



Loch Lomond & The Trossachs National Park Authority
Carrochan
Carrochan Road
Balloch
G83 8EG

FOI Ref: 2026-007
Date: 22nd April 2026

Dear XXX

REQUEST UNDER FREEDOM OF INFORMATION (SCOTLAND) ACT 2002

Thank you for your request for access to information held by Loch Lomond and The Trossachs National Park Authority. Please note that, as we are a Scottish public authority, we have processed your request under the Freedom of Information (Scotland) Act 2002 and provide our response below.

Your Request

I am writing to make a request for information under the Freedom of Information Act 2000. To make this as straightforward as possible to respond to, I have set out the request in a numbered questionnaire format below. Where a question asks for a document, please provide a copy in electronic format.

Please note that this request relates specifically to the software systems used by your Regulatory/Environmental/Planning Services teams for processing applications (commonly referred to as the "back-office system").

Out Response

We have attached a completed version of your questionnaire. Please note the following with regards to our answer to Question 9:

- You have asked about the 'back-office' system used for the provision of our planning service. Please note that the contract we hold for our back-office planning system includes the provision of several related services, and we are unable to disaggregate the cost of the back-office solution from the total cost of the contract. Additionally, the system that is employed by Loch Lomond and The Trossachs National Park Authority, for the purposes of managing planning applications, is shared with Cairngorms National Park Authority (LLTNPA is the contract manager). We have provided the cost for LLTNPA alone.

LOCH LOMOND & THE TROSSACHS NATIONAL PARK AUTHORITY

1

National Park Headquarters, Carrochan, Carrochan Road, Balloch, G83 8EG Long: 4°34'24"W Lat: 56°00'12"N

t: 01389 722600 f: 01389 722633 e: info@lochlomond-trossachs.org w: lochlomond-trossachs.org

Printed on paper sourced from certified sustainable forests.

Withheld/Redacted Information

Some information has been withheld or redacted from our response in line with section 33(1)(b) of the Freedom of Information (Scotland) Act 2002. This is because its disclosure would, or would be likely to, prejudice substantially the commercial interests of the supplier. The information comprises detailed commercial information, including pricing structures, disclosure of which would be likely to place the relevant party at a commercial disadvantage in future tendering and contractual negotiations. Having considered the public interest test, we are satisfied that the public interest in maintaining the exemption outweighs the public interest in disclosure.

Requests for Review

If you are unhappy with our response, you can ask us to review the way we have handled your request. Further information about the review and appeals process is provided in the attached sheet.

Yours sincerely

**Information Management
Loch Lomond and the Trossachs National Park Authority**

Review Procedure

If you are dissatisfied with this decision, or the way in which the Authority has dealt with your request, you are entitled to require the Authority to review its decision. Please note that in order for a review to take place you are required to:

- Send your request for review in writing, setting out in full the reasons why you are requesting a review.
- Submit your review request within 40 working days of either the date on which you received a response from the Authority or the date by which you should have received a response under the terms of the Freedom of Information (Scotland) Act 2002, whichever is the later.
- address your review request to:

Information Manager
Loch Lomond & The Trossachs National Park Authority
National Park Headquarters
Carrochan
Carrochan Road
Balloch
G83 8EG
E-mail: info@lochlomond-trossachs.org

The review will be handled by staff who were not involved in the original decision. You will receive notice of the result of your review within 20 working days.

If you are not satisfied with the response to your request for review, you can contact the Scottish Information Commissioner, the independent body which oversees the Freedom of Information (Scotland) Act 2002, at:

Scottish Information Commissioner
Kinburn Castle
Doubledykes Road
St Andrews
Fife
KY16 9DS
Tel: 01334 464610
Website: www.itspublicknowledge.info
E-mail: enquiries@itspublicknowledge.info

Dear FOI Officer,

Section A — Current System

1. What is the name of the back-office software system currently used by your planning service for processing planning applications?

(e.g. Idox Uniform, Agile Planning, DEF, Arcus, Northgate M3, BOPS, other)

Answer: **Idox Uniform, shared back-office system**

2. What version of this software is currently in use?

Answer: **10.8.10.2**

3. How is the system hosted? Please select one:

- On-premise (hosted on council servers)
- Cloud-hosted by the software supplier
- Cloud-hosted by a third-party provider
- Other (please specify): _____

4. What date did the current system go live at your authority?

Answer: **2002**

5. Which of the following services or functions use the current back-office system? Please tick all that apply:

- Planning application processing (householder)
- Planning application processing (major)
- Planning application processing (minor / other)
- Planning enforcement
- Planning appeals
- Pre-application advice
- Planning policy / local plan monitoring
- Building control
- Land charges
- Tree preservation orders
- Listed building consents
- Conservation area consents
- Environmental health
- Licensing
- Other (please specify): _____

Section B — Contract and Costs

6. What is the start date of the current contract?

Answer: **01/04/2025**

7. What is the end date of the current contract (excluding any extension options)?

Answer: **31/03/2030**

8. Does the contract include options to extend? If so:

(a) How many extension periods are available and of what duration?

Answer: **No optional extensions included in the contract**

(b) Have any extensions already been exercised?

Yes (please state how many and the revised end date): _____

No

(c) What are the cost implications of each extension period? Is the extension at the same annual rate, or does the cost change?

Answer: **Not applicable**

9. What is the total contract value over the full contract term (Please set out costs for any extension periods separately)?

£: **The total contract value over five years is £767,683.20. The cost to LLTNP is £446,647.82 with the remainder paid by Cairngorms National Park Authority.**

10. What is the current annual cost of the system to the authority? Please break down if possible:

(a) Annual licence / subscription fee: £ **Withheld – section 33(1)(b)**

(b) Annual support and maintenance fee: £ **Withheld – section 33(1)(b)**

(c) Annual hosting fee (if separate): £ **Withheld – section 33(1)(b)**

(d) Any other recurring annual costs (please specify): £ **Withheld – section 33(1)(b)**

11. Please provide a copy of the current contract (or most recent contract) between the authority and the back-office system supplier, including any schedules, service level agreements, and data processing agreements. **Please see attached (certain parts redacted in line with FOISA, section 33(1)(b))**

12. Please provide a copy of any variation agreements, change orders, or contract extension agreements that have been executed since the original contract was signed. **Not applicable**

Section C — Procurement

13. How was the current contract procured? Please select one:

Open tender

Restricted procedure

Framework call-off (please specify which framework): **RM6259 Lot 3**

Direct award

Other (please specify): _____

14. Is a reprocurement or contract renewal currently planned or underway?

Yes — please provide the expected procurement timetable: _____

No — please state when reprocurement is next expected: **Commence during 2029/2030**

15. Has the authority undertaken any market testing, soft market testing, or preliminary market engagement in relation to the future procurement of planning back-office systems in the last 24 months?

Yes (please provide details or a copy of any published notice)

No

Section D — Project Delivery and Transition

16. Was the current back-office system delivered and go-live achieved on time against the originally agreed project timetable?

Yes

No — please state how long the project was delayed beyond the original go-live date:

(e.g. 3 months, 6 months, over 12 months)

17. Was it necessary to run the previous back-office system and the new system simultaneously during the transition period (parallel running)?

Yes

No

If yes:

(a) How long did the parallel running period last? _____

(b) What was the additional cost of maintaining the previous system during this period?

£ _____

(c) Were there any additional licence, hosting, or support fees payable to the previous supplier during parallel running? If so, how much? £ _____

18. When the authority transitioned off the previous back-office system, did the previous supplier charge any exit fees, data extraction fees, or any other costs associated with the transition away from their system?

Yes

No

If yes:

(a) What was the total amount charged? £ _____

(b) Please provide a breakdown of what the charges were for (e.g. data extraction, data migration support, early termination, licence wind-down): _____

(c) Were these charges set out in the original contract, or were they imposed at the point of exit?

Section E — Integration and Third-Party Access

19. Does the current system receive planning applications electronically from the Planning Portal via a direct feed / connector (sometimes referred to as the “1APP feed” or “Submit-a-Plan” connector)?

Yes via the Scottish Government Planning portal and Idox Cloud connector

No — please describe how Planning Portal applications are received: _____

20. Does the current system receive applications (whether planning, building control, licensing or any other) electronically from any source other than the Planning Portal?

Yes (please specify which sources): _____

No

21. Has the authority received any request from a third-party submission platform (other than the Planning Portal) to integrate with or submit applications to your back-office system in the last 12 months?

Yes (please provide details of the request and the authority’s response)

No

22. Has the back-office system supplier indicated any restrictions on third-party platforms integrating with or submitting data to the system?

Yes (please provide details or a copy of any relevant correspondence)

No – not asked

Section F — Performance and Issues

23. Please provide a list of currently open / unresolved support tickets, issues, or service requests logged with the back-office system supplier as at the date of this request. For each, please provide:

(a) A brief description of the issue

(b) The date it was first reported

(c) The current status (e.g. open, in progress, awaiting supplier response)

(d) The priority or severity level assigned

No currently open or unresolved support tickets

24. How many support tickets or service requests have been logged with the back-office system supplier in the last 12 months?

Answer: 12

25. Has the authority experienced any unplanned system outages or significant service disruptions in the last 12 months?

Yes — how many, and what was the total downtime? _____

No

26. Has the authority formally escalated any performance, service, or contractual issue with the back-office system supplier in the last 24 months?

Yes (please provide details or a copy of any relevant correspondence)

No

Section G — Digital Planning Programme and Open Digital Planning

27. Is the authority a member of, or participant in, the Open Digital Planning (ODP) programme (formerly known as the RIPA / BOPS / PlanX programme)?

Yes — please state when the authority joined and in what capacity (e.g. funded council, pathfinder, associate member): _____

No

28. How much funding has the authority received from MHCLG (or its predecessor departments) for digital planning programmes in total, and for each programme or grant individually? Please list each programme, the amount received, and the period it covered:

(e.g. RIPA funding, Local Digital Fund, PropTech Innovation Fund, ODP pathfinder funding, Planning Software Improvement Fund, or any other MHCLG digital/planning technology grant)

(a) Programme name: _____ Amount received: £ _____
Period: _____

(b) Programme name: _____ Amount received: £ _____
Period: _____

(c) Programme name: _____ Amount received: £ _____
Period: _____

(d) (Please continue on a separate sheet if necessary)

Total MHCLG digital planning funding received: £ Not applicable

29. For each programme or grant listed in question 28, how much of the funding has been spent to date, and on what? Please provide a breakdown by programme:

(a) Programme name: _____ Amount spent to date:

£ _____

Brief description of what the funding was spent on: _____

(b) Programme name: _____ Amount spent to date:

£ _____

Brief description of what the funding was spent on: _____

(c) (Please continue on a separate sheet if necessary)

Not applicable — the authority has not received any MHCLG digital planning funding

Note on exemptions

I understand that some of the information requested may be subject to exemptions under the Act, in particular the commercial interests exemption under section 43(2). However, I would ask that the authority applies the public interest test to any proposed exemption, noting that there is a strong public interest in transparency around public expenditure on technology systems and the extent to which incumbent suppliers may restrict competition in the planning technology market.

Scope and cost

If any part of this request is unclear, or if you anticipate that responding would exceed the cost limit under section 12, I would be happy to discuss narrowing the scope. I would prefer to receive a partial response rather than a refusal on cost grounds.

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

Order Form

CALL-OFF REFERENCE: **LLTNPA PO 91215**
14/04/2025L3 – Idox Uniform Package 54

THE BUYER: Loch Lomond & The Trossachs National Park
Authority (LLTNPA)

BUYER ADDRESS Carrochan, 20 Carrochan Road, Balloch,
Alexandria G83 8EG

THE SUPPLIER: Idox Software Ltd

SUPPLIER ADDRESS: Unit 5, Woking 8, Forsyth Road, Woking, Surrey,
United Kingdom, GU21 5SB

REGISTRATION NUMBER: 02933889

DUNS NUMBER: 738400464

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **11/04/2025**. It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot 3: Housing, Environmental and Planning Solutions

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

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

Crown Copyright 2022

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6259
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6259
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **LLTNPA PO 91215**
14/04/2025L3 – Idox Uniform Package 54
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 19 (Scottish Law)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
7. Call-Off Schedule 24 (Supplier-Furnished Terms)

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

CALL-OFF SPECIAL TERMS

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

Special Term 1

Clause 11.2 of the Core Terms (version 3.0.11) is replaced in its entirety by the following new clause 11.2

“Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is [REDACTED]”. All other applicable Schedules are amended accordingly

Special Term 2

Supplier's liability under clauses 9.5 and 14.8(e) of the Core Terms (version 3.0.11) is limited to no more than the lesser of one thousand percent (1000%) of the Estimated Yearly Charges or two million (£2 million) pounds. All other applicable Schedules are amended accordingly.

Special Term 3

In Joint Schedule 11 (Processing Data): Cairngorms National Park Authority (CNPA) is the Controller for CNPA Planning related data; Loch Lomond and The Trossachs National Park Authority (LLTNPA) is the Controller for LLTNPA Planning related data; and LLTNPA is the Controller for all contract and business related data.

CALL-OFF START DATE: 1st April 2025

CALL-OFF EXPIRY DATE: 31st March 2030

CALL-OFF INITIAL PERIOD: 5 years

CALL-OFF DELIVERABLES

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

NB the Hosting onboarding service is not included in this call-off contract.

Onboarding, including the installation of Unimap Web for CNPA, will be ordered and carried out as consultancy under the current RM3821 call-off contract as per Idox

████████████████████

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by this Order Form and clause 1 of the Call-Off Special Terms included in this Order Form.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

████████████████████

CALL-OFF CHARGES

Call-off contract year / item	Hosting & Subscription costs	Maintenance, support & subscriptions	Technical Managed Service	Total annual Costs ex VAT
2025-2026 annual costs ex VAT	██████████	██████████	██████████	██████████
2026-2027 annual costs ex VAT	██████████	██████████	██████████	██████████
2027-2028 annual costs ex VAT	██████████	██████████	██████████	██████████
2028-2029 annual costs ex VAT	██████████	██████████	██████████	██████████
2029-2030 annual costs ex VAT	██████████	██████████	██████████	██████████
5-year Totals ex VAT	██████████	██████████	██████████	██████████

Payment Profile

The agreed payment profile for Idox hosting related annual costs and any additional contracted works is as follows:

- Annual payment: 100% payable on submission of an agreed invoice amount within 1 month of the support and maintenance anniversary date (usually 1st April)
- Purchase of software licences, licence keys and additional seats: 100% payable on receipt of licences and/or licence keys.
- Consultancy services including, but not limited to, training, systems and data development and other services out with the scope of the Technical Managed Service: 50% payable on commencement and 50% payable on completion of services and testing.
- For larger projects where service duration exceeds two weeks: payment terms and milestones to be agreed by both parties prior to commencement of services.
- No payments will be made in advance for the delivery of goods or services unless otherwise stated above.
- All non-disputed invoices will be paid within 30 days of receipt.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Electronic BACS Transfer

BUYER'S INVOICE ADDRESS:

Chief Executive
 Loch Lomond & The Trossachs National Park Authority
 finance@lochlomond-trossachs.org

Carrochan, 20 Carrochan Road, Balloch, Alexandria G83 8EG

BUYER'S AUTHORISED REPRESENTATIVE

██████████

GIS Manager

██████████@lochlomond-trossachs.org

Carrochan, 20 Carrochan Road, Balloch, Alexandria G83 8EG

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

██████████

Account Manager

██████████@idoxgroup.com

SUPPLIER'S CONTRACT MANAGER

Legal Department

██████████@[idoxgroup.com](mailto:██████████@idoxgroup.com)

First Floor, Grosvenor Building, 72 Gordon Street, Glasgow, G1 3RS

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

██████████, GIS Manager, Loch Lomond & The Trossachs National Park Authority

██████████, Key Account Manager, Idox Software Limited

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALY SENSITIVE INFORMATION

Any information pertaining to the manner in which the Supplier will perform the services required by this contract, including associated intellectual property rights. Details of the Call-Off Charges, including individual prices.

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable



GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

IN WITNESS WHEREOF these presents consisting of this page and the five preceding pages together with the schedules and terms as listed on the order form are subscribed as follows:

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	Anoop Kang (Apr 16, 2025, 3:43pm) Anoop Kang	Name:	Gordon Watson (Apr 16, 2025, 2:22pm) Gordon Watson
Role:	Chief Financial Officer	Role:	Chief Executive
Date:	16 Apr 2025	Date:	16 Apr 2025

Schedules

Joint Schedule 1	(Definitions and Interpretation) RM6259
Joint Schedule 2	(Variation Form)
Joint Schedule 3	(Insurance Requirements)
Joint Schedule 4	(Commercially Sensitive Information)
Joint Schedule 10	(Rectification Plan)
Joint Schedule 11	(Processing Data)
Call-Off Schedule 1	(Transparency Reports)
Call-Off Schedule 2	(Staff Transfer)
Call-Off Schedule 3	(Continuous Improvement)
Call-Off Schedule 6	(ICT Services)
Call-Off Schedule 8	(Business Continuity and Disaster Recovery)
Call-Off Schedule 9	(Security)
Call-Off Schedule 19	(Scottish Law)
Call-Off Schedule 20	(Call-Off Specification)
Joint Schedule 5	(Corporate Social Responsibility)
Call-Off Schedule 24	(Supplier-Furnished Terms)

Joint Schedule 1 (Definitions)

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

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

1.3.14 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:

" Accounting Reference Date "	means in each year the date to which the Supplier prepares its annual audited financial statements;
" 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;
" Affiliates "	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
" Annex "	extra information which supports a Schedule;
" Approval "	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
" Audit "	the Relevant Authority's right to:

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

Joint Schedule 1 (Definitions)

Crown Copyright 2022

"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;
"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

Joint Schedule 1 (Definitions)

Crown Copyright 2022

	Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	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;

"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: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; 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;

Joint Schedule 1 (Definitions)

Crown Copyright 2022

	<p>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</p> <p>h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding:</p> <p>i) Overhead;</p> <p>j) financing or similar costs;</p> <p>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;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;

"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>p) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>q) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>r) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;

"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: s) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or t) 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 : i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	a public sector purchaser that is: a) eligible to use the Framework Contract; and b) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:

Joint Schedule 1 (Definitions)

Crown Copyright 2022

	<ul style="list-style-type: none"> i) the Regulations; ii) the Concession Contracts Regulations 2016 (SI 2016/273); iii) the Utilities Contracts Regulations 2016 (SI 2016/274); iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); v) the Remedies Directive (2007/66/EC); vi) Directive 2014/23/EU of the European Parliament and Council; vii) Directive 2014/24/EU of the European Parliament and Council; viii) Directive 2014/25/EU of the European Parliament and Council; or ix) Directive 2009/81/EC of the European Parliament and Council;
"Exempt Call-off Contract"	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
"Exempt Procurement Amendments"	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

"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 Reports"	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); 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 <p>is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes

	of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);

"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Gold Contract"	a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or 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;
"HM Government"	Her Majesty's Government;
"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"	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:

	<p>(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</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(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;</p> <p>(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;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
--	---

"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISO"	International Organization for Standardization;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p>

Joint Schedule 1 (Definitions)

Crown Copyright 2022

	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, 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, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"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: <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	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 Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data "	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including</p>

	<p>capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;

"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of 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 UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	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:

	<ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; 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 c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or 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”	<p>appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.</p>
“Rating Agency”	<p>as defined in the Framework Award Form or the Order Form, as the context requires;</p>
“Recall”	<p>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;</p>
"Recipient Party"	<p>the Party which receives or obtains directly or indirectly Confidential Information;</p>
"Rectification Plan"	<p>the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and

	c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 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

Joint Schedule 1 (Definitions)

Crown Copyright 2022

	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;
"RTI"	Real Time Information;
"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: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"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: a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;

"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"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;
"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: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"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; 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; 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 Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier

Joint Schedule 1 (Definitions)

Crown Copyright 2022

	(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: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or 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;
"Tax"	<ul style="list-style-type: none"> a) all forms of taxation whether direct or indirect; b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;

"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and 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 "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 – (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 (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);
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland
"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;

Joint Schedule 1 (Definitions)

Crown Copyright 2022

"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"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 (Variation Form)

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

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

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete]** as applicable: CCS / Buyer]
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 2 (Variation Form)

Crown Copyright 2022

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 effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if 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 co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following 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 one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.3 product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
and
 - 1.4 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?

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

No.	Date	Item(s)	Duration of Confidentiality
1	19/02/2025	Any information pertaining to the manner in which the Supplier will perform the services required by this contract, including associated intellectual property rights.	five years after the termination of this Call-Off
2	19/02/2025	Details of the Call-Off Charges, including individual prices	five years after the termination of this Call-Off

Joint Schedule 10 (Rectification Plan)

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

Joint Schedule 10 (Rectification Plan)
 Crown Copyright 2022

	[...]	[date]	
Signed by the Supplier:		Date:	
Review of Rectification Plan [CCS/Buyer]			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[add reasons]		
Signed by [CCS/Buyer]		Date:	

Joint Schedule 11 (Processing Data)

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

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

- (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 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;

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

- (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

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

- (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.

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

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*).

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

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

A) Template

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

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: infomanagement@lochlomond-trossachs.org
- 1.2 The contact details of the Supplier's Data Protection Officer are: **privacy@idoxgroup.com**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 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:</p> <ul style="list-style-type: none"> • LLTNPA Planning related data • CNPA Planning related data <p>The Supplier is Controller and the Relevant Authority is Processor</p> <ul style="list-style-type: none"> • <i>Not Applicable</i> <p>The Parties are Joint Controllers</p> <ul style="list-style-type: none"> • <i>Not Applicable</i> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller,

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

	<ul style="list-style-type: none"> • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority’s duties under the Contract) for which the Relevant Authority is the Controller.
<p>Duration of the Processing</p>	<p>For the term of the Call Off Contract for ePlanning related data</p> <p>Up to five years after the expiry or termination of the Call of Contract for Business contact details</p>
<p>Nature and purposes of the Processing</p>	<ul style="list-style-type: none"> • The exchange and use of business contact details in the ordinary course of business, and for the purpose of contract performance in relation to the subject-matter. • Access to personal data as part of systems and software support which may include exporting, holding or manipulating full copies of the data from time to time. • Hosting the personal data in the supplier’s cloud environment, and making and retaining copies of the data for the purposes of backup and disaster recovery. • The receipt and onward transmission of personal data through the IDOX Cloud Connector Framework. • The receipt and onward transmission of personal data through the Idox hosted Public Access systems
<p>Type of Personal Data</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Categories of Data Subject</p>	<p>Employees, contractors or other representatives of the controller. Planning applicants, agents, consultees, members of the public.</p> <p>Subjects of investigations,</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member</p>	<p>Following termination or expiry of the Call-Off Contract and upon written notification by the Buyer to do so, the Supplier will return the data to the Buyer in an agreed format.</p>

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

State law to preserve that type of data	
---	--

B) Framework Contract Personal Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is the Controller and the Supplier is Processor 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.
Duration of the Processing	Up to five years after the expiry or termination of the Framework Contract
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including <ol style="list-style-type: none">I. Ensuring effective communication between the Supplier and the Relevant AuthorityII. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 15 (Record Keeping and Reporting)
Type of Personal Data	Includes: <ol style="list-style-type: none">I. Contact details of, and communications with, Relevant Authority staff concerned with management of the Framework ContractII. Contact details of, and communications with, Buyer staff concerned with award and management of Order Call-Off Contracts awarded under the Framework Contract,III. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract

Joint Schedule 11 (Processing Data)

Crown Copyright 2022

	Contact details, and communications with Supplier staff concerned with management of the Framework Contract
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none">I. Relevant Authority staff concerned with management of the Framework ContractII. Buyer staff concerned with award and management of Call-Off Contracts awarded under Framework ContractIII. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract <p>Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>All relevant data to be deleted 5 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder</p>

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
[Performance]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance management]	[]	[]	[]

Call-Off Schedule 2 (Staff Transfer)

1. Definitions

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

“Acquired Rights Directive” 1 the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

2

"Employee Liability" 3 all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding employment debts and unlawful deduction of wages including any PAYE and National Insurance Contributions;

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

	<ul style="list-style-type: none">f) employment claims whether in tort, contract or statute or otherwise;g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Former Supplier"	a supplier supplying services to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: " <i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i> " issued in October 2013 including: <ul style="list-style-type: none">(i) any amendments to that document immediately prior to the Relevant Transfer Date; and(ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of this Schedule as notified to the Supplier by the Buyer;
"Old Fair Deal"	HM Treasury Guidance " <i>Staff Transfers from Central Government: A Fair Deal for Staff Pensions</i> " issued in June 1999 including the supplementary guidance " <i>Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues</i> " issued in June 2004;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;

"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part D: Pensions and its Annexes, where the Supplier or a Subcontractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Subcontractor), references to the Relevant Transfer Date shall become references to the Start Date;
"Staffing Information"	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: <ul style="list-style-type: none"><li data-bbox="590 940 1385 1064">(a) their ages, dates of commencement of employment or engagement, gender and place of work;<li data-bbox="590 1097 1385 1220">(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;<li data-bbox="590 1254 1385 1344">(c) the identity of the employer or relevant contracting Party;<li data-bbox="590 1377 1385 1545">(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;<li data-bbox="590 1579 1385 1657">(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;<li data-bbox="590 1691 1385 1899">(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
 - (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
 - (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
 - (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;
- "Supplier's Final Supplier Personnel List"** a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
- "Supplier's Provisional Supplier Personnel List"** a list prepared and updated by the Supplier of all Supplier Staff who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
- "Term"** the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
- "Transferring Buyer Employees"** those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
- "Transferring Former Supplier Employees"** in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. INTERPRETATION

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

3. Which parts of this Schedule apply

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

[Part C (No Staff Transfer on the Start Date)]
Part E (Staff Transfer on Exit)

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

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

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

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

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

Subcontractor to the Buyer and, if applicable, Former Supplier within 6 months of the Start Date.

- 1.9 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

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

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

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

it shall provide in a suitably anonymised format so as to comply with the Data Protection Legislation, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Subcontractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Subcontractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Subcontractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not, and agrees to procure that each Subcontractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Buyer (not to be unreasonably withheld or delayed):

:

- 1.5.1 replace or re-deploy any Supplier Staff listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

- expertise and is employed on the same terms and conditions of employment as the person he/she replaces
- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Staff (including pensions and any payments connected with the termination of employment);
- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Staff save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services);
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;

and shall promptly notify, and procure that each Subcontractor shall promptly notify, the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Subcontractor of any notice to terminate employment given by the Supplier or relevant Subcontractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer such information as the Buyer may reasonably require relating to the manner in which the Services are organised, which shall include:
 - 1.6.1 the numbers of employees engaged in providing the Services;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Statutory Schemes or any Broadly Comparable scheme set up pursuant to the provisions of any of the Annexes to Part D (Pensions) (as appropriate); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

- 1.7 The Supplier shall provide, and shall procure that each Subcontractor shall provide, all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Subcontractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Subcontractor shall provide, to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Subcontractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
- 1.7.1 the most recent month's copy pay slip data;
 - 1.7.2 details of cumulative pay for tax and pension purposes;
 - 1.7.3 details of cumulative tax paid;
 - 1.7.4 tax code;
 - 1.7.5 details of any voluntary deductions from pay; and
 - 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 The Buyer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of the relevant Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Subcontractor. Such change in the identity of the supplier of such services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Buyer and the Supplier agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Subcontractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Subcontractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Subcontractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including (without limit) the payment of all remuneration, benefits, entitlements, and outgoings, all wages, accrued

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Subcontractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Subcontractor.

2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Subcontractor against any Employee Liabilities arising from or as a result of:

2.3.1 any act or omission of the Supplier or any Subcontractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;

2.3.2 the breach or non-observance by the Supplier or any Subcontractor occurring on or before the Service Transfer Date of:

(a) **any collective agreement applicable to the Transferring Supplier Employees; and/or**

(b) **any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Subcontractor is contractually bound to honour;**

2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Subcontractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;

2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:

(a) **in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and**

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

- 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Subcontractor's failure, to comply with its obligations under the Employment Regulations.
 - 2.5 If any person who is not identified in the Supplier's Final Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Subcontractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
 - 2.5.1 the Buyer shall procure that the Replacement Supplier and/or Replacement Subcontractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing; and
 - 2.5.2 the Supplier may offer (or may procure that a Subcontractor may offer) employment to such person, or take such other reasonable steps as it considered appropriate to deal the matter provided always that such steps are in compliance with Law, within 15 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Subcontractor.
 - 2.6 If such offer of is accepted, or if the situation has otherwise been resolved by the Supplier or a Subcontractor, Buyer shall procure that the Replacement Supplier shall, or procure that the and/or Replacement Subcontractor shall, immediately release or procure the release the person from his/her employment or alleged employment;
 - 2.7 If after the 15 Working Day period specified in Paragraph 2.5.2 has elapsed:
 - 2.7.1 no such offer has been made:
 - 2.7.2 such offer has been made but not accepted; or
 - 2.7.3 the situation has not otherwise been resolved
- the Buyer shall advise the Replacement Supplier and/or Replacement Subcontractor (as appropriate) that it may within 5 Working Days give notice to terminate the employment or alleged employment of such person;
- 2.8 Subject to the Replacement Supplier's and/or Replacement Subcontractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7 and in accordance with all applicable proper employment procedures set out in applicable Law and subject to Paragraph 2.9 below, the Supplier will indemnify the Replacement Supplier and/or Replacement Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

2.9 The indemnity in Paragraph 2.8:

2.9.1 shall not apply to:

(a) any claim for:

- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

In any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Subcontractor, or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Subcontractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Subcontractor to the Supplier within 6 months of the Service Transfer Date..

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Subcontractor nor dismissed by the Replacement Supplier and/or Replacement Subcontractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee. .

2.11 The Supplier shall comply, and shall procure that each Subcontractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Subcontractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

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

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

2.13 Subject to Paragraph 2.14, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Subcontractor and its Subcontractors against any Employee Liabilities arising from or as a result of:

2.13.1 any act or omission of the Replacement Supplier and/or Replacement Subcontractor in respect of any Transferring Supplier Employee in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;

2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Subcontractor on or after the Service Transfer Date of:

(a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or

(b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Subcontractor is contractually bound to honour;

2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Subcontractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Subcontractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Subcontractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Subcontractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) **in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and**
 - (b) **in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Subcontractor, to the Replacement Supplier or Replacement Subcontractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;**
- 2.13.7 a failure of the Replacement Supplier or Replacement Subcontractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and

Call-Off Schedule 2 (Staff Transfer)

Crown Copyright 2022

- national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and
- 2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Subcontractor in relation to obligations under regulation 13 of the Employment Regulations.
- 2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Subcontractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Subcontractor (as applicable) to comply with its obligations under the Employment Regulations.

Call-Off Schedule 3 (Continuous Improvement)

1. Buyer's Rights

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

2. Supplier's Obligations

- 2.1. The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2. The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3. In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1. identifying the emergence of relevant new and evolving technologies;
 - 2.3.2. changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3. new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4. measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4. The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.

Call-Off Schedule 6 (ICT Services)

Crown Copyright 2022

- 2.5. The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 2.6. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7. If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8. Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1. the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2. the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9. The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10. All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11. Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12. At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 6 (ICT SERVICES)

1. Definitions

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

"Buyer Property"	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
"Buyer Software"	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Buyer System"	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
"Defect"	any of the following: <ul style="list-style-type: none">a) any error, damage or defect in the manufacturing of a Deliverable; orb) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; orc) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract; ord) any failure of any Deliverable to operate in conjunction with or interface with any other

Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"ICT Environment"	the Buyer System and the Supplier System;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any COTS Software;
"Maintenance Schedule"	has the meaning given to it in Paragraph 8 of this Schedule;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"New Release"	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;

"Operating Environment"	means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Permitted Maintenance"	has the meaning given to it in Paragraph 8.2 of this Schedule;
"Quality Plans"	has the meaning given to it in Paragraph 6.1 of this Schedule;
"Sites"	has the meaning given to it in Joint Schedule 1 (Definitions), and for the purposes of this Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
"Software"	Specially Written Software, COTS Software and non-COTS Supplier and third-party software;
"Software Supporting Materials"	has the meaning given to it in Paragraph 9.1 of this Schedule;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;

"Supplier System" the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).

2. When this Schedule should be used

2.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

3. Buyer due diligence requirements

3.1 The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;

- 3.1.1 suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
- 3.1.2 operating processes and procedures and the working methods of the Buyer;
- 3.1.3 ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
- 3.1.4 existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.

3.2 The Supplier confirms that it has advised the Buyer in writing of:

- 3.2.1 each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2 the actions needed to remedy each such unsuitable aspect; and
- 3.2.3 a timetable for and the costs of those actions.

4. Licensed software warranty

4.1 The Supplier represents and warrants that:

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

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

- 4.1.2 all components of the Specially Written Software shall:
- (a) be free from material design and programming errors;
 - (b) perform in all material respects in accordance with the relevant specifications contained in Call-Off Schedule 14(Service Levels) and Documentation; and
 - (c) not infringe any IPR.

5. Provision of ICT Services

5.1 The Supplier shall:

- 5.1.1 ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2 ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3 ensure that the Supplier System will be free of all encumbrances;
- 5.1.4 ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5 minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables.

6. Standards and Quality Requirements

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

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

Call-Off Schedule 6 (ICT Services)

Crown Copyright 2022

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

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

- 6.4.1 be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
- 6.4.2 apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
- 6.4.3 obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

7. ICT Audit

7.1 The Supplier shall allow any auditor access to the Supplier premises to:

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

8. Maintenance of the ICT Environment

8.1 If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.

8.2 Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

8.3 The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.

8.4 The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

9. Intellectual Property Rights in ICT

9.1 Assignments granted by the Supplier: Specially Written Software

Not Applicable

9.2 Licences granted by the Supplier: Specially Written Software

9.2.1 The Supplier shall grant to the Buyer a royalty-free and exclusive licence to use, adapt and sub-license the Specially Written Software together with and including:

- (a) the Documentation, Source Code and the Object Code of the Specially Written Software; and
- (b) all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**"),

for any purpose relating to the Deliverables (or substantially equivalent deliverables) including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

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

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

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

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

9.3.3 Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.3.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

Call-Off Schedule 6 (ICT Services)

Crown Copyright 2022

- (a) notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- (b) only use such third party IPR as referred to at Paragraph 9.3.3 if the Buyer Approves the terms of the licence from the relevant third party.

9.3.4 Where the Supplier is unable to provide a licence to the Supplier's Existing IPR in accordance with Paragraph 9.3.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

9.3.5 The Supplier may terminate a licence granted under Paragraph 9.3.2 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

9.4 Licences for COTS Software by the Supplier and third parties to the Buyer

9.4.1 The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.4.2 Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.4.3 Where a third party is the owner of COTS Software licensed in accordance with this Paragraph [9.4] the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

9.4.4 The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

- (a) will no longer be maintained or supported by the developer; or
- (b) will no longer be made commercially available

9.5 Buyer's right to assign/novate licences

9.5.1 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph [9.2] (*Licences for non-COTS IPR from the Supplier and third parties to the Buyer*) to:

- (a) a Central Government Body; or
- (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.5.2 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.3

9.5.3 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Paragraph [9.2] (*Licences granted by the Supplier: Specially Written Software*) to:

- (a) a Central Government Body; or
- (b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer provided that such transfer is for any purpose relating to the Deliverables (or substantially equivalent deliverables)

9.5.4 If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in Paragraphs [9.2] and/or [9.3].

9.6 Licence granted by the Buyer

Not Applicable

9.7 Licence granted by the Buyer

Not Applicable

9.8 Licence granted by the Buyer

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

9.9 Open Source Publication

Not Applicable

9.10 Malicious Software

9.10.1 The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

9.10.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

9.10.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of Paragraph 9.9.2 shall be borne by the Parties as follows:

- (a) by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
- (b) by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

9.11 Restrictions on exploiting Specially Written Software

9.11.1 Notwithstanding the Supplier's ownership of the Specially Written Software or licence which allows it to exploit and commercialise the New IPR:

- (a) the Supplier must always offer a price and solution to the Buyer which is in accordance with the Charges and must license the New IPR and Supplier Existing IPR to the Buyer on equivalent terms as apply under this Contract;
- (b) where the Supplier proposes to exploit the New IPR, that it provides a detailed proposal of its plans for exploitation of the New IPR and the forecast returns, including (but not limited to) details of the goods and services to be offered by the Supplier which use the New IPR, the target

markets and territory, the estimated level of orders, the marketing strategy; full details of the estimated costs, prices, revenues and profits; impact assessment on services delivered under the Contract; and any other information that would reasonably be required by the Buyer to enable it to consider the commercial, legal and financial implications to the Parties of the proposal and any further information which the Buyer may reasonably request; and

- (c) where the Supplier proposes to discount the prices offered to the Buyer in return for the right to exploit the New IPR, that it provides clear evidence to demonstrate how the exploitation plans and financial information provided under Paragraph 9.11.1.2 above have been applied to the price for the Deliverables offered to the Buyer and other potential end users;

9.11.2 The Buyer shall be under no obligation to:

- (a) offer the New IPR (where this is owned by the Buyer) or the Buyer Existing IPR on an exclusive licence basis or on any other alternative terms of licensing and ownership; or
- (b) accept any alternative arrangement proposed by the Supplier under this Paragraph and the Buyer shall be entitled to require the Supplier to deliver the solution on the basis of the same position on ownership and licensing of the New IPR (where this is owned by the Buyer) or Buyer Existing IPR applies as applies under this Contract.

9.11.3 This Contract does not confer any exclusive right on the Supplier to negotiate with the Buyer in relation to the New IPR (where this is owned by the Buyer), Buyer Existing IPR or any Crown IPR and the Buyer shall be entitled to license, assign and otherwise deal with such IPR (where it owns such IPR) with any other person (except to the extent that the Buyer has entered into an exclusive licence with the Supplier in respect of such IPR pursuant to this Contract).

9.11.4 The Supplier acknowledges and agrees that the Buyer is under an obligation to comply with procurement Laws and state aid rules when considering proposals for alternative IPR arrangements and the Buyer will need to consider its position and approach on a case by case basis.

9.12 **Gain share**

Not Applicable

10. Supplier-Furnished Terms

10.1 Software Licence Terms

Call-Off Schedule 6 (ICT Services)

Crown Copyright 2022

10.1.1 Not Applicable

10.1.2 Terms for licensing of COTS Software in accordance with Paragraph 9.4 are detailed in Call-Off Schedule 24.

10.2 Software as a Service Terms

10.2.1 Additional terms for provision of a Software as a Service solution are detailed in Call-Off Schedule 24.

10.3 Software Support & Maintenance Terms

10.3.1 Additional terms for provision of Software Support & Maintenance Services are detailed in Call-Off Schedule 24

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1. Definitions

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

“Annual Revenue”

means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:

figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12-month period; and

where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

**“Appropriate Authority” or
“Appropriate Authorities”**

means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;

“Associates”

means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;

"BCDR Plan"

has the meaning given to it in Paragraph 2.2 of Part A of this Schedule;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Crown Copyright 2022

"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of Part A of this Schedule;
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Control"	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Corporate Change Event"	means: <ul style="list-style-type: none">a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Deliverables;d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;

- g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
- i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Critical National Infrastructure”

means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

significant impact on the national security, national defence, or the functioning of the UK;

“Critical Service Contract”

a service contract which the Buyer has categorised as a Gold Contract or which the Buyer otherwise considers should be classed as a Critical Service Contract;

“CRP Information”	means, together, the: Group Structure Information and Resolution Commentary; and UK Public Sector and CNI Contract Information;
“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Contract, including for the avoidance of doubt the provision of the Deliverables in accordance with the terms of the Contract;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of Part A of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
“Group Structure Information and Resolution Commentary”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 to Part B of Annex 1;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Crown Copyright 2022

“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Public Sector Dependent Supplier”	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
“Related Supplier”	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
“Review Report”	has the meaning given to it in Paragraph 6.3 of this Schedule;
“Strategic Supplier”	means those suppliers to government listed at; https://www.gov.uk/government/publications/strategic-suppliers ;
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
“Supplier's Proposals”	has the meaning given to it in Paragraph 6.3 of this Schedule;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Appendix 1 of Annex 2;

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Crown Copyright 2022

PART B: SHORT FORM SAAS BUSINESS CONTINUITY & DISASTER RECOVERY

1. The Supplier's business continuity and disaster recovery plan is appended hereto.
2. The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

The Supplier's business continuity and disaster recovery plan has been reviewed by the Buyer and deemed satisfactory. The plan is not appended to this schedule.

Call-Off Schedule 9 (Security)

Part C: Short Form Security Requirements – SaaS

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

“Security Management Plan” means the Supplier's security management plan prepared pursuant to paragraph 2.

2. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan . After Buyer Approval the Security Management Plan will apply during the Term of this Call-Off Contract. The plan will protect all aspects and processes associated with the delivery of the Services.
3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.

Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

Call-Off Schedule 19 (Scottish Law)

1. When you should use this Schedule

1.1 This Call-Off Schedule 19 may be included to adapt the Core Terms and Schedules so that the Call Off Contract is under Scottish Law.

2. Changes to the Core Terms

2.1 Clause 19, (Other people's rights in this contract) – "Contract Rights of Third Parties Act (CRTPA)" shall be replaced by "Contract (Third Party Rights) (Scotland) Act 2017 (CTPRSA)". References to "CRTPA" shall be replaced by "CTPRSA".

2.2 Clause 34 (Resolving Disputes):

2.2.1 Clause 34.2 – add the following wording: "The governing law and jurisdiction provisions of CEDR's Model Mediation Agreement shall be deemed to be amended to refer to the laws of Scotland and the Court of Session."

2.2.2 Clause 34.3 The term "Courts of England and Wales" shall be amended to read "*Court of Session*"

2.2.3 Clause 34.4 – Conduct of Arbitration.

- (a) The words "*under the London Court of International Arbitration rules current at the time of the Dispute*" shall be deleted.
- (b) The seat or legal place of the arbitration shall be amended so that it takes place in "*Edinburgh*" as opposed to "*London*".
- (c) Add the following wording "*The arbitration shall be conducted in accordance with the Arbitration (Scotland) Act 2010 subject to disapplication in whole or in part of any of the default rules of the Scottish Arbitration Rules comprising Schedule 1 to that Act as the Parties may agree.*"

2.3 Clause 35 (Which Laws apply) – the words "*English Law*" shall be replaced by "*the Law of Scotland*".

3. Changes to the Joint Schedules

3.1 Joint Schedule 1 – Definitions shall be amended as follows:

3.1.1 The definition of "CRTPA" shall be replaced by "'CTPRSA' the Contract (Third Party Rights) (Scotland) Act 2017".

3.1.2 In the definition of "Dispute" the reference to "*English law*" shall be replaced by "*the Law of Scotland*" and the reference to the "*English courts*" shall be replaced by the "*courts of Scotland*".

