.3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

**4. Audit**

1.1.4.1 The Supplier shall permit:

(a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

(b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

1.1.4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

**5. Impact Assessments**

1.1.5.1 The Parties shall:

(a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

(b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## 6. ICO Guidance

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

## 7. Liabilities for Data Protection Breach

1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

(a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial