

Award Form, Crown Copyright 2025,

Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.


1.	Buyer	<i>Driver and Vehicle Standards Agency</i> acting as part of the Crown (the Buyer). Its offices are on: Berkeley House, Croydon Street, England, BS5 0DA
2.	Supplier	Name: Deloitte LLP Address: 1 New Street Square, London, United Kingdom, EC4A 3HQ Registration number: OC303675 SID4GOV ID: 364807771
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables, being Service Now Managed Services I-see Schedule 2 (<i>Specification</i>) for full details. This opportunity is advertised in this Tender Notice in Find A Tender, reference 2025/S 000-011138 (FTS Contract Notice).
4.	Contract reference	K280022574
5.	Buyer Cause	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
6.	Collaborative working principles	The Collaborative Working Principles apply to this Contract. See Clause 3.1.3 for further details.
7.	Financial Transparency Objectives	The Financial Transparency Objectives do not apply to this Contract.

Award Form, Crown Copyright 2025,

8.	Start Date	10 th November 2025
9.	Expiry Date	9 th November 2027
10.	Extension Period	Further period up to one (1) Year plus one (1) Year Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.
11.	Ending this Contract without a reason	The Buyer shall be able to terminate this Contract in accordance with Clause 14.3. Provided that the amount of notice that the Buyer shall give to terminate in Clause 14.3 shall be 90-days.
12.	Incorporated Terms (together these documents form the " this Contract ")	The following documents are incorporated into this Contract. Where numbers are missing we are not using these Schedules. If there is any conflict, the following order of precedence applies: (a) This Award Form and/or any SOW under it (b) Any Special Terms (see Section 14 (Special Terms) in this Award Form) (c) Core Terms (d) Schedule 6 (<i>Intellectual Property Rights</i>) (e) Schedule 1 (<i>Definitions</i>) (f) Schedule 20 (<i>Processing Data</i>) (g) The following Schedules (in equal order of precedence): (i) Schedule 2 (<i>Specification</i>) (ii) Schedule 3 (<i>Charges</i>) (iii) Schedule 5 (<i>Commercially Sensitive Information</i>) (iv) Schedule 7 (<i>Staff Transfer</i>) Part C (v) Schedule 8 (<i>Implementation Plan & Testing</i>)

Award Form, Crown Copyright 2025,

		<p>(vi) Schedule 9 (<i>Installation Works</i>) NOT USED</p> <p>(vii) Schedule 10 (<i>Performance Levels</i>)</p> <p>(viii) Schedule 11 (<i>Continuous Improvement</i>)</p> <p>(ix) Schedule 12 (<i>Benchmarking</i>)</p> <p>(x) Schedule 13 (<i>Contract Management</i>)</p> <p>(xi) Schedule 14 (<i>Business Continuity and Disaster Recovery</i>)</p> <p>(xii) Schedule 15 (<i>Carbon Reduction</i>) NOT USED</p> <p>(xiii) Schedule 16 (<i>Security</i>)</p> <p>(xiv) Schedule 17 (<i>Service Recipients</i>)</p> <p>(xv) Schedule 18 (<i>Prompt Payment</i>)</p> <p>(xvi) Schedule 19 (<i>Corporate Planning</i>)</p> <p>(xvii) Schedule 21 (<i>Variation Form</i>)</p> <p>(xviii) Schedule 22 (<i>Insurance Requirements</i>)</p> <p>(xix) Schedule 23 (<i>Guarantee</i>) NOT USED</p> <p>(xx) Schedule 24 (<i>Financial Difficulties</i>)</p> <p>(xxi) Schedule 25 (<i>Rectification Plan</i>)</p> <p>(xxii) Schedule 26 (<i>Sustainability</i>)</p> <p>(xxiii) Schedule 27 (<i>Key Subcontractors</i>) NOT USED</p> <p>(xxiv) Schedule 28 (<i>ICT Services</i>)</p> <p>(xxv) Schedule 29 (<i>Key Supplier Staff</i>)</p> <p>(xxvi) Schedule 30 (<i>Exit Management</i>)</p> <p>(xxvii) Schedule 32 (<i>Background Checks</i>) NOT USED</p> <p>(xxviii) Schedule 4 (<i>Tender</i>), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
--	--	---

13.	Special Terms	<p>Special Term 1 - Statements of Works</p> <ol style="list-style-type: none"> 1. Definition: a "Statement of Works" (hereinafter referred to as "SoW") shall mean a document in the form set out in Part A of Appendix 1 to this Award Form detailing the specific tasks, deliverables, timelines, and responsibilities of the parties pertaining relating to the additional goods or services to be provided by the Supplier under this Contract, at the discretion of the Buyer. 2. Issuance and Acceptance: <ol style="list-style-type: none"> 2.1. The Buyer may issue a SoW in the form in Part A in appendix 1 to the Supplier outlining the scope of work required. 2.2. The Supplier shall review the SoW and, return Part B quote to the Buyer for delivering the SOW within 7 days of receipt; such quote to be provided in accordance with Schedule 3 the Charges. 2.3. The parties reserves the right to clarify and negotiate any aspect of the quote proposal provided. The SoW and quote shall be deemed accepted and binding upon both parties once signed by the Buyer, and the signed quote (with SOW appended) is delivered to the Supplier. 2.4 The Supplier shall invoice upon the satisfactory completion of the work/milestones as agreed in the SOW; subject to the Buyer accepting the Deliverables as per Part E of appendix 1 – Certificate of Satisfaction. 3. Incorporation into this Contract: <ol style="list-style-type: none"> 3.1. The provisions of all accepted SOWs shall be incorporated into this Contract. 3.2. SOWs shall be governed by the terms of this Contract.
14.	Buyer's Environmental Policy	 <p>DfT Corporate Environmental Policy.</p>
15.	Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (<i>Tender</i>) and report on the Social Value KPIs as required by Schedule 10 (<i>Performance Levels</i>).</p>

Award Form, Crown Copyright 2025,

16.	Buyer's Security Requirements	<p>The Buyer has chosen Option 2 - Consultancy for Schedule 16 (<i>Security</i>).</p> <p>Security Requirements: As set out in Schedule 16 (<i>Security</i>).</p> <p>ICT Policy: see Schedule 28.</p> <p>For the purposes of Schedule 28 (<i>ICT Services</i>) Supplier is required to comply with the ICT Policy.</p> <p>The Buyer's staff vetting requirements are: (i) as set out in Schedule 16 (<i>Security</i>)</p>
17.	Goods	Not applicable
18.	Charges	<p>Indexation is only applicable for Extension Options, as detailed in Schedule 3 (Charges)</p> <p>Details in Schedule 3 (Charges).</p>
19.	Estimated Year 1 Charges	Estimated Year 1 Charges £500,000.00 ex VAT
20.	Reimbursable expenses	None
21.	Payment method	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>

Award Form, Crown Copyright 2025,

		The payment method for this Call-Off Contract is BACS Transfer
22.	Key Performance Indicators	<p>Service Credits will accrue in accordance with Schedule 10 (<i>Performance Levels</i>)</p> <p>The Service Credit Cap is: 7.5%</p> <p>The Service Period is Monthly</p> <p>A Critical KPI Failure is: <i>A Critical Service KPI Failure will be deemed to have occurred if the performance of the KPI falls below the same KPI Threshold on three (3) occasions in any six (6) consecutive Service Periods.</i></p> <p><i>In the event of a Critical Service Level Failure excluding "reporting" or SoW related KPI's, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.</i></p> <p><i>Critical KPI Failure shall only apply to the following KPIs: KPI-001; KPI-002; KPI-003; KPI-005; KPI-012; and KPI-013.</i></p>
23.	Liability	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap, being £10 million.</p>
24.	Progress Meetings and Progress Reports	<p>The Supplier shall attend Progress Meetings with the Buyer every Month</p> <p>The Supplier shall provide the Buyer with Progress Reports every Month</p>
25.	Guarantor	Not applicable
26.	Virtual Library	<p>In accordance with Paragraph 2.2. of Schedule 30 (<i>Exit Management</i>)</p> <ul style="list-style-type: none"> the period in which the Supplier must create and maintain the Virtual Library, is as set out in that Paragraph 2.2; and

Award Form, Crown Copyright 2025,

		<ul style="list-style-type: none">the Supplier shall update the Virtual Library every three (3) months.
27.	Supplier's Contract Manager	<div><div></div><div></div><div></div><div></div></div>
28.	Supplier Authorised Representative	<div><div></div><div></div><div></div><div></div></div>
29.	Supplier Compliance Officer	<div><div></div><div></div><div></div><div></div></div>
30.	Supplier Data Protection Officer	<div><div></div></div>
31.	Supplier Marketing Contact	<div><div></div><div></div><div></div><div></div></div>
32.	Key Subcontractors	None

Award Form, Crown Copyright 2025,

33.	Buyer Authorised Representative	<div data-bbox="544 215 746 248"></div> <div data-bbox="544 286 1062 320"></div> <div data-bbox="544 356 970 389"></div>
-----	--	--

Award Form, Crown Copyright 2025,

Appendix 1: Statement of Works (SOW) [TEMPLATE]

SOW Title: [Insert Project Title]

Reference code: [Insert reference code]

Date: [Insert Date]

Buyer: DVSA

Supplier: [Insert Contractor Name]

SOW Buyer point of contact: [insert point of contact, and contact details]

REQUEST NUMBER:	[BUYER TO INSERT REFERENCE NUMBER FOR REQUEST]
PART A – REQUEST FOR QUOTE	<p>[Guidance: Buyer to complete].</p> <p>Scope of Work, Deliverables and Technical Specification:</p> <p>Background to SOW: What the projects aims to achieve: Project Objectives: What the project aims to achieve. Tasks and Activities: Detailed description of the work to be performed. Inclusions/Exclusions: What is and isn't covered.</p>
PART B – QUOTE	<p>[Guidance: Supplier to complete]</p> <p>Provide a fixed price quote and Date(s) for Service Delivery and Target Completion</p> <p>1.Timeline:</p> <p>Start Date: [Insert Start Date] End Date: [Insert End Date] Milestones and deadlines for each deliverable. Project phases and key activities.</p> <p>2.Special Terms:</p>

	<p>Any special terms for this Sow including payment terms, additional insurance terms, key personnel etc.</p> <p>3.Deliverables</p> <p>List of Deliverables: Tangible outputs (e.g., reports, software, designs).</p> <p>Delivery Schedule: When each deliverable is due.</p> <p>Key Milestones: Important checkpoints and deadlines</p> <p>Impact Assessment</p> <p>4.Format and standards for deliverables (e.g., code, documentation, reports)</p> <p>.</p> <p>5. Roles and Responsibilities</p> <p>Client Responsibilities: What the client must provide or do.</p> <p>Contractor Responsibilities: What the service provider is accountable for.</p> <p>6. Payment Terms</p> <p>Pricing Structure: Fixed price, time and materials, etc.</p> <p>Payment Schedule: When and how payments will be made.</p> <p>Invoicing Requirements: What needs to be included in invoices.</p> <p>7. Acceptance Criteria</p> <p>Review Process: How deliverables will be reviewed and approved.</p> <p>Success Metrics: How success will be measured.</p> <p>8. Assumptions and Constraints</p> <p>Assumptions: Conditions assumed to be true for planning.</p> <p>Constraints: Limitations such as budget, technology, or resources.</p> <p>9. Change Management</p> <p>Change Request Process: How changes to the scope will be handled.</p>
--	--

	<p>10. Legal and Compliance</p> <p>Confidentiality: NDAs or data protection clauses.</p> <p>Intellectual Property: Who owns the work produced.</p> <p>12. Expected Benefits</p> <p>This outlines the tangible and intangible benefits the client or organisation will gain from the project.</p> <p>Types of Benefits:</p> <p>Financial: Cost savings, increased revenue, ROI.</p> <p>Operational: Improved efficiency, reduced downtime.</p> <p>Customer-related: Higher satisfaction, better retention.</p> <p>Compliance: Meeting regulatory requirements.</p> <p>Optional Enhancements</p> <p>Benefit Realisation Plan: How and when benefits will be measured.</p>
PART C - BUYER ACCEPTANCE OR FURTHER REVIEW	<p>[Guidance: Buyer to complete]</p> <p>Buyer to sign for Acceptance of Quote or request further clarification of the quote]</p> <p>Buyer Signature:.....</p> <p>Job Title:.....</p> <p>Date Signed.....</p>
PART D - SUPPLIER SIGNATURE	<p>[Guidance: Supplier to complete].</p> <p>Supplier Signature:.....</p> <p>Job Title:.....</p> <p>Date Signed.....</p>

Award Form, Crown Copyright 2025,

PART E – CERTIFICAT E OF SATISFACTI ON	[Guidance: Buyer to complete - add any issues/comments] Buyer Signature:..... Job Title:..... Date Signed.....

For and on behalf of the Supplier:		For and on behalf of the Buyer	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Award Form, Crown Copyright 2025,

Core Terms – Mid-tier

1. Definitions used in the contract

Interpret this Contract using Schedule 1 (*Definitions*).

2. How the contract works

2.1 The Contract:

2.1.1 is between the Supplier and the Buyer; and

2.1.2 includes Core Terms, Schedules and any other changes or items in the completed Award Form.

2.2 The Supplier acknowledges it has all the information required to perform its obligations under this Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.3 The Supplier acknowledges that it has satisfied itself of all details relating to:

2.3.1 the Buyer's requirements for the Deliverables;

2.3.2 the Buyer's operating processes and working methods; and

2.3.3 the ownership and fitness for purpose of the Buyer Assets,

and it has advised the Buyer in writing of:

2.3.4 each aspect, if any, of the Buyer's requirements for the Deliverables, operating processes and working methods that is not suitable for the provision of the Services;

2.3.5 the actions needed to remedy each such unsuitable aspect; and

2.3.6 a timetable for and, to the extent that such costs are to be payable to the Supplier, the costs of those actions,

and such actions, timetable and costs are fully reflected in this Contract.

2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

2.4.1 verify the accuracy of the Due Diligence Information; and

2.4.2 properly perform its own adequate checks.

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

Award Form, Crown Copyright 2025,

2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- (a) that comply with the Specification, the Tender Response and this Contract;
- (b) using reasonable skill and care;
- (c) using Good Industry Practice;
- (d) using its own policies, processes and internal quality control measures as long as they don't conflict with this Contract;
- (e) on the dates agreed; and
- (f) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects or for such other period as specified in the Award Form.

3.1.3 Where the Award Form states that the Collaborative Working Principles will apply, the Supplier must co-operate and provide reasonable assistance to any Buyer Third Party notified to the Supplier by the Buyer from time to time and act at all times in accordance with the following principles:

- (a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later";
- (b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;
- (c) where reasonable, adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;
- (d) providing reasonable cooperation, support, information and assistance to Buyer Third Parties in a proactive,

Award Form, Crown Copyright 2025,

transparent and open way and in a spirit of trust and mutual confidence; and

- (e) identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.3 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within three (3) Working Days of Delivery.

3.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.5 The Supplier warrants that the Goods shall be:

- (a) of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- (b) fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer; and
- (c) free from defects in design, material and workmanship.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than fourteen (14)

Award Form, Crown Copyright 2025,

days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier uses all reasonable endeavours to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.2.13 Without limiting any other remedies to which it may be entitled, the Buyer shall be entitled to exercise its rights under Clause 3.2.12 in relation to Goods that don't conform with Clause 3.2.5, for a reasonable period, or such period specified in the Award Form, regardless of whether the Goods have been accepted by the Buyer.

3.2.14 The Buyer will not be liable for any actions, claims or Losses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any Loss or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such Loss or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of this Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of this Contract.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to this Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

Award Form, Crown Copyright 2025,

3.3.6 On completion of the Services, the Supplier is responsible for leaving the Buyer Premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer Premises or Buyer Assets, other than fair wear and tear.

3.3.7 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.8 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under this Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2 All Charges:

4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

4.2.2 include all costs connected with the Supply of Deliverables.

4.3 The Buyer must pay the Supplier the Charges,

4.3.1 before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or

4.3.2 if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Buyer as valid and undisputed; and

4.3.3 in cleared funds using the payment method and details stated in the invoice or in the Award Form.

4.4 A Supplier invoice is only valid if it:

4.4.1 includes the minimum required information set out in Section 68(9) of the Procurement Act 2023;

4.4.2 includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and

4.4.3 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any).

Award Form, Crown Copyright 2025,

4.5 Where any invoice does not conform to the Buyer's requirements set out in Clause 4.4, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay.

4.6 The Buyer shall accept for processing any electronic invoice that complies with the Electronic Invoice Standard, provided that it is valid and undisputed.

4.7 Where any invoice does not conform to the Buyer's requirements set out in this Clause 4, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

4.8 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.

4.9 The Supplier must ensure that all Subcontractors are paid, in full:

4.9.1 before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier in respect of the sum; or

4.9.2 if later, by the date on which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the Supplier as valid and undisputed. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The Buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

5.1.1 the Buyer cannot terminate this Contract under Clause 14.4.1;

5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deductions under this Contract;

5.1.3 the Supplier is entitled to additional time needed to make the Delivery;

5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

Award Form, Crown Copyright 2025,

5.2.1 gives notice to the Buyer of the Buyer Cause within ten (10) Working Days of becoming aware;

5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause; and

5.2.3 mitigated the impact of the Buyer Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of this Contract during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which the Buyer has a right to Audit.

6.3 Where the Award Form states that the Financial Transparency Objectives apply, the Supplier must co-operate with the Buyer to achieve the Financial Transparency Objectives and, to this end, will provide a Financial Report to the Buyer:

6.3.1 on or before the Effective Date;

6.3.2 at the end of each Contract Year; and

6.3.3 within six (6) Months of the end of the Contract Period,

and the Supplier must meet with the Buyer if requested within ten (10) Working Days of the Buyer receiving a Financial Report.

6.4 If the Supplier becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:

6.4.1 Supplier's currently incurred or forecast future Costs; and

6.4.2 forecast Charges for the remainder of this Contract,

then the Supplier must notify the Buyer in writing as soon as practicable setting out the actual or anticipated effect of the event.

6.5 The Buyer or an Auditor can Audit the Supplier.

6.6 The Supplier must allow any Auditor access to their premises and the Buyer will use reasonable endeavours to ensure that any Auditor:

6.6.1 complies with the Supplier's operating procedures; and

Award Form, Crown Copyright 2025,

6.6.2 does not unreasonably disrupt the Supplier or its provision of the Deliverables.

6.7 During an Audit, the Supplier must provide information to the Auditor and reasonable co-operation at their request including access to:

6.7.1 all information within the permitted scope of the Audit;

6.7.2 any Sites, used in the performance of this Contract; and

6.7.3 the Supplier Staff.

6.8 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.

6.9 The Supplier must comply with the Buyer's reasonable instructions following an Audit, including:

6.9.1 correcting any identified Default;

6.9.2 rectifying any error identified in a Financial Report; and

6.9.3 repaying any Charges that the Buyer has overpaid.

6.10 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

6.10.1 tell the Buyer and give reasons;

6.10.2 propose corrective action; and

6.10.3 provide a deadline for completing the corrective action.

6.11 Except where an Audit is imposed on the Buyer by a regulatory body or where the Buyer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Contract, the Buyer may not conduct an Audit of the Supplier or of the same Key Subcontractor more than twice in any Contract Year.

6.12 At the end of each Contract Year, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of its compliance with Clause 4.9, such report to be certified by the Supplier's Authorised Representative as being accurate and not misleading.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of this Contract must:

7.1.1 be appropriately trained and qualified;

Award Form, Crown Copyright 2025,

7.1.2be vetted using

- (a) the staff vetting requirements set out in Schedule 16 (*Security*) (if that Schedule is used);
- (b) the requirements set out in the Award Form (if set out there); or
- (c) where no other requirements are set out, the HMG Baseline Personnel Security Standard found at [https://assets.publishing.service.gov.uk/media/5b169993ed915d2cbae4af03/HMG_Baseline_Personnel_Security_Standard - May 2018.pdf](https://assets.publishing.service.gov.uk/media/5b169993ed915d2cbae4af03/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf), as replaced or updated from time to time ;

7.1.3where the performance of this Contract will, or is likely to, give Supplier Staff access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, be further vetted in accordance with Schedule 32 (*Background Checks*); and

7.1.4comply with all conduct requirements when on the Buyer's Premises.

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on this Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

7.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.

7.6 The provisions of this Clause 7 are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

8. Supply chain

8.1 Appointing Subcontractors

8.1.1The Supplier must exercise due skill and care when it selects and appoints Subcontractors to ensure that the Supplier is able to:

Award Form, Crown Copyright 2025,

- (a) manage Subcontractors in accordance with Good Industry Practice;
- (b) comply with its obligations under this Contract; and
- (c) assign, novate or transfer its rights and/or obligations under the Sub-Contract that relate exclusively to this Contract to the Buyer or a Replacement Supplier.

8.1.2 The Supplier must ensure that it does not any time during the Contract Period enter into a Subcontract with:

- (a) any supplier that is on the debarment list on the basis of a mandatory exclusion ground within the meaning of the Procurement Act 2023 and associated regulations; or
- (b) any supplier that is on the debarment list on the basis of a discretionary exclusion ground within the meaning of the Procurement Act 2023 and associated regulations, unless the Supplier has obtained the Buyer's prior written consent to the appointment of the relevant proposed Subcontractor.

8.2 Mandatory provisions in Sub-Contracts

8.2.1 If a Subcontractor is to be appointed under this Contract, then the Buyer may, in accordance with Section 72 of the Procurement Act 2023, require that the Supplier enters into a legally binding arrangement with the proposed Subcontractor within such reasonable period after the Effective Date as may be specified by the Buyer.

8.2.2 If the Supplier does not enter into a legally binding agreement in accordance with Clause 8.2.1 the Buyer may:

- (a) terminate this Contract and the consequences of termination set out in Clauses 14.5.1(b) to 14.5.1(g) shall apply; or
- (b) require the Supplier to enter into a legally binding agreement with an alternate Subcontractor.

8.2.3 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:

- (a) where such Sub-Contracts are entered into after the Effective Date, the Supplier will ensure that they all contain provisions that; or

Award Form, Crown Copyright 2025,

- (b) where such Sub-Contracts are entered into before the Effective Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - (i) allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law;
 - (ii) require that all Subcontractors are paid:
 - i. before the end of the period of thirty (30) days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or
 - ii. if later, the date by which the payment falls due in accordance with the invoice,
 subject to the invoice being verified by the party making payment as valid and undisputed;
 - (iii) require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and
 - (iv) allow the Buyer to publish the details of the late payment or non-payment if this thirty (30) day limit is exceeded.

8.2.4 The Supplier must ensure that a term equivalent to Clause 8.2.3 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Subcontractor", in Clause 8.2.1 are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

8.3 When Sub-Contracts can be ended

8.3.1 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- (a) there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing;
- (b) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 14.4;

Award Form, Crown Copyright 2025,

- (c) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; and/or
- (d) the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

8.4 Ongoing responsibility of the Supplier

The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

8.5 Competitive terms

8.5.1 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

8.5.2 If the Buyer uses Clause 8.5.1 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

9. Rights and protection

9.1 The Supplier warrants and represents that:

- 9.1.1 it has full capacity and authority to enter into and to perform this Contract;
- 9.1.2 this Contract is entered into by its authorised representative;
- 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Contract;
- 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under this Contract and for the Buyer to receive the Deliverables;
- 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Contract; and
- 9.1.7 it is not impacted by an Insolvency Event or a Financial Distress Event.

Award Form, Crown Copyright 2025,

9.2 The warranties and representations in Clauses 2.6 and 9.1 are repeated each time the Supplier provides Deliverables under this Contract.

9.3 The Supplier indemnifies the Buyer against each of the following:

9.3.1 wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts this Contract; and

9.3.2 non-payment by the Supplier of any tax or National Insurance.

9.4 All claims indemnified under this Contract must use Clause 30.

9.5 The description of any provision of this Contract as a warranty does not prevent the Buyer from exercising any termination right that it may have for Default of that provision by the Supplier.

9.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

9.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10. Intellectual Property Rights (IPRs)

10.1 The Parties agree that the terms set out in Schedule 6 (*Intellectual Property Rights*) shall apply to this Contract.

10.2 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

10.3 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

10.3.1 obtain for the Buyer the rights to continue using the relevant item without infringing any third party IPR; or

10.3.2 replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10.4 If the Buyer requires that the Supplier procures a licence in accordance with Clause 10.3.1 or to modify or replace an item pursuant to Clause 10.3.2, but this has not avoided or resolved the IPR Claim, then the Buyer may terminate this Contract by written notice with immediate effect and the consequences of termination set out in Clauses 14.5.1 shall apply.

11. Rectifying issues

Award Form, Crown Copyright 2025,

- 11.1 If there is a Notifiable Default, the Supplier must notify the Buyer within three (3) Working Days of the Supplier becoming aware of the Notifiable Default and the Buyer may request that the Supplier provide a Rectification Plan within ten (10) Working Days of the Buyer's request alongside any additional documentation that the Buyer requires.
- 11.2 When the Buyer receives a requested Rectification Plan it can either:
 - 11.2.1 reject the Rectification Plan or revised Rectification Plan giving reasons; or
 - 11.2.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 11.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:
 - 11.3.1 will give reasonable grounds for its decision; and
 - 11.3.2 may request that the Supplier provides a revised Rectification Plan within five (5) Working Days.

12. Escalating issues

- 12.1 If the Supplier fails to:
 - 12.1.1 submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 11.1 or 11.3; and
 - 12.1.2 adhere to the timescales set out in an accepted Rectification Plan to resolve the Notifiable Default.

or if the Buyer otherwise rejects a Rectification Plan, the Buyer can require the Supplier to attend an Escalation Meeting on not less than five (5) Working Days' notice. The Buyer will determine the location, time and duration of the Escalation Meeting(s) and the Supplier must ensure that the Supplier Authorised Representative is available to attend.
- 12.2 The Escalation Meeting(s) will continue until the Buyer is satisfied that the Notifiable Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Working Days, either Party may treat the matter as a Dispute to be handled through the Dispute Resolution Procedure.
- 12.3 If the Supplier is in Default of any of its obligations under this Clause 12, the Buyer shall be entitled to terminate this Agreement and the consequences of termination set out in Clauses 14.5.1 shall apply as if the contract were terminated under Clause 14.4.1.

13. Step-in rights

Award Form, Crown Copyright 2025,

- 13.1 If a Step-In Trigger Event occurs, the Buyer may give notice to the Supplier that it will be taking action in accordance with this Clause 13.1 and setting out:
 - 13.1.1 whether it will be taking action itself or with the assistance of a third party;
 - 13.1.2 what Required Action the Buyer will take during the Step-In Process;
 - 13.1.3 when the Required Action will begin and how long it will continue for;
 - 13.1.4 whether the Buyer will require access to the Sites; and
 - 13.1.5 what impact the Buyer anticipates that the Required Action will have on the Supplier's obligations to provide the Deliverables.
- 13.2 For as long as the Required Action is taking place:
 - 13.2.1 the Supplier will not have to provide the Deliverables that are the subject of the Required Action;
 - 13.2.2 no Deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - 13.2.3 the Buyer will pay the Charges to the Supplier after subtracting any applicable Deductions and the Buyer's costs of taking the Required Action.
- 13.3 The Buyer will give notice to the Supplier before it ceases to exercise its rights under the Step-In Process and within twenty (20) Working Days of this notice the Supplier will develop a draft Step-Out Plan for the Buyer to approve.
- 13.4 If the Buyer does not approve the draft Step-Out Plan, the Buyer will give reasons and the Supplier will revise the draft Step-Out Plan and re-submit it for approval.
- 13.5 The Supplier shall bear its own costs in connection with any step-in by the Buyer under this Clause 13, provided that the Buyer shall reimburse the Supplier's reasonable additional expenses incurred directly as a result of any step-in action taken by the Buyer under:
 - 13.5.1 limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - 13.5.2 limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Buyer serving a notice under Clause 13.1 is identified as not being the result of the Supplier's Default).

14. Ending the contract

Award Form, Crown Copyright 2025,

14.1 The Contract takes effect on the Effective Date and ends on the End Date or earlier if terminated under this Clause 14 or if required by Law.

14.2 The Buyer can extend this Contract for the Extension Period by giving the Supplier written notice before this Contract expires as described in the Award Form.

14.3 **Ending the contract without a reason**

The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than ninety (90) days' notice (unless a different notice period is set out in the Award Form) and if it's terminated Clause 14.6.3 applies.

14.4 **When the Buyer can end this Contract**

14.4.1 If any of the following events happen, the Buyer has the right to immediately terminate this Contract by issuing a Termination Notice to the Supplier and the consequences of termination in Clause 14.5.1 shall apply:

- (a) there's a Supplier Insolvency Event;
- (b) there's a Notifiable Default that is not corrected in line with an accepted Rectification Plan;
- (c) the Buyer rejects a Rectification Plan or the Supplier does not provide it within ten (10) days of the request;
- (d) there's any Material Default of this Contract;
- (e) there's any Material Default of any Joint Controller Agreement relating to this Contract;
- (f) there's a Default of Clauses 2.6, 12, 31 or Schedule 28 (*ICT Services*) (where applicable);
- (g) the performance of the Supplier causes a Critical KPI Failure to occur;
- (h) there's a consistent repeated failure to meet the Key Performance Indicators in Schedule 10 (*Performance Levels*);
- (i) there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing;
- (j) the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them;

Award Form, Crown Copyright 2025,

- (k) the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment Law when providing the Deliverables;
- (l) the Supplier fails to comply with its obligations under Part D (*Pensions*) of Schedule 7 (*Staff Transfer*);
- (m) the Supplier committing a material Default under Paragraphs 7.1.1 or 7.1.2 of Part D (*Pensions*) of Schedule 7 (*Staff Transfer*);
- (n) in accordance with Section 78, and/or Section 79 (where applicable), of the Procurement Act 2023, and provided that the requirements of Section 78(7) of the Procurement Act 2023 have been met, where:
 - (i) the Buyer considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it;
 - (ii) the Supplier has, since the award of the Contract become an excluded supplier or excludable supplier (including by reference to an associated person) as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Sections 78(8) (where applicable) of the Procurement Act 2023 have been met; and/or
 - (iii) any Subcontractor has, since the award of the Contract become an excluded supplier or excludable supplier as set out in Section 57 of the Procurement Act 2023 and provided that the conditions in Section 78(3) to 78(8) of the Procurement Act 2023 have been met;
- (o) the Supplier fails to enter into a legally binding agreement with any Subcontractor in accordance with Section 72 of the Procurement Act 2023; and/or
- (p) where any Subcontractor has, since the award of the Contract, become an excluded supplier or excludable supplier as defined in Section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this Clause 14.4.1(p) the Buyer:
 - (i) has notified the Supplier of its intention to terminate under this Clause, and why the Buyer has decided to terminate the Contract;

Award Form, Crown Copyright 2025,

- (ii) has given the Supplier reasonable opportunity to make representations about whether this Clause applies and the Buyer's decision to terminate; and
- (iii) has given the Supplier a reasonable opportunity to end its Sub-Contract with the excluded or excludable supplier, and if necessary, find an alternative Subcontractor.

14.5 What happens if the contract ends

14.5.1 Where the Buyer terminates this Contract under Clauses 14.4.1 (excluding 14.4.1(n)(i)), 10.4, 12.3 or 36.3, Paragraph 7 of Part D of Schedule 7 (*Staff Transfer*), Paragraph 2.2 of Schedule 12 (*Benchmarking*) (where applicable), Paragraph 4.1 of Schedule 19 (*Corporate Resolution Planning*) (where applicable) Paragraph 7 of Schedule 24 (*Financial Difficulties*) (where applicable) or Paragraph 3.1.12(b) of Part A or Paragraph 3.8.2 of Part B (where applicable) of Schedule 26 (*Sustainability*) all of the following apply:

- (a) the Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period;
- (b) the Buyer's payment obligations under the terminated Contract stop immediately;
- (c) accumulated rights of the Parties are not affected;
- (d) the Supplier must promptly delete or return the Government Data except where required to retain copies by Law, other than Government Data (i) that is Personal Data in respect of which the Supplier is a Controller; and (ii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract;
- (e) the Supplier must promptly return any of the Buyer's property provided under the terminated Contract;
- (f) the Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier); and
- (g) the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.

14.5.2 If either Party terminates this Contract under Clause 24.3 or the Buyer terminates under Clause 14.4.1(n)(i):

Award Form, Crown Copyright 2025,

- (a) each party must cover its own Losses; and
- (b) Clauses 14.5.1(b) to 14.5.1(g) apply.

14.5.3 The following Clauses survive the termination or expiry of this Contract: 3.2.12, 4, 6, 7.4, 7.5, 10, 14.5, 14.6.3, 15, 18, 19, 20, 21, 22, 23, 35.3.2, 39, 40, Schedule 1 (*Definitions*), Schedule 3 (*Charges*), Schedule 7 (*Staff Transfer*), Schedule 30 (*Exit Management*)) (if used), Schedule 6 (*Intellectual Property Rights*) and any Clauses and Schedules which are expressly or by implication intended to continue.

14.6 When the Supplier (and the Buyer) can end the contract

14.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within thirty (30) days of the date of the Reminder Notice.

14.6.2 The Supplier also has the right to terminate this Contract in accordance with Clauses 24.3 and 27.5.

14.6.3 Where the Buyer terminates this Contract under Clause 14.3 or the Supplier terminates this Contract under Clause 14.6.1 or 27.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier;
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to the Supplier if this Contract had not been terminated; and
- (c) Clauses 14.5.1(b) to 14.5.1(g) apply.

14.7 Partially ending and suspending the contract

14.7.1 Where the Buyer has the right to terminate this Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends this Contract it can provide the Deliverables itself or buy them from a third party.

14.7.2 The Buyer can only partially terminate or suspend this Contract if the remaining parts of this Contract can still be used to effectively deliver the intended purpose.

Award Form, Crown Copyright 2025,

14.7.3 The Parties must agree any necessary Variation required by this Clause 14.7 using the Variation Procedure, but the Supplier may not either:

- (a) reject the Variation; or
- (b) increase the Charges, except where the right to partial termination is under Clause 14.3.

14.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under this Clause 14.7.

15. How much you can be held responsible for?

15.1 Each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified otherwise in the Award Form.

15.2 Neither Party is liable to the other for:

15.2.1 any indirect Losses; and/or

15.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

15.3 In spite of Clause 15.1, neither Party limits or excludes any of the following:

15.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

15.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; and

15.3.3 any liability that cannot be excluded or limited by Law.

15.4 In spite of Clause 15.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.4, 9.3.2, 10.2, 35.3.2 or Schedule 7 (*Staff Transfer*) of this Contract.

15.5 In spite of Clause 15.1, the Buyer does not limit or exclude its liability for any indemnity given under Clause 7 or Schedule 7 (*Staff Transfer*) of this Contract.

15.6 In spite of Clause 15.1, but subject to Clauses 15.2 and 15.3, the Supplier's total aggregate liability in each Contract Year under Clause 18.6.4 is no more than the Data Protection Liability Cap.

Award Form, Crown Copyright 2025,

- 15.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Contract, including any indemnities.
- 15.8 When calculating the Supplier's liability under Clause 15.1 the following items will not be taken into consideration:
 - 15.8.1 Deductions; and
 - 15.8.2 any items specified in Clause 15.4.
- 15.9 If more than one Supplier is party to this Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

16. Obeying the law

- 16.1 The Supplier shall comply with the provisions of Schedule 26 (*Sustainability*).
- 16.2 The Supplier shall comply with the provisions of:
 - 16.2.1 the Official Secrets Acts 1911 to 1989; and
 - 16.2.2 Section 182 of the Finance Act 1989.
- 16.3 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law to do with this Contract.
- 16.4 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 16.1 and Clauses 31 to 36.

17. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (*Insurance Requirements*).

18. Data protection and security

- 18.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (*Processing Data*).
- 18.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 18.3 The Supplier must ensure that any Supplier, Subcontractor and Subprocessor system (including any cloud services or end user devices used by the Supplier, Subcontractor and Subprocessor) holding any

Award Form, Crown Copyright 2025,

Government Data, including back-up data, is a secure system that complies with the Security Requirements (including Schedule 16 (*Security*) (if used)) and otherwise as required by Data Protection Legislation.

18.4 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

18.5 If the Government Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Buyer may either or both:

18.5.1 tell the Supplier (at the Supplier's expense) to restore or get restored Government Data as soon as practical but no later than five (5) Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and

18.5.2 restore the Government Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

18.6 The Supplier:

18.6.1 must, subject to the Security Requirements, including in Schedule 16 (*Security*) (if used), provide the Buyer with copies of Government Data held by the Supplier or any Subcontractor in an agreed format (provided it is secure and readable) within ten (10) Working Days of a written request;

18.6.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

18.6.3 must, subject to the Security Requirements including in Schedule 16 (*Security*) (if used), securely erase all Government Data held by the Supplier or a Subcontractor when asked to do so by the Buyer (and certify to the Buyer that it has done so) using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted, unless and to the extent required by Law to retain it, other than Government Data in respect of which the Supplier is a Controller, or the Supplier has rights to hold the Government Data independently of the Contract; and

18.6.4 indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 18 or any Data Protection Legislation.

19. What you must keep confidential

Award Form, Crown Copyright 2025,

19.1 Each Party must:

19.1.1 keep all Confidential Information it receives confidential and secure;

19.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Contract; and

19.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

19.2 In spite of Clause 19.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

19.2.1 where disclosure is required by applicable Law, a regulatory body or a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

19.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

19.2.3 if the information was given to it by a third party without obligation of confidentiality;

19.2.4 if the information was in the public domain at the time of the disclosure;

19.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

19.2.6 on a confidential basis, to its auditors or for the purpose of regulatory requirements;

19.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

19.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

19.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Contract. The Supplier Staff shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

Award Form, Crown Copyright 2025,

- 19.4 The Buyer may disclose Confidential Information in any of the following cases:
- 19.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 19.4.2 on a confidential basis to any other Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 19.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 19.4.4 where requested by Parliament;
 - 19.4.5 under Clauses 4.9 and 20; and
 - 19.4.6 on a confidential basis under the audit rights in Clauses 6.5 to 6.9 (inclusive), Clause 13 (Step-in rights), Schedule 7 (*Staff Transfer*) and Schedule 30 (if used).
- 19.5 For the purposes of Clauses 19.2 to 19.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 19.
- 19.6 Transparency Information and any information which is disclosed pursuant to Clause 20 is not Confidential Information.
- 19.7 The Supplier must not make any press announcement or publicise this Contracts or any part of them in any way, without the prior written consent of the Buyer and must use all reasonable endeavours to ensure that Supplier Staff do not either.

20. When you can share information

- 20.1 The Supplier must tell the Buyer within forty eight (48) hours if it receives a Request For Information.
- 20.2 In accordance with a reasonable timetable and in any event within five (5) Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 20.2.1 publish the Transparency Information; and
 - 20.2.2 comply with any Request for Information,
- any such co-operation and/or information from the Supplier shall be provided at no additional cost.
- 20.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request for

Award Form, Crown Copyright 2025,

Information and may talk to the Supplier to help it decide whether to publish information under Clause 20, taking into account any agreed Commercially Sensitive Information set out in Schedule 5. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

21. Invalid parts of the contract

If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

22. No other terms apply

The provisions incorporated into this Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

23. Other people's rights in this Contract

23.1 The provisions of Clauses 4.9, 8.2.3 and 8.2.4, Paragraphs 2.1 and 2.3 of Part A, Paragraphs 2.1, 2.3, 3.1 and 3.3 of Part B, Paragraphs 1.2, 1.4 and 1.7 of Part C, Part D and Paragraphs 1.4, 1.7, 2.3, 2.5 and 2.10 of Part E of Schedule 7 (*Staff Transfer*) and the provisions of Paragraph 3.1, 6.1, 7.2, 8.2, 8.5, 8.6 and 8.9 of Schedule 30 (*Exit Management*) (together "**Third Party Provisions**") confer benefits on persons named or identified in such provisions other than the Parties (each such person a "**Third Party Beneficiary**") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act ("**CRTPA**").

23.2 Subject to Clause 23.1, no third parties may use the CRTPA to enforce any term of this Contract unless stated (referring to CRTPA) in this Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

23.3 Except for the provisions of Clauses 4.9, 8.2.3 and 8.2.4, 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.

23.4 Any amendments or modifications to this Contract may be made, and any rights created under Clause 23.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

24. Circumstances beyond your control

Award Form, Crown Copyright 2025,

24.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

24.1.1 provides a Force Majeure Notice to the other Party; and

24.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

24.2 Any failure or delay by the Supplier to perform its obligations under this Contract that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

24.3 Either party can partially or fully terminate this Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

25. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

26. Giving up contract rights

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

27. Transferring responsibilities

27.1 The Supplier cannot assign, novate or in any other way dispose of this Contract or any part of it without the Buyer's written consent.

27.2 Subject to Schedule 27 (*Key Subcontractors*), the Supplier cannot subcontract this Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with information about the Subcontractor as it reasonably requests. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within ten (10) Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:

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

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

Award Form, Crown Copyright 2025,

27.2.3 the proposed Subcontractor employs unfit persons; and/or

27.2.4 the proposed Subcontractor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated regulations.

27.3 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

27.4 When the Buyer uses its rights under Clause 27.3 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

27.5 The Supplier can terminate this Contract novated under Clause 27.3 to a private sector body that is experiencing an Insolvency Event.

27.6 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

27.7 If at any time the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

27.7.1 their name;

27.7.2 the scope of their appointment;

27.7.3 the duration of their appointment;

27.7.4 a copy of the Sub-Contract; and

27.7.5 whether the Supplier considers that an exclusion ground within the meaning of the Procurement Act 2023 and any associated regulations does or may apply to the Sub-contractor.

28. Changing the Contract

28.1 Either Party can request a Variation to this Contract which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.

28.2 The Supplier must provide an Impact Assessment either:

28.2.1 with the Variation Form, where the Supplier requests the Variation; and

28.2.2 within the time limits included in a Variation Form requested by the Buyer.

28.3 If the Variation to this Contract cannot be agreed or resolved by the Parties, the Buyer can either:

Award Form, Crown Copyright 2025,

28.3.1 agree that this Contract continues without the Variation; and

28.3.2 refer the Dispute to be resolved using Clause 39 (*Resolving Disputes*).

28.4 The Buyer is not required to accept a Variation request made by the Supplier.

28.5 The Supplier may only reject a Variation requested by the Buyer if the Supplier:

28.5.1 reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Law; or

28.5.2 demonstrates to the Buyer's reasonable satisfaction that the Variation is technically impossible to implement and that neither the Tender nor the Specification state that the Supplier has the required technical capacity or flexibility to implement the Variation.

28.6 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

28.7 If there is a Specific Change in Law or one is likely to happen during this Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Contract and provide evidence:

28.7.1 of how it has affected the Supplier's costs; and

28.7.2 that the Supplier has kept costs as low as possible, including in Subcontractor costs.

28.8 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 28.1 to 28.4.

29. How to communicate about the contract

29.1 All notices under this Contract shall be in writing and be served by e-mail unless it is not practicable to do so. An e-mail is effective at 9:00am on the first Working Day after sending unless an error message is received.

29.2 If it is not practicable for a notice to be served by e-mail in accordance with Clause 29.1, notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the

Award Form, Crown Copyright 2025,

Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.

29.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or e-mail address in the Award Form.

29.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

30. Dealing with claims

30.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.

30.2 At the Indemnifier's cost the Beneficiary must both:

30.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

30.2.2 give the Indemnifier reasonable assistance with the claim if requested.

30.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

30.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

30.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

30.6 Each Beneficiary must use all reasonable endeavours to minimise and mitigate any losses that it suffers because of the Claim.

30.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

30.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; and

30.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

31. Exclusions

Award Form, Crown Copyright 2025,

31.1 During the Contract Period the Supplier shall notify the Buyer as soon as reasonably practicable if:

31.1.1 the Supplier considers that an exclusion ground within the Procurement Act 2023 and any associated regulations applies to the Supplier, including where the Supplier is put on the debarment list or becomes an excluded or excludable supplier by virtue of any associated persons or subcontractors where information relating to such was provided under Section 28 of the Procurement Act 2023; and/or

31.1.2 there are any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023.

31.2 If the Supplier notifies the Buyer in accordance with Clause 31.1.1 then the Supplier must promptly provide any information the Buyer reasonably requests in relation to the notification, including information to support an assessment of whether the circumstances giving rise to the exclusion ground are continuing or likely to occur again.

31.3 If the Supplier notifies the Buyer in accordance with Clause 31.1.2 above then the Supplier must promptly provide any information reasonably requested by the Buyer in relation to the change to the Supplier's associated persons, including any information set out in the Procurement Regulations 2024.

31.4 The Buyer may terminate this Contract if:

31.4.1 the Supplier has failed to provide notification under Clause 31.1.1 as soon as reasonably practicable after the Supplier become aware that an exclusion ground within the Procurement Act 2023 and any associated regulations does or may apply to the Supplier;

31.4.2 the Supplier has failed to provide notification under Clause 31.1.2 as soon as reasonably practicable after the Supplier becoming aware of any changes to the Supplier's associated persons within the meaning of the Procurement Act 2023; and/or

31.4.3 any notification or information provided by the Supplier under Clause 31.1, 31.2 and/or 31.3 is incomplete, inaccurate or misleading,

and the consequences of termination set out in Clause 14.5.1 shall apply.

31.5 Clause 31.4 is without prejudice to the Buyer's rights to terminate the Contract in accordance with Clause 14.4.1(n).

32. Equality, diversity and human rights

Award Form, Crown Copyright 2025,

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

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

32.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

32.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on this Contract.

33. Health and safety

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

33.1.1 all applicable Law regarding health and safety; and

33.1.2 the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

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

34. Environment

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

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

35. Tax

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

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

Award Form, Crown Copyright 2025,

- 35.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
- 35.2.2 other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need.
- 35.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Contract, the Supplier must both:
 - 35.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
 - 35.3.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 35.4 At any time during the Contract Period, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
 - 35.4.1 demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 35.3.1, or why those requirements do not apply; and
 - 35.4.2 assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 35.3.1.
- 35.5 The Buyer may supply any information they receive from the Supplier under Clause 35.4 to HMRC for revenue collection and management and for audit purposes.
- 35.6 The Supplier must inform the Buyer as soon as reasonably practicable if there any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in Section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
- 35.7 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

Award Form, Crown Copyright 2025,

35.7.1 the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 35.3.1, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

35.7.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

35.7.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 35.3.1 or confirms that the Worker is not complying with those requirements; and

35.7.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

36. Conflict of interest

36.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

36.2 The Supplier must promptly notify and provide details to the Buyer if an actual, perceived or potential Conflict of Interest happens or is expected to happen.

36.3 The Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate its Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to Clause 36.4, where the reason for the unresolvable actual or potential Conflict of Interest is in the reasonable opinion of the Buyer

36.3.1 outside of the control of the Supplier, Clauses 14.5.1(b) to 14.5.1(g) shall apply; or

36.3.2 within the control of the Supplier, the whole of Clause 14.5.1 shall apply.

36.4 Where the Supplier has failed to notify the Buyer about an actual or potential Conflict of Interest and the Buyer terminates under Clause 36.3, the whole of Clause 14.5.1 shall apply.

37. Reporting a breach of the contract

Award Form, Crown Copyright 2025,

37.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected:

37.1.1 breach of Law;

37.1.2 Default of Clause 16.1; and

37.1.3 Default of Clauses 31 to 36.

37.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach or Default listed in Clause 37.1 to the Buyer or a Prescribed Person.

38. Further Assurances

Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

39. Resolving disputes

39.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within twenty eight (28) days of a written request from the other Party, meet in good faith to resolve the Dispute by commercial negotiation.

39.2 If the Parties cannot resolve the Dispute via commercial negotiation, they can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 39.4 to 39.6.

39.3 Unless the Buyer refers the Dispute to arbitration using Clause 39.5, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

39.3.1 determine the Dispute;

39.3.2 grant interim remedies; and

39.3.3 grant any other provisional or protective relief.

39.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

39.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under

Award Form, Crown Copyright 2025,

Clause 39.4, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 39.5.

39.6 The Supplier cannot suspend the performance of this Contract during any Dispute.

40. Which law applies

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

Schedule 1 (Definitions)

1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this 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 this Contract, unless the context otherwise requires:
 - 1.3.1 reference to a gender includes the other gender and the neuter;

Award Form, Crown Copyright 2025,

- 1.3.2 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- 1.3.3 a reference to any Law includes a reference to that Law as modified, amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) before or after the date of this Contract and any prior or subsequent legislation under it;
- 1.3.4 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**";
- 1.3.5 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;
- 1.3.6 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 this Contract;
- 1.3.7 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;
- 1.3.8 references to "**Paragraphs**" are, unless otherwise provided, references to the Paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.9 references to a series of Clauses or Paragraphs shall be inclusive of the Clause or Paragraph numbers specified;
- 1.3.10 where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
- 1.3.11 any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time) 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 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union

Award Form, Crown Copyright 2025,

(Withdrawal) Act 2018 as modified by domestic law from time to time;
and

1.3.12 a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time.

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

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional FDE Group Member"	any entity (if any) specified as an Additional FDE Group Member in Part A of Annex 3 of Schedule 24 (<i>Financial Difficulties</i>);
"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;
"Allowable Assumptions"	the assumptions (if any) set out in Annex 2 of Schedule 3 (<i>Charges</i>);
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Associates"	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;
"Audit"	the Buyer's right to: <div><div>(a) verify the integrity and content of any Financial Report;</div><div>(b) verify the accuracy of the Charges and any other amounts payable by the Buyer under</div></div>

	a Contract (including proposed or actual variations to them in accordance with this Contract);
(c)	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;
(d)	verify the Open Book Data;
(e)	verify the Supplier's and each Subcontractor's compliance with the applicable Law;
(f)	identify or investigate actual or suspected breach of Clauses 3 to 37 and/or Schedule 26 (<i>Sustainability</i>), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
(g)	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;
(h)	obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
(i)	review any books of account and the internal contract management accounts kept by the Supplier in connection with this Contract;
(j)	carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;
(k)	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 Buyer has used its resources;
"Auditor"	(a) the Buyer's internal and external auditors;

Award Form, Crown Copyright 2025,

	(l) the Buyer's statutory or regulatory auditors;
	(m) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
	(n) HM Treasury or the Cabinet Office;
	(o) any party formally appointed by the Buyer to carry out audit or similar review functions; and
	(p) successors or assigns of any of the above;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for this Contract, to be executed by the Supplier and the Buyer;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the 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 this Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to this Contract initially identified in the Award Form;
"Buyer Cause"	has the meaning given to it in the Award Form;
"Buyer Equipment"	any hardware, computer or telecoms devices, and equipment that forms part of the Buyer System;
"Buyer Existing IPR"	any and all IPR that are owned by or licensed to the Buyer, and where the Buyer is a Crown Body, any Crown IPR, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise) but excluding Buyer Software
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

"Buyer 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"	<p>the Buyer's information and communications technology system, including any software or Buyer Equipment, owned by the Buyer, or leased or licenced to it by a third party, that:</p> <ul style="list-style-type: none"> (a) is used by the Buyer or the Supplier in connection with this Contract; (q) interfaces with the Supplier System; and/or (r) is necessary for the Buyer to receive the Services;
"Buyer Third Party"	any supplier to the Buyer (other than the Supplier), which is notified to the Supplier from time to time;
"Buyer's Confidential Information"	<ul style="list-style-type: none"> (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 Buyer (including all Buyer Existing IPR and New IPR); (s) 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 Buyer's attention or into the Buyer's possession in connection with this Contract; and <p>information derived from any of the above;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of this Contract which comes into force after the Effective 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 this Contract, as set out in the Award Form, for the full

Award Form, Crown Copyright 2025,

	and proper performance by the Supplier of its obligations under this 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 Schedule 5 (<i>Commercially Sensitive Information</i>) (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, 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;
"Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of 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 direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Supplier Staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the term of this Contract from the earlier of the: (a) Start Date; or (t) the Effective Date, until the End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;

"Contract Year"	a consecutive period of twelve (12) Months commencing on the Effective 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 or the EU GDPR as the context requires;
"Core Terms"	the Buyer's terms and conditions which apply to and comprise one part of this Contract set out in the document called "Core Terms";
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>(a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:</p> <p>base salary paid to the Supplier Staff;</p> <p>employer's National Insurance contributions;</p> <p>pension contributions;</p> <p>car allowances;</p> <p>any other contractual employment benefits;</p> <p>staff training;</p> <p>work place accommodation;</p> <p>work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>reasonable recruitment costs, as agreed with the Buyer;</p> <p>(u) 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</p>

	<p>Supplier in respect of those Supplier Assets;</p> <p>(v) 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>(w) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>(a) Overhead;</p> <p>(b) financing or similar constraints;</p> <p>(c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>(d) taxation;</p> <p>(e) fines and penalties;</p> <p>(f) amounts payable under Schedule 12 (<i>Benchmarking</i>) where such Schedule is used; and</p> <p>(g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<p>"COTS Software" or "Commercial off the shelf Software"</p>	<p>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;</p>
<p>"Critical KPI Failure"</p>	<p>has the meaning given to it in the Award Form;</p>
<p>"Crown Body"</p>	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;</p>

Award Form, Crown Copyright 2025,

"Crown IPR"	any IPR which is owned by or licensed to the Crown, and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"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"	<ul style="list-style-type: none"> (a) the UK GDPR; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy; and (d) (to the extent that it applies) the EU GDPR;
"Data Protection Liability Cap"	has the meaning given to it in the Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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 this Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of this 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

Award Form, Crown Copyright 2025,

	relation to the subject-matter of this Contract and in respect of which the Supplier is liable to the Buyer;
"Defect"	<p>any of the following:</p> <ul style="list-style-type: none"> (a) any error, damage or defect in the manufacturing of a Deliverable; or (x) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (y) 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; or (z) 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;
"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, Services or software that may be ordered and/or developed under this Contract including the Documentation;
"Delivery"	<p>delivery of the relevant Deliverable or Milestone in accordance with the terms of this Contract as confirmed and accepted by the Buyer by the either</p> <p>(a) confirmation in writing to the Supplier; or (b) where Schedule 8 (<i>Implementation Plan and Testing</i>) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;</p>

"Dependent Parent Undertaking"	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 this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this 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);
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 19 (<i>What you must keep confidential</i>);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with this Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of this 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 39 (<i>Resolving disputes</i>);
"Documentation"	<p>descriptions of the Services and Key Performance Indicators, 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 this Contract as:</p> <p>(a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run,</p>

Award Form, Crown Copyright 2025,

	maintain, upgrade and test the individual systems that provide the Deliverables
	(b) is required by the Supplier in order to provide the Deliverables; and/or
	(c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Effective Date;
"Effective Date"	the date on which the final Party has signed this Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice Standard"	<p>in relation to an electronic invoice means a form that:</p> <p>(a) complies with the standard for electronic invoicing approved and issued by the British Standards Institution in the document numbered BS EN 16931-1:2017 (Electronic invoicing - Part 1: Semantic data model of the core elements of an electronic invoice); and</p> <p>(b) uses a syntax which is listed as a syntax that complies with that standard in the document numbered PD CEN/TS 16931-2:2017 (Electronic invoicing - Part 2: List of syntaxes that comply with EN 16931-1) approved and issued by the British Standards Institution;</p>
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
"End Date"	the earlier of:

Award Form, Crown Copyright 2025,

	<p>(a) the Expiry Date as extended by the Buyer under Clause 14.2; or</p> <p>(b) if this Contract is terminated before the date specified in (a) above, the date of termination of this Contract;</p>
"End User"	a party that is accessing the Deliverables provided pursuant to this Contract (including the Buyer where it is accessing services on its own account as a user);
"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;
"Escalation Meeting"	a meeting between the Supplier Authorised Representative and the Buyer Authorised Representative to address issues that have arisen during the Rectification Plan Process;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	<p>for the purposes of calculating each Party's annual liability under Clause 15.1 means:</p> <p>(a) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>(b) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>(c) after the end of this Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"EU GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free

Award Form, Crown Copyright 2025,

	movement of such data (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of this Contract (whether prior to the Start Date or otherwise);
"Exit Plan"	has the meaning given to it in Paragraph 4.1 of Schedule 30 (<i>Exit Management</i>);
"Expiry Date"	the date of the end of this Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended, specified in the Award Form;
"FDE Group"	the Supplier and any Additional FDE Group Member;
"Financial Distress Event"	<p>the occurrence of one or more the following events:</p> <ul style="list-style-type: none"> (a) the credit rating of any FDE Group entity drops below the applicable Credit Rating Threshold of the relevant Rating Agency; (b) any FDE Group entity issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of any FDE Group entity; (d) any FDE Group entity commits a material breach of covenant to its lenders; (e) a Key Subcontractor notifies the Buyer that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than nine (9) months after its accounting reference date without an explanation to the Buyer which the Buyer

Award Form, Crown Copyright 2025,

	(acting reasonably) considers to be adequate;
(g)	any FDE Group entity is late to file its annual accounts without a public notification or an explanation to the Buyer which the Buyer (acting reasonably) considers to be adequate;
(h)	the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including in a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
(aa)	any of the following: <div style="margin-left: 40px;">any FDE Group entity makes a public announcement which contains commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;</div> <div style="margin-left: 40px;">commencement of any litigation against any FDE Group entity with respect to financial indebtedness greater than £50m or obligations under a service contract with a total contract value greater than £100m;</div>
	material non-payment by any FDE Group entity of any financial indebtedness; or
	an external auditor of any FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE Group entity,
(bb)	in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with this Contract; or
(cc)	any of the Financial Indicators set out in Part C of Annex 2 of Schedule 24 (<i>Financial Difficulties</i>) for any of the FDE

	Group entities failing to meet the required Financial Target Threshold;
"Financial Report"	<p>a report provided by the Supplier to the Buyer that:</p> <ul style="list-style-type: none">(a) to the extent permitted by Law, provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;(b) to the extent permitted by Law, provides detail 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 Effective Date for the purposes of this Contract; and(d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Transparency Objectives"	<ul style="list-style-type: none">(a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier Profit Margin so that it can understand any payment sought by the Supplier;(b) the Parties being able to understand Cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;(c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how these could be mitigated and/or reflected in the Charges;(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;(e) the Parties challenging each other with ideas for efficiency and improvements; and(f) enabling the Buyer to demonstrate that it is achieving value for money for the tax payer relative to current market prices;

"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none">(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;(c) acts of a Crown Body, local government or regulatory bodies;(d) fire, flood or any disaster; or(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:<ul style="list-style-type: none">any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; andany failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"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;

"General Anti-Abuse Rule"	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Schedule 2 (<i>Specification</i>) and in relation to a Contract;
"Good Industry Practice"	at any time the 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 at such time 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 Welsh Government), 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"	<p>any:</p> <p>(a) 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;</p> <p>(b) Personal Data for which the Buyer is a, or the, Controller; or</p> <p>(c) any meta-data relating to categories of data referred to in (a) or (b),</p> <p>that:</p> <p>is supplied to the Supplier by or on behalf of the Buyer; or</p>

	that the Supplier is required to generate, Process, Handle, store or transmit under this Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (<i>Guarantee</i>) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Handle"	any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
"HMRC"	His Majesty's Revenue and Customs;
"ICT Environment"	the Buyer System and the Supplier System;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form (if used), which is in force as at the Effective 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 Buyer 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 this 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

Award Form, Crown Copyright 2025,

	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
	(dd) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (<i>Implementation Plan and Testing</i>) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to this Contract specified in the Award Form;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Indexation"	the adjustment of an amount or sum in accordance with this Contract;
"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 this Contract specified in the Award Form;
"Insolvency Event"	with respect to any person, means: <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (being a company or an LLP) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or

	(being a partnership) is deemed unable to pay its debts within the meaning of Section 222 of the Insolvency Act 1986;
(ee)	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, an 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;
(ff)	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;
(gg)	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 fourteen (14) days;
(hh)	that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
(ii)	where that person is a company, an LLP or a partnership: a petition is presented (which is not dismissed within fourteen (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>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>(being a company or an 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>(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>(jj) 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"	<p>all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with this Contract;</p>
"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>(kk) 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>(ll) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"IP Completion Day"	<p>has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;</p>

"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR (excluding COTS Software where Part B of Schedule 6 (<i>Intellectual Property Rights</i>) is used), used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under this Contract;
"IR35"	means Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Control"	where two (2) or more Controllers jointly determine the purposes and means of Processing;
"Joint Controllers"	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
"Key Performance Indicators"	any key performance indicators applicable to the provision of the Deliverables under this Contract (as specified in the Annex to Part A of Schedule 10 (<i>Performance Levels</i>));
"Key Staff"	the persons who the Supplier shall appoint to fill key roles in connection with the Services as listed in Annex 1 of Schedule 29 (<i>Key Supplier Staff</i>);
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	any Subcontractor: <ul style="list-style-type: none"> (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with this Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the

Award Form, Crown Copyright 2025,

	<p>aggregate Charges forecast to be payable under this Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the Effective Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Law Enforcement Processing"	processing under Part 3 of the DPA 2018;
"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;
"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;
"Material Default"	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied)
"Marketing Contact"	shall be the person identified in the Award Form;

Award Form, Crown Copyright 2025,

"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 this Contract and updates and amendments of these items including database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under this Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR</p>
"New IPR Item"	a deliverable, document, product or other item within which New IPR subsists;
"Notifiable Default"	<p>(a) the Supplier commits a Material Default; and/or</p> <p>(b) the performance of the Supplier is likely to cause or causes a Critical KPI Failure;</p>
"Object Code"	software and/or data in machine-readable complied object code form;
"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 this Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement</p>

	costs) and the unit cost and total actual costs of all Deliverables;
(b)	<p>operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <p>the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</p> <p>manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>Reimbursable Expenses, if allowed under the Award Form;</p>
(mm)	Overheads;
(nn)	all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
(oo)	the Supplier Profit achieved over the Contract Period and on an annual basis;
(pp)	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;
(qq)	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
(rr)	the actual Costs profile for each Service Period;
"Open Licence"	<p>any material that is published for use, with rights to access, copy, modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open</p>

	Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , and includes the Open Source publication of Software;
"Open Source"	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Open Licence Publication Material"	items created pursuant to this Contract which the Buyer may wish to publish as Open Licence which are supplied in a format suitable for publication under Open Licence;
"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";
"Parent Undertaking"	has the meaning set out in Section 1162 of the Companies Act 2006;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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 or the EU GDPR as the context requires, and "Process" shall be construed accordingly;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"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 this Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Protective Measures"	technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation including 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 Schedule 16 (<i>Security</i>) (if used) and Schedule 20 (<i>Processing Data</i>);
"Provisional Supplier Staff List"	has the meaning given in Schedule 7 (<i>Staff Transfer</i>);
"Public Sector Body "	a formally established organisation that is (at least in part) publicly funded to deliver a public or government service;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;

Award Form, Crown Copyright 2025,

"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (<i>Rectification Plan</i>) which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Notifiable Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Notifiable Default; and (c) the steps which the Supplier proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 11 (<i>Rectifying issues</i>);
"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> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"Relevant 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 14.6.1 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,

Award Form, Crown Copyright 2025,

	whether those goods are provided by the Buyer internally and/or by any third party;
"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 this Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Action"	the action the Buyer will take and what Deliverables it will control during the Step-In Process;
"Required Insurances"	the insurances required by Schedule 22 (<i>Insurance Requirements</i>);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (<i>Implementation Plan and Testing</i>) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to this Contract which contains important information specific to each aspect of buying and selling;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (<i>Security</i>) (if applicable);
"Security Requirements"	the security requirements in the Award Form including Schedule 16 (<i>Security</i>) (if used);
"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 Credits"	any service credits specified in the Annex to Part A of Schedule 10 (<i>Performance Levels</i>) being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Performance Levels;
"Service Period"	has the meaning given to it in the Award Form;

"Services"	services made available by the Supplier as specified in Schedule 2 (<i>Specification</i>) and in relation to a Contract;
"Sites"	<p>any premises (including the Buyer Premises, the Supplier's premises or third party premises):</p> <p>(a) from, to or at which:</p> <p style="padding-left: 40px;">the Deliverables are (or are to be) provided; or</p> <p style="padding-left: 40px;">the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</p> <p>(ss) where:</p> <p style="padding-left: 40px;">any Supplier Equipment or any part of the Supplier System is located;</p> <p style="padding-left: 40px;">any physical interface with the Buyer System takes place;</p>
"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;
"Social Value"	the additional social benefits that can be achieved in the delivery of this Contract set out in Schedule 2 (<i>Specification</i>) and Schedule 10 (<i>Performance Levels</i>);
"Social Value KPIs"	the Social Value priorities set out in Schedule 2 (<i>Specification</i>) and Schedule 10 (<i>Performance Levels</i>);
"Software"	any software including Specially Written Software, COTS Software and software that is not COTS Software;
"Software Supporting Materials"	has the meaning given to it in Schedule 6 (<i>Intellectual Property Rights</i>);
"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

Award Form, Crown Copyright 2025,

	use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional terms and conditions set out in the Award Form incorporated into this Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor 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;
"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 Effective Date;
"Specification"	the specification set out in Schedule 2 (<i>Specification</i>);
"Standards"	any: <ul style="list-style-type: none"> (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; (b) standards detailed in the specification in Schedule 2 (<i>Specification</i>); (c) standards agreed between the Parties from time to time; (d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Step-In Process"	the process set out in Clause 13 (<i>Step-in rights</i>);

"Step-In Trigger Event"

the occurrence of any of the following:

- (a) the Supplier's level of performance constituting a Critical KPI Failure;
- (b) the Supplier committing a Material Default which is irremediable;
- (c) where a right of termination is expressly reserved in this Contract;
- (d) an Insolvency Event occurring in respect of the Supplier or any Guarantor;
- (e) a Default by the Supplier that is materially preventing or materially delaying the provision of the Deliverables or any material part of them;
- (f) the Buyer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this agreement;
- (g) the Buyer being advised by a regulatory body that the exercise by the Buyer of its rights under Clause 13 is necessary;
- (h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or
- (i) a need by the Buyer to take action to discharge a statutory duty;

"Step-Out Plan"

the Supplier's plan that sets out how the Supplier will resume the provision of the Deliverables and perform all its obligations under this Contract following the completion of the Step-In Process;

"Sub-Contract"

any contract or agreement (or proposed contract or agreement), other than this 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);

Award Form, Crown Copyright 2025,

"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 the Processor related to this Contract;
"Subsidiary Undertaking"	has the meaning set out in Section 1162 of the Companies Act 2006;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Existing IPR"	any and all IPR that are owned by or licensed to the Supplier and which are or have been developed independently of this Contract (whether prior to the Effective Date or otherwise);
"Supplier Existing IPR Licence"	a licence to be offered by the Supplier to the Supplier Existing IPR as set out in Schedule 6 (<i>Intellectual Property Rights</i>);
"Supplier Group"	the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"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 Key Performance Indicators; and/or

Award Form, Crown Copyright 2025,

	(c) comply with an obligation under this 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 this 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"	any individual engaged, directly or indirectly, or employed by the Supplier or any Subcontractor, in the management or performance of the Supplier's obligations under this Contract;
"Supplier System"	the information and communications technology system used by the Supplier or any Subcontractor 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);
"Supplier's Confidential Information"	<p>(a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>(tt) 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 this Contract; and</p> <p>(uu) information derived from any of (d) and (e) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of this Contract and any alternative person whom the Supplier intends to appoint to the role, provided that

Award Form, Crown Copyright 2025,

	the Supplier informs the Buyer prior to the appointment;
"Supply Chain Intermediary"	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform, services for the Buyer;
"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 this Contract detailed in the information are properly payable;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (<i>Tender</i>);
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of Schedule 30 (<i>Exit Management</i>);
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of Schedule 30 (<i>Exit Management</i>);
"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 this Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> (a) for the Testing of the Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones;

"Tests and Testing"	any tests required to be carried out pursuant to this Contract as set out in the Test Plan or elsewhere in this Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Third Party IPR Licence"	a licence to the Third Party IPR as set out in Schedule 6 (<i>Intellectual Property Rights</i>);
"Transparency Information"	<div><div>(a)</div><div>any information permitted or required to be published by the Procurement Act 2023, any regulations published under it, and any Procurement Policy Notes, subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023 which shall be determined by the Buyer taking into account Schedule 5 (<i>Commercially Sensitive Information</i>);</div><div>(b)</div><div>any information about this Contract, including the content of this Contract requested and required to be disclosed under FOIA or the EIRs, and any changes to this Contract agreed from time to time, subject to any relevant exemptions, which shall be determined by the Buyer taking into account Schedule 5 (<i>Commercially Sensitive Information</i>);</div><div>(c)</div><div>any information which is published in accordance with guidance issued by His Majesty's Government, from time to time; and</div><div>(vv)</div><div>any of the information that the Buyer is permitted or required to publish by the Procurement Act 2023, any regulations published under it and any Procurement Policy Notes, relating to the performance of the Supplier against any KPI and any information contained in any Performance Monitoring Reports (as that term is defined in Schedule 10 (<i>Performance Levels</i>)), subject to any exemptions set out in Sections 94 and 99 of the Procurement Act 2023, or under the provisions of FOIA, which shall be determined by the Buyer taking into account Commercially Sensitive</div></div>

Award Form, Crown Copyright 2025,

	Information listed in Schedule 5 (<i>Commercially Sensitive Information</i>) (if any);
"UK GDPR"	has the meaning as set out in Section 3(10) of the DPA 2018, supplemented by Section 205(4) of the DPA 2018;
"US Data Privacy Framework"	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
"Variation"	a variation to this Contract;
"Variation Form"	the form set out in Schedule 21 (<i>Variation Form</i>);
"Variation Procedure"	the procedure set out in Clause 28 (<i>Changing the contract</i>);
"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;
"Verification Period"	has the meaning given to it in the table in Annex 2 of Schedule 3 (<i>Charges</i>);
"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;
"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;
"Worker"	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.

Award Form, Crown Copyright 2025,

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

The Buyer's social value priorities

These are the Buyer's priorities in this procurement:

- **MAC2.2: Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors**
- **MAC 3.5: Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.**

SPECIFICATION

Service Overview

The Supplier shall deliver comprehensive managed services for the DVSA's ServiceNow platform, encompassing administration, support, and development activities.

Service Management

Defined process of what is included in the Managed Service Support, includes but is not limited to:

- Incident Management: Timely resolution of incidents, within agreed SLA, to ensure minimal disruption to services. Including alignment to DVSA Incident Management process and robust quality checks by supplier.
- Hardware and Software Asset Management: supporting the platform to ensure implementation of changes to the ServiceNow environment to minimize risk and ensure stability
- Problem Management: Proactive identification and resolution of underlying problems to prevent recurrence of incidents. Including alignment to DVSA Problem Management processes and robust quality checks by supplier.
- Change Management: Controlled implementation of changes to the ServiceNow environment to minimize risk and ensure stability.
- Service Request Management: Efficient handling of service requests from users, within agreed SLA. Including alignment to DVSA Incident Management process and robust quality checks by supplier.

Award Form, Crown Copyright 2025,

- Review the current platform and be able to advise on functionality that would be beneficial for the Agency, especially in areas where it is overly customised. Providing guidance on what is the best practice to take it back to as close to out of the box and to create and meet monthly with the ITSM team to work on a roadmap.
- Have a defined structured procedure for handling family upgrades, advising of what is available with the upgrade and what is beneficial to our estate. Detailing which implementations would be BAU/Chargeable
- Have a defined escalation process for issues e.g. service issues, and ticketing matters
- Have a defined process of when a change to the platform is classed as a BAU, Enhancement or a Project
- Have a defined process for monitoring the data feeding into the ITSM platform, highlighting any failures to the import
- Have a defined process on how to handle stale data in User Records, where records have not been updated from the import
- Have a defined process to assist with Virtual Agent to ensure that it meets the end users needs/requirements, whilst taking it back to as close to out of the box
- Have a defined process for building request catalogue items to keep as close to out of the box, building in standardisation
- Assist with reviewing the User Portal/Request Catalogue, to identify best practice, so that it is user friendly for the end users
- Have a defined process to ensure that all fields, including variables within the Requested Items where possible are reportable
- Have a defined process for aligning users to groups/roles following best practice
- Have a defined process for Leavers ensuring users are removed from all areas/roles of the platform
- Have a defined process for Assignment Groups to align to Types/Service to aid reporting
- Have a defined process to ensure that all Approval Groups and Assignment Groups have a Description, a Manager and contain more than 1 member and no ex-employees/ex-contractors. Provision of reporting to enable monitoring.

Award Form, Crown Copyright 2025,

- Have a defined process for managing Clones and any impact from ongoing work, including preserves and exclusions and with supporting documentation, at a period to be defined
- Have a defined process and holding place to capture all changes to the platform
- Provide support and guidance on the Software Asset functionality and how we can drive optimization, whilst ensuring we are software compliant.
- Provide support and guidance on the Hardware Asset functionality, to drive optimisation and is as close to out of the box as possible.
- Provide support and guidance on the CMDB, to drive optimisation.
- Provide support and guidance on the Security Operations functionality, to drive optimisation and is as close to out of the box as possible.
- Have a defined disaster recovery plan, including recovery timescales, detailing how you would ensure business continuity in case of a major incident
- Have a defined process so all our SLA\OLA are standardised and built to best practice.
- Provide support in ensuring all our Requested Items/Order Guides have overall fulfilment SLA aligned
- Provide managed service of integrations, collaborating with DVSA and 3rd parties
- Provide a defined process on implementing ServiceNow Impact findings.

DEVELOPMENT SERVICES

The Supplier must:

- Provide custom Application Development: Building applications on the ServiceNow platform to meet specific business requirements. This includes designing, coding, testing, and deploying.
- Improve the user interface and experience by developing user-friendly and accessible applications, including self-service portals and mobile-friendly solution
- Adhere to best practice and maintain as close to out-of-the-box functionality as possible
- Adhere to the governance framework established by DVSA, ensuring alignment with enterprise architecture principles and best practice

Award Form, Crown Copyright 2025,

- Integration Services: Developing and maintaining integrations between ServiceNow and other systems.
- Optional Services: Statements of work: The charging mechanisms for the overall requirement will be kept under review and specific to each SoW. This is to ensure the most appropriate option is being used for the work, based on the desired outputs, complexity and the requirements that can be articulated in advance. Potential charging mechanisms may include, but are not limited to:
 - Fixed Price
 - Time and Materials
 - The Authority reserves the right to challenge the costs proposed for individual SoWs to ensure the grade blend and volume of days is appropriate.
 - Workflow Automation: Automating business processes to improve efficiency and reduce manual effort. Ensuring new and existing Workflows and Flows do not impact non-associated areas of the instance.
 -

Key integrations DVSA currently have are:

- ACC Client Discovery
- Service Graph Connector for Microsoft Azure
- Service Graph Connector for Intune
- Happy Signals
- Bomgar
- TSS Dynamics CRM
- Intune
- 8X8
- Azure key vault
- Microsoft Azure Sentinel
- NIST Library integration
- CWE Comprehensive 2000 Integration
- Microsoft Security Response Center Solution Integration

Award Form, Crown Copyright 2025,

- Microsoft TVM Machine Vulnerabilities Integration (Delta Import)
- Microsoft TVM Machine Vulnerabilities Integration (Full Import)
- Microsoft TVM Vulnerability(CVE) Integration
- Azure AD single sign - on

COMPATIBILITY ASSESSMENT

The Supplier must carry out a compatibility assessment and develop an implementation road map.

If new incompatible dependencies arise throughout the course of the contract, the parties may agree a contract modification where appropriate.

SUPPORT SERVICES

The Supplier must provide:

- Technical Support: Providing technical assistance to users and resolving system issues. Including a dedicated technical account manager.
- User Training: Offering training sessions and materials to end-users to enhance their understanding and usage of ServiceNow.
- System Upgrades and Maintenance: Managing platform upgrades, patches, hotfixes and performing regular maintenance and Application updates to ensure optimal performance including monthly health checks to ensure system optimisation.
- Management of ServiceNow Comms. Proactive management of ServiceNow Comms, acknowledging their receipt and proactively investigating relevant, platform impacting issues.
- A 24/7, 365 response is expected for P1 & P2 incidents, whilst a response between 08:00 to 18:00 Monday to Friday (excluding bank holidays) is expected for P3 & P4 incidents

SERVICE LEVEL AGREEMENTS (SLAs)

Response Times: The Supplier shall respond to incidents and requests within the following timeframes:

- P1 - Critical: 15 minutes
- P2 - High: 1 hour
- P3 - Medium: 4 hours

Award Form, Crown Copyright 2025,

- P4 - Low: 1 business day

Resolution Times: Incidents and requests shall be resolved within the following timeframes:

- P1 - Critical: 4 hours
- P2 - High: 8 hours
- P3 - Medium: 1 business day
- P4 - Low: 2 business days

PERFORMANCE METRICS

The Supplier must provide:

- Incident Resolution Time: Measure the average time taken to resolve incidents.
- Change Success Rate: Calculate the percentage of changes implemented without causing incidents.
- User Satisfaction Score: Gather feedback from users to assess their satisfaction with the service.

TRANSITION

Service and Process Design

The Supplier shall work with DVSA Service Management and DVSA Transition to define end to end processes and produce a service design document.

The Supplier shall ensure necessary transition and service design experts are provided during this period.

These processes will be documented by the Supplier and agreed by both parties no later than 1 month from the commencement of the contract.

The Supplier will work with the Authority to produce the necessary knowledge articles for the relevant teams who will be consuming this service e.g. IT Dispatch Centre and 2nd line support.

The end responsibility for the production of these documents lies with the Supplier.

These processes and knowledge articles will be subject to continuous improvement and reviewed at the Quarterly Contract Reviews.

Award Form, Crown Copyright 2025,

ACCESS

Where the Supplier requires access to DVSA systems as agreed by the DVSA it shall be the Supplier responsibility to ensure the relevant accounts and permissions are set up, escalating within the Authority if these are not actioned in a timely manner.

Where the DVSA requires access to Supplier systems it shall be the Supplier responsibility to ensure the relevant account and permission are set up.

All relevant access must be fully in place no later than 1 month from the commencement of the contract.

The Supplier must notify DVSA of any leavers and any movers that no longer need access to DVSA systems in a timely manner so access can be removed at the end of their last working day on DVSA activities. Regular audits should be carried out by the supplier of access permissions and DVSA is able to do the same.

SECURITY AND COMPLIANCE FOR THE SERVICES

The Supplier will demonstrate an adequate level of vetting appropriate to the roles undertaken. Where privileged access is required for the Services, staff will need to be Security Check (SC) Cleared. Privileged access must only be granted where it is necessary for them to carry out their duties for the required amount of time only. When staff no longer need elevated access or leave the organisation, their access rights shall be revoked as soon as practicably possible, but in any case, within one working day. Supplier staff who require SC must not have privileged access before the SC is granted.

The Supplier must support security assurance activities relating to Deliverables, including compliance with recommendations to remediate any identified risks. Risks must be documented and managed in line with the risk appetite of DVSA. The risk appetite statement and information around management of risks shall be provided on contract award.

The Supplier must support and cooperate DVSA with any IT health checks conducted on the Deliverable. ITHCs may be carried out at least annually. This will include assisting with any remediation action plan, agreed timescales for remediation and updating DVSA on remediation activities.

Where the Supplier develops or configures any software to support delivery of this contract, they must ensure that their development practices include security throughout the system development lifecycle aligned to NCSC security design principles.

DVSA data, information assets or data related to the delivery of this contract must not be used in testing without explicit consent of DVSA.

Award Form, Crown Copyright 2025,

Where the Supplier, as part of the Services they are providing, is carrying out patching for DVSA or patching supporting DVSA activities or services, they must maintain a patch management policy detailing at a minimum, the timeframes to apply security patches, and rollback plans in the event of patch failure. This must be supplied to DVSA for review within 20 working days of the contract award. Patches must be test on non-production environment prior to deployment on live and DVSA must be informed of any expected downtime at least 24 hours in advance of patching.

SERVICE REVIEWS

The Supplier shall work with the Authority to ensure adequate service reviews mechanisms are put in place. This will require the Supplier to assign a dedicated account manager who will be required to attend DVSA sites periodically.

The Supplier shall conduct monthly service review meetings with the DVSA's designated representatives.

Provide a detailed performance report at least 3 business days prior to the review meeting.

The report shall include:

- SLA Compliance: Measurement against agreed Service Level Agreements.
- Incident and Request Metrics: Number of incidents and requests, their categories, and resolution times.
- Change Management: Summary of changes implemented, including success rate and any incidents caused by changes.
- Problem Management: Summary of Problem Records/PTASKS opened against the platform
- User Feedback: Summary of user satisfaction scores and feedback received.
- Risk Management: Update on identified risks, mitigation actions taken, and any new risks.
- Any issues with any of the data imports into Service Now.
- Any issues with data storage capacity (Database footprint reporting)
- Licence/Subscription consumption
- Platform Health: Including patch/clone schedule, upgrade schedule, instance compliance

Discuss opportunities for improvement in service delivery, including:

Award Form, Crown Copyright 2025,

- **Process Enhancements:** Recommendations for process changes to improve efficiency and effectiveness.
- **Training Needs:** Identification of any additional training requirements for users or support staff.
- **Technology Updates:** Information on new ServiceNow features or updates that could benefit the DVSA.
- **Document and track action items** arising from the service review meetings, ensuring they are addressed in a timely manner.
- **Provide a forum** for escalating and addressing any issues or concerns with the service delivery.

Deliverables:

- A comprehensive report detailing the metrics and information outlined above.
- A log of action items with assigned responsibilities and target completion dates.
- A spend summary for that month.

CONTRACT MANAGEMENT

The Contract Management Board shall include senior representatives from both the DVSA and the service provider, including:

- **DVSA Representatives:** Contract Manager, IT Director, and other key stakeholders.
- **Service Provider Representatives:** Account Manager, Service Delivery Manager, and other relevant personnel.

The Board shall meet on a monthly basis, after the service review.

The agenda for each meeting shall include, but not be limited to:

- **Contract Performance:** Review of overall contract performance, including SLA compliance and key metrics.
- **Financial Review:** Analysis of financial performance, including cost management and value realization.
- **Risk Management:** Discussion of key risks and mitigation strategies.
- **Strategic Initiatives:** Identification and planning of strategic initiatives and improvements.
- **Dispute Resolution:** Addressing any disputes or issues that have arisen.

Award Form, Crown Copyright 2025,

- Future Planning: Discussion of future plans, including potential changes in scope or direction.
- Minutes of the meetings shall be documented, and action items tracked to completion.
- The Board shall have the authority to make decisions related to the contract, including approval of changes and resolution of disputes.

Deliverables:

A comprehensive report summarising the performance of the service provider against the contract.

A log of action items with assigned responsibilities and target completion dates.

A record of decisions made by the Board.

the total spend under the contract in the previous three 3 months to which the report relates, including the total spend of the previous three months broken down by each category of Good and Service

VENDOR QUALIFICATIONS

Experience: The vendor must have a minimum of 5 years of experience of providing managed services for the ServiceNow platform.

Certifications: Personnel working on and developing the platform must hold relevant ServiceNow certifications. Inhouse in depth accreditation in ITSM pro, SecOps, SAM, HAM, CMDB, ITSM and ITOM

References: Provide at least three client references from similar engagements.

MANDATORY CRITERIA

- Ability to provide a Managed Service with 24/7 capability
- Supplier personnel who access DVSA systems must be located in the UK
- Elite ServiceNow partner status or above
- A company size with the maturity of 50+ people

Technical Capability

ServiceNow Expertise: The Supplier must demonstrate extensive knowledge and experience in managing and developing on the ServiceNow platform.

Certifications: The Supplier team must include individuals with relevant ServiceNow certifications, such as Certified System Administrator, Certified Application Developer, and Certified Implementation Specialist.

Award Form, Crown Copyright 2025,

SERVICE DELIVERY

Methodology: The Supplier must describe their service delivery methodology, including how they manage incidents, problems, changes, and service requests.

Resource Allocation: The Supplier must provide a clear plan for resource allocation, including the roles and responsibilities of the team members assigned to the DVSA account.

PERFORMANCE MANAGEMENT

SLAs: The Supplier must agree to the SLAs defined in the contract and provide a plan for monitoring and reporting performance against these SLAs.

Continuous Improvement: The Supplier must demonstrate a commitment to continuous improvement, including a process for identifying and implementing service improvements.

RISK MANAGEMENT

Risk Strategy: The Supplier must have a risk management strategy that includes risk identification, analysis, mitigation, and monitoring.

GOVERNANCE

The Supplier must set-out their approach to contract governance, including the management of the Contract Management Board meetings.

Schedule 3 (Charges)

1. Definitions

1.1 NOT USED.

2. How Charges are calculated

2.1 The Charges:

2.1.1 shall be calculated in accordance with the terms of this Schedule;

Award Form, Crown Copyright 2025,

- 2.1.2 cannot be increased except as specifically permitted by this Schedule and in particular shall only be subject to Indexation where specifically stated in the Award Form; and
- 2.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

3. The pricing mechanisms

The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in this Contract.

4. Are costs and expenses included in the Charges

- 4.1 The Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:
 - 4.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or
 - 4.1.2 costs incurred prior to the commencement of this Contract.

5. When the Supplier can ask to change the Charges

- 5.1 The Charges will be fixed for the first two years following the Start Date (the date of expiry of such period is a "**Review Date**"). After this Charges can only be adjusted on each following yearly anniversary based on CPI (the date of each such anniversary is also a "**Review Date**").
- 5.2 The Supplier shall give the Buyer at least three (3) Months' notice in writing prior to a Review Date where it wants to request an increase. If the Supplier does not give notice in time then it will only be able to request an increase prior to the next Review Date.
- 5.3 Any notice requesting an increase shall include:
 - 5.3.1 a list of the Charges to be reviewed;
 - 5.3.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - (b) details of the movement in the different identified cost components of the relevant Charge;
 - (c) reasons for the movement in the different identified cost components of the relevant Charge;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and

Award Form, Crown Copyright 2025,

- (e) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Effective Date.

5.4 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.

5.5 NOT USED.

5.6 Where the Buyer approves an increase then it will be implemented from the first (1st) Working Day following the relevant Review Date or such later date as the Buyer may determine at its sole discretion and the Annex shall be updated accordingly.

6. Other events that allow the Supplier to change the Charges

6.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

- 6.1.1 a Specific Change in Law in accordance with Clauses 28.7 to 28.8;
- 6.1.2 a benchmarking review in accordance with Schedule 12 (*Benchmarking*);
- 6.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges;
- 6.1.4 indexation, where Annex 1 states that a particular Charge or any component is "subject to Indexation" in which event Paragraph 7 below shall apply; and
- 6.1.5 verification of the Allowable Assumptions in accordance with Paragraph 9.

7.

7.1 Where the Charges are stated to be "subject to Indexation" they shall be adjusted in line with changes in the Consumer Price Index (CPI) (the "**Index**") pursuant to Paragraph 7.4. All other costs, expenses, fees and charges shall not be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier.

7.2 The following costs, expenses, fees or charges included in the Charges shall not be subject to adjustment under this Paragraph 7 and shall not be included in the relevant amount or sum for the purposes of Paragraph 7.1:

- 7.2.1 Any costs charged by the Supplier to the Buyer in respect of Supplier Assets or Buyer Assets (including capital costs and installation, maintenance and support costs) which are incurred by the Supplier prior to the relevant adjustment date but which remain to be recovered through the Charges.

7.3 Charges shall not be indexed during the first two years following the Start Date (the "**Non-Indexation Period**").

Award Form, Crown Copyright 2025,

7.4 Where Annex 1 states a Charge is subject to Indexation then it will be indexed on the date which is one year after the end of the Non-Indexation Period to reflect the percentage change in the Index during the one year period immediately following the end of the Non-Indexation Period. Subsequent adjustments shall take place on each following yearly anniversary to reflect the percentage change in the Index since the previous change.

7.5 Where the Index:

7.5.1 used to carry out an indexation calculation is updated (for example due to it being provisional) then the indexation calculation shall also be updated unless the Buyer and the Supplier agree otherwise; or

7.5.2 is no longer published, the Buyer and the Supplier shall agree an appropriate replacement index which shall cover to the maximum extent possible the same economic activities as the original index.

8.

8.1 Not applicable.

9. Not used.

Annex – Rates and Prices

Award Form, Crown Copyright 2025,

The pricing consists of a single Implementation charge for onboarding, knowledge transfer and take-on of ServiceNow Managed Services and a fixed Monthly Price for delivery of those services.

All figures exclude VAT.

Service	Price

The following SFIA Rate Card will be used to calculate the price for delivery of enhancements and projects.

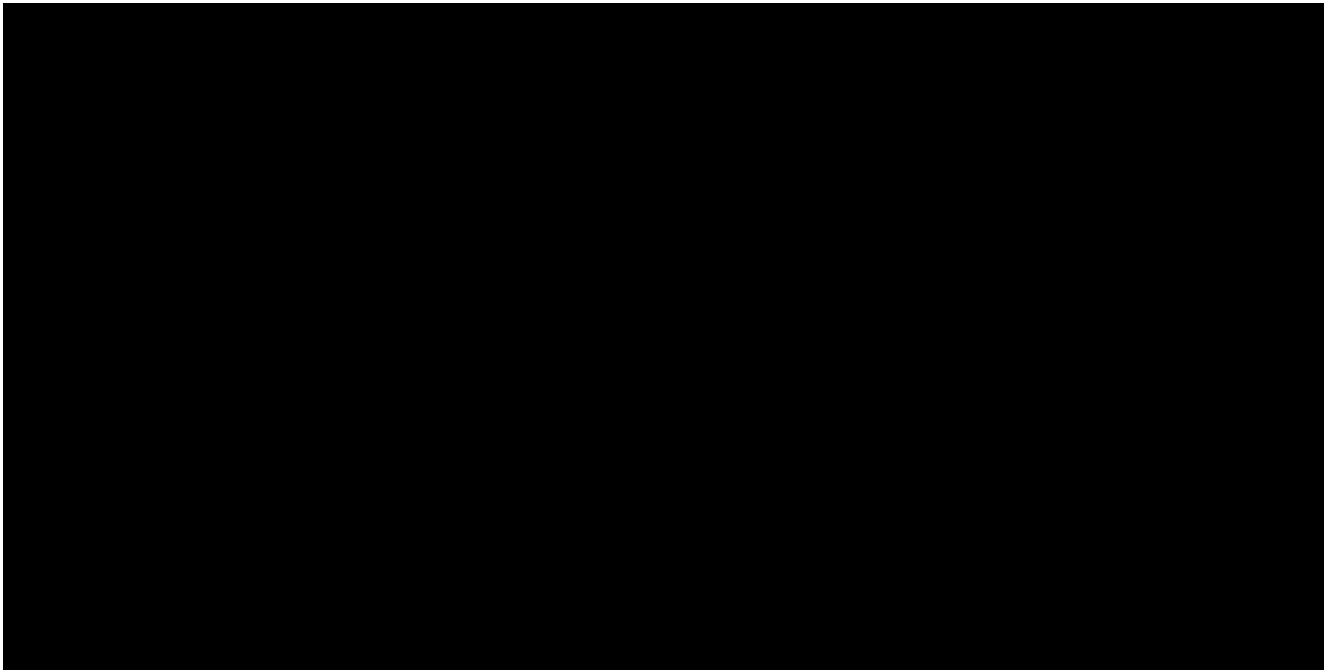
Both the Managed Service Monthly Price and SFIA rate card is fixed for the first two years of the contract and will be subject to an agreed indexation mechanism (CPI) thereafter.

Award Form, Crown Copyright 2025,

Activity	Role Level 3 - Day Rate	Role Level 4 - Day Rate	Role Level 5 - Day Rate	Role Level 6 - Day Rate
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Award Form, Crown Copyright 2025,

Schedule 4 (Tender)



Schedule 5 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA, the EIRs or under any PPN as well as any information that would be considered sensitive commercial information under Section 94 of the Procurement Act 2023.
- 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 Award Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Buyer's obligation to disclose information in accordance with the FOIA, the EIRs, any PPN, the Procurement Act 2023 and any regulations published under it, or Clause 20 (*When you can share information*), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA , the EIRs, any PPN or Section 94 of the Procurement Act 2023 and any regulations published under it, to the following information:

No.	Date	Item(s)	Duration of Confidentiality
1	Contract Start Date	[REDACTED]	Duration of the contract + 3 years
2	Contract Start Date	[REDACTED]	Duration of the contract + 3 years
3	Contract Start Date	[REDACTED]	Duration of the contract + 3 years
4	Contract Start Date	[REDACTED]	Duration of the contract + 3 years
5	Contract Start Date	[REDACTED]	Duration of the contract + 3 years

Award Form, Crown Copyright 2025,

Schedule 6 (Intellectual Property Rights)

Part A: Intellectual Property Rights (no ICT Services) NOT USED

Part B: Intellectual Property Rights (ICT Services)

- ***Option 3: Supplier ownership of all foreground IPR with Buyer rights for the current contract only;***

Option 3

20. Intellectual Property Rights – General Provisions

1.1 Each Party keeps ownership of its own Existing IPR.

1.2 Where either Party acquires, by operation of law, ownership of Intellectual Property Rights that is inconsistent with the requirements of this Schedule 6 (Intellectual Property Rights), it must assign in writing the Intellectual Property Rights concerned to the other Party on the other Party's request (whenever made).

1.3 Neither Party has the right to use the other Party's IPR, including any use of the other Party's names, logos or trademarks, except as expressly granted elsewhere under this Contract or otherwise agreed in writing.

1.4 Except as expressly granted elsewhere under this Contract, neither Party acquires any right, title or interest in or to the IPR owned by the other Party or any third party.

1.5 If the Supplier becomes aware at any time, including after the earlier of the End Date or date of termination, that, in respect of any Deliverable, the Buyer has not received the licences to Supplier Existing IPRs or Third Party IPRs required by Paragraphs 23 and 24, the Supplier must, within 10 Working Days notify the Buyer:

1.5.1 the specific Intellectual Property Rights the Buyer has not received licences to; and

1.5.2 the Deliverables affected.

1.6 For the avoidance of doubt:

1.6.1 except as provided for in Paragraphs 24.3.2(b)(iii)(A) or 23.1.6(b) and 23.1.4, the expiry or termination of this Contract does not of

Award Form, Crown Copyright 2025,

itself terminate the licences granted to the Buyer under Paragraphs 23 and 24;

1.6.2 the award of this Contract or the ordering of any Deliverables does not constitute an authorisation by the Crown under:

- (a) Sections 55 and 56 of the Patents Act 1977;
- (b) section 12 of the Registered Designs Act 1949; or
- (c) sections 240 to 243 of the Copyright, Designs and Patents Act 1988.

2. Ownership and delivery of IPR created under this Contract

2.1 Any New IPR and Specially Written Software is owned by the Supplier, including:

2.1.1 the Documentation, Source Code and the Object Code of the Specially Written Software and any software elements of the New IPR; and

2.1.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR,

(together, the Software Supporting Materials).

2.2 Unless otherwise agreed in writing, the Supplier and the Buyer will record any Specially Written Software and New IPR in the table at Annex 1 to this Schedule and keep this updated throughout this Contract Period.

3. Licence of New IPR and Specially Written Software

3.1 The Supplier grants the Buyer a New IPR and Specially Written Software Licence on the terms set out in Paragraph 22.3 in respect of each Deliverable where:

3.1.1 the New IPR or Specially Written Software is embedded in the Deliverable;

3.1.2 the New IPR or Specially Written Software is necessary for the Buyer to use the Deliverable; or

3.1.3 the New IPR or Specially Written Software is used to provide the Deliverable.

3.2 The categories of New IPR or Specially Written Software set out in Paragraph 22.1 are mutually exclusive.

Award Form, Crown Copyright 2025,

3.3 The New IPR and Specially Written Software Licence granted by the Supplier to the Buyer is a non-exclusive, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

3.3.1 in the case of New IPR or Specially Written Software embedded in a Deliverable or is used to provide the Deliverable:

3.3.2 is sub-licensable;

- (a) has no restriction on the identity of any transferee or sub-licensee;
- (b) allows the Buyer and any transferee or sub-licensee to use, copy and adapt the New IPR or Specially Written Software for any of the purposes set out in Paragraph 22.4;

3.3.3 in the case of New IPR or Specially Written Software that is necessary for the Buyer to receive or use the Deliverable:

- (a) allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant New IPR or Specially Written Software for any of the purposes set out in Paragraph 22.4;
- (b) is transferrable to only:
 - (i) a Crown Body;
 - (ii) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (iii) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (A) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (B) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);
- (c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:
 - (i) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or

Award Form, Crown Copyright 2025,

- (d) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);

3.3.4 continues in effect following the expiry or earlier termination of this Contract; and

3.3.5 is subject to the restrictions that:

- (a) each transferee or sub-licensee either:
 - (i) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (ii) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*); and
- (b) no sub-licence granted to the New IPR or Specially Written Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph.

3.4 For the purposes of Paragraphs 22.1 and 22.3, the relevant purpose is:

3.4.1 to allow the Buyer or any End User to receive and use the Deliverables.

3.5 Where the legal status of the Buyer changes, such that it ceases to be a Crown Body:

3.5.1 the New IPR and Specially Written Software Licence is unaffected; and

3.5.2 any successor body of the Buyer that is a Crown Body shall have the benefit of the New IPR and Specially Written Software Licence.

4. Use of Supplier Existing IPRs and Third Party IPRs

4.1 The Supplier must not:

- 4.1.1 embed Supplier Existing IPRs or Third Party IPRs in a Deliverable;
- 4.1.2 provide any Deliverable that requires Supplier Existing IPRs or Third Party IPRs to use that Deliverable its intended purpose; or
- 4.1.3 provide any Deliverable that is a customisation or adaptation of those Supplier Existing IPRs or Third Party IPRs,

Award Form, Crown Copyright 2025,

unless one or more of the following conditions apply:

4.1.4 for any Supplier Existing IPRs or Third Party IPRs that are not COTS Software, the Buyer provides Approval after receiving full details of the Supplier Existing IPRs or Third Party IPRs and their relationship to the Deliverables;

4.1.5 in the case of Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software all the following conditions are met:

- (a) the Supplier has provided the Buyer with the applicable terms for the Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software (which must be at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available); and
- (b) the Buyer has not (in its absolute discretion) rejected those licence terms within ten (10) Working Days of the date on which they were provided to the Buyer;

4.1.6 in the case of Third Party IPRs that are not COTS Software, the Buyer provides approval under Paragraph 23.1.4 and one of the following conditions is met:

- (a) the owner or an authorised licensor of the relevant Third Party IPR has granted a direct Third Party IPR Licence on the terms set out in Paragraph 22.3, as if:
 - (i) the term Third Party IPRs were substituted for the term Supplier Existing IPR; and
 - (ii) the term “third party” were substituted for the term Supplier,

in each place they occur; or

- (b) if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a Third Party IPR licence as set out in Paragraph (a), all the following conditions are met:
 - (i) the Supplier has notified the Buyer in writing giving details of:
 - (A) what licence terms can be obtained from the relevant third party; and
 - (B) whether there are providers which the Supplier could seek to use and the licence terms obtainable from those third parties;

Award Form, Crown Copyright 2025,

- (ii) the Buyer Approves the licence terms of one of those third parties; and
- (iii) the owner and authorised licensor of the Third Party IPR has granted a direct licence of the Third Party IPR to the Buyer on those terms.

4.2 Where the Buyer has not rejected Supplier Existing IPRs or Third Party IPRs that are, in each case, COTS Software, the Supplier must notify the Buyer within five (5) Working Days of becoming aware that any of that COTS Software will in the next thirty-six (36) months no longer be:

4.2.1 maintained or supported by the developer; or

4.2.2 made commercially available.

5. Licences in respect of Supplier Existing IPR that is not COTS Software

5.1 Subject to the Buyer approving the use of Supplier Existing IPR under Paragraph 23, the Supplier grants the Buyer a Supplier Existing IPR Licence on the terms set out in Paragraph 24.3 in respect of each Deliverable where:

5.1.1 the Supplier Existing IPR that is not COTS Software is embedded in the Deliverable;

5.1.2 the Supplier Existing IPR that is not COTS Software is necessary for the Buyer to use the Deliverable for any of the purposes set out in Paragraph 24.4; or

5.1.3 the Deliverable is a customisation or adaptation of Supplier Existing IPR that is not COTS Software.

5.2 The categories of Supplier Existing IPR that is not COTS Software set out in Paragraph 24.1 are mutually exclusive.

5.3 The Supplier Existing IPR Licence granted by the Supplier to the Buyer is a non-exclusive, royalty-free, irrevocable, transferable, sub-licensable, worldwide licence that:

5.3.1 in the case of Supplier Existing IPR that is not COTS Software embedded in a Deliverable:

- (a) has no restriction on the identity of any transferee or sub-licensee;
- (b) is sub-licensable for any of the purposes set out in Paragraph 24.4;
- (c) allows the Buyer and any transferee or sub-licensee to use, copy and adapt the Supplier Existing IPR that is not

Award Form, Crown Copyright 2025,

COTS Software for any of the purposes set out in Paragraph 24.4; and

- (d) is subject to the restriction that no sub-licence granted to the Supplier Existing IPR that is not COTS Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph;

5.3.2 in the case of Supplier Existing IPR that is not COTS Software that is necessary for the Buyer to use the Deliverable for its intended purpose or has been customised or adapted to provide the Deliverable:

- (a) allows the Buyer and any transferee or sublicensee to use and copy, but not adapt, disassemble or reverse engineer the relevant Supplier Existing IPRs that is not COTS Software for any of the purposes set out in Paragraph 24.4;
- (b) is transferrable to only:
 - (i) a Crown Body;
 - (ii) any body (including any private sector body) that performs or carries out any of the functions or activities that the Buyer had previously performed or carried out; or
 - (iii) a person or organisation that is not a direct competitor of the Supplier and that transferee either:
 - (A) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (B) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);
- (c) is sub-licensable to the Replacement Supplier (including where the Replacement Supplier is a competitor of the Supplier) where the Replacement Supplier either:
 - (i) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (ii) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*);
- (d) is subject to the restrictions that:

Award Form, Crown Copyright 2025,

- (i) no sub-licence granted to the Supplier Existing IPR that is not COTS Software shall purport to provide the sub-licensee with any wider rights than those granted to the Buyer under this Paragraph; and
- (ii) any sublicensee or transferee either:
 - (A) enters into a direct arrangement with the Supplier in the form set out in Annex 2; or
 - (B) enters into a confidentiality arrangement with the Buyer in terms equivalent to those set out in set out in Clause 19 (*What you must keep confidential*); and
- (e) expires at the later of:
 - (i) the end of this Contract Period; or
 - (ii) the end of any Termination Assistance Period.

5.4 For the purposes of Paragraphs 24.1 and 24.3, the relevant purposes are to allow the Buyer or any End User to receive and use the Deliverables.

6. Licences to COTS software

6.1 The Supplier must provide the Buyer with licences to Supplier Existing IPR and Third Party IPR that is, in each case, COTS software at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

7. Licences granted by the Buyer

7.1 Subject to Paragraph 27, the Buyer grants the Supplier a licence to the Buyer Existing IPR that:

7.1.1 is non-exclusive, royalty-free and non-transferable;

7.1.2 is sub-licensable to any Sub-contractor where

- (a) the Sub-contractor enters into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 19 (*What you must keep confidential*); and
- (b) the sub-licence does not purport to provide the sub-licensee with any wider rights than those granted to the Supplier under this Paragraph;

7.1.3 allows the Supplier and any sub-licensee to use, copy and adapt any Buyer Existing IPR for the purpose of:

Award Form, Crown Copyright 2025,

- (a) fulfilling its obligations under this Contract; and
- (b) commercially exploiting the New IPR and Specially Written Software; and

7.1.4 unless otherwise agreed in accordance with Paragraph 27, terminates at the earlier of the End Date or date of termination of this Contract.

8. Buyer approval for Supplier to exploit Buyer Existing IPR

8.1 Before using Buyer existing IPR for any purpose other than fulfilling its obligations under this Contract, the Supplier must seek the approval of the Buyer in accordance with the provisions of this Paragraph.

8.2 The Buyer may terminate any licence it grants under this Paragraph by notice in writing with immediate effect where the Supplier breaches any condition in the licence.

8.3 The Supplier must provide a proposal setting out:

8.3.1 the purpose for which it proposes to use the New IPR or Specially Written Software;

8.3.2 the activities the Supplier proposes to undertake with or in respect of the New IPR or Specially Written Software;

8.3.3 such further information as the Buyer may reasonably require to properly consider the proposal.

8.4 The Buyer may only refuse the Buyer's proposal where it considers that if the Supplier were to implement the proposal it would harm:

8.4.1 the Buyer's reputation; or

8.4.2 the Buyer's interests.

8.5 Where the Buyer has not:

8.5.1 approved or declined the proposal; or

8.5.2 required further information,

within 20 Working Days of the later of:

8.5.3 the date the proposal was first provided to the Buyer; or

8.5.4 the date on which further information was provided to the Buyer,

then the proposal is, for the purposes of this Contract, approved.

Award Form, Crown Copyright 2025,

9. Provision of information on New IPR and Specially Written Software

9.1 The Buyer may, at any time, require the Supplier to provide information on:

- 9.1.1 the purposes, other than for the purposes of this Contract, for which the Supplier uses New IPR and Specially Written Software; and
- 9.1.2 the activities the Supplier undertakes, other than under this Contract, with or in respect of the New IPR and Specially Written Software.

9.2 The Supplier must provide the information required by the Buyer:

- 9.2.1 within 20 Working Days of the date of the requirement; and
- 9.2.2 in the form and with the content specified by the Buyer.

10. Patents

10.1 Where a patent owned by the Supplier is infringed by the use of the Specially Written Software or New IPR by the Buyer or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use the infringing methods, materials or software.

Schedule 7 (Staff Transfer)

PART C ONLY APPLIES.

1. Definitions

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

"Admission Agreement"	either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Employee Liability"	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:

Award Form, Crown Copyright 2025,

- i. redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- ii. unfair, wrongful or constructive dismissal compensation;
- iii. 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;
- iv. compensation for less favourable treatment of part-time workers or fixed term employees;
- v. outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;

Award Form, Crown Copyright 2025,

	<ul style="list-style-type: none"> vi. claims whether in tort, contract or statute or otherwise; and vii. any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Fair Deal Employees"	as defined in Part D;
"Final Supplier Staff List"	a list provided by the Supplier of all Supplier Staff whose will transfer under the Employment Regulations on the Service Transfer Date;
"Former Supplier"	a supplier supplying the Services to the Buyer before any 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"	<p>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:</p> <ul style="list-style-type: none"> i. any amendments to that document immediately prior to the Relevant Transfer Date; ii. any similar pension protection in accordance with the Annexes inclusive to Part of this Schedule as notified to the Supplier by the Buyer;
"Notified Subcontractor"	a Subcontractor identified in the Annex to this Schedule to whom Transferring Buyer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"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</i>

Award Form, Crown Copyright 2025,

	<i>pensions: Procurement of Bulk Transfer Agreements and Related Issues" issued in June 2004;</i>
"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 14.4 (<i>When the Buyer can end this contract</i>) or 14.6 (<i>When the Supplier can end the contract</i>);
"Provisional Supplier Staff 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;
"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);
"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, and for the purposes of Part D 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;
"Service Transfer"	any transfer of the Services (or any part of the Services), 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 or, if more than one, the date of the relevant Service Transfer as the context requires;
"Staffing Information"	in relation to all persons identified on the Provisional Supplier Staff List or Final Supplier Staff List, as the case may be, the information

	required in Annex E2 (<i>Table of Staffing Information</i>) in that format together with employee liability information specified in regulation 11(2) and 11(3) and if applicable 11(4) of the Employment Regulations and such other information as the Buyer may reasonably require. The Buyer may acting reasonably make changes to the format or information requested in Annex E2 from time to time.
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes to Part D of this Schedule;
"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; and
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Relevant Transfer Date.

2. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including 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 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.

3. Which parts of this Schedule apply

The following parts of this Schedule shall apply to this Contract:

- 3.1 Part A (Staff Transfer At Operational Services Commencement Date – Transferring Employees from the Buyer to the Supplier) NOT APPLICABLE;
- 3.2 Part B (Staff Transfer At Operational Services Commencement Date – Transfer From Former Supplier) NOT APPLICABLE;
- 3.3 **Part C (No Staff Transfer Expected On Operational Services Commencement Date);**
- 3.4 Part D (Pensions) NOT APPLICABLE:

Award Form, Crown Copyright 2025,

- 3.5 Part E (Staff Transfer on Exit) of this Schedule will always apply to this Contract, including: NOT APPLICABLE
 - 3.5.1 Annex E1 (List of Notified Subcontractors);
 - 3.5.2 Annex E2 (Staffing Information).

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 3.6 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services is not expected to be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 3.7 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that their 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 then:
 - 3.7.1 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, give notice to the Former Supplier;
 - 3.7.2 the Buyer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 15 Working Days of receipt of notice from the Supplier or the Subcontractor, provided always that such steps are in compliance with applicable Law;
 - 3.7.3 if such offer of employment is accepted, the Supplier shall, or shall procure that the Subcontractor shall, immediately release the person from its employment; and
 - 3.7.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 1.5:

 - (a) the Buyer will 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 provided that the Supplier takes, or shall procure that the Notified

Award Form, Crown Copyright 2025,

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

- (b) the Buyer will 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 provided that the Supplier takes, or shall procure that the relevant Subcontractor takes, all reasonable steps to minimise any such Employee Liabilities.

3.8 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 period(s) referred to in Paragraph 1.2 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, (a) comply with such obligations as may be imposed upon it under Law and (b) comply with the provisions of Part D (Pensions) and its Annexes of this Staff Transfer Schedule.

3.9 Where any person remains employed by the Supplier and/or any Subcontractor pursuant to Paragraph 1.3, 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.

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

- 3.10.1 for any contravention of the Equality Act 2010 (or is predecessor/successor legislation); or
- 3.10.2 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
in relation to any alleged act or omission of the Supplier and/or Subcontractor; or
- 3.10.3 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure; and

3.11 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 6 Months from the relevant Transfer Date.

3.12 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.

Award Form, Crown Copyright 2025,

4. 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.

Schedule 8 (Implementation Plan and Testing)

Part A - Implementation

1. Definitions

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

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

2. Agreeing and following the Implementation Plan

2.1 A draft of the Implementation Plan is set out in the Annex to this Schedule. The Supplier shall provide a further draft Implementation Plan five Business Days (5) days after the Effective Date.

2.2 The draft Implementation Plan:

2.2.1 must contain information at the level of detail necessary to manage the implementation stage effectively and as the Buyer may otherwise require; and

2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.

2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its

Award Form, Crown Copyright 2025,

submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan so as to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.

3. Reviewing and changing the Implementation Plan

3.1 Subject to Paragraph 3.3 of this Part A, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.

3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

3.3 Changes to any Milestones, Milestone Payments and Delay Payments shall only be made in accordance with the Variation Procedure.

3.4 The parties will work together to deliver the Implementation Plan and establish appropriate governance to monitor progress against the Implementation Plan and address any potential delays. The Buyer reserves the right to provide written notice of any failure by the Supplier to comply with the Implementation Plan where such failure materially impacts compliance with the dates within the Implementation Plan. The Supplier will be given the opportunity to remedy any failure at its own cost.

4. Security requirements before the Start Date

4.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before the Start Date. The Supplier shall ensure that this is reflected in the Implementation Plan.

4.2 The Supplier shall ensure that all Supplier Staff do not access the Buyer's IT systems, or any IT systems linked to the Buyer, unless they have satisfied the Buyer's security requirements.

4.3 The Supplier shall be responsible for providing all necessary information to the Buyer to facilitate security clearances for Supplier Staff in accordance with the Buyer's requirements.

Award Form, Crown Copyright 2025,

4.4 The Supplier shall provide the names of all Supplier Staff and inform the Buyer of any alterations and additions as they take place throughout the Contract Period.

4.5 The Supplier shall ensure that all Supplier Staff requiring access to the Buyer Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior Approval has been received, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

4.6 If a property requires Supplier Staff to be accompanied by the Buyer's Authorised Representative, the Buyer must be given reasonable notice of such a requirement, except in the case of emergency access.

5. What to do if there is a Delay

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

5.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

5.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

5.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and

5.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

6. Compensation for a Delay

6.1 If Delay Payments have been included in the Implementation Plan and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:

6.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

6.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:

Award Form, Crown Copyright 2025,

- (a) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 (*When the Buyer can end the contract*); or
- (b) the delay exceeds the number of days (the "**Delay Period Limit**") specified in the Implementation Plan commencing on the relevant Milestone Date;

6.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the earlier of (i) the date when the Milestone is Achieved and (ii) the end of the Delay Period Limit;

6.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and

6.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 15 (*How much you can be held responsible for*).

7. Implementation Plan

7.1 The Implementation Period will be a one (1) Month period.

7.2 During the Implementation Period, the incumbent supplier shall retain full responsibility for all existing services until the Start Date or as otherwise formally agreed with the Buyer. The Supplier's full service obligations shall formally be assumed on the Start Date as set out in Award Form.

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

7.3.1 work cooperatively and in partnership with the Buyer and incumbent supplier, where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

7.3.2 work with the incumbent supplier and Buyer to assess the scope of the Services and prepare a plan which demonstrates how they will mobilise the Services;

7.3.3 liaise with the incumbent supplier to enable the full completion of the Implementation Period activities; and

7.3.4 produce an Implementation Plan, to be agreed by the Buyer, for carrying out the requirements within the Implementation Period including, key Milestones and dependencies.

7.4 The Implementation Plan will include detail stating:

Award Form, Crown Copyright 2025,

7.4.1 how the Supplier will work with the incumbent supplier and the Buyer Authorised Representative to capture and load up information such as asset data; and

7.4.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Buyer, including the frequency, responsibility for and nature of communication with the Buyer and end users of the Services.

7.5 In addition, the Supplier shall:

7.5.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Implementation Period, to ensure that the Implementation Period is planned and resourced adequately, and who will act as a point of contact for the Buyer;

7.5.2 mobilise all the Services specified in the Specification within this Contract;

7.5.3 produce an Implementation Plan report for each Buyer Premises to encompass programmes that will fulfil all the Buyer's obligations to landlords and other tenants:

- (a) the format of reports and programmes shall be in accordance with the Buyer's requirements and particular attention shall be paid to establishing the operating requirements of the occupiers when preparing these programmes which are subject to Approval; and
- (b) the Parties shall use reasonable endeavours to agree the contents of the report but if the Parties are unable to agree the contents within twenty (20) Working Days of its submission by the Supplier to the Buyer, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

7.5.4 manage and report progress against the Implementation Plan;

7.5.5 construct and maintain an Implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;

7.5.6 attend progress meetings (frequency of such meetings shall be as set out in the Award Form) in accordance with the Buyer's requirements during the Implementation Period. Implementation meetings shall be chaired by the Buyer and all meeting minutes shall be kept and published by the Supplier; and

Award Form, Crown Copyright 2025,

7.5.7 ensure that all risks associated with the Implementation Period are minimised to ensure a seamless change of control between incumbent supplier and the Supplier.

Annex 1: Implementation Plan

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

Milestone	Deliverable Items	Duration (Working Days)	Milestone Date	Buyer Responsibilities	Milestone Payments
Onboarding	Form the supplier project team and outline roles. Provide channel for operations support Schedule Regular check-ins, Introduce key stakeholders to DVSA ensure access is correct and working.	2 days	Milestone Date is calculated as Effective Date plus Duration	Provide channel for operations. Form the DVSA project team and outline roles. Ensure Regular check-ins are Scheduled. Introduce key DVSA stakeholders to supplier. Set up access and permissions	
Discovery and Assessment	Develop a detailed transition plan with timelines	1 week	Milestone Date is calculated as Effective		

Award Form, Crown Copyright 2025,

	<p>and milestones.</p> <p>Conduct a thorough assessment of the current ServiceNow environment.</p> <p>Identify any gaps or issues that need to be addressed.</p> <p>Document findings and prepare for transition.</p>		Date plus cumulative Durations		
Transition and knowledge transfer	<p>Knowledge Transfer:</p> <p>Conduct daily knowledge transfer sessions between the current team, the incumbent supplier and the MSP.</p>	2 weeks	<p>Milestone Date is calculated as Effective Date plus cumulative Durations</p>	To ensure the ITSM team are ensure that the meetings are set up and that they are daily.	██████
Final Handover and Transition	<p>Conduct a final review meeting to ensure all handover activities are complete.</p>	3 days	<p>Milestone Date is calculated as Effective Date plus cumulative Durations</p>	<p>Confirm that the new supplier is ready to take over responsibilities</p> <p>Officially transition control and begin monitoring the</p>	<p>██████</p> <p>████████████████</p> <p>██████</p>

Award Form, Crown Copyright 2025,

				<div>new supplier's performance. Address any immediate issues or concerns that arise during the initial transition period.</div>	
<div>The Milestones will be Achieved in accordance with this Part A of this Schedule</div>					

Award Form, Crown Copyright 2025,

Schedule 9 (Installation Works) NOT USED

1. When this Schedule should be used

1.1 This Schedule is designed to provide additional provisions necessary to facilitate the provision Deliverables requiring installation by the Supplier.

2. How things must be installed

2.1 Where the Supplier reasonably believes, it has completed the Installation Works it shall notify the Buyer in writing. Following receipt of such notice, the Buyer shall inspect the Installation Works and shall, by giving written notice to the Supplier:

2.1.1 accept the Installation Works, or

2.1.2 reject the Installation Works and provide reasons to the Supplier if, in the Buyer's reasonable opinion, the Installation Works do not meet the requirements set out in the Award Form (or elsewhere in this Contract).

2.2 If the Buyer rejects the Installation Works in accordance with Paragraph 2.1.2, the Supplier shall immediately rectify or remedy any defects and if, in the Buyer's reasonable opinion, the Installation Works do not, within five (5) Working Days of such rectification or remedy, meet the requirements set out in the Award Form (or elsewhere in this Contract), the Buyer may terminate this Contract for material Default.

2.3 The Installation Works shall be deemed to be completed when the Supplier receives a notice issued by the Buyer in accordance with Paragraph 2.1 Notwithstanding the acceptance of any Installation Works in accordance with Paragraph 2.2), the Supplier shall remain solely responsible for ensuring that the Goods and the Installation Works conform to the specification in the Award Form (or elsewhere in this Contract). No rights of estoppel or waiver shall arise as a result of the acceptance by the Buyer of the Installation Works.

2.4 Throughout the Contract Period, the Supplier shall have at all times all licences, approvals and consents necessary to enable the Supplier and the Supplier Staff to carry out the Installation Works.

Schedule 10 (Performance Levels)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):
- | | |
|---|--|
| "Critical KPI Failure" | has the meaning given to it in the Award Form; |
| "KPI Failure" | a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator; |
| "KPI Performance Measure" | shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule; |
| "KPI Threshold" | shall be as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule; |
| "Measurement Period" | in relation to a Key Performance Indicator, the period over which the Supplier's performance is measured as set out against the relevant Key Performance Indicator in the Annex to Part A of this Schedule; |
| "Performance Monitoring Reports" | has the meaning given in Paragraph 1.2 of Part B of this Schedule; |
| "Performance Review Meetings" | has the meaning given in Paragraph 1.3 of Part B of this Schedule; |
| "Service Credits" | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Key Performance Indicators; and |
| "Service Credit Cap" | has the meaning given to it in the Award Form. |

2. What happens if you don't meet the Key Performance Indicators

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPI Performance Measure for each Key Performance Indicator.
- 2.2 The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any KPI Performance Measure.

Award Form, Crown Copyright 2025,

- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule to enable the Buyer to assess the Supplier's performance against each Key Performance Indicator in each Measurement Period.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:
- 2.4.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the KPI Failure:
- a) exceeds the relevant KPI Threshold;
 - b) has arisen due to a wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data (in which case the indemnity in Clause 18.6.4 and any or all of the other provisions of Clauses 18.4 and 18.5 and/or Clause 18.6 of the Core Terms may apply); and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - e) the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (*When the Buyer can end the contract*).

3. Critical KPI Failure

On the occurrence of a Critical KPI Failure:

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

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

Part A: Key Performance Indicators and Service Credits

1. Key Performance Indicators

If the level of performance of the Supplier:

- 3.3 is likely to or fails to meet any KPI Performance Measure; or
- 3.4 is likely to cause or causes a Critical KPI Failure to occur,

Award Form, Crown Copyright 2025,

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

- 3.4.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;
- 3.4.2 instruct the Supplier to comply with the Rectification Plan Process;
- 3.4.3 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
- 3.4.4 if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for Material Default and the consequences of termination in Clause 14.5.1 shall apply).

4. Service Credits

- 4.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 4.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Award Form, Crown Copyright 2025,

Annex to Part A: Key Performance Indicators and Service Credits Table

KPI Number	KPI Performance Criteria	Key Indicator	KPI Performance KPI Measure	KPI Threshold	Service Credit for each Service Period
KPI-001	Response Times	The service provider shall respond to incidents and requests within the following timeframes	<p>99% of all P1 - Critical: responded to in 15 minutes</p> <p>95 % of all P2 - High: responded to in 1 hour</p> <p>95% of all P3 - Medium: responded to in 4 hours</p> <p>95% of all P4 - Low: responded to in 1 business day</p>	<p>If actual performance in any reporting period is lower than 99% - P1 or</p> <p>95%-P2,3,4</p>	<p>3% for Failure in Service Period; 4% for Failure in second consecutive Service Period;</p> <p>5% for Failure in third consecutive Service Period</p>
KPI-002	Incident Resolution Time	The average time elapsed between the initial report of an incident	99% of all-P1 resolved in a maximum of 4 hours (24x)7	If actual performance in any reporting period is lower than 99% - P1	<p>5% for Failure in Service Period; 7% for Failure in second consecutive Service Period;</p> <p>10% for Failure in third consecutive Service Period</p>

Award Form, Crown Copyright 2025,

		and its full resolution	<p>95% of all P2 – resolved in a maximum of 8 hours (24x7)</p> <p>95 % of all P3 – resolved in 1 business day or less</p> <p>95 % of all P4 – resolved in a maximum of 2 business days</p>	95%-P2,3,4	
KPI-003	Incident Resolution First time		75% Incident Resolution First Time (%) = (Number of Incidents Resolved Supplier on First Attempt / Total Number of Incidents closed by	If actual performance is lower than 75% in any reporting period	2% for Failure in Service Period; 3% for Failure in second consecutive Service Period; 4% for Failure in third consecutive Service Period

Award Form, Crown Copyright 2025,

			Supplier) × 100		
KPI-004	Incident backlog	Maximum age of incidents	0 incidents over 1 month old	If performance measure level is not met in 2 monthly reporting periods within a 12 month period.	5% for Failure in Service Period
KPI-005	Request fulfilment time	Access requests- Total resolution time is 8 hours or less for all access requests/total number of resolved access requests All other requests- Total resolution time is 3 business days or less for all other requests/total number of resolved	90% Access Requests resolved in a maximum of 8 hours 90% for all other requests resolved in a maximum of 3 business days	If performance measure level is not met in Service Period.	3% for Failure in Service Period 5% for Failure in second consecutive Service Period 7% for Failure in third consecutive Service Period

Award Form, Crown Copyright 2025,

		other requests			
KPI-006	Request backlog volume	Maximum age of requests in the backlog	0 requests over 1 month old.	If Service level is no If performance measure level is not met in 2 monthly reporting periods within a 12 month period.	4% for Failure in Service Period
KPI-007	Change Management	The percentage of changes successfully implemented without failure	95% Successful change (%) = Changes with close codes of 'Successful' and 'Successful with issues' / Total number of Changes (less those with close codes of 'Cancelled')	If performance measure level is not met in 2 monthly reporting periods within a 12 month period.	7% for Failure in Service Period
KPI-008	Reporting – including Service	Timely delivery of	100% of Monthly Reports delivered	If performance measure	3% for Failure in Service Period

Award Form, Crown Copyright 2025,

	Now availability	all Service Reports	within five working days of the month following the Month covered in the Report	level is not met in 3 monthly reporting periods within a 12 month period.	
KPI-009	SOW (This could be relaxed for complex Projects where a fully costed model is not possible within 10-working days. However, the Supplier must ask initial questions and begin engagement within 5 working days if this is the case).	The Supplier must provide a fully costed response within 10 working days of submission by the Buyer.	95% of SOWs to costed within 10 working days	If performance measure level is not met in 3 monthly reporting periods within a 12 month period.	7% for Failure in Service Period
KPI-010	Mobilisation of resource following signed Statement of Work	Once a Statement of Works has been signed by both parties supplier resource must be	95% of SOWs are resourced within 10 working days.	If performance measure level is not met in 3 monthly reporting periods within a 12	7% for Failure in Service Period

Award Form, Crown Copyright 2025,

		mobilised and ready to work within 10 working days of a signed SOW		month period.	
KPI-011	SOW Kick off Meeting	Once a Statement of Works has been signed by both parties a SOW Kick Off meeting must take place within 10 working days.	95% of SOW kick off meetings take place within 10 working days of a signed SOW	90% of SOW kick off meetings do not take place within 10 working days of a signed SOW	3% for Failure in Service Period.

Service Desk KPIs:

KPI Number	KPI Performance Criteria	Key Indicator	KPI Performance Measure	KPI Threshold	Service Credit for each Service Period
KPI-012	Service Desk Call Answered	% of calls answered within 60 seconds	90%	If actual performance is lower than 90% in any reporting period	2.5%
KPI-013	Service Desk Abandoned calls	% of calls answered by Service Desk and Abandoned	95%	If actual performance is lower than 95% in any reporting period	2.5%

Service Credits

During the course of the contract, please note that service credits will be proactively applied to the next monthly invoice where applicable.

KPIs without Service Credits

KPI Number	Service Description	Description	Formula	Target Service Level	Measurement period
KPI-014	User satisfaction	Measure how satisfied users are with services provided	Number of positive responses/total number of responses x 100 based on minimal sample size of ten (10) responses.	85% satisfaction	Monthly
KPI-015	Service Credit Issuance Time	The average time taken to issue service credits from the moment a qualifying event (such as an SLA breach) is identified until the service credit is applied to the customer's account.	Total time taken to issue all service credits ÷ Total number of service credits issued	Less than 40 business days from the identification of the qualifying event.	Monthly

KPI-016	Invoicing accuracy	The percentage of invoices issued without errors, such as incorrect amounts, missing information, or discrepancies.	Formula: Number of accurate invoices Total number of invoices issued) × 100	99% of invoices should be accurate during the measurement period.	Monthly
---------	--------------------	---	---	---	---------

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Key Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process agreed pursuant to Paragraph 1.1 of Part B of this Schedule and with such frequency as shall be agreed between the Parties pursuant to Paragraph 1.1 to enable the Buyer to assess the Supplier’s performance against each Key Performance Indicator in each Measurement Period. The Performance Monitoring Reports shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1.2.1 for each Key Performance Indicator, the actual performance achieved against the KPI Performance Measure for the relevant Service Period and, where a Measurement Period has ended in the period covered by the Performance Monitoring Report, the most recently ended Measurement Period;

1.2.2 a summary of all failures to achieve Key Performance Indicators that occurred during that Service Period;

1.2.3 details of any Critical KPI Failures;

Award Form, Crown Copyright 2025,

- 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Key Performance Indicators to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
- 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 1.6 The relevant table in the Annex to Part A of this Schedule describes how the levels of performance under the KPI Performance Measures will be mapped to the performance ratings prescribed under regulation 38(5) of the Procurement Regulations 2024. The mapping set out in that table will be applied by the Buyer when publishing relevant Transparency Information relating to the Performance Indicators and/or the Supplier's performance against the relevant KPIs pursuant to Section 52(3) and/or Section 71(2) of the Procurement Act 2023 and the associated Regulations.
- 1.7 The Supplier acknowledges and agrees that, each time the Buyer conducts an assessment of the Supplier's performance against a Key Performance Indicator, the Buyer may publish information as required by Law in relation to that assessment.

2. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects

Award Form, Crown Copyright 2025,

of their performance of the provision of the Deliverables which the responses to the Satisfaction.

Schedule 11 (Continuous Improvement)

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 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 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.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year (except during the first two Contract Years) a plan for improving the provision of Deliverables during that Contract Year ("**Continuous Improvement Plan**") for the Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 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.
- 1.4 The initial Continuous Improvement Plan for the third (3rd) Contract Year shall be submitted by the Supplier for Approval within six (6) Months following the second anniversary of the Effective Date.
- 1.5 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.
- 1.6 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.

Award Form, Crown Copyright 2025,

- 1.7 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 as agreed by the parties in accordance with the Variation Procedure.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5:
 - 1.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 1.8.2 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.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the creation of the first Continuous Improvement Plan) in accordance with the procedure and timescales set out in Paragraph 1.3.
- 1.10 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.
- 1.11 At any time during the Contract Period of this 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.

Schedule 12 (Benchmarking)

1. Definitions

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

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

Award Form, Crown Copyright 2025,

for money for the recipients of Comparable Deliverables.

2. When you should use this Schedule

- 2.1 The Supplier acknowledges that the Buyer wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 2.2 This Schedule sets out to ensure the Contract represents value for money throughout and that the Buyer may terminate the Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraph 3 of this Schedule, in which case the consequences of termination set out in Clause 14.5.1 shall apply.
- 2.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

3. Benchmarking

3.1 How benchmarking works

- 3.1.1 The Buyer may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 3.1.2 The Buyer shall not be entitled to request a Benchmark Review during the first twenty four (24) month period from the Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 3.1.3 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and/or as a whole, Good Value.
- 3.1.4 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Buyer in writing.
- 3.1.5 Upon its request for a Benchmark Review the Buyer shall nominate a benchmarker. The Supplier must approve the nomination within ten (10) Working Days unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected then the Buyer may propose an alternative benchmarker. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review then a benchmarker shall be selected by the Chartered Institute of Financial Accountants.
- 3.1.6 The cost of a benchmarker shall be borne by the Buyer (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarker in such proportions as the Parties agree (acting reasonably). Invoices by the benchmarker shall be raised against

Award Form, Crown Copyright 2025,

the Supplier and the relevant portion shall be reimbursed by the Buyer.

3.2 Benchmarking Process

- 3.2.1 The benchmarker shall produce and send to the Buyer, for Approval, a draft plan for the Benchmark Review which must include:
 - (a) a proposed cost and timetable for the Benchmark Review;
 - (b) a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and
 - (c) a description of how the benchmarker will scope and identify the Comparison Group.
- 3.2.2 The benchmarker, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.
- 3.2.3 The Buyer must give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarker and the Supplier whether it Approves the draft plan, or, if it does not Approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested then the benchmarker must produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.
- 3.2.4 Once both Parties have approved the draft plan then they will notify the benchmarker. No Party may unreasonably withhold or delay its approval of the draft plan.
- 3.2.5 Once it has received the approval of the draft plan, the benchmarker shall:
 - (a) finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the benchmarker's professional judgment using:
 - (A) information from other service providers to the Buyer;
 - (B) survey information;
 - (C) information from "in-house" providers to the Buyer to the extent that the benchmarker considers that they are valid comparators;
 - (D) market intelligence;
 - (E) the benchmarker's own data and experience;
 - (F) relevant published information; and
 - (G) pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

Award Form, Crown Copyright 2025,

- (b) by applying the adjustment factors listed in Paragraph 3.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;
 - (c) using the Equivalent Data, calculate the Upper Quartile; and
 - (d) determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 3.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarker in order to undertake the benchmarking.
- 3.2.7 In carrying out the benchmarking analysis the benchmarker may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
 - (a) the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - (b) exchange rates;
 - (c) any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

3.3 Benchmarking Report

- 3.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarker following the Benchmark Review and as further described in this Schedule;
- 3.3.2 The benchmarker shall prepare a Benchmarking Report and deliver it to the Buyer, at the time specified in the plan Approved pursuant to Paragraph 3.2.3, setting out its findings. Those findings shall be required to:
 - (a) include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - (b) if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - (c) include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 3.3.3 The Parties agree that any changes required to this Contract identified in the Benchmarking Report shall be implemented at the

Award Form, Crown Copyright 2025,

direction of the Buyer in accordance with Clause 28 (Changing the Contract).

Schedule 13 (Contract Management)

1. Definitions

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

"Operational Board"	the board established in accordance with Paragraph 4.1 of this Schedule; and
"Project Manager"	the manager appointed in accordance with Paragraph 2.1 of this Schedule.

2. Project Management

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

3. Role of the Supplier Project Manager

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

Award Form, Crown Copyright 2025,

4. Role of The Operational Board

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

5. Contract Risk Management

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

Annex: Operational Boards and Reports

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

Award Form, Crown Copyright 2025,

Board	Purpose	Attendees	Frequency
Contract Management Board	<p>The agenda for each meeting shall include, but not be limited to:</p> <p>Contract Performance: Review of overall contract performance, including SLA compliance and key metrics.</p> <p>Financial Review: Analysis of financial performance, including cost management and value realization.</p> <p>Risk Management: Discussion of key risks and mitigation strategies.</p> <p>Strategic Initiatives: Identification and planning of strategic initiatives and improvements.</p> <p>Dispute Resolution: Addressing any</p>	<p>Buyer:</p> <p>Supplier Management</p> <p>Procurement Lead</p> <p>Senior Delivery & Service Managers</p> <p>Supplier</p> <p>Account Manager</p> <p>Senior Delivery & Service Managers</p>	Monthly virtual meeting

Award Form, Crown Copyright 2025,

	<p>disputes or issues that have arisen.</p> <p>Future Planning: Discussion of future plans, including potential changes in scope or direction.</p> <p>Minutes of the meetings shall be documented, and action items tracked to completion.</p> <p>The Board shall have the authority to make decisions related to the contract, including approval of changes and resolution of disputes.</p>		
--	---	--	--

Title	Content	Format	Frequency
Overall Contract Performance	Performance against overarching KPIs	Excel (other formats may be acceptable, subject to Buyer approval)	Monthly
Call-Off Contract Charges	Accumulative report of all charges under this contract	Excel (other formats may be acceptable, subject to Buyer approval)	Monthly

Award Form, Crown Copyright 2025,

Key Subcontractors (if applicable)	Organisation detail and key personnel details	Excel (other formats may be acceptable, subject to Buyer approval)	Only required if there are changes or additions to Key Subcontractors
Social Value	Performance against social value commitments as per the Supplier's tender response	Excel (other formats may be acceptable, subject to Buyer approval)	Quarterly
Financial Model	Spend on the contract; spend in the period; forecasted spend; CCN and SOW spend. Other contractual financial information as directed by Buyer	Excel	Monthly

Schedule 14 (Business Continuity and Disaster Recovery)

1. Definitions

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

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2.2 of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2.3 of this Schedule;
"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; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule.

Award Form, Crown Copyright 2025,

2. BCDR Plan

- 2.1 Within forty (40) Working Days of the Effective Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 2.1.2 the recovery of the Deliverables in the event of a Disaster.
- 2.2 The BCDR Plan shall be divided into three sections:
 - 2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 2.2.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 2.2.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
 - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
 - 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
 - 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;

Award Form, Crown Copyright 2025,

- (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (c) identification of risks arising from an Insolvency Event of the Supplier, any Key Subcontractors and/or Supplier Group member;
 - (d) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (e) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to **"normal service"**;
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Key Performance Indicators, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Contract.

Award Form, Crown Copyright 2025,

4. Business Continuity (Section 2)

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

5. Disaster Recovery (Section 3)

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

Award Form, Crown Copyright 2025,

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

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
 - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

Award Form, Crown Copyright 2025,

- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Deliverables;
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity

Award Form, Crown Copyright 2025,

and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

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

9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 24 (*Circumstances beyond your control*) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Award Form, Crown Copyright 2025,

Schedule 16 (Security) (Consultancy)

In order to demonstrate the Supplier’s commitment to information security, the Supplier will provide the Buyer with ISO 27001 and Cyber Essentials Plus certifications upon their renewal for the Supplier’s Systems.

1. Buyer Options

Risk assessment

The Buyer has assessed this Contract as:	a standard consultancy agreement	<input type="checkbox"/>
	a higher-risk consultancy agreement	<input checked="" type="checkbox"/>

Relevant Certifications

Where the Buyer has assessed this Contract as a standard consultancy agreement, it requires the Supplier to be certified as compliant with:	No certification required	<input type="checkbox"/>
	Cyber Essentials (or equivalent)	<input type="checkbox"/>
	Cyber Essentials Plus (or equivalent)	<input checked="" type="checkbox"/>

Buyer Security Policies

<p>The Buyer requires the Supplier to comply with the following policies relating to security management:</p> <ul style="list-style-type: none">• Access Control Policy• Audit Policy• Back up policy• Clear Desk and Screen Policy• Encryption of data at rest and in transit policy• Forensic Readiness• Government Security Classifications• Information Risk Policy• Information Security Policy• Legal and contractual compliance• Password and PIN• Patch management• Supplier Security• Third-party security clearance	✓
--	---

Staff Vetting Procedure

<p>The Buyer requires a Staff Vetting Procedure other than BPSS. Where the Buyer selects this option, the alternative Staff Vetting Procedure with which the Supplier must comply is:</p> <p>Supplier staff working on the platform are required to have security check clearance.</p>	✓
---	---

2. Supplier obligations

2.1 Where the Buyer has assessed this Contract as a higher-risk consultancy agreement, the Supplier must comply with all requirements in this Schedule 16 (*Security*).

Award Form, Crown Copyright 2025,

- 2.2 Where the Buyer has assessed this Contract as a standard consultancy agreement, the Supplier must comply with this Schedule 16 (*Security*), other than:
- 2.2.1 the requirement to be certified as compliant with ISO/IEC 27001:2022 (or equivalent) under Paragraph 7.1.2; and
 - 2.2.2 the requirement to undertake security testing of the Supplier Information Management System in accordance with Paragraph 9 of Appendix 1.
 - 2.2.3 the requirement to produce a Security Management Plan in accordance with Paragraph 9.

3. Definitions

In this Schedule 16 (*Security*):

- "Anti-virus Software"** software that:
- x. protects the Supplier Information Management System from the possible introduction of Malicious Software;
 - xi. scans for and identifies possible Malicious Software in the Supplier Information Management System;
 - xii. if Malicious Software is detected in the Supplier Information Management System, so far as possible:
 - (a) prevents the harmful effects of the Malicious Software; and
 - (b) removes the Malicious Software from the Supplier Information Management System;
- "Breach of Security"** the occurrence of:
- xiii. any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Government Data;
 - xiv. the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Government Data, including copies of such Government Data; and/or

Award Form, Crown Copyright 2025,

- xv. any part of the Supplier System ceasing to be compliant with the Relevant Certifications;
- xvi. the installation of Malicious Software in the Supplier System:
- xvii. any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and
- xviii. includes any attempt to undertake the activities listed in sub-Paragraph (a) where the Supplier has reasonable grounds to suspect that attempt:
 - (c) was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or
 - (d) was undertaken, or directed by, a state other than the United Kingdom;

"Certification Default"	the occurrence of one or more of the circumstances listed in Paragraph 7.4;
"Certification Rectification Plan"	the plan referred to in Paragraph 7.5.1;
"Certification Requirements"	the information security requirements set out in Paragraph 7;

Award Form, Crown Copyright 2025,

"CHECK Scheme"		the NCSC's scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
"CHECK Provider"	Service	<p>a company which, under the CHECK Scheme:</p> <ul style="list-style-type: none"> xix. has been certified by the National Cyber Security Centre; xx. holds "Green Light" status; and xxi. is authorised to provide the IT Health Check services required by Paragraph 9 of the Security Requirements;
"CHECK Team Leader"		an individual with a CHECK Scheme team leader qualification issued by the NCSC;
"CHECK Team Member"		an individual with a CHECK Scheme team member qualification issued by the NCSC;
"Cyber Essentials"		the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Plus"		the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"		the Cyber Essentials scheme operated by the National Cyber Security Centre;
"End-user Device"		any personal computers, laptops, tablets, terminals, smartphones or other portable electronic device provided by the Supplier or a Sub-contractor and used in the provision of the Services;

Award Form, Crown Copyright 2025,

"Expected Behaviours"	the expected behaviours set out and updated from time to time in the Government Security Classification Policy, currently found at Paragraphs 12 to 16 and in the table below Paragraph 16 of https://www.gov.uk/government/publications/government-security-classifications/guidance-11-working-at-official-html ;
"Government Security Classification Policy"	the policy, as updated from time to time, establishing an administrative system to protect information assets appropriately against prevalent threats, including classification tiers, protective security controls and baseline behaviours, the current version of which is found at https://www.gov.uk/government/publications/government-security-classifications ;
"HMG Baseline Personnel Security Standard"	the employment controls applied to any individual member of the Supplier Staff that performs any activity relating to the provision or management of the Services, as set out in "HMG Baseline Personnel Standard", Version 7.0, June 2024 (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as that document is updated from time to time;
"NCSC Device Guidance"	the National Cyber Security Centre's document "Device Security Guidance", as updated or replaced from time to time and found at https://www.ncsc.gov.uk/collection/device-security-guidance ;
"Privileged User"	a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;
"Prohibited Activity"	the storage, access or Handling of Government Data prohibited by a Prohibition Notice;
"Prohibition Notice"	a notice issued under Paragraph 1.2 of Appendix 1;
"Relevant Certifications"	those certifications specified in Paragraph 7.1;
"Relevant Convictions"	any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences), or any other

Award Form, Crown Copyright 2025,

	offences relevant to Services as the Buyer may specify;
"Remote Location"	a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working"	the provision or management of the Services by Supplier Staff from a location other than a Supplier's or a Sub-contractor's Site;
"Remote Working Policy"	the policy prepared and approved under Paragraph 3.9 of the Security Requirements under which Supplier Staff are permitted to undertake Remote Working;
"Security Controls"	the security controls set out and updated from time to time in the Government Security Classification Policy, currently found at Paragraph 12 of https://www.gov.uk/government/publications/government-security-classifications/guidance-15-considerations-for-security-advisors-html ;
"Security Management Plan"	the document prepared in accordance with the requirements of Paragraph 9;
"Security Requirements"	for the purposes of this Schedule 16 (<i>Security</i>) only, the security requirements in Appendix 1 to this Schedule 16 (<i>Security</i>), and this definition shall apply to this Schedule 16 (<i>Security</i>) in place of the definition of Supplier Staff in Schedule 1 (<i>Definitions</i>);
"Standard Contractual Clauses"	the standard data protection clauses specified in Article 46 of the United Kingdom General Data Protection Regulation setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area;

Award Form, Crown Copyright 2025,

"Sub-contractor"

for the purposes of this Schedule 16 (*Security*) only, any individual or entity that:

- xxii. forms part of the supply chain of the Supplier; and
- xxiii. has access to, hosts, or performs any operation on or in respect of the Supplier Information Management System and the Government Data,

and this definition shall apply to this Schedule 16 in place of the definition of Subcontractor in Schedule 1 (*Definitions*);

"Supplier Information Management System"

- xxiv. those parts of the information and communications technology system and the Sites that the Supplier or its Sub-contractors will use to provide the Services; and
- xxv. the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);
- xxvi. Any Third-Party Tooling – to the extent they are in the control of the Supplier.

"Supplier Staff"

for the purposes of this Schedule 16 (*Security*) only, any individual engaged, directly or indirectly, or employed by the Supplier or any Sub-contractor (as that term is defined for the purposes of this Schedule 16 (*Security*)) in the management or performance of the Supplier's obligations under this Contract, and this definition shall apply to this Schedule 16 (*Security*) in place of the definition of Supplier Staff in Schedule 1 (*Definitions*);

"UKAS"

the United Kingdom Accreditation Service; and

Award Form, Crown Copyright 2025,

**"UKAS-recognised
Certification Body"**

- xxvii. an organisation accredited by UKAS to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022; or
- xxviii. an organisation accredited to provide certification of ISO/IEC27001:2013 and/or ISO/IEC27001:2022 by a body with the equivalent functions as UKAS in a state with which the UK has a mutual recognition agreement recognising the technical equivalence of accredited conformity assessment.

4. Introduction

4.1 This Schedule 16 (*Security*) sets out:

- 4.1.1 the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Contract to ensure the security of the Government Data, the Services and the Supplier Information Management System;
- 4.1.2 the assessment of this Contract as either a:
 - (a) standard consultancy agreement; or
 - (b) higher-risk consultancy agreement,
 in Paragraph 1;
- 4.1.3 the Buyer's access to the Supplier Staff and Supplier Information Management System, in Paragraph 6;
- 4.1.4 the Certification Requirements, in Paragraph 7;
- 4.1.5 in the case of higher-risk consultancy agreements, the requirements for a Security Management Plan in Paragraph 9.
- 4.1.6 the Security Requirements with which the Supplier and Sub-contractors must comply in Appendix 1.

5. Principles of security

- 5.1 The Supplier acknowledges that the Buyer places great emphasis on the confidentiality, integrity and availability of the Government Data and, consequently on the security of:
 - 5.1.1 the Sites;
 - 5.1.2 the Services; and
 - 5.1.3 the Supplier's Information Management System.

Award Form, Crown Copyright 2025,

5.2 The Supplier is responsible for:

5.2.1 the security, confidentiality, integrity and availability of the Government Data when that Government Data is under the control of the Supplier or any of its Sub-contractors; and

5.2.2 the security of the Supplier Information Management System.

5.3 The Supplier must:

5.3.1 comply with the Security Requirements in Appendix 1; and

5.3.2 ensure that each Sub-contractor that Handles Government Data complies with the Security Requirements in Appendix 1.

5.4 Where the Supplier, a Sub-contractor or any of the Supplier Staff is granted access to the Buyer System or to the Buyer Equipment, it must comply with and ensure that all such Subcontractors and Supplier Staff comply with, all rules, policies and guidance provided to it and as updated from time to time concerning the Buyer System or the Buyer Equipment.

5.5 The Supplier will demonstrate suitable data handling practices in compliance with current Data Protection laws (such as GDPR, Data Protection Act and Privacy and Electronic Communications Regulations 2006 and any successor data protection legislation) and DVSA Data Protection Policy. The Supplier is likely to access core data processed by DVSA which could be Personal Data or Special Category Data as defined by GDPR and the Data Protection Act 2018. It is not anticipated that DVSA data will be held on anything but DVSA devices and so no process for returning data is anticipated as part of this Agreement although this should be confirmed between the Supplier and DVSA at the end of the contract.

6. Access to Supplier Staff and Supplier Information Management System

6.1 The Buyer may require, upon providing the Supplier with at least twenty (20) Working Days' written notice, which shall include the scope and methods of any access and not more than once per annum during the Term, and the Supplier must provide the Buyer and its authorised representatives with:

6.1.1 access to the Supplier Staff;

6.1.2 evidence of the security controls of the Supplier Information Management System to audit the Supplier and its Sub-contractors' compliance with this Contract; and

6.1.3 such other information and/or documentation that the Buyer or its authorised representatives may reasonably require, to assist the Buyer to establish whether the arrangements which the Supplier and its Sub-contractors have implemented in order to ensure:

1. the security of the Government Data; and

2. the Supplier Information Management System are consistent with the representations in the Security Management Plan.

Award Form, Crown Copyright 2025,

- 6.2 The Supplier must provide the access required by the Buyer in accordance with Paragraph 6.1 within ten (10) Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Buyer with the access that it requires in accordance with the Supplier's incident management process.
- 6.3 The Supplier may decline any aspect of the proposed scope and methods on the basis that it:
 - 6.3.1 includes any technical vulnerability or penetration testing of the Supplier's system;
 - 6.3.2 may potentially breach Supplier's client confidentiality obligations; and/or
 - 6.3.3 is outside the scope of Services provided to the Customer under the Contract.
- 6.4 The Buyer will perform the security documentation audit during normal office hours and in such a way to cause as little disruption as reasonably possible.
- 6.5 If, by mutual agreement of the Buyer and Supplier, an audit demonstrates that any Sub-contractor is failing to comply with obligations under this Contract then, without prejudice to any other rights and remedies of the Buyer, Supplier shall take the agreed necessary steps to comply with, or procure compliance with, such obligations.

7. Certification Requirements

- 7.1 The Supplier shall ensure that, unless otherwise agreed by the Buyer, it is certified as compliant with:
 - 7.1.1 in the case of a standard consultancy agreement the option chosen by the Buyer in Paragraph 1; or
 - 7.1.2 in the case of a higher-risk consultancy agreement:
 - (a) either:
 - an ISO/IEC 27001:2022 certification by a UKAS-Recognised Certification Body in respect of the Supplier Information Management System (or an equivalent certification); or
 - where the Supplier Information Management System is included within the scope of a wider ISO/IEC 27001:2022 certification (or an equivalent certification) that certification; and
 - (c) Cyber Essentials Plus (or an equivalent certification) ("**Relevant Certifications**").
- 7.2 Unless otherwise agreed by the Buyer, the Supplier must provide the Buyer with a copy of the Relevant Certifications before it begins to provide the Services.
- 7.3 The Supplier must ensure that at the time it begins to provide the Services, the Relevant Certifications are:

Award Form, Crown Copyright 2025,

- 7.3.1 currently in effect;
 - 7.3.2 together, relate to the full scope of the Supplier Information System; and
 - 7.3.3 are not subject to any condition that may impact the provision of the Services.
- 7.4 The Supplier must notify the Buyer promptly, any in any event within three Working Days of becoming aware that:
- 7.4.1 a Relevant Certification in respect of the Supplier Information Management System has been revoked or cancelled by the body that awarded it;
 - 7.4.2 a Relevant Certification in respect of the Supplier Information Management System has expired and has not been renewed by the Supplier;
 - 7.4.3 the Relevant Certifications, together, no longer apply to the full scope of the Supplier Information Management System or
 - 7.4.4 the body that awarded a Relevant Certification has made it subject to conditions, the compliance with which may impact the provision of the Services (each a "**Certification Default**").
- 7.5 Where the Supplier has notified the Buyer of a Certification Default under Paragraph 7.4:
- 7.5.1 the Supplier must, within ten working Days of the date in which the Supplier provided notice under Paragraph 7.4 (or such other period as the Parties may agree) provide a draft plan (a "**Certification Rectification Plan**") to the Supplier setting out:
 - (a) full details of the Certification Default, including a root cause analysis;
 - (d) the actual and anticipated effects of the Certification Default;
 - (e) the steps the Supplier will take to remedy the Certification Default;
 - 7.5.2 the Buyer must notify the Supplier as soon as reasonably practicable whether it accepts or rejects the Certification Rectification Plan;
 - 7.5.3 if the Buyer rejects the Certification Rectification Plan, the Buyer must within five Working Days of the date of the rejection submit a revised Certification Rectification Plan and Paragraph 7.5.2 will apply to the re-submitted plan;
 - 7.5.4 the rejection by the Buyer of a revised Certification Rectification Plan is a material Default of this Contract; and
 - 7.5.5 if the Buyer accepts the Certification Rectification Plan, the Supplier must start work immediately on the plan.

Award Form, Crown Copyright 2025,

8. Government Data Handled using Supplier Information Management System

8.1 The Supplier acknowledges that the Supplier Information Management System:

- 8.1.1 is intended only for the Handling of Government Data that is classified as OFFICIAL; and
- 8.1.2 is not intended for the Handling of Government Data that is classified as SECRET or TOP SECRET,

in each case using the Government Security Classification Policy.

8.2 The Supplier must:

- 8.2.1 not alter the classification of any Government Data; and
- 8.2.2 if it becomes aware that any Government Data classified as SECRET or TOP SECRET is being Handled using the Supplier Information Management System:
 - (a) immediately inform the Buyer; and
 - (f) follow any instructions from the Buyer concerning that Government Data.

8.3 The Supplier must, and must ensure that Sub-contractors and Supplier Staff, when Handling Government Data, comply with:

- 8.3.1 the Expected Behaviours; and
- 8.3.2 the Security Controls.

8.4 Where there is a conflict between the Expected Behaviours or the Security Controls and this Schedule 16 (*Security*) the provisions of this Schedule 16 (*Security*) shall apply to the extent of any conflict.

8.5 The Supplier shall ensure that the Government Security Classification marking is applied when information and data is transmitted across all applicable networks and/or in line with DVSA requirements.

8.6 DVSA data, information assets or data related to the delivery of this contract must not be used in training of machine learning models by the Supplier without explicit consent of DVSA.

9. Security Management Plan

9.1 This Paragraph 9 applies only where the Buyer has assessed that this Contract is a higher-risk consultancy agreement.

Preparation of Security Management Plan

9.2 The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule 16 (*Security*) and the Contract in order to ensure the security of the Government Data and the Supplier Information Management System.

Award Form, Crown Copyright 2025,

- 9.3 The Supplier shall prepare and submit to the Buyer within twenty (20) Working Days of the date of this Call-Off Contract, the Security Management Plan, which must include:
- 9.3.1 an assessment of the Supplier Information Management System against the requirements of this Schedule 16 (Security), including Appendix 1;
 - 9.3.2 the process the Supplier will implement immediately after it becomes aware of a Breach of Security to restore normal operations as quickly as possible, minimising any adverse impact on the Government Data, the Buyer, the Services and/or users of the Services;
 - 9.3.3 the Remote Working Policy (where the Supplier or a Sub-contractor proposes to allow Supplier Staff to work from a Remote Location); and
 - 9.3.4 the following information in respect of each Sub-contractor:
 - (a) the Sub-contractor's:
 - legal name;
 - trading name (if any);
 - registration details (where the Sub-contractor is not an individual);
 - (g) the Sites used by the Sub-contractor;
 - (h) the Government Data Handled by the Subcontractor;
 - (i) the Handling that the Sub-contractor will undertake in respect of the Government Data;
 - (j) the measures the Sub-contractor has in place to comply with the requirements of this Schedule 16 (*Security*).
- 9.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:
- 9.4.1 an information security approval statement, which shall confirm that the Supplier may use the Supplier Information Management System to Handle Government Data; or
 - 9.4.2 a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.
- 9.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within ten (10) Working Days of the date of the rejection, or such other period agreed with the Buyer.
- Updating Security Management Plan**
- 9.6 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

Award Form, Crown Copyright 2025,

Monitoring

- 9.7 Where it directly affects Government Data, the Supplier shall notify the Buyer within two (2) Working Days after becoming aware of:
 - 9.7.1 a significant change to the components or architecture of the Supplier Information Management System;
 - 9.7.2 a new risk to the components or architecture of the Supplier Information Management System;
 - 9.7.3 a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;
 - (a) a change in the threat profile;
 - 9.7.4 a significant change to any risk component;
 - 9.7.5 a significant change in the quantity of Personal Data held within the Service;
 - 9.7.6 a proposal to change any of the Sites from which any part of the Services are provided; and/or
 - 9.7.7 an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 9.8 Within ten (10) Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.

(h) **Appendix 1: Security Requirements**

1. Location

- 9.9 Unless otherwise agreed with the Buyer, the Supplier must, and must ensure that its Subcontractors must, at all times, store, access or Handle Government Data either:
- 9.9.1 in the United Kingdom; or
 - 9.9.2 in a location permitted by and in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).
- 9.10 The Supplier must, and must ensure that its Sub-contractors store, access or Handle Government Data in a facility operated by an entity where:
- 9.10.1 the entity has entered into a binding agreement with the Supplier or Sub-contractor (as applicable);
 - 9.10.2 that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Schedule 16 (*Security*);
 - 9.10.3 the Supplier or Sub-contractor has taken reasonable steps to assure itself that:
 - (a) the entity complies with the binding agreement; and
 - (k) the Sub-contractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Handle the Government Data as required by this Schedule 16 (*Security*); and
 - 9.10.4 the Buyer has not given the Supplier a Prohibition Notice under Paragraph 1.3.
- 9.11 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not undertake or permit to be undertaken, the storage, access or Handling Government Data as specified in the notice (a "**Prohibited Activity**").
- 9.11.1 in any particular country or group of countries;
 - 9.11.2 in or using facilities operated by any particular entity or group of entities; or
 - 9.11.3 in or using any particular facility or group of facilities, whether operated by the Supplier, a Sub-contractor or a third-party entity (a "**Prohibition Notice**").
- 9.12 Where the Supplier or Sub-contractor, on the date of the Prohibition Notice undertakes any Relevant Activities affected by the notice, the Supplier must, and must procure that Sub-contractors, cease to undertake that Prohibited Activity within 40 Working Days of the date of the Prohibition Notice.

Award Form, Crown Copyright 2025,

10. Physical Security

10.1 The Supplier must ensure, and must ensure that Sub-contractors ensure, that:

- 10.1.1 all locations at which Government Data is Handled (**Secure Locations**) have the necessary physical protective security measures in place to prevent unauthorised access, damage and interference, whether malicious or otherwise, to that Government Data; and
- 10.1.2 the operator of each Secure Location has prepared a physical security risk assessment and a site security plan for the Secure Location.
- 10.1.3 The Supplier must ensure that physical locations used to store hardware associated with the delivery of this contract are only accessible to those individuals with a legitimate business need holding a valid business pass. Issuance of these passes must be tightly controlled.
- 10.1.4 Visitor access to physical locations used to store hardware associated with the delivery of this contract must be logged and any visitors must be escorted while on the premise.
- 10.1.5 Physical locations used to store hardware associated with delivery of this contract must be secure and alarmed when not in use.
- 10.1.6 Physical locations used to store hardware associated with delivery of this contract must be monitored at all times.

11. Vetting, Training and Staff Access

Vetting before performing or managing Services

11.1 The Supplier must not engage, and must ensure that Sub-contractors do not engage, Supplier Staff, in any activity relating to the performance and management of the Services unless:

- 11.1.1 that individual has passed the security checks listed in Paragraph 3.2; or
- 11.1.2 the Buyer has given prior written permission for a named individual to perform a specific role.

11.2 For the purposes of Paragraph 3.1, the security checks are:

- 11.2.1 the checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:
 - (a) the individual's identity;
 - (l) the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom;
 - (m) the individual's previous employment history; and

Award Form, Crown Copyright 2025,

- (n) that the individual has no Relevant Convictions; and
- 11.2.2 national security vetting clearance to the level specified by the Buyer for such individuals or such roles as the Buyer may specify; or
- 11.2.3 such other checks for the Supplier Staff of Sub-contractors as the Buyer may specify.

Exception for certain Sub-contractors

- 11.3 Where the Supplier considers it cannot ensure that a Sub-contractors will undertake the relevant security checks on any Supplier Staff, it must:
 - 11.3.1 as soon as practicable, and in any event within 20 Working Days of becoming aware of the issue, notify the Buyer;
 - 11.3.2 provide such information relating to the Sub-contractor, its vetting processes and the roles the affected Supplier Staff will perform as the Buyer reasonably requires; and
 - 11.3.3 comply, at the Supplier's cost, with all directions the Buyer may provide concerning the vetting of the affected Supplier Staff and the management of the Sub-contractor.

Induction and annual training

- 11.4 The Supplier must ensure, and ensure that Sub-contractors ensure, that all Supplier Staff, complete and pass security training at induction and at least once every calendar year thereafter. The training should cover:
 - 11.4.1 general training concerning security and data handling; and
 - 11.4.2 phishing, including the dangers from ransomware and other malware.
- 11.5 The Supplier must ensure that Supplier Staff with privileged access or staff in managerial roles undergo enhanced security and data protection training.

Staff access

- 11.6 The Supplier must ensure, and ensure that Sub-contractors ensure, that individual Supplier Staff can access only the Government Data necessary to allow individuals to perform their role and fulfil their responsibilities in the provision of the Services.
- 11.7 The Supplier must ensure, and ensure that Sub-contractors ensure, that where individual Supplier Staff no longer require access to the Government Data or any part of the Government Data, their access to the Government Data or that part of the Government Data is revoked immediately when their requirement to access Government Data ceases.
- 11.8 Where requested by the Buyer, the Supplier must remove, and must ensure that Sub-contractors remove, an individual Supplier Staff's access to the Government Data or part of that Government Data specified by the Buyer as soon as practicable and in any event within 24 hours of the request.

Remote Working

- 11.9 The Supplier must ensure, and ensure that Sub-contractors ensure, that:

Award Form, Crown Copyright 2025,

- 11.9.1 unless approved in writing by the Buyer, Privileged Users , working on the Services being provided under this contract, do not undertake Remote Working; and
 - 11.9.2 where the Buyer permits Remote Working by Privileged Users, , working on the Services being provided under this contract, the Supplier ensures, and ensures that Sub-contractors ensure, that such Remote Working takes place only in accordance with any conditions imposed by the Buyer.
 - 11.9.3 The Buyer accepts that for the Supplier Systems, all Privileged Users are subjected to rigorous security controls such as the use of Privilege Access Management software to monitor, log and report activities.
- 11.10 Where the Supplier or a Sub-contractor wishes to permit Supplier Staff to undertake Remote Working, it must:
- 11.10.1 prepare and have approved by the Buyer the Remote Working Policy in accordance with this Paragraph;
 - 11.10.2 undertake and, where applicable, ensure that any relevant Sub-contractors undertake, all steps required by the Remote Working Policy;
 - 11.10.3 ensure that Supplier Staff undertake Remote Working only in accordance with the Remote Working Policy; and
 - 11.10.4 may not permit any Supplier Staff of the Supplier or any Sub-contractor to undertake Remote Working until the Remote Working Policy is approved by the Buyer.
- 11.11 The Remote Working Policy must include or make provision for the following matters:
- 11.11.1 restricting or prohibiting Supplier Staff from printing documents in any Remote Location;
 - 11.11.2 restricting or prohibiting Supplier Staff from downloading any Government Data to any End-user Device other than an End-user Device that:
 - (a) is provided by the Supplier or Sub-contractor (as appropriate); and
 - (o) complies with the requirements set out in Paragraph 4 (*End-user Devices*);
 - 11.11.3 ensuring that Supplier Staff comply with the Expected Behaviours (so far as they are applicable);
 - 11.11.4 giving effect to the Security Controls (so far as they are applicable); and
 - 11.11.5 for each different category of Supplier Staff subject to the proposed Remote Working Policy:

Award Form, Crown Copyright 2025,

- (a) the types and volumes of Government Data that the Supplier Staff can Handle in a Remote Location and the Handling that those Supplier Staff will undertake;
- (p) any identified security risks arising from the proposed Handling in a Remote Location;
- (q) the mitigations, controls and security measures the Supplier or Sub-contractor (as applicable) will implement to mitigate the identified risks; and
- (r) the business rules with which the Supplier Staff must comply.

11.12 The Supplier may submit a proposed Remote Working Policy to the Buyer for consideration at any time.

12. End-user Devices

12.1 The Supplier must manage, and must ensure that all Sub-contractors manage, all End-user Devices on which Government Data is stored or Handled in accordance the following requirements:

- 12.1.1 the operating system and any applications that store, handle or have access to Government Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
- 12.1.2 users must authenticate before gaining access;
- 12.1.3 all Government Data must be encrypted using a encryption tool agreed to by the Buyer;
- 12.1.4 the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
- 12.1.5 the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Government Data;
- 12.1.6 the Supplier or Sub-contractor, as applicable, can, without physical access to the End-user Device, remove or make inaccessible all Government Data on the device and prevent any user or group of users from accessing the device; and
- 12.1.7 all End-user Devices are within in the scope of any current Cyber Essentials Plus certificate held by the Supplier, or any ISO/IEC 27001:2018 certification issued by a UKAS-Recognised Certification Body (or equivalent certifications), where the scope of that certification includes the Services.

12.2 The Supplier must comply, and ensure that all Sub-contractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Contract.

Award Form, Crown Copyright 2025,

12.3 Where there any conflict between the requirements of this Schedule 16 (*Security*) and the requirements of the NCSC Device Guidance, the requirements of this Schedule will take precedence.

13. Encryption

13.1 Unless Paragraph 5.2 applies, the Supplier must ensure, and must ensure that all Sub-contractors ensure, that Government Data is encrypted (such as TLS 1.2 or above):

13.1.1 when stored at any time when no operation is being performed on it; and

13.1.2 when transmitted.

13.2 Where the Supplier, or a Sub-contractor, cannot encrypt Government Data as required by Paragraph 5.1, the Supplier must:

13.2.1 immediately inform the Buyer of the subset or subsets of Government Data it cannot encrypt and the circumstances in which and the reasons why it cannot do so;

13.2.2 provide details of the protective measures the Supplier or Sub-contractor (as applicable) proposes to take to provide equivalent protection to the Buyer as encryption;

13.2.3 provide the Buyer with such information relating to the Government Data concerned, the reasons why that Government Data cannot be encrypted and the proposed protective measures as the Buyer may require.

13.3 The Buyer, the Supplier and, where the Buyer requires, any relevant Sub-contractor shall meet to agree appropriate protective measures for the unencrypted Government Data.

13.4 This Paragraph applies where the Buyer has assessed that this Contract is a higher-risk consultancy agreement.

13.5 Where the Buyer and Supplier reach agreement, the Supplier must update the Security Management Plan to include:

13.5.1 the subset or subsets of Government Data not encrypted and the circumstances in which that will occur; and

13.5.2 the protective measure that the Supplier and/or Sub-contractor will put in place in respect of the unencrypted Government Data.

13.6 Where the Buyer and Supplier do not reach agreement within 40 Working Days of the date on which the Supplier first notified the Buyer that it could not encrypt certain Government Data, either party may refer the matter to be determined by an expert in accordance with the Dispute Resolution Procedure.

14. Backup and recovery of Government Data

14.1 The Supplier must ensure that the Supplier System:

Award Form, Crown Copyright 2025,

14.1.1 backs up and allows for the recovery of Government Data to achieve the recovery point and recovery time objectives in line with the Supplier's policies and processes, or in accordance with Good Industry Practice where the Buyer has not specified; and

14.1.2 retains backups of the Government Data in accordance with Good Industry Practice.

14.2 The Supplier must ensure the Supplier System:

14.2.1 uses backup location for Government Data that are physically and logically separate from the rest of the Supplier System;

14.2.2 the backup system monitors backups of Government Data to:

(a) identifies any backup failure; and

(s) confirm the integrity of the Government Data backed up;

14.2.3 any backup failure is remedied promptly;

14.2.4 the backup system monitors the recovery of Government Data to:

(a) identify any recovery failure; and

(t) confirm the integrity of Government Data recovered; and

14.2.5 any recovery failure is promptly remedied.

15. Access Control

15.1 The Supplier must, and must ensure that all Sub-contractors:

15.1.1 identify and authenticate all persons who access the Supplier Information Management System and Sites before they do so;

15.1.2 require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;

15.1.3 allow access only to those parts of the Supplier Information Management System and Sites that those persons require; and

15.1.4 maintain records detailing each person's access to the Supplier Information Management System and Sites, and make those records pertaining to the services relevant to this contract available to the Buyer, as part of an audit or where there is an incident affecting Government Data.

15.2 The Supplier must ensure, and must ensure that all Sub-contractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:

15.2.1 are accessible only from dedicated End-user Devices;

15.2.2 are configured so that those accounts can only be used for system administration tasks;

15.2.3 require passwords with high complexity that are changed regularly; and

Award Form, Crown Copyright 2025,

- 15.2.4 automatically log the user out of the Supplier Information Management System after a period of time that is proportionate to the risk environment during which the account is inactive.
- 15.3 The Supplier must require, and must ensure that all Sub-contractors require, that Privileged Users use unique and substantially different passwords for their different accounts on the Supplier Information Management System.
- 15.4 The Supplier must, and must ensure that all Sub-contractors:
 - 15.4.1 configure any hardware that forms part of the Supplier Information Management System that is capable of requiring a password before it is accessed to require a password; and
 - 15.4.2 change the default password of that hardware to a password of high complexity that is substantially different from the password required to access similar hardware.

16. Malicious Software

- 16.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier Information Management System.
- 16.2 The Supplier shall ensure that such Anti-virus Software:
 - 16.2.1 prevents the installation of the most common forms of Malicious Software in the Supplier Information Management System;
 - 16.2.2 is configured to perform automatic software and definition updates;
 - 16.2.3 performs regular scans of the Supplier Information Management System to check for and prevent the introduction of Malicious Software; and
 - 16.2.4 where Malicious Software has been introduced into the Supplier Information Management System, identifies, contains the spread of, and minimises the impact of Malicious Software.
- 16.3 If Malicious Software is found, the Parties shall cooperate 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 Services to their desired operating efficiency.
- 16.4 Any Breach of Security caused by Malicious Software where the Breach of Security arose from a failure by the Supplier, or a Subcontractor, to comply with this Paragraph 8 is a material Default.

17. Security Testing

- 17.1 This Paragraph applies only where the Buyer has assessed that this Contract is a higher-risk consultancy agreement.

Note: the definition of Supplier Information Management System includes those information and communications technology systems that Sub-

Award Form, Crown Copyright 2025,

contractors will use to assist or contribute to the Supplier providing the Services.

17.2 The Supplier must before providing the Services and when reasonably requested by the Buyer, either:

17.2.1 provide details of any security testing undertaken by a CHECK Service Provider in respect of the Supplier Information Management System in the calendar year immediately preceding the Buyer's request or the Effective Date (as appropriate), including:

- (a) the parts of the Supplier Information Management System tested;
- (u) a full, unedited and unredacted copy of the testing report; and
- (v) the remediation plan prepared by the Supplier to address any vulnerabilities disclosed by the security testing; and
- (w) the Supplier's progress in implementing that remediation plan; or

17.2.2 where no such testing was undertaken, conduct security testing of the Supplier Information Management System by:

- (a) engaging a CHECK Service Provider and ensuring that the CHECK Service Provider uses a qualified CHECK Team Leader and CHECK Team Members to perform the testing;
- (x) designing and implementing the testing so as to minimise its impact on the Supplier Information Management System and the delivery of the Services; and
- (y) providing the Buyer with a full, unedited and unredacted copy of the testing report without delay and in any event within ten Working Days of its receipt by the Supplier.

17.3 The Supplier must remediate any vulnerabilities in line with Cyber Essentials Plus and the Supplier's Global Vulnerability and Patch Management Standard.

17.3.1 before Handling Buyer data where the vulnerability is discovered; and

18. Breach of Security

18.1 If either party becomes aware of a Breach of Security it shall notify the other as soon as reasonably practicable after becoming aware of the breach, and in any event within 72 hours.

18.2 The Supplier must, upon becoming aware of a Breach of Security immediately take those steps identified in the Security Management Plan and all other reasonably steps necessary to:

- 18.2.1 minimise the extent of actual or potential harm caused by such Breach of Security;
- 18.2.2 remedy such Breach of Security to the extent possible;
- 18.2.3 apply a tested mitigation against any such Breach of Security; and

Award Form, Crown Copyright 2025,

- 18.2.4 prevent a further Breach of Security in the future which exploits the same root cause failure.
- 18.3 If the Supplier becomes aware of a Breach of Security that impacts or has the potential to impact the Government Data, it shall:
 - 18.3.1 notify the Buyer as soon as reasonably practicable after becoming aware of the breach, and in any event within 72 hours;
 - 18.3.2 provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction;
 - 18.3.3 where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer; and
 - 18.3.4 where the Breach of Security results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, undertake any communication or engagement activities required by the Buyer with the individuals affected by the Breach of Security.
- 18.4 As soon as reasonably practicable and, in any event, within five Working Days, or such other period agreed with the Buyer, following the Breach of Security or attempted Breach of Security, provide to the Buyer full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Buyer.
- 18.5 The Supplier must take the steps required by Paragraph 10.2 at its own cost and expense.

19. Sub-contractors

- 19.1 The Supplier must, before entering into a binding Subcontract with any Subcontractor:
 - 19.1.1 undertake sufficient due diligence of the proposed Subcontractor to provide reasonable assurance that the proposed Subcontractor can perform the obligations that this Schedule requires the Supplier ensure that the proposed Subcontractor performs;
 - 19.1.2 keeps adequate records of the due diligence it has undertaken in respect of the proposed Subcontractors; and
 - 19.1.3 provides those records to the Buyer on request.

20. Third-party software and tools

- 20.1 Before using any software or tool, the Supplier must:
 - 20.1.1 perform adequate due diligence to determine whether there are any recognised security vulnerabilities with that software or tool; and
 - 20.1.2 where there are any recognised security vulnerabilities, either:

Award Form, Crown Copyright 2025,

- (a) remedy vulnerabilities; or
- (z) ensure that the design of the Service mitigates those vulnerabilities;
- 20.1.3 keep adequate records of the due diligence and efforts to remedy or mitigate identified vulnerabilities; and
- 20.1.4 provide the Buyer with copies of those records on request.
- 20.2 The Supplier must ensure that all software used to provide the Services remains at all times in full security support, including any extended or bespoke security support.

21. Deletion and return of Government Data

- 21.1 The Supplier must, and must ensure that all Sub-contractors, securely erase any or all Government Data held by the Supplier or Sub-contractor when requested to do so by the Buyer using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted.
- 21.2 Paragraph 13.1 does not apply to Government Data:
 - 21.2.1 that is Personal Data in respect of which the Supplier is a Controller;
 - 21.2.2 to which the Supplier has rights to handle independently from this Contract; or
 - 21.2.3 in respect of which, the Supplier is under an obligation imposed by Law regulation or industry best practice to retain.
- 21.3 The Supplier must, and must ensure that all Sub-contractors, provide the Buyer with copies of any or all Government Data held by the Supplier or Sub-contractor:
 - 21.3.1 when requested to do so by the Buyer; and
 - 21.3.2 using the method specified by the Buyer.
- 21.4 Supplier devices at End of Life will be securely wiped in accordance with HMG IA Standard No.5: Secure Sanitisation.

22. Risk Ledger

- 22.1 The Supplier must connect with DVSA by creating a profile on Risk Ledger within 3 working days of the start of the contract, and complete the appropriate questionnaire on the Risk Ledger tool within 20 working days of the start date of the contract. During engaging with the Risk Ledger “emerging threats” functionality or when using the discussion feature requesting a response about a vulnerability or threat, the Potential Provider must respond with 2 days of the notification or sooner should the vulnerability or threat warrant it.

23. Network Security.

- 23.1 The Supplier’s networks must be configured in a secure manner with network boundaries configured to prevent connections by unauthorised users and in line with industry best practice. Networks should be appropriately segregated into different trust zones based on sensitivity.

Award Form, Crown Copyright 2025,

- 23.2 Information systems handling DVSA data or information assets must be logically separate from those handling data belonging to other customers.
- 23.3 The Supplier must maintain separate environments for development, testing and live. These must be separate from each other. Live data should never enter the development or testing environments without explicit consent of DVSA.

Award Form, Crown Copyright 2025,

Schedule 17 (Service Recipients)

1. When you should use this Schedule

- 1.1 This Schedule is required where Service Recipients want to join with the Buyer to efficiently contract collectively under a single Contract rather than as separate individual buyers under separate contracts.

2. Definitions

- 2.1 **"Service Recipients"** means a person named as such in Annex 1 to this Schedule which shall be incorporated into the Award Form.

3. Service Recipients benefits under this Contract

- 3.1 The Buyer has entered into this Contract both for its own benefit and for the benefit of the Service Recipients.
- 3.2 The Service Recipients who are to benefit under this Contract are identified in Annex 1 to this Schedule which shall be included into the Award Form.
- 3.3 Service Recipients shall have all of the rights granted to the Buyer under this Contract as if they had been parties to this Contract themselves. Accordingly, where the context requires in order to assure the Service Recipients rights and benefits under this Contract, and unless the Buyer otherwise specifies, references to the Buyer in this Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Service Recipients.
- 3.4 Each of the Service Recipients will be a third-party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of this Contract pursuant to CRTPA.
- 3.5 The Parties to this Contract may in accordance with its provisions vary, terminate or rescind this Contract or any part of it, without the consent of any Service Recipient.
- 3.6 The enforcement rights granted to Service Recipients under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of this Contract on behalf of a Service Recipient;
 - 3.6.2 any claim from a Service Recipient under the CRTPA to enforce this Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Service Recipient to do so;
 - 3.6.3 the Buyer will ensure that Service Recipients comply with the Dispute Resolution Procedure in respect of any Disputes that involve a Service Recipient; and
 - 3.6.4 the Supplier's limits and exclusions of liability in this Contract shall apply to any claim to enforce this Contract made by the Buyer on behalf of a Service Recipient and to any claim to enforce this Contract made by a Service Recipient acting on its own behalf.

Award Form, Crown Copyright 2025,

- 3.7 Other terms and conditions applicable to the provision of the Deliverables to any Service Recipient are as follows:
 - 3.7.1 if a Service Recipient needs to comply with an obligation or responsibility of the Buyer to allow the Supplier to provide the Deliverables, the Buyer will remain responsible for this compliance, but compliance by the Service Recipient will be deemed to be compliance by the Buyer;
 - 3.7.2 to the extent that the Service Recipient receives the benefit of the Services, the term "Government Data" will be deemed to extend to any data of the Service Recipient;
 - 1.a.1 during the Contract Period, the Buyer and the Supplier may agree in writing to remove or add Service Recipients from the scope of this Contract and, as necessary, adjusting the Charges on an equitable basis, provided that such changes are in all cases compliant with Section 74 of the Procurement Act 2023.
- 3.8 If the Buyer and Supplier agree to remove or add a Service Recipient pursuant to Paragraph 3.7.3:
 - 3.8.1 the Buyer may request that the Supplier provide Termination Assistance; and
 - 3.8.2 the Supplier will, if requested by the Buyer as a result of any UK Government reorganisation, provide the Services to any new UK Government entity designated by the Buyer.
- 3.9 Notwithstanding that Service Recipients shall each receive the same Services from the Supplier the following adjustments will apply in relation to how this Contract will operate in relation to the Buyer and Service Recipients:
 - 3.9.1 Services will be provided by the Supplier to each Service Recipient and Buyer separately;
 - 3.9.2 the Supplier's obligation in regards to reporting will be owed to each Service Recipient and Buyer separately;
 - 3.9.3 the Buyer and Service Recipients shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.9.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Service Recipients;
 - 3.9.5 the Charges to be paid for the Deliverables shall be calculated on a per Service Recipient and Buyer basis and each Service Recipient and the Buyer shall be responsible for paying their respective Charges;
 - 3.9.6 the Key Performance Indicators and corresponding Service Credits will be calculated in respect of each Service Recipient and Buyer, and they will be reported and deducted against Charges due by each respective Service Recipient and Buyer; and
 - 3.9.7 such further adjustments as the Buyer and each Service Recipient may notify to the Supplier from time to time.

Award Form, Crown Copyright 2025,

Annex – Service Recipients

The Deliverables shall also be provided for the benefit of the following Service Recipients: NOT USED

Award Form, Crown Copyright 2025,

Schedule 18 (Prompt Payment)

1. Definitions

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

"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017; and
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract.

2. Visibility of Payment Practice

2.1 If this Contract has at the Effective Date an anticipated contract value in excess of £5 million per annum (including VAT) averaged over this Contract Period and without prejudice to Clause 4.6 and Clause 8.2.3, the Supplier shall:

- 2.1.1 pay any sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) on the earlier of:
 - 1. the date set out for payment in the relevant Sub-contract or Unconnected Sub-contract; or
 - 2. the date that falls sixty (60) days after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
 - 2.1.2 pay all sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) within an average of fifty-five (55) days or less after the day on which the Supplier receives an invoice (or otherwise has notice of an amount for payment); and
 - 2.1.3 include within the Supply Chain Information Report a summary of its compliance with this Paragraph 2.1, such data to be certified every six months by a director of the Supplier as being accurate and not misleading.
- 2.2 If any Supply Chain Information Report shows that in either of the last two six month periods the Supplier failed to pay 95% or above of all Sub-contractor

or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt, or the Supplier's average payment days is greater than fifty-five (55) days after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment), the Supplier shall provide to the Buyer within 15 Working Days of submission of the latest Supply Chain Information Report an action plan (the "**Action Plan**") for improvement. The Action Plan shall include, but not be limited to, the following:

- 2.2.1 (where relevant) identification of the primary causes of failure to pay 95% or above of all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within sixty (60) days of receipt;
 - 2.2.2 (where relevant) identification of the primary causes of failure to pay all Sub-contractor or Unconnected Sub-contractor invoices (or other notice of an amount for payment) within an average of fifty-five (55) days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment);
 - 2.2.3 actions to address each of the causes set out in Paragraph 2.2.1 and/or 2.2.2; and
 - 2.2.4 mechanism for and commitment to regular reporting on progress to the Supplier's Board.
- 2.3 Where the Supplier fails to pay any sums due to any Sub-contractor or Unconnected Sub-contractor in accordance with the terms set out in the relevant Sub-contract or Unconnected Sub-contract, the Action Plan shall include details of the steps the Supplier will take to address this.
- 2.4 The Supplier shall comply with the Action Plan or any similar action plan connected to the payment of Sub-contractors or Unconnected Sub-contractors which is required to be submitted to the Buyer as part of the procurement process and such action plan shall be included as part of the Supplier's Solution (to the extent it is not already included).
- 2.5 If the Supplier notifies the Buyer (whether in a Supply Chain Report or otherwise) that the Supplier has failed to pay 95% or above of its Unconnected Sub-contractors within sixty (60) days after the day on which the Supplier receives an invoice or otherwise has notice of an amount for payment, or pay all sums which are due from it to any Sub-contractor or Unconnected Sub-contractor pursuant to any invoice (or other notice of an amount for payment) within an average of fifty-five (55) days or less after the day on which the Supplier received an invoice (or otherwise had notice of an amount for payment), or the Buyer otherwise discovers the same, the Buyer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

Schedule 19 (Corporate Resolution Planning)

1. Definitions

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

"Accounting Reference Date"	in each year the date to which the Supplier publishes its annual audited financial statements;
"Annual Revenue"	<p>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:</p> <p>figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and</p> <p>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;</p>
"Assurance"	written confirmation from a Relevant Buyer to the Supplier that the CRP Information is approved by the Relevant Buyer;
"Cabinet Office Markets and Suppliers Team"	the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Corporate Change Event"	<p>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>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 Services;</p>

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 Services;

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;

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;

payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding twenty five percent (25%) of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period;

an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

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;

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

	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;
"Corporate Change Event Grace Period"	a grace period agreed to by the Relevant Buyer for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;
"Corporate Resolvability Assessment (Structural Review)"	part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule;
"Critical National Infrastructure"	<p>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:</p> <p>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</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p>
"Critical Service Contract"	the overall status of the Services provided under this Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;
"CRP Information"	<p>the corporate resolution planning information, together, the:</p> <p>Exposure Information (Contracts List);</p> <p>Corporate Resolvability Assessment (Structural Review); and</p> <p>Financial Information and Commentary</p>

Award Form, Crown Copyright 2025,

"Exposure Information (Contracts List)"	part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 1 of this Schedule;
"Financial Information and Commentary"	part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 3 of this Schedule;
"Public Sector Dependant Supplier"	a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over fifty percent (50%) is generated from UK Public Sector Business;
"Relevant Buyer" or "Relevant Buyers"	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;
"Strategic Suppliers"	those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"UK Public Sector Business"	any goods, service or works provision to UK public sector bodies, including Crown Bodies 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; and
"Valid"	in respect of an Assurance, has the meaning given to it in Paragraph 3.7 of this Schedule.

(B) CORPORATE RESOLUTION PLANNING**2. Service Status and Supplier Status**

- 2.1 This Contract 'is' a Critical Service Contract.
- 2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team, in writing within five (5) Working Days of the Effective Date and throughout the Contract Period within one hundred and twenty (120) days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

Award Form, Crown Copyright 2025,

3. Provision of Corporate Resolution Planning (CRP) Information

- 3.1 Paragraphs 3 to 5 shall apply if this Contract has been specified as a Critical Service Contract under Paragraph 2.1 of this Schedule or the Supplier is or becomes a Public Sector Dependent Supplier.
- 3.2 Subject to Paragraphs 3.6, 3.10 and 3.11 of this Schedule:
 - 3.2.1 where this Contract is a Critical Service Contract, the Supplier shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the Effective Date; and
 - 3.2.2 except where it has already been provided in accordance with Paragraph 3.2.1 where the Supplier is a Public Sector Dependent Supplier, it shall provide the Relevant Buyer or Relevant Buyers with the CRP Information within sixty (60) days of the date of the Relevant Buyer's or Relevant Buyers' request.
- 3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule:
 - 3.3.1 is full, comprehensive, accurate and up to date;
 - 3.3.2 is split into three parts:
 - (a) Exposure Information (Contracts List) ;
 - (b) Corporate Resolvability Assessment (Structural Review);
 - (c) Financial Information and Commentaryand is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);
 - 3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Relevant Buyer or Relevant Buyers to understand and consider the information for approval;
 - 3.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and
 - 3.3.5 complies with the requirements set out at Annex 1 (*Exposure Information (Contracts List)*), Annex 2 (*Corporate Resolvability Assessment (Structural Review)*) and Annex 3 (*Financial Information and Commentary*) respectively.
- 3.4 Following receipt by the Relevant Buyer or Relevant Buyers of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9 of this Schedule, the Buyer shall procure that the Relevant Buyer or Relevant Buyers discuss in

Award Form, Crown Copyright 2025,

good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier and either provide an Assurance to the Supplier that Relevant Buyer or Relevant Buyers approve the CRP Information or that Relevant Buyer or Relevant Buyers reject the CRP Information.

3.5 If the Relevant Buyer or Relevant Buyers reject the CRP Information:

3.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

3.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Relevant Buyer's or Relevant Buyers' comments, and shall re-submit the CRP Information to the Relevant Buyer or Relevant Buyers for approval within thirty (30) days of the date of the Relevant Buyer's or Relevant Buyers' rejection. The provisions of Paragraphs 3.3 to 3.5 of this Schedule shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.

3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a Crown Body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that Crown Body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Relevant Buyer or Relevant Buyers on or before the date on which the CRP Information would otherwise have been required.

3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 of this Schedule if:

3.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than twelve (12) months has elapsed since it was issued and no more than eighteen (18) months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

3.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if this Contract had then been in force) have occurred since the date of issue of the Assurance.

3.8 If this Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of this Schedule its initial CRP Information) to the Relevant Buyer or Relevant Buyers:

Award Form, Crown Copyright 2025,

- 3.8.1 Within fourteen (14) days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11 of this Schedule) unless the Supplier is relieved of the consequences of the Financial Distress Event (Schedule 24 (*Financial Difficulties*))
- 3.8.2 Within thirty (30) days of a Corporate Change Event unless:
 - (a) the Supplier requests and the Relevant Buyer (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Relevant Buyer (acting reasonably) but shall in any case be no longer than six (6) months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Relevant Buyer to enable it to understand the nature of the Corporate Change Event and the Relevant Buyer shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or
 - (b) not required pursuant to Paragraph 3.10;
- 3.8.3 within thirty (30) days of the date that:
 - (a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
 - (b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and
- 3.8.4 in any event, within six (6) months after each Accounting Reference Date or within fifteen (15) months of the date of the previous Assurance received from the Relevant Buyer (whichever is the earlier), unless:
 - (a) updated CRP Information has been provided under any of Paragraphs 3.8.1, 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than twelve (12) months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or
 - (b) not required pursuant to Paragraph 3.10.
- 3.9 Where the Supplier is a Public Sector Dependent Supplier and this Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8.1 to 3.8.4 of this Schedule, the Supplier shall provide at the request of the Relevant Buyer or Relevant Buyers and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Relevant Buyer or Relevant Buyers.

Award Form, Crown Copyright 2025,

3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

3.10.1 AA3 or better from Moody's;

3.10.2 AA- or better from Standard and Poor's;

3.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event under Paragraph 6 of Schedule 24 (*Financial Difficulties*)) (as defined in Schedule 24 (*Financial Difficulties*)) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with Paragraph 3.8.

3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Relevant Buyer or Relevant Buyers that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Relevant Buyer or Relevant Buyers, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Relevant Buyer or Relevant Buyers to the extent required under Paragraph 3.8.

4. Termination Rights

4.1 The Buyer shall be entitled to terminate this Contract under Clause 14.4 (*Ending this Contract*) if the Supplier is required to provide CRP Information under Paragraph 3 of this Schedule and either:

4.1.1 the Supplier fails to provide the CRP Information within 4 months of the Effective Date if this is a Critical Service Contract or otherwise within four (4) months of the Relevant Buyer's or Relevant Buyers' request; or

4.1.2 the Supplier fails to obtain an Assurance from the Relevant Buyer or Relevant Buyers within four (4) months of the date that it was first required to provide the CRP Information under this Contract.

5. Confidentiality and usage of CRP Information

5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of Critical National Infrastructure and to enable contingency planning to maintain service continuity for end users and protect Critical National Infrastructure in such eventuality.

5.2 Where the Relevant Buyer is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage

Award Form, Crown Copyright 2025,

Contract with the Supplier containing terms no less stringent than those placed on the Buyer under Paragraph 5.1 of this Schedule and Clause 19 (*What you must keep Confidential*).

- 5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Relevant Buyer or Relevant Buyers pursuant to Paragraph 3 of this Schedule subject, where necessary, to the Relevant Buyer or Relevant Buyers entering into an appropriate confidentiality Contract in the form required by the third party.
- 5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:
 - 5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;
 - 5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:
 - (a) summarising the information;
 - (b) grouping the information;
 - (c) anonymising the information; and
 - (d) presenting the information in general terms.
- 5.5 The Supplier shall provide the Relevant Buyer or Relevant Buyers with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

Annex – Exposure: Critical Contracts List

- 1 The Supplier shall:
 - a. provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
 - b. are with any UK public sector bodies including: Crown Bodies and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local Buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;
 - c. are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1.1 of this Annex and where the member of the Supplier Group is acting as a key sub-contractor under this Contract with the end recipient; or

Award Form, Crown Copyright 2025,

- d. involve or could reasonably be considered to involve Critical National Infrastructure;
- e. provide the Relevant Buyer with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link

Annex – Corporate Resolvability Assessment (Structural Review)

34. The Supplier shall:

- a. provide sufficient information to allow the Relevant Buyer to understand the implications on the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event.
- b. ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- c. provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and Critical National Infrastructure agreements listed pursuant to Annex 1 and the dependencies between each.

Annex – Financial Information And Commentary

35. The Supplier shall:

- a. provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Relevant Buyer to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
 - b. ensure that the information is presented in a simple, effective and easily understood manner.
- 1.1 For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management

Award Form, Crown Copyright 2025,

accounts (disclosure of which to the Relevant Buyer remains protected by confidentiality).

Award Form, Crown Copyright 2025,

Schedule 20 (Processing Data)

1. Status of the Controller

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

1.1.1 "Controller" in respect of the other Party who is "Processor";

1.1.2 "Processor" in respect of the other Party who is "Controller";

1.1.3 "Joint Controller" with the other Party;

1.1.4 "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.

2. Where one Party is Controller and the other Party its Processor

- 2.1 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 and may not be determined by the Processor.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 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:
- 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
- 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
- 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data and assurance that those measures comply with any Security Requirements; and
- 2.3.5 providing assurance that the measures referred to in Paragraph 2.3.5 comply with the Security Requirements.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Contract:

Award Form, Crown Copyright 2025,

- 2.4.1 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 promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in this Schedule 20, Clause 18 of the Core Terms and Schedule 16 (*Security*) (if used) (which the Controller may reasonably reject (including, where applicable, in accordance with its rights of rejection under those provisions) but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 2.4.3 ensure that:
 - (a) the Processor Personnel do not Process Personal Data except in accordance with this Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are subject to any staff vetting required by this Contract, including the Security Requirements (if any) and Clauses 18 (*Data protection*), 19 (*What you must keep confidential*) and 20 (*When you can share information*);
 - (ii) are aware of and comply with the Processor's duties under this Schedule 20, the Security Requirements, and Clauses 18 (*Data protection*), 19 (*What you must keep confidential*) and 20 (*When you can share information*);
 - (iii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iv) 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 this Contract; and

Award Form, Crown Copyright 2025,

- (v) have undergone adequate training in the use, care, protection and handling of Personal Data (including any training required by the Security Requirements);
- 2.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:
 - (i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
 - (ii) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 2.4.4(a); and
 - (iii) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
 - (A) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.4.4(a);
 - (B) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 2.4.4(a); and/or

Award Form, Crown Copyright 2025,

(C) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 2.4.4(a)(ii) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:

where the transfer is subject to UK GDPR:

the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) of the DPA 2018 (the "**IDTA**"); or

the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or

where the transfer is subject to EU GDPR, the EU SCCs,

as well as any additional measures determined by the Controller being implemented by the importing party;

the Data Subject has enforceable rights and effective legal remedies;

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

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

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

Subject to Paragraph 2.6 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Contract it:

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

Award Form, Crown Copyright 2025,

- receives a request to rectify, block or erase any Personal Data;
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
- 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
- becomes aware of a Data Loss Event.

The Processor's obligation to notify under Paragraph 2.5 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.

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 2.5 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- the Controller with full details and copies of the complaint, communication or request;
- 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;
- the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- assistance as requested by the Controller following any Data Loss Event; and/or
- assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.

The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:

- the Controller determines that the Processing is not occasional;
- 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

Award Form, Crown Copyright 2025,

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

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

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

Before allowing any Subprocessor to Process any Personal Data related to this Contract, the Processor must:

notify the Controller in writing of the intended Subprocessor and Processing;

obtain the written consent of the Controller;

enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and

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

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

The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office or any other regulatory authority.

Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under this 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 (*Joint Controller Agreement*) to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

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.

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.

Where a Party has provided Personal Data to the other Party in accordance with Paragraph 4.2 of this Schedule 20 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.

Award Form, Crown Copyright 2025,

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 this Contract.

The Parties shall only provide Personal Data to each other:

to the extent necessary to perform their respective obligations under this Contract;

in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects);

where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 4.5.3(a); and

in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 4.5.3(a);

Award Form, Crown Copyright 2025,

the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 4.5.3(a); and/or

fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 4.5.3(a)(ii) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:

where the transfer is subject to UK GDPR:

the International Data Transfer Agreement (the "**IDTA**") ""as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or

the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;

the Data Subject has enforceable rights and effective legal remedies;

the transferring Party 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 non-transferring Party in meeting its obligations); and

the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

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

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

Award Form, Crown Copyright 2025,

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.

A Party Processing Personal Data for the purposes of this 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.

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 this Contract ("**Request Recipient**"):

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

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:

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

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.

Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to this Contract and shall:

do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;

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

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

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.

Award Form, Crown Copyright 2025,

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

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

Notwithstanding the general application of Paragraphs 2.1 to 2.13 of this Schedule 20 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 4.2 to 4.12 of this Schedule 20.

Annex - Processing Personal Data

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

a. 1.1 The contact details of the Buyer's Data Protection Officer are:

[Redacted]

[Redacted]

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

[Redacted]

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• The ServiceNow managed service – including administration, support and development of the ServiceNow platform within DVSA <p>The Parties are Independent Controllers of Personal Data</p>

Award Form, Crown Copyright 2025,

	<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"> • Personally identifiable information of Supplier Staff for which the Supplier is the Controller. • Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) engaged in the performance of the Buyer's duties under this Contract) for which the Buyer is the Controller.
Subject matter of the Processing	The processing is needed in order to ensure that the processor provides a comprehensive managed service for DVSA's ServiceNow solution. This shall include the administration, support, and the development of the ServiceNow platform.
Duration of the Processing	Two Years plus extension options: 1-year plus 1-year
Nature and purposes of the Processing	<p>The nature of processing is the managed DVSA ServiceNow solution. This includes supporting the processing of personal data from collection, storage, retrieval, making the data available, being able to change the data where required, destruction/erasure of the data.</p> <p>The purpose is to manage DVSA's IT service management processes, such as requests, incidents, group approvals, change management, problem management, asset and configuration management. It will also include improving use experience.</p>
Type of Personal Data being Processed	<p>The type of personal data being processed is as follows:</p> <ul style="list-style-type: none"> • Name • Email address • Employee/staff number • Job title • Work phone number • Personal phone number • Home address • Office location

Award Form, Crown Copyright 2025,

	<ul style="list-style-type: none"> • Username • ID • Potential salary details, absence information and disciplinary information • Line manager's details – name, phone number, email address • Any special requirements/adaptations for things like specialist software – which could imply/infer a particular health condition or actually state the condition • Any other personal data provided as part of a ticket • Members of the public details, such as name, email address, phone number to resolve specific issues/incidents with a system • Supplier staff details, such as name, email address, job title, phone number, who integrate with the ServiceNow platform <p>This list is not exhaustive and should be reviewed/updated at contract award.</p>
Categories of Data Subject	<p>The categories of data subject will be:</p> <ul style="list-style-type: none"> • Staff including temporary workers, contingent labour and contractors • Members of the public • Supplier staff <p>This list is not exhaustive and should be reviewed/updated at contract award.</p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Data will be stored and be visible on the Buyer's Platform and not retained on the Supplier's system.
Locations at which the Supplier and/or	UK only

Award Form, Crown Copyright 2025,

its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with any Security Requirements)	<p>The protective measures for DVSA Personal Data on Supplier Systems that the Supplier must follow are stated within this contract and the Security Management Plan (SMP). The Security Management plan will be agreed between the Buyer and the Supplier.</p> <p>Any changes to the protective measures stipulated in the contract and SMP must be agreed by the Buyer before the Supplier implements those changes.</p>

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 28 of the Core Terms (Changing this Contract).

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

Award Form, Crown Copyright 2025,

	New Contract value:	£ [insert amount]
--	---------------------	--------------------------

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

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

Signature

.....

Date

.....

Name (in Capitals)

.....

Address

.....

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

Signature

.....

Date

.....

Name (in Capitals)

.....

Address

.....

Award Form, Crown Copyright 2025,

Schedule 22 (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 Annex 1 to this Schedule 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 the Effective Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 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 until the End Date except in relation to Professional Indemnity where required under the Annex Part C which shall be 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 Buyer shall be indemnified in respect of claims made against the Buyer 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

Award Form, Crown Copyright 2025,

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 Buyer 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

The Supplier shall upon the Effective Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, 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 for the minimum limit of indemnity for the periods specified in this Schedule.
- 5.2 Where the Supplier intends to claim under any of the Insurances for any matters that are not related to the Deliverables and/or this Contract, the Supplier shall, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Schedule, promptly notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Schedule.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer 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 Buyer (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 this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of this Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such

Award Form, Crown Copyright 2025,

claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of £1,000,000 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 Buyer) 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 Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

Award Form, Crown Copyright 2025,

Annex : Required Insurances

Part : Third Party Public And Products Liability Insurance

1. Insured

The Supplier

8. Interest

8.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

8.1.1 death or bodily injury to or sickness, illness or disease contracted by any person; and

8.1.2 loss of or damage to physical property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Deliverables and in connection with this Contract.

9. Limit of indemnity

9.1 Not less than £1,000,000 in respect of any one occurrence, the number of occurrences being unlimited in any annual policy period, but £1,000,000 in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

10.Territorial limits

United Kingdom

11.Period of insurance

From the date of this Contract for the period of this Contract and renewable on an annual basis unless agreed otherwise by the Buyer in writing.

12.Cover features and extensions

Indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third-party property damage arising out of or in connection with this Contract and for which the Supplier is legally liable.

13.Principal exclusions

13.1 War and related perils.

13.2 Nuclear and radioactive risks.

13.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

Award Form, Crown Copyright 2025,

- 13.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 13.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 13.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 13.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 13.8 Liability arising from seepage and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

14. Maximum deductible threshold

Not to exceed **£1,000,000** for each and every third party property damage claim (personal injury claims to be paid in full).

Part : United Kingdom Compulsory Insurances

The Supplier shall meet its insurance obligations under applicable Law in full, including, United Kingdom employers' liability insurance and motor third party liability insurance.

Part : Additional Insurances

Professional Indemnity Insurance	Where the Buyer requirement includes a potential breach of professional duty by the Supplier in connection with professional advice and /or professional services to be maintained for six (6) years after the End Date
Cyber Liability Insurance	Where the Buyer requirement includes specific cyber risk exposures.

Award Form, Crown Copyright 2025,

Schedule 24 (Financial Difficulties)

1. Definitions

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

"Applicable Financial Indicators"	the financial indicators from Part C of Annex 2 which are to apply to the Monitored Suppliers as set out in Part B of Annex 3;
"Credit Rating Threshold"	the minimum credit rating level for each entity in the FDE Group as set out in Part A of Annex 2;
"Credit Reference Agencies"	the credit reference agencies listed in Part B of Annex 1;
"Credit Score Notification Trigger"	the minimum size of any downgrade in a credit score, set out in Part B of Annex 2, which triggers a Credit Score Notification Trigger Event;
"Credit Score Notification Trigger Event"	any downgrade of a credit score which is equal to or greater than the Credit Score Notification Trigger;
"Credit Score Threshold"	the minimum credit score level for each entity in the FDE Group as set out in Part B of Annex 2;
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
"Financial Indicators"	in respect of the Supplier, Key Sub-contractors and the Guarantor, means each of the financial indicators set out at Part C of Annex 2; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Target Thresholds"	the target thresholds for each of the Financial Indicators set out at Part C of Annex 2;
"Primary Metric"	credit rating pursuant to Paragraph 3.3/credit score pursuant to Paragraph 4.3/financial indicators pursuant to Paragraph 5.4

Award Form, Crown Copyright 2025,

- "Monitored Supplier"** those entities specified in Part B of Annex 3; and
- "Rating Agencies"** the rating agencies listed in Part A of Annex 1.

2. When this Schedule applies

- 2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the FDE Group and the consequences of a change to that financial standing.
- 2.2 The terms of this Schedule shall survive under this Contract until the termination or expiry of this Contract.

3. Credit Ratings

- 3.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the long term credit ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Part A of Annex 2.
- 3.2 The Supplier shall:
- 3.2.1 regularly monitor the credit ratings of each entity in the FDE Group with the Rating Agencies; and
 - 3.2.2 promptly (and in any event within five (5) Working Days) notify the Buyer in writing if there is any downgrade in the credit rating issued by any Rating Agency for any entity in the FDE Group.
- 3.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit rating is the Primary Metric, the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have given a credit rating level for that FDE Group entity which is below the applicable Credit Rating Threshold.

4. Credit Scores

- 4.1 The Supplier warrants and represents to the Buyer that as at the Effective Date the credit scores issued for each entity in the FDE Group by each of the Credit Reference Agencies are as set out in Part B of Annex 2.
- 4.2 The Supplier shall:
- 4.2.1 regularly monitor the credit scores of each entity in the FDE Group with the Credit Reference Agencies; and
 - 4.2.2 promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing if there is any Credit Score Notification Trigger Event for any entity in the FDE Group (and in any event within five (5) Working Days).
- 4.3 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if credit score is the Primary Metric, the credit score of an FDE Group entity

Award Form, Crown Copyright 2025,

shall be deemed to have dropped below the applicable Credit Score Threshold if any of the Credit Reference Agencies have given a credit score for that FDE Group entity which is below the applicable Credit Score Threshold.

5. Financial Indicators

- 5.1 The Supplier shall monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least at the frequency set out for each at Part C of Annex 2 (where specified) and in any event, on a regular basis and no less than once a year within one hundred and twenty (120) days after the accounting reference date
- 5.2 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as set out in Appendix I: *Standard Financial Ratios of Assessing and Monitoring the Economic and Financial Standing of Bidders and Suppliers – May 2021* (as amended, supplemented or replaced from time to time) which as at the Effective Date can be found at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing and monitoring the economic and financial standing of suppliers guidance note May 2021.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/987132/Assessing_and_monitoring_the_economic_and_financial_standing_of_suppliers_guidance_note_May_2021.pdf)
- 5.3 Each report submitted by the Supplier pursuant to Paragraph 5.1 shall:
 - 5.3.1 be a single report with separate sections for each of the FDE Group entities;
 - 5.3.2 contain a sufficient level of information to enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - 5.3.3 include key financial and other supporting information (including any accounts data that has been relied on) as separate annexes; and
 - 5.3.4 be based on the audited accounts for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - 5.3.5 include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance.
- 5.4 For the purposes of determining whether a Financial Distress Event has occurred, and for the purposes of determining relief under Paragraph 8 if financial indicators are the Primary Metric, the Financial Indicator of an FDE Group entity shall be deemed to have dropped below the applicable Financial Target Threshold if:

Award Form, Crown Copyright 2025,

- 5.4.1 a report submitted by the Supplier pursuant to Paragraph 5.1 shows that any FDE Group entity has failed to meet or exceed the Financial Target Threshold for any one of the Financial Indicators set out in Part C of Annex 2 of this Schedule;
- 5.4.2 a report submitted by the Supplier pursuant to Paragraph 5.1 does not comply with the requirements set out in Paragraph 5.3; or
- 5.4.3 the Supplier does not deliver a report pursuant to Paragraph 5.3 in accordance with the applicable monitoring and reporting frequency.

6. What happens if there is a financial distress event

- 6.1 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.
- 6.2 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Buyer becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Buyer shall have the rights and remedies as set out in Paragraphs 6.4 to 6.6.
- 6.3 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Buyer shall not exercise any of its rights or remedies under Paragraph 6.4 without first giving the Supplier ten (10) Working Days to:
 - 6.3.1 rectify such late or non-payment; or
 - 6.3.2 demonstrate to the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 6.4 The Supplier shall (and shall procure that each Additional FDE Group Member shall):
 - 6.4.1 at the request of the Buyer meet the Buyer as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of this Contract and delivery of the Deliverables in accordance this Contract; and
 - 6.4.2 where the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 6.4.1) that the Financial Distress Event could impact on the continued performance of this Contract and delivery of the Deliverables in accordance with this Contract:

Award Form, Crown Copyright 2025,

- (a) submit to the Buyer for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event);
 - (b) use reasonable endeavours to put in place the necessary measures with each Additional FDE Group Member to ensure that it is able to provide financial information relating to that Additional FDE Group Member to the Buyer; and
 - (c) provide such financial information relating to FDE Group entity as the Buyer may reasonably require.
- 6.5 If the Buyer does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Buyer within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is either:
 - 6.5.1 Approved;
 - 6.5.2 referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been Approved, to commercial negotiation led by senior representatives who have authority to agree the Financial Distress Service Continuity Plan (to be held within 28 days of the date of the notice); or
 - 6.5.3 finally rejected by the Buyer.
- 6.6 Following Approval of the Financial Distress Service Continuity Plan by the Buyer, the Supplier shall:
 - 6.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance this Contract and delivery of the Deliverables in accordance with this Contract;
 - 6.6.2 provide a written report of the results of each review and assessment carried out under Paragraph 6.6.1 to the Buyer;
 - 6.6.3 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 6.6.1, submit an updated Financial Distress Service Continuity Plan to the Buyer for its Approval, and the provisions of Paragraphs 6.5 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
 - 6.6.4 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

Award Form, Crown Copyright 2025,

- 6.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Buyer and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 6.6.