3.1.3 In the definition of "Insolvency Event" – the word "*Assignment*" replaced by "*Assignment*".

- 3.1.4 In the definition of “Losses” the word “*tort*” shall be replaced with “*delict*”.
 - 3.1.5 In part (a) of the definition of “Intellectual Property Rights” the words “*Know-How*” and “*trade secrets*” refer to pre-existing know-how and trade secrets only.
 - 3.1.6 “Working Day”: reference to “England and Wales” replaced by “Scotland”
- 3.2 Where a Guarantee is selected, the following provisions of Joint Schedule 8 – Guarantee shall be amended as follows:
- 3.2.1 Throughout the whole Schedule delete all references to “deed of Guarantee” merely express as “Guarantee”
 - 3.2.2 In Annex 1 - Form of Guarantee:
 - (a) WHEREAS (B) “deed” replaced by “contract”
 - (b) Clause 4.1 Delete references to “England and Wales” when referring to addresses.
 - (c) Clause 12 – the word “*assignment*” shall be amended to “*assignation*”.
 - (d) Clause 14 – “Contract (Rights of Third Parties) Act 1999” shall be amended to “Contract (Third Party Rights) (Scotland) Act 2017”.
 - (e) Clause 16 Governing Law (add “and Jurisdiction”). References to “*Courts of England*” to be replaced by “*Court of Session*”. References to “*English*” to be replaced by “*Scottish*”. References to “*England and Wales*” to be replaced by “*Scotland*”.
 - (f) Alter execution strip to read as follows:

“IN WITNESS WHEREOF THESE PRESENTS CONSISTING OF THIS PAGE AND THE [] PRECEDING PAGES ARE EXECUTED IN DUPLICATE AS FOLLOWS:

SIGNATURE:

NAME:

POSITION:

PLACE OF SIGNING:

DATE:

WITNESS:

WITNESS NAME:

WITNESS ADDRESS:”

Changes to Call-Off Schedules

Not Applicable

References to Legislation

Where legislation applicable to England and Wales only is expressly mentioned in this Call Off Contract it shall have the effect of substituting the equivalent legislation applicable in Scotland.

Call-Off Schedule 20 (Call-Off Specification)

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

Hosting of Loch Lomond and The Trossachs National Park Authority (LLTNPA) and Cairngorms National Park Authority (CNPA) Idox planning systems in the Uniform cloud.

Recurring maintenance, support and subscriptions

The provision of Idox software licensing, and associated support and maintenance services for the IDOX applications used by Loch Lomond and The Trossachs National Park Authority (LLTNPA) and Cairngorms National Park Authority (CNPA) including all constituent parts and connectors.

- Uniform casework system (two instances, 24 concurrent users shared by LLTNPA and CNPA)
- UnimapWeb (two separate installations)
- Uniform data management tool (one shared installation)
- Electronic Document & Records Management System (EDRMS) (two separate installations)
- EDRMS Redact (two separate installations)
- EDRMS Retention & destruction module (two separate installations)
- EDRMS scan (one installation for LLTNPA, not used by CNPA)
- Public Access (two separate installations)
- Cloud Connector framework (CCF) (two separate installations)
- GMS Exchange (two separate installations)
- Other constituent parts and connectors

Annual hosting and subscription costs

The provision and hosting of the servers, databases and other associated infrastructure required to run the LLTNPA and CNPA planning systems in the Idox Uniform Cloud.

- 33 named user Citrix clients and Citrix support and maintenance
- Oracle and SQL server licences and database administration
- One shared Uniform application & database server
- Two UniMap Web servers
- Two EDRMS application & database servers
- Two Public Access application servers
- One shared Public Access Web server
- Cloud data storage
- Security, backup and disaster recovery services
- Routine server upgrades and patching
- Other associated infrastructure

Technical Managed Service (TMS)

The provision of services to upgrade the databases, applications and constituent parts and connectors required to run the LLTNPA and CNPA planning systems in the Idox Uniform Cloud.

TMS upgrades over 5-year term	Number	Effort (days)	Total Effort	Daily Rate	Total over Term
Oracle	1	3	3	██████	██████
Uniform	10	3	30	██████	██████
Unimap Web	10	1	10	██████	██████
Document Management System	4	2.5	10	██████	██████
Public Access	8	5	40	██████	██████
Apps/Digital Connector	2	1	2	██████	██████
Uniform Snapshot	10	2	20	██████	██████
Project Management	5	3	15	██████	██████
Total Technical Managed Service costs over the 5-year term					██████

Other Services

Consultancy, Development and Training services associated with the IDOX systems as called off under this framework agreement from time to time. Such services will not usually require a Variation Form. A Variation Form will be required for the addition or removal of constituent parts of the Idox systems or to vary the numbers of users.

NB the Hosting onboarding service is not included in this call-off contract. Onboarding, including the installation of Unimap Web for CNPA, will be ordered and carried out as consultancy under the current RM3821 call-off contract as per Idox



Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

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

2. Equality and Accessibility

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

3. Modern Slavery, Child Labour and Inhumane Treatment

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

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

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2022

- 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;

Joint Schedule 5 (Corporate Social Responsibility)

Crown Copyright 2022

- 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;

- 5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

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

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

Call-Off Schedule 24 (Supplier-Furnished Terms)

Part 1A Non-COTS Third Party Software

Not Applicable

Part 1B COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 10.1.2 are detailed in Annex 1

Part 1C Software as a Service (“SaaS”) Terms

Terms for provision of Software as a Service in accordance with Call-Off Schedule 6 Paragraph 10.2 are detailed in Annex 1.

Part 1D Software Support & Maintenance Terms

Terms for provision of Software support & maintenance services in accordance with Call-Off Schedule 6 Paragraph 10.3 are detailed in Annex 2

Annex 1

SOFTWARE LICENCE AGREEMENT

These terms and conditions of licence form Idox's agreement with you for the use of the software ("Software") as more particularly described in the Order Form. If you, the "Licensee", do not agree to any of the terms contained herein please do not install the Software.

By installing the Software, or procuring the Software to be installed, you, the Licensee, consent to be bound by and become a party to this Software Licence Terms and Conditions (the "Licence").

Definitions: All capitalized terms used in this Software Licence Agreement shall be given the meaning defined in Clause 12.

1. LICENCE AND TERM

1.1 Subject to payment of the applicable licence fees (as set out in the Order Form), and subject to the terms of this Licence, Idox hereby grants to the Licensee a non-exclusive, non-transferable licence to use the Software and the user manuals relating to the use of the Software (hereinafter defined as the "Documentation") for the number of users (as set out in the Order Form) for the period specified therein. Where no designated user basis is specified in the Order Form, the designated user basis shall be a Named User Base. Where no period is specified in the Order Form, the Software licence shall be granted for the duration of the Services to which the Licence relates, as specified in the Order Form, including any agreed extensions, and subject always to Idox's right to terminate the Order Form, as provided for in clause 5 of this Licence.

2. LICENCE COMPLIANCE AND AUDIT

2.1 The Licensee shall use its reasonable endeavours to ensure that it does not exceed the maximum number of seats, users, or copies licensed as specified in the Order Form (the "Permitted Users"). Idox reserves the right to include any appropriate application or function within the Software to ensure the Licensee's use of the Software in accordance with the Permitted Use and the terms of this Licence. In the event that any Software applications are deployed by the Licensee within a shared or remote environment, then the Licensee shall ensure that access to each individual software application is controlled and limited so that the Software is only used according to the Permitted Use and Users and the terms of this Licence.

2.2 Idox reserves the right to annually audit the Licensee's deployment and the use of Software for compliance with the terms of this Licence. Thirty (30) days after the anniversary date of the Commencement Date as stated in the Order Form, Idox will provide to the Licensee a Licence Audit Utility to enable the Licensee to self-audit deployed licences. Results of the self-audit are to be submitted by the Licensee to Idox within thirty (30) days of receipt of licence audit utility, to enable Idox to verify compliance with the Order Form, particularly regarding the number of Permitted Users.

2.3 In the case of the self-audit results identifying a licensing shortfall, the Licensee shall remedy any discrepancies by reducing the number of users in line with the Order Form; or issue a new purchase order(s) at the agreed

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

prices for the balance of users to restore compliance with this Licence and the Permitted Users in the Order Form. Licensee shall do so within thirty (30) days of written notification by Idox of the discrepancy.

- 2.4 If audit results are not returned to Idox within (30) days from receipt of the completed licence audit utility form, or Idox reasonably believes that the form as returned does not accurately report the Permitted Users, then Idox reserves the right to conduct an audit on the Licensee's premises at a mutually agreeable time during the Licensee's normal business hours. Any costs associated with such an audit will be charged by Idox to the Licensee. If, following completion of the audit, the Licensee is in breach of the Licence and the Order Form by exceeding the number of Permitted Users, the Licensee shall be invoiced for the additional users at the rate of twenty percent (20%) over the price charged in the relevant Order Form.

3. SOFTWARE USE AND

LICENSEE OBLIGATIONS Permitted

Use:

- 3.1 The Software and Documentation may only be used as authorized in this Licence:
- 3.1.1 by the Licensee, and Licensee Personnel and Subcontractors for data inputting and reporting for the internal business purposes of the Licensee.; and
 - 3.1.2 by the Licensee and Licensee Personnel for configuration purposes in the normal course of the business of the Licensee; and
 - 3.1.3 by third parties duly authorised by the Licensee who reasonably need access to the Software and/or Documentation as stated in the Order Form.
- 3.2 Except as specified in the Order Form, the Software shall not be used to provide a data processing service to any third party whether by way of trade or otherwise.
- 3.3 Licensee shall not modify, amend or alter the Software in any way without the prior written consent of Idox.
- 3.4 Licensee shall be liable for any breach of the Licence granted hereby by any of Licensee's Personnel or Subcontractors and will indemnify and hold harmless the Licensor against all liabilities, losses, damages, reasonable costs and expenses incurred or suffered by Idox as a result of any such breach.
- 3.5 Licensee shall follow all reasonable instructions given by Idox from time to time with regard to the use of the Software. Licensee shall permit Idox, at all reasonable times and at Idox's own expense (except in the circumstances of clause 2.4 above in which case all audit expenses are to be paid by the Licensee), to verify that the use of the Software is within the terms of this Licence.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

- 3.6 The Licensee may not use the Software on more than one live server environment unless otherwise agreed in writing with Idox (except where necessary for the purposes of disaster recovery). If the location of the live server environment is changed at any time, the Licensee must notify Idox in advance. The Software Licences may be transferred (for no additional licence fee) at any time into a hosted environment. Any software licences provided specifically for test and development environments of the Licensee may not be used in a live environment.
- 3.7 Except as expressly authorised herein, the Licensee shall not cause or permit any use or disclosure of any Software performance benchmark results or other tests carried out on the Software to any third party without Idox's prior written consent and, where applicable, without prior written consent of any owner of third party software (as specified in the Order Form).
- 3.8 The Licensee will not use the Software in violation or contravention of any applicable legislation.
- 3.9 The Licensee shall be entitled to make such copies of the Software in machine readable form as are reasonable for back-up purposes or disaster recovery purposes only. Subject to the provisions of this clause 3, the Licensee may not use, copy, modify, amend, alter or transfer the Software or any copy, adaptation, transcription or merged portion thereof. Save as expressly permitted by law, the Licensee may not reverse engineer, decompile or disassemble the Software.
- 3.10 The Licensee shall use the Software according to the Software User Constraints specified in the Order Form and shall keep the Licensor indemnified against any breach of its obligations regarding the agreed use of any third party software granted as part of this Licence.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Idox (or its third party licensors) retains all right, title and interest in the Software and Documentation and any copies thereof. Risk of loss of the Software media, shall remain with Idox until delivery of the media to Licensee at the address specified by Licensee in the Order Form. Title on the Software media shall pass to Licensee on payment of the fees specified in the relevant Order. Except as otherwise expressly granted, no licence, right or interest in any Idox trademark, copyright, trade name, service mark or in any Intellectual Property or industrial property of Idox is granted hereunder.
- 4.2 Licensee shall affix, to each full or partial copy of the Software or Documentation made by Licensee, all copyright and proprietary information notices as were affixed to the original, together with such other notices as Idox may request from time to time.
- 4.3 Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or any third party may cause such other party irreparable injury for which there may be inadequate remedies at law and that such other party will be entitled to equitable relief, in

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

addition to all other remedies available to it.

5. TERMINATION

5.1 Idox shall be entitled to terminate this Licence forthwith on written notice if the Licensee;

5.1.1 is in material breach of the terms of this License agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof in writing;

5.1.2 fails to pay any amount due to Idox within ninety (90) calendar days of the date of the invoice;

5.1.3 becomes or threatens to become insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation.

5.1.4 ceases to carry on business as a going concern;

5.1.5 ceases to be in a position to fulfil its obligations set out herein;

5.1.6 suffers any event in a foreign jurisdiction analogous to or comparable with any of the foregoing.

5.2 Within seven (7) calendar days following the date of termination or expiry of this Licence for whatever reason, the Licensee shall, if requested by Idox, return or destroy all copies, forms and parts of the Software and Documentation, and shall certify to Idox in writing that this has been done.

6. FEES AND PAYMENT TERMS

6.1 Licensee shall pay Idox the licence fees specified in the relevant Order Form for the Software.

6.2 All fees shall be due and payable within thirty (30) days of the date of invoice. Licensee is responsible for all taxes concerning the licence fees. Overdue payments shall bear interest at the lesser of twelve per cent (12%) per annum or the maximum rate allowed under applicable law.

7. INTELLECTUAL PROPERTY INDEMNITY

7.1 Subject to the Special Terms agreed in the Order Form, Idox shall defend and indemnify the Licensee for all costs arising from a claim that Software covered and used within the scope of this Licence infringes a third party Intellectual Property provided that (i) Licensee notifies Idox in writing within thirty (30) days of the claim, and (ii) Idox has (at its option) sole control of the defence and all related settlement negotiations, and (iii) Licensee provides Idox with the assistance, information, and authority necessary to perform the above.

7.2 The Licensee shall defend and indemnify Idox for all costs arising from third party claim that the Licensee's use of the Third Party Software included in the Software covered within the scope of this Licence infringes the Software User's Constraints.

7.3 Idox shall have no liability for any claim of infringement based on:

(i) use of a superseded or modified release of the Software, except if such alteration(s) or modification(s) has been made by Idox or

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

under Idox's direction, and provided always that such infringement could have been avoided by the use of a current unaltered release of the Software;

or

(ii) the combination, operation, or use of any Software covered under this Licence, with programs or data not furnished by Idox if such infringement would have been avoided by the use of the Software without such programs or data; or

(iii) a claim of infringement relating to Software specified by Licensee.

7.4 Without prejudice of clause 7.1, in the event the Software is held by a court of competent jurisdiction or believed by Idox to infringe any third party rights, or Licensee's use of the Software is enjoined, Idox shall have the option, at its expense, to either: (a) modify the Software to make it non-infringing; (b) obtain for Licensee a license to continue using the Software; (c) substitute the Software with other software reasonably suitable to Licensee; or if none of the foregoing remedies are commercially feasible, (d) terminate the License for the infringing Software and refund the license fees paid for that Software under this License during the six (6) months prior to the date of first intimation of any claim of infringement of third party Intellectual Property to Idox or the Licensee, whichever is the earlier.

8. WARRANTY

8.1 Idox undertakes that, provided that the Software is operated in accordance with the Documentation and other instructions given by Idox, including but not limited to Licensee using hardware agreed by Idox as appropriate, the Software will perform in accordance with Idox's published Specification and the Documentation existing at the date of delivery. Idox does not guarantee that the Software will be error-free.

8.2 Save for the warranties given in sub-clause 8.1 above, the Software is provided "as is" and any and all other representations, warranties and undertakings, whether express or implied are hereby excluded to the furthest extent permitted by applicable law.

8.3 Notwithstanding the fact that Idox has used an up to date virus software package, the Licensee is solely responsible for virus scanning the Software.

8.4 The warranties in sub-clause 8.1 shall not apply to Software that has been modified by Licensee or any party other than Idox, or to Software that has been improperly installed or used in a manner other than as authorized under this Licence. Idox does not warrant that the Software will meet Licensee's requirements, or that the Software will operate in the combinations which Licensee may select for use, or that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected. Any claim submitted under this clause 8 must be submitted in writing to Idox within the specified warranty period agreed for the Software.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

- 8.5 Except as set forth in this Licensee Idox's sole and exclusive obligation for warranty claims shall be to make the Software operate as warranted or to terminate the license for such Software and return the applicable license fees paid to Idox.

9. LIMITATION OF LIABILITY

- 9.1 Idox's liability for death or personal injury resulting from its negligence or that of its servants or agents is not excluded or limited.

- 9.2 Each party liability under clause 7.1 and 7.2 of this licence (for breaches of third party intellectual property rights) shall be limited to no more than the lesser of one thousand percent(1000%) of the Estimated Yearly Charges or two million(£2 million)pounds.

10. CONFIDENTIALITY

- 10.1 Each party agrees that it will not without the prior written agreement of the other party

10.1.1 permit a third party to duplicate or use any Confidential Information

10.1.2 disclose any Confidential Information to any third party save where expressly authorised by this Licence unless at the time of disclosure such information is within the public domain.

- 10.2 For the purposes of this Agreement, "Confidential Information" means (without limitation) any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients, and as it relates to the Supplier, the Software, third party Software, algorithms, software architectures and programming interfaces, protocols, designs and documentation (including, in particular, screen designs) and other materials delivered by the Supplier to the Customer pursuant hereto and in respect of both parties and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and integration, data, drawings, diagrams, trade secrets, know-how, , all proprietary information and other intellectual property or rights theretobelonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.

- 10.3 Notwithstanding the clause 10.2, the receiving party shall be entitled to make any disclosure required by law or other regulatory authority.

11. DEVELOPMENTS

If the Licensee elects to purchase consulting or software services, any ideas, know-how, or techniques that may be developed by Idox as a result of such consulting services, including but not limited to any enhancements or modifications made to the Software or Documentation (collectively, "Developments") shall be the property of Idox unless otherwise stated in the Order Form. Idox may in its sole discretion develop, use, market, and license any software or data processing material that is similar or related to

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

that which was developed by Idox for Licensee. Idox shall not be required to disclose information concerning any Developments that Idox deems to be proprietary and confidential.

12. TRAINING

The Supplier shall retain the right to charge for previously booked training or consulting days if less than twenty-one (21) working days' written notice of cancellation is given from the Buyer.

13. SOFTWARE USE CONSTRAINTS

If the Deliverables include any Third Party IPR, the Buyer agrees to use the licensed Software only according to the Software Use Constraints contained below.

14. DEFINITIONS

14.1 In this Software Licence Terms and Conditions and for the purposes of any Order Form, the following expressions have the meanings given below unless the context requires otherwise. Clause headings are for ease of reference only and shall not affect the construction or interpretation of this Licence:

Commencement Date	means the first day of the Initial Period
Licence	means this Software Licence Terms and Conditions and its Schedules.
Licensee	means the Buyer identified in the Order Form
Licensor or "Idox"	is any of Idox Plc Group companies, as specified in the Order Form to which this Licence refers.
Licence Fees	means the rates and payment terms referred to in clause 6 of this Licence, as set out in the Order Form and based on the Supplier's Quotation or proposal.
Documentation	means the manual(s) and/or other documents associated with the Software and supplied by the Supplier to the Customer with the Software.
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company.
Initial Period	means the fixed contract period set out in the Order Form excluding any Call-Off Optional Extension Period.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

Intellectual Property Rights	means all patents, rights to inventions, copyright and related rights, industrial property rights, trade marks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), any rights in any discovery, invention or process, and applications for and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Licence Audit Utility	means any documentation, guidelines, or system to accurately determine the number and/ or identities of individuals using a particular licence, which the Licensor shall provide to the Licensee from time to time and which the Licensee shall complete and return to the Licensor to allow it to monitor the correct use of the licence.
Name User Base	means the number of named individuals authorised by the Licensor to use a particular licence. Each individual on the Name User Base is a 'named user' and each licence is linked to that particular individual.
Order Form	means the order(s) for the provision of Software, Services and/or Support Services received in response to a Supplier's Quotation in the form of Framework Schedule 6 of the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.
Party	means a party to this Licence. Together the "Parties".
Permitted Users	means the number of individuals who are authorised to use the licence (s) at any given time. If the licence is granted on a "Name User Base" then the only authorised users of the licence are those named individuals and no others.
Quotation	means the commercial proposal issued by or on behalf of the Licensor and addressed to Licensee detailing the Software, Goods, Services and/ or the Support Services offered, delivery times, charges, validity period and all other relevant commercial terms needed to conclude an Order Form.
Services	means the services provided by the Licensor to the Licensee as specified in an Order Form and may include any or all of the following: general consultancy, implementation consultancy, installation services, hosting services, system management services, project management services, technical assistance, data migration, design, addressing issues and faults, development of software, scheduled training, customised training courses, production of documentation or related materials, or any other time based activity (but not including SupportServices).

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

Software	means any computer program or programs specified in an Order Form, including any third party Software, and shall include any updates or enhancements supplied as part of the Support Services.
Software Use Constraints	means those end user licence requirements and/or restrictions detailed in the Order Form or in the Quotation as “Software Use Constraints” that Licensor is required to pass on to the Licensee regarding any third party software included in the Software.
Specification	means, with regard to Software, the published data sheets and printed or electronic system documentation for the Software available from the Idox group website, the sales Quotation, or (where there has been a documented tender process) the functionality set out in the Supplier’s proposal as modified by any subsequent clarification Documentation provided by the Supplier to the Customer or by the Customer to the Supplier that are also included in the Quotation or in the Order Form. With regard to Goods Specification means the description of the Product as set out in the Quotation and referenced in the Order Form.
Licensee Personnel	means all directors, officers, employees, agents, consultants and contractors of the Licensee engaged in the in the normal course of the business of the Licensee.
Subcontractor	means are persons acting on behalf of the Licensee either under an outsourcing or facilities management arrangement or under a consultancy agreement notified to Idox in advance.

SOFTWARE USE CONSTRAINTS

PART I

ORACLE FLOWDOWN END USER AGREEMENT TERMS

The following are Oracle Corporation UK Limited ("**Oracle**") end user agreement terms ("**Oracle End User Terms**") regarding the use of Oracle Products (as defined below) embedded in the Supplier's Software licensed to the Customer ("**Software**") that the Supplier is obliged to pass on to the Customer and the Customer shall accept as part of the granting of the licences to use such Software and Oracle Products.

These Oracle End User Terms shall take precedence over any conflicting non-Oracle documentation, including any conflicting terms or conditions of the Contract between the Supplier and the Customer, of which these Oracle End User Terms are a part ("**Contract**").

The terms used herein have the following meanings:

The term "**ancillary programs**" refers to third party materials specified in the program documentation for Oracle Products, which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "**hardware**" refers an Oracle Product that is the computer equipment (including components, options and spare parts), operating system, integrated software, integrated software options, and related software media listed on any Oracle price list. Hardware includes hardware documentation. Operating system, integrated software, and integrated software options include any software updates acquired through technical support. Hardware or parts of it may be new or like new.

The term "**hardware documentation**" refers to the hardware specifications, user manuals, and installation manuals for Oracle Products. Hardware documentation is delivered with the hardware and/or provided by Oracle online.

The term "**integrated software**" refers to an Oracle Product that is software embedded in the hardware which is essential to hardware functionality (e.g. firmware).

The term "**operating system**" refers to an Oracle Product that is software that manages hardware for programs and other software.

The term "**Oracle Product(s)**" refers to programs, operating system, integrated software, hardware and other Oracle products embedded in the Supplier's Software and/ or hardware which is essential to the Software and/ or hardware functionality.

The term "**Partner Ordering Policy**" refers to Oracle's Partner Ordering Policy in effect at the time an order is submitted to Oracle which is incorporated into these Oracle End

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

User Terms to the extent applicable to the Customer and is subject to change at Oracle's discretion. The current version of the Partner Ordering Policy can be provided at request.

The term "**programs**" refers to an Oracle Product that is (a) the software owned or distributed by Oracle, (b) program documentation, and (c) any program updates acquired through technical support. Programs do not include integrated software, integrated software options, any operating system, or any software release prior to general availability (e.g., beta releases).

The term "**program documentation**" refers to the program user manual and program installation manuals in relation to the Oracle Products. Program documentation is delivered with the programs, or documentation may be accessed online at <http://oracle.com/contracts>.

The term "**services**" refers to technical support, Oracle On Demand services (excluding CRM On Demand and any software as a service offering), or other services provided by Oracle.

1. The sub-license to use the Software, programs and/or hardware is only granted to the Customer. The Customer shall not sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations in relation to the Software, the programs and/or hardware or, subject to paragraph 2 of these Oracle End User Terms, permit their use by any third parties or legal entities other than the Customer.
2. The use of the Software and the programs shall be restricted to the internal business operations of the Customer and is subject to the terms of the Contract, including these Oracle End User Terms, including the license definitions and rules set forth in the program documentation, and the Partner Ordering Policy. The Customer's agents or contractors (including outsourcers) are permitted to use the Software, including the programs, on the Customer's behalf only for the Customer's internal business operations for the purposes set forth in the Contract and subject to the terms of the Contract, in which case the Customer shall remain fully responsible for the agent's, contractor's and outsourcers' compliance with the terms of the Contract, including these Oracle End User Terms. If the Oracle Product includes programs that are specifically designed to allow the Customer's customers and suppliers to interact with the Customer in the furtherance of the Customer's business operations, then the Customer's customers and suppliers may use the Software, including the programs, as detailed in the Contract, in which case the Customer shall remain fully responsible for its customers' and suppliers' compliance with the Contract, including these Oracle End User Terms. Oracle's license definitions and rules are subject to change and are available on the OPN Portal at <http://www.oracle.com/corporate/contracts/contract-documents/license-definitions-rules.html>.
3. Use of the operating system delivered with the hardware shall be restricted to the terms of the licence delivered with the hardware and only as incorporated in, and as part, of the hardware.
4. Use of the integrated software shall be restricted to the terms of the Contract and these Oracle End User Terms and only as incorporated in, and as part, of the hardware.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

5. Oracle or its licensor retains all ownership and intellectual property rights to the Oracle Products.
6. Third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation and/or hardware documentation or as otherwise notified by the Supplier and such third party technology is licensed to the Customer only for use with the application package under the terms of the third party technology license agreement specified in the program documentation and/or hardware documentation or as otherwise notified by the Supplier and not under the terms of the Contract between the Customer and the Supplier.
7. The hardware and integrated software are not specifically designed, manufactured, or intended for use as parts, components or assemblies for the planning, construction, maintenance or operation of a nuclear facility and use of the hardware and/or integrated software for these purposes is prohibited.
8. The Customer shall not assign, give or transfer the Software, the programs, operating system, integrated software, and/or any services ordered or an interest in them to another individual or entity. In the event the Customer grants a security interest in the Software, the programs, operating system, integrated software, and/or any services, the secured party has no right to use or transfer the Software, programs, operating system, integrated software and/or any services. If the Customer decides to finance its acquisition of the programs, operating system, integrated software and/or any services, the Customer must follow Oracle's policies regarding financing, which are available at <https://www.oracle.com/products/financing/policies.html>.
9. The Customer shall not, and shall procure that its agents, contractors, customers, suppliers and/or any other third parties do not:
 - (a) use the Software, including the programs, for rental, timesharing, subscription service, hosting, or outsourcing;
 - (b) remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
 - (c) make the Software, programs, operating system and/or integrated software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and
 - (d) acquire or pass to any other party title to the Software, programs, operating system and/or integrated software. For the avoidance of doubt, the passing of title to the Software, programs, operating system, and/or integrated software to the Customer or any other party is prohibited.
10. The Customer shall not and shall procure that its agents, contractors, customers, suppliers and/or any other third parties do not;
 - (a) reverse engineer (unless required by law for interoperability), disassemble or decompile the Software, programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs), operating system, and/or integrated software; nor
 - (b) duplicate the Software, programs, operating system, and/or integrated software, except for a sufficient number of copies to enable the customer's licensed use and one copy of each program media.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

11. Use of any additional programs that Oracle may include with the programs ordered for trial is restricted to non-production purposes only. The Customer may not use such additional programs included with an order to provide training or attend training provided by the Supplier or a third party on the content and/or functionality of the programs. The Customer has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the Contract. If the Customer decides to use any additional programs after the 30-day trial period, the Customer must obtain a licence for such programs from the Supplier. If the Customer decides not to obtain a licence for the additional programs after the 30-day trial period, the Customer will cease using and will delete any such programs from the Customer's computer systems. Additional programs included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
12. Technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and Oracle's technical support policies can be accessed at <https://www.oracle.com/support/policies.html>. The Customer by entering into the Contract with the Supplier acknowledges that Oracle's technical support policies are incorporated into the Contract and these Oracle End User Terms by reference. If the Customer decides not to purchase technical support at the time of the licence and/or hardware purchase then the Customer will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the Customer decides to purchase support at a later date.
13. Any third party firms retained by the Customer to provide computer consulting services are independent of Oracle and are not Oracle's agents and Oracle is not liable for nor bound by any acts of any such third party firm.
14. Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the Contract and these Oracle End User Terms.
15. Hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at <https://www.oracle.com/support/policies.html>.
16. To the extent permitted by applicable law, Oracle shall not be liable, for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use arising from the use of the Software and/or programs.
17. The Customer shall, and shall procure that its agents, contractors, customers, suppliers and/or any other third parties, discontinue use and destroy or return to the Supplier all copies of the Software, programs and documentation at the termination of the Contract between the Customer and the Supplier.
18. The Customer shall not, and shall procure that its agents, contractors, customers, suppliers and/or any other third parties, do not publish any results of benchmark tests run on the Software, programs and/or hardware.
19. The Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the Software, the programs, the hardware, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

20. For the avoidance of doubt, the Contract does not require Oracle to perform any obligations or incur any liability not previously agreed to between the Supplier and Oracle.
21. The Supplier has the right to audit the Customer's use of the Software and programs. The Customer shall provide reasonable assistance and access to information in the course of such audit and the Supplier has the right to report the audit results to Oracle or to assign the Supplier's right to audit the Customer's use of the Software and/or programs to Oracle. Where the Supplier assigns its right to audit to Oracle then the Customer shall be responsible for any costs incurred in cooperating with the audit. For the avoidance of doubt, Oracle shall not be responsible for any of the Supplier's or the Customer's costs incurred in cooperating with the audit.
22. The Customer acknowledges that it has not relied on the future availability of any hardware, programs, or updates in entering into the Contract with the Supplier, unconditionally and irrevocably waives all and any rights and claims that it may have against the Supplier or Oracle in connection with such reliance and further undertakes to the Supplier and Oracle not to make any such claims. However, (a) if the Customer orders technical support from Oracle for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the Customer for the Software and any program licensed under the Contract, per the terms of the Contract.
23. Oracle is designated as a third party beneficiary of the license agreement in respect of the Supplier's rights in connection with the sub-licensing of Oracle Products to the Customer under the Contract.
24. Oracle Products are subject to a restricted license and can only be used in conjunction with the Supplier's Software application package.

PART II

ESRI SOFTWARE FLOWDOWN CONDITIONS OF LICENCE USE

The following are Environmental Systems Research Institute, Inc. ("Esri") terms and conditions of licence use regarding Bundled Esri Licensed Material (as defined below) embedded in the Supplier's Software, that the Supplier is obliged to pass on to the Customer and Customer shall accept as part of the granting of the licences to use such Software and Bundled Esri Licensed Material.

The term "Bundled Esri Licensed Material", also referred to as "Esri Licensed Software" refers to Esri software embedded in the Supplier's Software and/ or hardware which is essential to the Software and/ or hardware functionality which is authorised to be bundled with the Supplier's Software and/or hardware and delivered as part of the Supplier's solutions.

1. Customer (sublicensee) shall:
 - (i) Not use the Esri Licensed Software or Bundled Esri Licensed Material outside the United Kingdom or separately from the Supplier Software as independent full use software.
 - (ii) If the Supplier is providing a hosted solution to the Customer, then the Customer shall not have direct access to Esri Licensed Software or Bundled Esri Licensed Material.
2. Customer (sublicensee) shall not
 - (i) transfer of the Esri Licensed Software or Bundled Esri Licensed Material embedded in the Software except for temporary CPU transfer in the event of computer malfunction;
 - (ii) assign, time-share, lend, lease, or rent the Bundled Esri Licensed Material or use for commercial network services or interactive cable or remote processing services; and
 - (iii) reverse engineer, disassemble, or decompile the Bundled Esri Licensed Material and/or the Software and shall not duplicate the Bundled Esri Licensed Material and/or Software except for a single archival copy. Reasonable Customer (sublicensee) backup copies are permitted.
 - (iv) remove or obscure any copyright, trademark notice, or restrictive legend in the Bundled Esri Licensed Material or Esri Software.
3. Supplier disclaims, to the extent permitted by applicable law, Esri, its licensors, and distributor's liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Bundled Esri Licensed Material including, but not limited to, liability for use of Esri Licensed Material in high-risk activities or liability related to any Data supplied by Esri or distributor. Title to the Bundled Esri Licensed Material or Esri Software in the Software solution(s) shall not pass to Customer (sublicensee) or any other party.
4. Customer (sublicensee), shall at the time of termination of the licenses (and sublicences), certify in writing to the Supplier that Customer

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

(sublicensee) has discontinued use and has destroyed or will return to the Supplier all copies of the Bundled Esri Licensed Material or EsriSoftware, and corresponding documentation.

5. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that Esri Licensed Material or any direct product thereof, is not exported, directly or indirectly, in violation of United States law. Customer disclaims all terms in the Esri click-through License Agreement (E204 and E300) included with Bundled Esri Licensed Material.
6. Esri does not offer any warranties or indemnities to the Customer for the Bundled Esri Licensed Material.
7. For hosted solution(s), the following terms and conditions shall apply:
 - (i) Customer disclaims, to the extent permitted by applicable law, Esri, its licensors, and distributor's liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the hosted solution(s) including, but not limited to, liability for use of hosted solution(s) in high-risk activities or liability related to any data supplied by Esri or distributor.
 - (ii) At termination of the Agreement, Customer shall cease to access and use of hosted solution(s), web services and clear web services client-side data cache and cease use, uninstall, remove, and destroy all hosted solution(s) and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such actions to Esri.
 - (iii) Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that hosted solution(s) or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
 - (iv) Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.
 - (v) Customer disclaims all terms in the Esri click-through License Agreement (E204 and E300) included with Bundled Esri Licensed Material.
 - (vi) Customer may not share its login or password with any other third party or hosted solution end user.

THE HOSTED SOLUTION(S) IS/ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

Customer disclaims the hosted solution(s) may contain some nonconformities, defects, errors, or omissions. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant data, web services, and the hosted solution(s) will meet the Customer's needs or expectations, that the use of data, web services, and hosted solution(s) will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data, web services, and hosted solution(s), and Customer should always verify actual data, web services and hosted solutions.

PART III

UNIFACE FLOWDOWN CONDITIONS OF LICENCE USE

The following are the terms and conditions of licence use regarding Uniface Software (as defined below) embedded in the Supplier's Software that the Supplier is obliged to pass on the Customer and Customer shall accept as part of the granting of the licences to use such Software.

1. DEFINITIONS

"Agreement"	means the main agreement or contract between the Supplier and the Customer of which this Third-Party Use Constraints Schedule is a part.
"Application Product"	any computer software programs developed by or on behalf of the Supplier using and/or incorporating any Uniface Software, intended for use by more than one customer. Any software that is developed or customised solely for use by an individual customer (or customers under common Control within the same corporate group) shall not be an Application Product
"Customer"	or Buyer
"Good Industry Practice"	means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same or a similar business
"Group Company"	means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company
"IPR Claims"	any claim or allegation that the Uniface Software or any other items supplied by Uniface or a Uniface Group Company under pursuant to this Agreement, infringe the intellectual property rights of a third party.
"Proprietary Information"	Means information relating to the Uniface Software, except to the extent that such information:- (a) is or later becomes publicly available through no fault of the receiving party; (b) is or becomes available to the receiving party from third parties who make such disclosure without breaching confidential relationships; or

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

	(c) is disclosed by the disclosing party on an unrestricted basis to others not privy to this Agreement;
"Specifications Schedule"	in the Agreement, this is the document where software and services provided by Supplier are described.
"Software"	means any computer program or programs supplied by the Supplier to the customer pursuant to the Agreement and specified therein and shall include any updates or enhancements supplied as part of the support services.
"Supplier"	Idox Software Limited
"Uniface"	Uniface B.V. a company whose registered office is situated at Hoogoorddreef 60, 1101 BE Amsterdam, The Netherlands ('Uniface').
"Uniface Software"	the object code version of the products owned by Uniface (or a Uniface Group Company) which are embedded in the Software and which sub-licensing the Supplier is allowed to grant to the Customer pursuant to the terms and conditions stated in this Third-Party Use Constraints Schedule. any user-documentation issued by the Uniface Group in connection with such products; any releases or versions of such products owned by Uniface that are made available by Uniface Group for use by third parties.
"Warranty Period"	in respect of Uniface Software, the period of thirty (30) days from the date on which that Uniface Software was first provided to (or downloaded by) the Customer.

RUNTIME LICENCE

1. Before any Customer is provided with a copy of any Software, such Customer shall agree to the terms and conditions of this Runtime Licence with the Supplier.
2. Subject to the provisions of this **Agreement**, the **Supplier** hereby grants the **Customer** a non-exclusive, non-transferable right to use the deployment portion of the **Uniface Software** embedded or incorporated in the Supplier's Software to run the Software in a runtime environment ("**Runtime Licence**").

SAAS AGREEMENT

3. A SaaS Agreement is any agreement or arrangement under which the Supplier and/or a company from the Supplier's Group grants access to a Customer to make use of any

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

Supplier's Software hosted by or on behalf of the Supplier or Group Company.

4. Before the Customer is given access to any Software that is hosted by or on behalf of the Supplier or any of its Group Companies, Customer shall have entered into this SaaS Agreement with the Supplier.

SUB-LICENCE CONDITIONS OF USE

5. The Customer's rights to use the Uniface Software shall be strictly limited to use as incorporated into the Software and no right or licence is granted to use the Uniface Software separately or when not embedded into the Supplier's Software.
6. The Customer shall acquire no rights to use the Uniface Software for any other development or the deployment of any other applications other than the licensed Supplier's Software.
7. The Customer shall use the licensed Supplier's Software solely and exclusively in accordance with those technical and other restrictions notified to it by the Supplier as per the information received by the Supplier from Uniface prior to the execution of the Customer's Runtime Licence or SaaS Agreement (it being agreed that such restrictions may include a duty to require that the Runtime Licence or SaaS Agreement's restrictions be subject to modification on notice in a manner consistent with Good Industry Practice in the software supply and cloud services industries.
8. The Customer shall not adapt, translate, frame, mirror, decompile, disassemble or create derivative works based on the Software concerned or documentation or any part thereof, except to the extent and for the purposes permitted by the applicable law on the legal protection of computer programs.
9. Other than outsourcing the Customer processing, the Customer is not granted any rights to sublicense, rent, lease or otherwise assign, transfer, distribute, display or make available to any third party the Uniface Software embedded in the Software concerned or any part thereof. Any such unauthorised transfer, distribution, possession or copies of the Uniface Software embedded in the Software concerned shall result in the automatic termination of Customer's Runtime Licence or SaaS Agreement (as applicable). The Supplier will notify Uniface of any such outsourcing when it is so notified by the Customer and it will use its reasonable endeavours to ensure that the Customer is subject to an obligation to notify it of any such outsourcing they may undertake. The Supplier will work proactively with the Customer to obtain permission to provide notice to Uniface.
10. In the case of a SaaS Agreement, the Customer shall not make any copies of the Uniface Software embedded in the Software concerned.
11. In the case of a Runtime Licence, the Customer shall not make any copies of the Uniface Software embedded in the Software concerned other than (i) copies reasonably required to use the Software concerned in accordance with the Runtime Licence, and (ii) one (1) copy of the Software concerned in machine-readable form for back-up purposes only. The Customer shall reproduce and include the copyright notice of the Supplier and Uniface on any copy of the Software permitted pursuant to the Runtime Licence.
12. the Customer acknowledges and accepts that the Software concerned contains elements of Uniface Software which cannot and shall not be used to make any changes or modifications

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

to the Software.

13. the Customer acknowledges and accepts that Uniface employs compliance verification technologies and methodologies and consents to the same.
14. Copyright and any and all other intellectual property rights to the Software concerned are and at all times shall remain the property of the Supplier. Notwithstanding the foregoing, copyright and any and all other intellectual property rights to the Uniface Software are and at all times shall remain the exclusive property of Uniface.
15. The Customer shall not permit disclosure of Proprietary Information regarding the Software concerned.
16. The Customer shall not, copy or modify, reverse compile or reverse assemble the Uniface Software except to the extent and for the purposes permitted by the applicable law on the legal protection of computer programs, or remove, alter or cover any copyright notices or other proprietary rights notices placed or embedded by Uniface on or in any part of the Uniface Software.

WARRANTIES AND DISCLAIMERS

17. Subject to the conditions set out in this Third Party Use Constraints Schedule, the Supplier passes on to the Customer Uniface warranties that during the Warranty Period the Uniface Software embedded in the Software shall be substantially free from any material coding defects.
18. Supplier's entire liability and Customer's exclusive remedy for breach of clause 18 shall be the correction of such defects notified by the Customer to the Supplier within the Warranty Period or, failing such correction within a reasonable period and, subject to Supplier receiving the defective item from the Customer, replacement of such item free of charge.
19. The warranty set out in clause 18 does not apply to any part of Uniface Software embedded in the Software which has been altered; has not been handled, installed, maintained, or operated in accordance with the Supplier's instructions or has been damaged after delivery to Customer by accident, misuse, negligence, or external factors, due to the Customer.
20. Supplier makes no representation or warranty that operation of the Uniface Software will be uninterrupted or error-free, nor that the Uniface Software will be compatible with and/or work in conjunction with any Application Product or any other software or hardware.
21. warranties set out in clauses 18 to 21 are exclusive of and in lieu of all other conditions, representations and warranties, either express or implied, including those relating to satisfactory quality, merchantable quality, fitness for purpose and care and skill.

LIMITATION OF LIABILITY

22. Nothing in this Agreement shall exclude or limit a party's liability in respect of any liability that cannot be excluded or limited pursuant to applicable law including the following liabilities, to the extent that they cannot be excluded or limited by law: death or personal injury caused by negligence and fraud or fraudulent misrepresentation.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

23. Subject to the liability limits set out in the Agreement, the Supplier will not be liable to the Customer for any incidental, indirect, special or consequential loss suffered by it, including but not limited to, loss of use, loss of goodwill or the diminution in the value of the other's business, revenues, profits or savings, howsoever arising from the breach of Uniface warranties provided in this Third Party Use Constraints Schedule.
24. Subject to clauses 23 and 24, Supplier's liability to the Customer for any IPR Claims relating to the Uniface Software shall be capped at £5 million pounds.
25. The Supplier shall have no liability for or with respect to IPR Claims based on unauthorised modification of the Uniface Software.
26. The parties' obligations and the limits of liability under this Third Party Use Constraints Schedule shall survive termination for whatever reason, or expiry of this Agreement.

	Products	Licensing Restrictions	Comments
1	Uniform and Uniform Spatial	Licensed for an agreed number of concurrent users.	The Uniform Application Software includes the application specific Oracle database and supporting database schemas and so cannot be shared. Uniform is licensed on the basis of an agreed number of concurrent users. Uniform licences include a Spatial element which is subject to Esri licencing conditions. Access to the Uniform database and supporting schemas is prohibited except where provided for by the Uniform application and by Idox Connectors.
2	Esri ArcGIS Server Standard Enterprise version 10.x., any number of cores per customer site	Licensed for a single server for use only with Public Access, TLC, UFIS, Idox Spatial	The use of ArcGIS Server is restricted to non-developer use only in association with the licensed products it is designed to support.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

3	Esri ArcGIS for Desktop Standard Single Use or Concurrent User version 10.x, any number of cores per customer site	Licensed to support the creation and publishing of Web Map Services.	Public Access version 2 and TLC version 8.0 onwards require the installation of the ArcGIS desktop runtime licence; this licence may be used for no other purpose than the publishing and management of web map services for Public Access, TLC and UFIS.
4	Oracle SE2 Licence	Licensed for an agreed number of Devices.	Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. When used with Oracle Real Application Clusters, Oracle Database Standard Edition 2 may only be licensed on a maximum of 2 one-socket servers. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. When used with Oracle Real Application Clusters, each Oracle Database Standard Edition 2 database may use a maximum of 8 CPU threads per instance at any time

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

5	Exacom S106 Administrator / CIL Administrator / Project Administrator	<p>Use of the hosted software is restricted to the internal business operations of the Customer.</p> <p>Exacom retain all ownership and intellectual property rights to the hosted software. Use of the hosted software is limited to the Customer. It may, with Exacom's written approval, which shall not be unreasonably withheld, extended to any successor in title or to all or part of the Customer's responsibilities or to any person, body or agency with which the Customer may become amalgamated, may subsume or which the Customer may be subsumed by whether in whole or in part from time to time, provided that such successor has agreed in writing to be bound by the terms of this Agreement. Except as provided for here, the Customer may not assign, give or transfer the hosted software to another individual or entity.</p> <p>The following activities are prohibited:</p> <ul style="list-style-type: none">use of the Hosted Software for the provision of any rental, timesharing, subscription service, managed service, Hosted Software as a service, hosting, or outsourcing service;the removal or modification of any Supplier markings or any notice of Supplier or its licensors proprietary rights;the Customer from making the programs available in any manner to any third party for use in the third party's business operations; andtitle to the programs from passing to the Customer or any other partythe reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Hosted Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibit duplication of the Hosted Softwarethe publication of any benchmark tests run on the hosted software <p>Exacom disclaims to the extent permitted by applicable law its liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Hosted Software.</p> <p>The Customer must comply fully with all relevant export laws and regulations of the United Kingdom and other applicable export and import laws to assure that neither the Supplier Hosted Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.</p>
---	---	---

Oracle ASFU license restrictions

1. Use of the programs is limited to the legal entity that executed the end user license agreement.
2. Use of the programs is restricted to the scope of the application package and to the internal business operations of the end user. You may allow your end users to permit agents or contractors (including, without limitation, outsourcers) to use the application package on the applicable end user's behalf for the end user's internal business operations as described above, subject to the terms of the end user license agreement. For an application package that includes programs that are specifically designed to facilitate interactions between the end user and the end user's customers and suppliers, you may allow the end user to permit its customers and suppliers to use the application package in furtherance of such interactions subject to the end user license agreement. The end user license agreement shall require the end user to be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the application package and compliance with the end user license agreement.
3. Oracle or its licensor retains all ownership and intellectual property rights to the programs.
4. The end user is prohibited from assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).
5. It is prohibited to (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) the end user from making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs from passing to the end user or any other party.
6. It is prohibited to the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.
7. Supplier disclaims, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
8. The end user is required, at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

9. Publication of any results of benchmark tests run on the programs is prohibited.
10. The end user is required to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
11. The programs are subject to a restricted license and can only be used in conjunction with the application package.
12. Oracle is not required to perform any obligations or incur any liability not previously agreed to between you and Oracle.
13. Supplier is permitted to audit your end user's use of the programs, require the end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the end user's costs incurred in cooperating with the audit.
14. Oracle is designated as a third party beneficiary of the end user license agreement.
15. The application of the Uniform Computer Information Transactions Act is excluded
16. Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.
17. Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by you and that such third party technology is licensed to the end user only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by you and not under the terms of the end user license agreement.

Special Notes for Shared Services and Partnerships

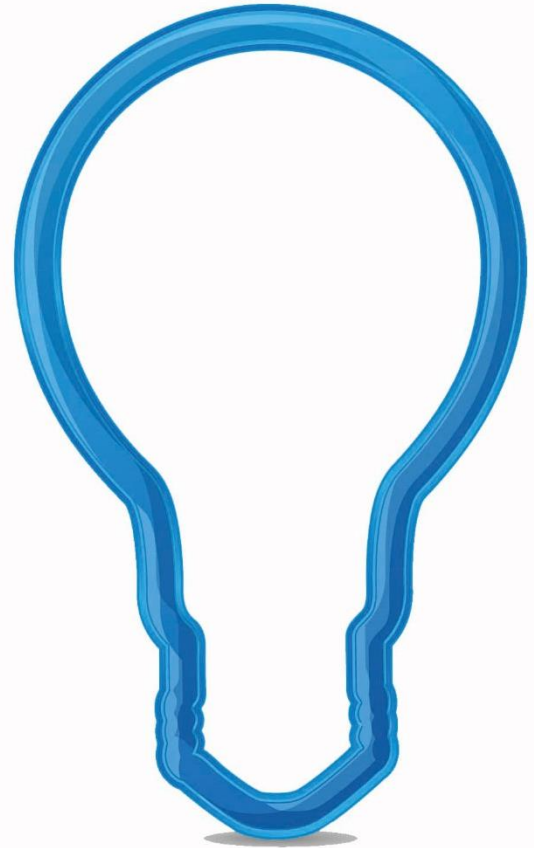
Oracle does not allow the sharing of licences or the transfer of a licence asset from one entity to another, unless there is a legal merger or acquisition; or if the entities sharing the shared service are a legal entity in their own right. Where customers share hardware but have their own environment Oracle dictate each customer must have a valid licence for their own environment – using the normal licence policies

Esri T&C's state clearly that each individual council (partner) of a shared service must have their own ESRI licenses for the number of corresponding products they hold. This ruling still applies even if they are all integrated into one installation.

Annex 2

Idox Service Desk

Support Guidelines



Author: Joanne Stantiford-Knight
Version: 6.4

Framework Ref: RM6259
Project Version: v1.0
Model Version: v3.2

Call-Off Schedule 24 (Supplier-Furnished Terms)
Crown Copyright 2022

Version	Changes	Author	Date
1.0	Created		
	Review of version 3.6	[REDACTED]	06.03.2012
4.0	Released	[REDACTED]	26.04.2012
5.0	Internal Release	[REDACTED]	15.09.2013
6.0	Released	[REDACTED]	08.11.2013
6.1	Amended Co Reg Address	[REDACTED]	01.07.2015
6.2	Amended telephone numbers in 4.9 Removed section relating to Non support related matters (3.6.4)	[REDACTED]	11.05.2017
	Branding Change	[REDACTED]	23.09.2020
6.4	Completion of branding change	[REDACTED]	16.02.2021

Copyright

Ideas, solutions, suggestions, hints and procedures from this document are the intellectual property of Idox plc and thus protected by copyright. They may not be reproduced, transmitted to third parties or used in any form for commercial purposes without the express permission of Idox Group

Contents

1.	<u>Introduction</u>	<u>4</u>
1.1	Software Releases	4
2.	<u>Key Responsibilities</u>	<u>4</u>
2.1	Idox Responsibilities	4
2.2	Customer Responsibilities	5
3.	<u>The Idox Service Desk.....</u>	<u>6</u>
3.1	Supported Software	7
3.2	Provision of Support.....	7
3.3	Request Prioritisation	7
	Table 1: Request priorities (All times are working hours - 8.00 to 18.00).....	8
3.4	Products/Software outside the Standard Service Desk Deliverables	9
3.4.1	Document templates.....	9
3.4.2	Reports other than those provided by Idox	9
3.4.3	Hardware, Operating Software and Network Infrastructure	9
3.5	Remote Diagnostics	9
3.6	Logging a Request.....	10
3.6.1	Logging a Request via Idox Service Desk Online.....	10
3.6.2	Logging Requests by Telephone.....	10
3.6.3	Logging Requests by Email	10
4.	<u>Request handling procedure</u>	<u>11</u>
4.1	Introduction	11
4.1.1	Idox Service Desk Online.....	11
4.1.2	By Telephone	11
4.1.3	By Email.	11
4.2	Analysis	11
4.3	Allocation.....	12
4.4	Investigation	12
4.5	Updates/Chase	12
4.6	Monitoring	13
4.7	Closure	13

4.8	Escalation	13
4.9	Complaints Procedure	14
Appendix 1: Information Required for Request Logging Purposes		15

1. Introduction

Welcome to the Idox Service Desk Support Guidelines, a customer guide to ensuring the best use of the Idox Service Desk. You have already made the right choice in choosing Idox as your software provider. Our aim is to reaffirm that choice through an efficient and effective support service covering the entire Idox product suite.

This document describes the various software applications we support, the various methods we provide for logging and monitoring support requests, how we prioritise requests, the information and facilities we require in order to efficiently progress requests through to resolution and the procedures we follow. The document also contains information relating to the targets we aim to meet for response and resolution times and how we report this information to you.

We also recognise that providing an effective Service Desk requires us to work in partnership with our customers. The document therefore contains details of what we believe are the primary responsibilities of Idox and our customers which, if met, will enable us to provide a service which is valued by customers.

This document contains information on our standard support service. If you are interested in an enhanced level of service from Idox, please discuss your requirements with your Account Manager.

1.1 Software Releases

All customers should be aware of the requirement to keep their Idox software up to date. New software releases, service packs and patches for Uniform are often available to download from the customer area of the Idox group website www.idoxgroup.com by clicking on the MyUniform link. We will advise you of the release of the latest Uniform Service Packs in this customer area.

Similarly, Idox EDRMS, Acolaid, Lalpac and other software releases are announced to nominated points of contact and/or via your Account Manager.

2. Key Responsibilities

2.1 Idox Responsibilities

Idox will:

- > Provide a dedicated Service Desk Team whose aim is to resolve your support request as quickly and effectively as possible.
- > Provide a range of support request logging options to suit your individual needs.
- > Prioritise your support request according to its urgency and impact on your business.
- > Provide you with regular feedback relating to the progress of the support request.
- > If the support request is found to be a bug, this will be documented and raised internally for consideration by the Product Management team.

- > Where the support request relates to functionality not provided within the software, advise you of the recommended route to register a Request for Change (RFC) via the website or another method.
- > Provide and maintain a range of web based self-help services including software downloads, guidance and access to the latest documentation. These facilities are provided within a secure area of our web site.

2.2 Customer Responsibilities

In order to ensure that we can deal with support requests as efficiently as possible we need our customers to ensure that:

- > Users are trained to use the software and that only suitably trained staff log support requests with Idox.
- > As much detail as possible is provided relating to the support request reported. The information required by Idox includes environment settings such as software versions, steps to replicate, background architecture and patch/build level, as well as Error logs and/or screen shots as appropriate. Because these aspects of the environment can change onsite without Idox being involved, it is important that these details are confirmed as part of the request logging procedure so that Idox Service Desk staff are working with totally up-to-date information. See Appendix 1 for a guide to the information required to enable Idox to process your request effectively.
- > Remote access via an agreed broadband vpn or thin client remote access facility, is installed at your premises and is available when necessary to enable Idox staff to attempt to reproduce the problem, provide diagnostic advice and a resolution to the problem. This needs to include full access to all software covered by the Idox maintenance agreement including that installed on servers in restricted areas such as the DMZ and specific clients such as Idox Scanning Stations and Connectors etc. We no longer support dial up remote access connections (RAS) as a means of remote access.
- > Where third party licenses are required to use the customer's remote access facility, these must be provided by the customer to Idox.
- > Though not recommended, if access is provided by remote control of an end users machine, this must be available as required. If access is not possible due to the end user being unavailable or busy, then this will result in the support request being put on hold until access is available.
- > Access to standard database administration tools, Enterprise Manager – DB Control and Microsoft SQL Server Management Studio, will be required. If you utilise alternative tools for your own database administration, these standard tools will still need to be installed and be available on request to the Service Desk.
- > Relevant staff are available to discuss the support request and can provide details of others within your organisation who are also familiar with the nature of the issue.
- > Details of an appropriate Information Technology (IT) contact are provided on request. This person should have knowledge of the support request and be able to provide any necessary assistance to Idox staff so that they can gain remote access to, for instance, any relevant systems.

- > Any proposed changes provided by Idox are implemented without undue delay and feedback is provided to Idox on the success or otherwise of the change provided.
- > Any customers logging a support request against a product/version which is de-supported (as per the De-support roadmap) will be requested to reproduce the issue on a supported product/version on their infrastructure. This can be undertaken on the customer's non production environment. If the issue can be reproduced on the supported product/version the request will be progressed against this and not the unsupported combination.
- > Systems are only run on supported operating system software. Please check the appropriate Compatibility Matrix available on the customer areas of the Idox group website.
www.idoxgroup.com
- > The system should not be modified in any manner except by the use of Idox supplied or approved software/services except in the case of installation of upgrades provided by Idox which are designed to be installed by a customer in accordance with the documentation provided by Idox. Virtualisation, cloning or upgrading of underlying operating system, database or other supporting infrastructure components may invalidate the support of your installation and should be discussed with your Account Manager prior to any work being carried out.
- > Direct modification of existing or creation of additional objects within the Idox supplied database schema is not supported. Depending on your database/spatial platform this could also infringe on your application specific runtime license for the underlying components provided as part of the Idox solution.

3. The Idox Service Desk

The Idox standard Service Desk comprises:

- > A team of experienced first line analysts who can be contacted by telephone, email or by using the Idox Service Desk Online portal. The Service Desk is operational from 8.00 to 18.00. Monday to Friday, excluding England and Wales Public & Bank Holidays. However, for days that are not Public & Bank Holidays in other regions of the United Kingdom, there will be a Support service provided for customers based in those regions. For customers based in Scotland and Northern Ireland, Public & Bank Holidays will be those defined on the appropriate government web site, www.scotland.gov.uk & www.nidirect.gov.uk. Current links below:-

<http://www.scotland.gov.uk/Topics/People/bank-holidays/>
<http://www.nidirect.gov.uk/bank-holidays>
- > A team of experienced second line analysts covering all product areas. These are organised into groups, each with a Team Leader who manages separate product areas.
- > The Service Desk Manager who manages the overall Service Desk function.
- > Where required the Service Desk is able to call on other departments within the business in order to assist in the resolution of support requests.
- > A dedicated website Idox Service Desk Online which enables requests to be logged, progressed, updated, rated and closed.

3.1 Supported Software

Software supported by the Idox Service Desk will be listed in your software contract/maintenance agreement.

Support is generally provided for:

- > Software bugs within the supported product/version.
- > Technical faults within the software which supports the Idox products e.g., Oracle, SQL, ArcSDE, where this has been provided as part of the solution by Idox.
- > Difficulties experienced in using the software for the purposes for which it was designed, provided appropriate training has been undertaken.

3.2 Provision of Support

Support is provided to your nominated contact or their deputy. These staff must be trained to the appropriate level of competence in the relevant software.

All support requests should be routed through your nominated contact(s) internally as they are likely to be aware of trends, site specific issues and have background information that may facilitate a rapid resolution of the support request. It is vital that you inform us immediately of any change in your nominated contact(s).

In many cases we will need to liaise with your IT contact and relevant contact details should be provided on request. Technical issues are most likely to be the cause of complete system failure and therefore it is imperative that the contacts named are available during the course of the diagnosis and resolution process.

3.3 Request Prioritisation

When a support request is received, a priority level will be set against the request dependent on its urgency and its impact on your business. The request priority level will be based on whether your system has failed completely, partially or whether the support request relates to relatively minor issues affecting only parts of system operation with minimal business impact.

It is important if you are logging a support request via Idox Service Desk Online or by email, and you feel the request warrants a high priority, that you include the business impact for this. High priority support requests are reserved for a complete system failure with severe business impact only. If support requests are not correctly prioritised at the point they are logged, it may delay genuine high priority support requests. If you are unsure about the priority of your request, please refer to the table below for examples.

Table 1: Request priorities (All times are working hours - 8.00 to 18.00)

Call-Off Schedule 24 (Supplier-Furnished Terms)
 Crown Copyright 2022

Request Priority	Typical Problem Description	Target Response Time (Elapsed Time*)	Target Resolution Time (Elapsed Time*)
HIGH	Total system failure. Examples: Failure of one or more servers preventing the operation of the whole system. All users are unable to access the system; or A major software module or component is not available for use; or A customer facing service e.g. Public Access is fully inoperable.	Within 1 working hour of request being logged.	Within 8 working hours of request being logged.
MEDIUM	An important or critical component of the system has failed causing partial failure of the system. Examples: The system is operating but no documents can be produced; or A repeated system crash is occurring with a resulting degradation in performance.	Within 4 working hours of request being logged.	Within 18 working hours of request being logged.
LOW	An isolated issue which does not fall into the categories listed above. Examples: One workstation is malfunctioning but all others are operating normally; or A minor cosmetic issue relating to the software or a non-critical bug to which a workaround can be provided	Within 8 working hours of request being logged.	Within 45 working hours of request being logged. The proposed resolution may involve a temporary workaround until the problem can be fully resolved. The resolution of minor requests and bugs may be implemented in a future release, in which case the customer will be advised and the request closed.
ENQUIRY	Request for advice or clarification	Within 45 working hours of request being logged	Within 180 working hours of request being logged unless it is clear from the nature of the request, or by request of the customer that a more timely response is required, in which case a shorter timescale may be mutually agreed.

Support requests logged by email or phone, where a priority is not specified, will be logged as a default Low priority unless deemed otherwise.

- * Elapsed time is calculated for the duration of the request where it is with Idox Service Desk for action and does not include periods of time when the request is with the Customer to action/respond.

3.4 Products/Software outside the Standard Service Desk Deliverables

Standard support is not provided for the following components:

3.4.1 Document templates

The successful operation of document templates is very dependent on the data present in your database. If you require assistance on the production, amendment or troubleshooting of templates, chargeable consultancy services are available to assist you. Please contact your Account Manager to discuss the services available and estimated costs.

3.4.2 Reports other than those provided by Idox

The standard reports (as supplied by Idox as part of selected software) are supported. However, we do not support any other reports, including those produced as part of consultancy.

If you require assistance on the production, amendment or troubleshooting of reports, chargeable consultancy services are available to assist you. Please contact your Account Manager to discuss the services available and estimated costs.

3.4.3 Hardware, Operating Software and Network Infrastructure

We do not support hardware, operating software, cabling or other network infrastructure unless such products have been provided as part of the contracted system implementation and Idox have agreed to support them under an extended documented support contract.

We do however recognise that we may be the initial point of contact for any issue which negatively affects the use of Idox systems and we will try to provide advice where possible. Although we may be able to offer advice, your initial contact should be with your IT section within your organisation who should be able to investigate the problem and contact the relevant party suppliers for advice or resolution.

3.5 Remote Diagnostics

It is essential that Idox are able to access the relevant systems to enable rapid

replication, diagnosis and resolution of the issues you are experiencing. The lack of an immediately available remote access facility is a frequent cause of delay. Please see section 2.2 in relation to remote access requirements.

3.6 Logging a Request

3.6.1 Logging a Request via Idox Service Desk Online

If you need to report an issue relating to any Idox software we strongly recommend that you use the Idox Service Desk Online facility <https://servicedesk.idoxgroup.com/> to log your support request. You will need to enter your user name and password. Once successfully logged in you will be able to register a new support request and review or update existing requests.

The use of Idox Service Desk Online enables Idox to obtain all information relevant to your reported problem, automatically update our internal systems and provide you with a means of tracking, updating and monitoring the request.

If you do not have a username and password for Idox Service Desk Online please request one by contacting the Idox Service Desk on ServiceDesk@idoxgroup.com or 03330 111 444.

Uniform customers can access Idox Service Desk Online via the customer area of the Idoxgroup website www.idoxgroup.com. If you are a Uniform customer and do not have a username & password for the customer area please request one by contacting the Idox Service Desk on ServiceDesk@idoxgroup.com or 03330 111 444.

3.6.2 Logging Requests by Telephone

Please telephone 03330 111 444. The Service Desk staff will record the details of the request.

This is a low cost call number (normally charged a 1p per minute, subject to your telephone provider when called within the UK). For customer outside of the UK please use +44 3330 111 684.

Please ensure that you have all the relevant information to hand, as any missing information may delay the progress of your support request. An example of the information we will need to process your request is provided in Appendix 1.

3.6.3 Logging Requests by Email

Please email ServiceDesk@idoxgroup.com. The Service Desk will record full details of the request from the information you have provided within the email.

Please ensure that you have all the relevant information to hand, as any missing information may delay the progress of your support request. An example of the information we will need to process your request is provided in Appendix 1.

It is also important to notify us at the time of logging the request if you are due to be unavailable for a time, such as attending a meeting or on annual leave as this may delay progress on the request.

4. Request handling procedure

4.1 Introduction

This section describes how support requests are received and managed by Idox.

4.1.1 Idox Service Desk Online

If you log a support request using Idox Service Desk Online, the request will be logged automatically and a unique reference number allocated at the time of logging. An acknowledgement will be sent advising you of the reference number, which may include a request for further information.

4.1.2 By Telephone

If you log a support request with us by telephone, the Service Desk will obtain as much information as possible from you and will then allocate a unique reference number to your request. Please refer to Appendix 1 to determine the details required to successfully log a request. An acknowledgement will be sent advising you of the reference number.

4.1.3 By Email

If you log a request by email, the Service Desk will allocate a unique reference number and an acknowledgement will be sent. If there is insufficient information provided in the email, the request will be logged and you will be contacted to provide further information before the request can be progressed.

4.2 Analysis

A member of the Service Desk team will analyse each request to determine the type of problem according to the following categories:

- > Problem with standard Idox product, e.g. EDRMS, Acolaid, Lalpac or Uniform software applications.
- > Hardware or technical fault.

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

- > Operating system configuration problem or failure.
- > Advice or help required.

If a high priority request is logged it is important that Idox are able to discuss the situation with both your System Administrator and a representative from your IT section. It is essential that we are able to use remote facilities to access your system. We may also require additional security to be granted on a temporary basis in order to perform tasks such as modifying file permissions.

4.3 Allocation

Your request will be dealt with initially by a first line Service Desk Analyst. Depending on the nature of the request, it may then be passed to a second line Service Desk Analyst with specialist skills.

4.4 Investigation

If appropriate, an Analyst will contact you either via email or telephone to offer advice or to discuss your request in more detail. The problem may be resolved in this initial exchange or it may require further investigation.

In some cases, more information may be requested to enable the Service Desk to further analyse the problem. You may be asked to forward sample data, log files or printed output and we will often require remote access to your system in order to observe or replicate reported faults.

On completion of the investigation, a number of possible actions may be taken. Idox may:

- > Provide assistance with the operation of the system or the software by telephone, email, or through remote access.
- > Develop a workaround or new working practice in order to avoid a particular problem, or until the problem can be resolved in a subsequent software release or patch.
- > Make modifications to the software and supply a fix.
- > If appropriate, refer the problem to a 3rd party for further analysis or action.
- > Refer the request to your Account Manager.

You may also be requested to:

- > Load the latest Service Pack (where applicable) before investigation commences, as this may resolve the query.
- > Continue to monitor the situation if it cannot be replicated by the Service Desk and inform us of the outcome.
- > Provide the Service Desk with further information to analyse the fault, e.g., screen shots, data, or log files.

4.5 Updates/Chase

The status of your request may be checked using Idox Service Desk Online. If you need a more detailed update on your request or you wish to chase progress, please contact the Service Desk by email ServiceDesk@idoxgroup.com or by phoning 03330 111 444.

4.6 Monitoring

All requests are entered into our IT Service Management system. This system enables support requests to be assigned, monitored, and progressed. The system enables Idox to maintain appropriate records.

4.7 Closure

A support request may be closed when the following applies:

- > The support request is resolved to your satisfaction and both parties agree that the request may be closed.
- > Idox have provided a proposed resolution or requested further information which has been communicated to the customer contact and an email reminder has been sent but no subsequent response or confirmation of the effectiveness of the fix has been received 10 days after the advice was provided. If an out office is received we will further communicate following the return date.
- > Idox are unable to obtain appropriate remote access connection to attempt to replicate the fault. Please see section 2.2 for remote access requirements.
- > The support request resolution involves development of a bug fix to be provided in a future release of the software.
- > The support request relates to functionality the software was not designed to deliver, i.e. a Request for Change (RFC).

If the error re-occurs, the original support request will remain closed and a new request will be raised, which will be referenced back to the previous request, which may help in the resolution of the issue.

4.8 Escalation

Should you need to escalate a support request please contact the Service Desk on ServiceDesk@idoxgroup.com or 03330 111 444. The staff will inform the

Call-Off Schedule 24 (Supplier-Furnished Terms)

Crown Copyright 2022

relevant Analyst and a Service Desk Team Leader. The request will be reviewed urgently and you will be provided with an update on the progress made in resolving the request and/or the proposed actions.

Where we cannot resolve the support request within the expected resolution time you will be informed of progress by the Analyst on a regular basis, usually via email, until such time that the request can be resolved or a suitable workaround provided.

If the support request escalation is not resolved to your satisfaction, please use the following hierarchy to progress your request:

- > Service Desk Co-ordinator
Please contact Andy Hora on andy.hora@idoxgroup.com / 03330 111 223 or Margaret Montgomery on margaret.montgomery@idoxgroup.com / 03330 111 318.
- > Service Desk Manager
Please contact Joanne Stantiford-Knight on Joanne.Stantiford@idoxgroup.com / 03330 111296 / 07810 897 559
- > Account Manager
- > Regional Manager
- > Sales Director
- > Chief Executive Officer

4.9 Complaints Procedure

We always strive to deal with your support requests in a timely and efficient manner. Our Service Desk escalation procedures are designed to provide a structured method of managing requests which require exceptional handling. However, if you feel that the Service Desk has not reached an acceptable level, Idox operate a company-wide complaints procedure. Please contact customerservices@idoxgroup.com or Customer Services, Idox Group, 2nd Floor, Waterside 1310, Arlington Business Park, Theale RG7 4SA.

Appendix 1: Information Required for Request Logging Purposes

Date:	Time:
*Authority/Organisation:	*Contact Name:
*Telephone:	*Email:
Product Suite: (e.g. Acolaid/EDRMS/Lalpac/Uniform)	
*Product: (e.g. Indexing/TLC/Building Control)	
*Version:	
*Sub Module:	
Your (Customer) Reference:	
*System Status (Test/Live/Train/Trial):	*Is there a workaround? Y/N <i>If Yes, please give details...</i>
*Can the problem be replicated? Y/N	*Occurs on multiple machines? Y/N <i>If Not, specify user experiencing the problem...</i>
*Occurs for multiple users? Y/N	
*Title: (short description by which you can recognise the issue)	
*Priority: (Enquiry, Low, Medium, High) <i>If High, please give reasons with business impact</i>	
* Description Details, including the steps to replicate the issue:	
<p>Please attach any documents related to the reported fault (e.g. screenshots, error messages, log files)</p>	