7. When the Buyer can terminate for financial distress

- 7.1 The Buyer shall be entitled to terminate this Contract for Material Default if:

7.1.1 the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 6.1;

7.1.2 the Supplier fails to comply with any part of Paragraph 6.4;

7.1.3 subject to Paragraph 7.2, the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.5.3;

7.1.4 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not meet within 28 days of the date of the notice of referral pursuant to Paragraph 6.5.2;

7.1.5 the senior representatives who have authority to agree the Financial Distress Service Continuity Plan (acting reasonably) do not agree the Financial Distress Service Continuity Plan after it has been referred pursuant to Paragraph 6.5.2; and/or

7.1.6 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 6.6.4,

and the consequences of termination in Clause 14.5.1 shall apply.

- 7.2 A Material Default may only occur under Paragraph 7.1.3 after the expiry of the first five (5) Working Days period for the Supplier to submit a revised draft of the first draft of the Financial Distress Service Continuity Plan starting on and from the date on which the Buyer first notified the Supplier that Supplier must submit a revised draft of the first draft Financial Distress Service Continuity Plan.

8. What happens If your Primary Metric is still good

- 8.1 Without prejudice to the Supplier's obligations and the Buyer's rights and remedies under Paragraph 6, if, following the occurrence of a Financial Distress Event, the Supplier evidences to the Buyer's satisfaction that the Primary Metric shows that the Financial Distress Event no longer exists, then:

the Supplier shall be relieved automatically of its obligations under Paragraphs 6.4 to 6.6; and

the Buyer shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 6.4.2(c)).

Award Form, Crown Copyright 2025,

Annex – Rating Agencies and Credit Reference Agencies

Part A: Rating Agencies

D&B Threshold of 35

Annex – Credit Ratings, Credit Scores and Financial Indicators

Part A: Credit Rating

Entity	Credit rating (long term)
Supplier	35
Guarantor	35
Key Subcontractor	35
Monitored Suppliers	35

Part B: NOT USED

Award Form, Crown Copyright 2025,

Part C: Financial Indicators

The Parties shall agree the contents of Part C within one (1) month of the Contract Start Date via contract Variation.

Financial Indicator	Calculation¹	Financial Target Threshold:	Monitoring and Reporting Frequency if different from the default position set out in Paragraph 5.1
1 Operating Margin	<i>Operating Margin = Operating Profit / Revenue</i>	>5%	<i>As set out in paragraph 5.1</i>
2 Net Debt Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	< 3.5 times	<i>As set out in paragraph 5.1</i>
3 Net Debt + Net Pension Deficit to EBITDA ratio	<i>Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA</i>	< 5.0 times	<i>As set out in paragraph 5.1</i>
4 Net Interest Paid Cover	<i>Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid</i>	> 3.0 times	<i>As set out in paragraph 5.1</i>

Award Form, Crown Copyright 2025,

5 Acid Ratio	<i>Acid Ratio = (Current Assets) / Current Liabilities</i>	<i>> 0.8</i>	<i>As set out in paragraph 5.1</i>
---------------------	--	-----------------	--

Key: ¹ – See Annex A of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

Annex A – Calculation Methodology for Financial Indicators

The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- 1 Terminology: The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
- 2 Groups: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- 3 Foreign currency conversion: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4 Treatment of non-underlying items: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Refer to Paragraph 5.1 of this Schedule for calculations of the Financial Indicators.

Financial Indicator	Specific Methodology
---------------------	----------------------

Award Form, Crown Copyright 2025,

<p>1</p> <p>Operating Margin</p>	<p>[The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.]</p>
<p>2</p> <p>Free Cash Flow to Net Debt Ratio</p>	<p>["Free Cash Flow" = Net Cash Flow from Operating Activities – Capital Expenditure</p> <p>"Capital Expenditure" = Purchase of property, plant & equipment + purchase of intangible assets</p> <p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents</p> <p>The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements.</p> <p>Net Cash Flow from Operating Activities: This should be stated after deduction of interest and tax paid.</p> <p>Capital expenditure: The elements of capital expenditure may be described slightly differently but will be found under 'Cash flows from investing activities' in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets.</p> <p>Net Debt: The elements of Net Debt may also be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be treated as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p>

Award Form, Crown Copyright 2025,

	Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.]
OR Net Debt to EBITDA Ratio	<p>OR</p> <p>["Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).]</p>

<p>3</p> <p>Net Debt + Net Pension Deficit to EBITDA ratio</p>	<p>["Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"Net Pension Deficit" = Retirement Benefit Obligations – Retirement Benefit Assets</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p>Net Debt: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Net Pension Deficit: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p>EBITDA: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case</p>
--	--

Award Form, Crown Copyright 2025,

	the relevant Financial Target Threshold should be regarded as having been met).]
4 Net Interest Paid Cover	<p>["Earnings Before Interest and Tax" = Operating profit</p> <p>"Net Interest Paid" = Interest paid – Interest received</p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]</p>
5 Acid Ratio	[All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.]
6 Net Asset value	[Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).]
7 Group Exposure Ratio	<p>["Group Exposure" = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</p> <p>"Gross Assets" = Fixed Assets + Current Assets</p> <p>Group Exposure: Balances owed by (i.e. receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security</p>

Award Form, Crown Copyright 2025,

	<p>given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Gross Assets: Both Fixed assets and Current assets are shown on the face of the Balance Sheet]</p>
--	---

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan		
Details of the Notifiable Default:	[Guidance: Explain the Notifiable 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 Buyer:		Date:
Supplier [Revised] Rectification Plan		
Cause of the Notifiable Default	[add cause]	
Anticipated impact assessment :	[add impact]	
Actual effect of Notifiable Default:	[add effect]	
Steps to be taken to rectification:	Steps	Timescale
	1.	[date]
	2.	[date]
	3.	[date]
	4.	[date]
	[...]	[date]

Award Form, Crown Copyright 2025,

Timescale for complete Rectification of Notifiable Default	<input checked="" type="checkbox"/> Working Days		
Steps taken to prevent recurrence of Notifiable Default	Steps	Timescale	
	1.	<input type="text" value="[date]"/>	
	2.	<input type="text" value="[date]"/>	
	3.	<input type="text" value="[date]"/>	
	4.	<input type="text" value="[date]"/>	
	<input type="text" value="..."/>	<input type="text" value="[date]"/>	
Signed by the Supplier:		Date:	
Review of Rectification Plan Buyer			
Outcome of review	<input type="text" value="[Plan Accepted] [Plan Rejected] [Revised Plan Requested]"/>		
Reasons for rejection (if applicable)	<input type="text" value="[add reasons]"/>		
Signed by Buyer		Date:	

Schedule 26 (Sustainability)

1. Definitions

"Modern Slavery Assessment Tool"	the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat]
"Supply Chain Map"	details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least: (a) the name, registered office and company registration number of each entity in the supply chain; (b) the function of each entity in the supply chain; and (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and]
"Waste Hierarchy"	prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal.

(b) Part

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

Award Form, Crown Copyright 2025,

- 1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
- 1.1.2 advance:
 - (a) equality of opportunity; and
 - (b) 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.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Modern Slavery

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 identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 3.1.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 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 this Contract;
- 3.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act 2015 would be sufficient) 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 this Paragraph 3;

Award Form, Crown Copyright 2025,

- 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, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to the Buyer and Modern Slavery Helpline and relevant national or local law enforcement agencies; and
- 3.1.12 if the Supplier is in Default under any of Paragraphs 3.1.1 to 3.1.11 (inclusive) of this Part A of Schedule 26 the Buyer may by notice:
 - (a) require the Supplier to remove from performance of this Contract any sub-contractor, Supplier Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Contract and the consequences of termination set out in Clause 14.5.1 of the Core Terms shall apply.

4. Environmental Requirements

- 4.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
- 4.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Buyer:
 - 4.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 4.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 4.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 4.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 4.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Buyer (where: (i) the anticipated Charges in any Contract Year are above £5 million per annum (including VAT)); (ii) this is a

Award Form, Crown Copyright 2025,

public contract, other than a special regime contract under the Procurement Act 2023; and (iii) it is related to and proportionate to the contract in accordance with PPN 016), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 016.

- 4.5 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>.

5. Supplier Code of Conduct

- 5.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Buyer expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

6. Recruitment of Supplier Staff

Where, during the Contract Period, the Supplier or a Subcontractor need to hire Supplier Staff for a role based in the United Kingdom, the role should be published on the Governments' 'Find a Job' website and include the location at which Supplier Staff would be expected to perform the role.

7. Reporting

The Supplier shall comply with reasonable requests by the Buyer for information evidencing compliance with any of the requirements in Paragraphs 1 to 5 of this Part A above within fourteen (14) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

Schedule 28 (ICT Services)

1. Definitions

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

"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;
"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;
"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;
"Operating Environment"	<p>the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to or at which:</p> <p>(a) the Deliverables are (or are to be) provided; or</p> <p>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</p> <p>(c) where any part of the Supplier System is situated;</p>
"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; and

Award Form, Crown Copyright 2025,

"Sites"

has the meaning given to it in 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;

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.
- 2.2 At the time of Contract Award, the parties agree that the Supplier is not providing any ICT Services as part of the Deliverables. In the event that the Buyer requests the provision of Licensed Software, this Schedule shall become applicable.

3. Buyer due diligence requirement

- 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 Effective 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;

Award Form, Crown Copyright 2025,

- 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 Schedule 10 (*Performance 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 Award 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 (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3 Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4 The Supplier shall ensure that the Supplier Staff shall at all times during the Contract Period:

Award Form, Crown Copyright 2025,

- 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 Provided that the Buyer has given the Supplier twenty (20) Working Days' written notice detailing the scope and the methods of an audit under this provision, the Supplier shall allow any auditor access to the Supplier premises to:
 - 7.1.1 provide evidence of the controls applied to 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 related to the scope of services provided as part of this Contract to 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 created as part of this Contract.

8. Maintenance of the ICT Environment

- 8.1 If specified by the Buyer in the Award 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. Supplier-furnished terms

- 9.1 In the case of any conflict or inconsistency between any Supplier-furnished terms set out in Paragraphs 9.3 and 9.4 and the terms of this Contract, this Contract shall prevail to the extent of any conflict or inconsistency.

Award Form, Crown Copyright 2025,

9.2 Paragraph 9.1 applies even where there is a statement to the contrary effect in any Supplier-furnished terms.

9.3 Software as a service terms

9.3.1 Additional terms for provision of a Software as a service solution are detailed in **Annex A to this Schedule**.

9.4 Software support & maintenance terms

9.4.1 Additional terms for provision of Software support & maintenance Services are detailed in Annex B to this Schedule.

ANNEX A TO SCHEDULE 28 (ICT POLICY) ADDITIONAL “AS A SERVICE” TERMS

1. Interpretation

1.1 The following definitions and rules of interpretation in this paragraph 1 apply to this Schedule where the Buyer is purchasing “as a service”.

Acceptable Use Policy (“AUP”): means the Supplier’s conditions governing the Buyers and its Authorised User’s access and use of the Services under this Contract;

Actual Consumption Charges: means the sum payable, based on the actual consumption and Usage by the Buyer of the Services provided by the Supplier, calculated in accordance with the rates/pricing set out in the Contract;

Additional Services: means those potential services the Buyer may require at any time during the Contract Period in addition to the Services to be delivered from the commencement of the Contract (which may include, but are not limited to, additional software applications, incremental usage or additional licences for existing Services already ordered or to deploy existing software on additional hardware devices) the scope of which and the applicable rates for such shall be as set out in the Contract;

Applicable Supplier Terms: has the meaning given in paragraph 1.4 and may include the Supplier’s Acceptable Use Policy.

Authorised Users: those employees, agents and independent contractors of the Buyer, its subsidiaries and affiliates, who are authorised by the Buyer to use the Services and the Documentation.

Buyer Data: the data inputted by the Buyer, Authorised Users, or the Supplier on the Buyer’s behalf for the purpose of using the Services or facilitating the Buyer’s use of the Services and any data generated by, or derived from the Buyer’s use of the Services, whether hosted or stored within the Services or elsewhere.

Award Form, Crown Copyright 2025,

Consumption Charges: means the charges for the Services consumed or to be consumed by the Buyer and consisting of the subscription and/or “Pay as you Go” usage fees payable by the Buyer to the Supplier for the Services (which may be based on types/numbers of devices or software programs/modules/applications, number of Authorised Users, data storage/transfer, execution memory, number of queries to a helpdesk or other applicable measurement unit) as set out in the Schedule 3 Charges..

Consumption Period: the period of calendar days or months (as set out in the Contract) in which the Buyer’s Usage of the Services is measured.

Cybersecurity Requirements: all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Documentation: the document(s) which sets out a description of the Services and the user instructions for the Services.

Estimated Consumption Charges: has the meaning given in paragraph 7.2 as further specified in the Call Off Order Form.

Good Industry Practice: as defined in Schedule 1 (Definitions).

Intellectual Property Rights: as defined in Schedule 1 (Definitions)

Known Vulnerability: any Vulnerability that has either:

- a) been assigned a Common Vulnerabilities and Exposures (CVE) number;
- b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- c) been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Latent Vulnerability: any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Licensed Software: has the meaning given in Schedule 28 (ICT Services).

Mandatory Policies: the Buyer's business policies and procedure.

Award Form, Crown Copyright 2025,

New Release: defined in Schedule 28 (ICT Services).

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Working Day.

Pay as you Go (“PAYG”): means a payment structure for calculating the Consumption Charges in which Buyers pay in increments in arrears of receipt of the Services that reflect actual consumption Usage of the Services rather than in regular, fixed or subscription payments.

Services: the services provided by the Supplier to the Buyer under this Contract.

Support Service Charges: the fees/charges payable in respect of delivery of the Support Services.

Support Services: the support services to be provided by the Supplier to the Buyer in relation to the Services.

Support Services Policy: the Supplier's policy for providing support in relation to the Services as provided by the Supplier to the Buyer and scheduled to this Contract.

Usage: the Buyers actual consumption/usage of the Services (which could include for example only: downloading or installing software or otherwise accessing software or cloud services or activating licenses or User Subscriptions) during the relevant Consumption Period, as measured in units relevant to the Services and set out in the Contract.

User Subscriptions: the user subscriptions purchased by the Buyer which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Contract.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

Working Day: has the meaning given in Schedule 1 (Definitions).

1.2 The Services shall be supplied solely in accordance with this Contract. Save as otherwise explicitly set out in this Contract, all other contractual terms which in any way add to, vary or contradict this Contract (including, but not

Award Form, Crown Copyright 2025,

limited to, the Buyers purchase order terms and conditions or the Supplier's own standard terms of business including those on the Supplier's website, portal or any "click-wrap" or "clickthrough" terms) upon which the Supplier may seek to rely or otherwise incorporate or impose on the Buyer shall be excluded and not form part of this Contract (whether or not such other contractual terms post-date these conditions and whether or not implied by custom, practice or course of dealing).

- 1.3 Subject to paragraph 11 and save as otherwise explicitly set out in this Contract, where the Buyer and/or any Authorised User in the course of accessing and using the Services under this Call-Off Contract accepts or is deemed to have accepted (whether intentionally or otherwise):

(a) any other terms and conditions including any other Supplier terms (whether in addition to or in replacement of the Applicable Supplier Terms) and/or any third-party software licence terms (including whether purported to have been accepted online via clicking on the Supplier portal or otherwise); and/or

(b) the terms of any business forms (such as purchase orders and invoices),

(together the "Inapplicable Additional Terms"), the Parties agree that any such Inapplicable Additional Terms of the Supplier and/or any of its Affiliates are deemed invalid and shall be without legal effect in transactions under this Contract.

- 1.4 The Supplier terms which shall apply to this Contract, and are therefore incorporated into this Contract and subject to these terms, are restricted to those Supplier terms which are set out or expressly referred to in Annex B of Schedule 28 (ICT Services) (the "Applicable Supplier Terms") and as may be modified strictly in accordance with the provisions of this Contract. The Applicable Supplier Terms cannot be amended during the Contract Period without the Buyers prior written consent as variation to this Contract. The Supplier shall not include any hyperlinks in the Applicable Supplier Terms. If hyperlinks are included these shall be deemed ineffective and any additional documents and/or terms shall be deemed unenforceable and shall not apply to this Contract and this Contract shall apply as if such hyperlink to the additional documents and/or terms was not included. In the event of any conflict between the terms and conditions of this Contract and the Applicable Supplier Terms, the terms and conditions of this Contract will take precedence.

- 1.5 Where the Supplier proposes any amendments to the Applicable Supplier Terms, the proposed amendments shall:

(a) apply on a uniform basis to all customers of the Supplier with no material detriment to the Buyer only;

Award Form, Crown Copyright 2025,

- (b) not contain:
 - (i) any indemnities (or clauses of a similar nature to indemnities);
 - (ii) any provisions which would have any material impact on either the potential liability of either Party under this Contract or the balance of risks under this Contract or would change the economic balance in favour of the Supplier, as determined by the Buyer;
 - (iii) any provisions permitting the Supplier to make unilateral changes to the Services and/or Consumption Charges payable without the Buyer's prior written consent; and
- (c) ensure any proposed modifications to such Applicable Supplier Terms do not constitute a substantial modification to this Contract to the extent that requires a new procurement procedure.

1.6 The Buyer may consider any proposed modifications to the Applicable Supplier Terms but is not obliged to agree to any modifications. The Buyer may, acting reasonably and in its sole discretion, refuse any such modifications. Where the Buyer objects to any proposed modifications, this Contract shall continue as though the modification had not been proposed unless it is otherwise terminated in accordance with its terms.

1.7 This Annex is supplemental to Schedule 28 (ICT Services). For the avoidance of doubt, the Service Now platform is Buyer-owned and is not being provided by the Supplier.

2. Buyer Obligations

Authorised Users

2.1 The Supplier hereby grants to the Buyer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the Services and the Documentation during the Contract Period solely for the Buyer's business operations or as otherwise agreed by the parties and set out in the Contract.

2.2 In relation to the Authorised Users, the Buyer undertakes that:

- (a) save as otherwise set out in this Contract, the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
- (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

Award Form, Crown Copyright 2025,

(c) it shall, no more frequently than once per year, permit the Supplier or the Supplier's designated auditor to audit the Services, or use the Supplier's requested software reporting, to verify that the Buyer's use of the Services does not exceed the number of User Subscriptions purchased by the Buyer;

(d) if any of the audits referred to in paragraph 2.2(c) reveal that the Buyer has underpaid Consumption Charges to the Supplier, then without prejudice to the Supplier's other rights, the Buyer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the rates/prices set out in the Contract; and

(e) if any of the audits referred to in paragraph 2.2(c) reveal that the Buyer has overpaid Consumption Charges to the Supplier, then without prejudice to the Buyer's other rights, the Supplier shall pay to the Buyer an amount equal to such overpayment as calculated in accordance with the rates/prices set out in the Contract.

2.3 The Supplier agrees to provide the Buyer and all Authorised Users with all software keys, access codes and/or other login requirements as necessary to access and use the Services.

2.4 Subject to paragraphs 6 and 7 the Buyer may, from time to time during the Contract Period, purchase or otherwise activate additional User Subscriptions in excess of the number set out in the Contract and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Contract.

2.5 The Buyer shall not knowingly:

(a) distribute or transmit to the Supplier, via the Services, any Viruses or Known Vulnerability or Latent Vulnerability;

(b) store, access, publish, disseminate, distribute or transmit via the Services any material which:

(i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(ii) facilitates illegal activity;

(iii) depicts sexually explicit images;

(iv) promotes unlawful violence;

(v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(vi) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, on no less than thirty (30) days' prior written notice to the Buyer, such notice specifying the breach of this paragraph 2.4 and

Award Form, Crown Copyright 2025,

requiring it to be remedied within the thirty (30) day period, to disable the Buyer's access to the Services for the duration of time that the breach remains unremedied.

2.6 The Buyer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:
- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or
- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
- (c) use the Services and/or Documentation to provide services to third parties (save for its own end users of the Services or otherwise to facilitate the Buyers delivery of its functions to its own customers and/or residents);
- (d) except as otherwise set out in the Call-Off Contract, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this paragraph 2.

2.7 The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, promptly notify the Supplier.

2.8 The rights provided under this paragraph 2 are granted to the Buyer and any subsidiary or holding company of the Buyer.

3. Services

3.1 The Supplier shall, during the Contract Period, provide the Services and make available the Documentation to the Buyer on and subject to the terms of this Contract.

3.2 In respect of any Software to be provided, the Parties agree that the Software is to be provided by way of "Software as a Service" and the Buyer acknowledges that, as a consequence:

Award Form, Crown Copyright 2025,

- 3.2.1 it will not be provided with a physical copy of the Software; and
- 3.2.2 use of the Software is restricted to use by way of “Software as a Service” and the term “Service” or “Services” shall be construed accordingly.
- 3.3 Where any Documentation is made available to the Buyer online via a hyperlink and such hyperlink either no longer provides access directly to the Documentation in a clear and transparent manner or provides a link to another source (a “broken hyperlink”) then the Supplier shall promptly notify the Buyer and the Parties shall update this Contract with a variation in writing with a reference to the relevant replacement hyperlink (if any) to replace the broken hyperlink or failing which as otherwise agreed by the Parties in order to facilitate the Buyers access to and use of the Documentation.
- 3.4 The Supplier shall ensure use commercially reasonable efforts to make the Services are available 24 hours a day, seven days a week, except for:
 - (a) Permitted Maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Buyer at least 6 Normal Business Hours notice in advance, or as otherwise set out in the agreed Maintenance Schedule.
- 3.5 If the Services availability drops below the required Service Levels specified in Schedule 10 (Performance Levels), the Supplier shall pay to the Buyer Service Credits in the amounts set out.
- 3.6 Where this Contract is on the basis of “consumption as a service”, the total quantities or values of the Services that may be required by the Buyer is not guaranteed and Buyer may choose to activate and access any one or more elements of the Services, as set out in the Contract, from time to time as required by the Buyer during the Contract Period. Once the Buyer is in receipt of the Services, the Buyer may at any time, at its discretion and without liability, terminate the Services (in whole or in part) in accordance with clause 11 of the Award Form. The Consumption Charges in respect of the “consumption as a service” model shall be variable, calculated in accordance with the applicable unit rates/fees set out in the Contract.
- 3.7 The Supplier will, as part of the Services and at no additional cost to the Buyer, provide the Buyer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy as set out in the Supplier's Tender in Schedule 4.
- 3.8 The Buyers Specification sets out the minimum requirements for any Support Services and where applicable any Service Levels by which the Supplier's overall delivery and performance of the Support Services shall be monitored. The Supplier's Support Services Policy is incorporated into this Contract as evidence of the Supplier's solution to the Buyer's requirements. To the extent

Award Form, Crown Copyright 2025,

that the standards or levels of Service set out in Supplier's Support Services Policy exceed those set out in the Specification, in which case, such higher standards or levels of performance set out in the Supplier's Support Services Policy shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).

4. Supplier's obligations

- 4.1 The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care in accordance with Good Industry Practice.
- 4.2 The undertaking at paragraph 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, and without prejudice to Buyer's other rights or remedies, correct any such non-conformance promptly.
- 4.3 This Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Contract.
- 4.4 The Supplier:
- (a) warrants that the Services are ISO/IEC 27001 accredited;
 - (b) in relation to the Software and the Services shall maintain such accreditation(s) and certifications throughout the Call-Off Contract Period;
 - (d) shall take all reasonable steps not to introduce any Viruses or Known Vulnerabilities or Latent Vulnerabilities into the Buyer's network and information systems via the Services or Licenced Software or otherwise.
- 4.5 The Supplier shall, in providing the Services, comply with Buyer's information security, confidentiality and data protection policies relating to the privacy and security of the Buyer Data as set out in the Contract or as may be notified by the Buyer from time to time, as such document may be amended from time to time by the Buyer in its sole discretion.
- 4.6 The Supplier shall ensure the Services are compatible with and capable of use on desktop, laptop and mobile devices as set out in the Buyers Specification.
- 4.7 The Supplier shall supply the Buyer with New Releases (at no additional cost) together with related amendments to the Documentation by no later than such New Releases are generally made available to the Supplier's other

Award Form, Crown Copyright 2025,

customers. The Supplier may make such New Releases available for downloading over the internet and will promptly notify the Buyer when such downloads are available.

4.8 The Supplier shall ensure that each New Release shall comply with this Contract, including but not limited to the Cybersecurity Requirements and shall mitigate any Known Vulnerabilities and Latent Vulnerabilities affecting the Supplier Software since the last New Release provided under paragraph 4.7.

4.9 The Supplier shall not disable the Buyers access to or use of the Services except in accordance with paragraph 2.4 or where the Supplier is otherwise entitled to terminate the Contract in accordance with clause 11 of the Award Form.

5. Charges and payment

5.1 The total Charges payable under the Call Off Contract may consist of:

(a) any charges for implementation/mobilisation which may be payable on satisfactory achievement of a milestone(s) (if applicable);

(b) the Consumption Charges, which may include any Additional Services, User Subscriptions and/or excess storage fees if so, required by the Buyer from time to time during the Contract Period;

(c) the Support Service Charges (if applicable);

(d) charges in respect of any training services, except where otherwise set out in the Contract or included within the Services free of charge; and

(e) any other charges for goods and/or services provided under this as specified in Schedule 3 (Charges),

less any Delay Payments and/or Service Credits.

5.2 The Buyer shall pay the Consumption Charges to the Supplier for the User Subscriptions and the Support Service Charges in accordance with Schedule 3 (Charges).

5.3 The Consumption Charges are fully inclusive of all charges for licences, hosting and maintenance services, for the Services and requirements as set out by the Buyer in the Contract, including but not limited to, upgrades and/or any New Releases but exclusive of Support Service Charges.

5.4 Where specifically referred to in the Charges section of the Contract, the parties may agree that specifically identified charging and payment provisions from the Applicable Supplier Terms shall apply to the calculation of the Consumption Charges.

5.5 NOT USED.

5.6 NOT USED.

Award Form, Crown Copyright 2025,

- 5.7 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail or portal ticket system) provided during the Contract Period shall be included in the Support Service Charges.
- 5.8 Subject to the terms of the Contract, the Buyer shall pay the Supplier the annual payment for the provision of the Support Services, each Contract Year during the Contract Period.
- 5.9 NOT USED.

Consumption Charges on a “Pay as you Go” Usage basis

- 5.10 The Buyer shall pay the Supplier the Consumption Charges and any Support Services Charges (if applicable) arising from its consumption of the Services during the Consumption Period, based on the actual volume/Usage of the Services by the Buyer during the relevant preceding Consumption Period.
- 5.11 At the end of each Consumption Period the Supplier shall submit to the Buyer an invoice in respect of the access to and use of the Services that has been provided by the Supplier to the Buyer in the previous Consumption Period, calculated in accordance with rates set out in Schedule 3 (Charges) and which shall include details for the respective Consumption Period and the amount charged in respect of each element of the Services which have accrued in relevant previous Consumption Period. The Supplier shall upon request provide the Buyer with evidence of such consumption/usage upon which the Consumption Charges and any Support Service Charges are claimed and/or provide the Buyer with direct access to consumption reports/usage analytics in order to verify the Consumption Charges and any Support Service Charges.
- 5.12 Where there is an implementation period, the Consumption Charges and any Support Service Charges (where applicable) shall not become payable until after the Buyer has confirmed in writing that the Supplier has achieved all Milestones and, where applicable, all Deliverables have passed the Tests as further described in Schedule 8 (Implementation and Testing).
- 5.13 The Supplier shall not increase the Consumption Charges or Support Service Charges during the Contract Period (excluding any Optional Extension Period) (which, for the avoidance of doubt, shall be fixed and not subject to indexation).
- 5.14 NOT USED.
- 5.15 NOT USED.
- 5.16 NOT USED.
- 5.17 Except as expressly set out in this Call-Off Contract, the Consumption Charges and any Support Service Charges shall include all costs and expenses relating to the provision of the Services. Any costs incurred by the Supplier as a result of additional system or service provision over and above

Award Form, Crown Copyright 2025,

those detailed in the Specification or as otherwise requested by the Buyer shall be at the Supplier's own risk.

- 5.18 The Buyer shall on or before the Start Date of the Call Off Contract provide to the Supplier valid, up-to-date and complete approved purchase order information to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.
- 5.19 If, at any time whilst using the Services, the Buyer exceeds the amount of disk storage space specified as required in the Specification or otherwise in the Documentation, the Supplier shall charge the Buyer, and the Buyer shall pay, the Supplier's excess data storage fees as set out in the Schedule 3 (Charges).

6. Changes to number of User Subscriptions

- 6.1 Except as may be otherwise set out in the Contract,
- (a) if the Buyer wishes to purchase additional User Subscriptions, the Buyer shall notify the Supplier in writing and the Supplier shall activate the additional User Subscriptions within two (2) days of the Buyer's request; and
 - (b) the Buyer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Schedule 3 (Charges) and, if such additional User Subscriptions are purchased by the Buyer part way through the Contract Period or any Extension Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Call Off Initial Period or then current Extension Period (as applicable).
- 6.2 In the event the actual number of Authorised Users accessing the Services and Documentation is more than that set out in the Contract, and which was used to calculate the annual Consumption Charges, there shall be a reconciliation between the anticipated and actual number of User Subscriptions. Where the Buyer has already made a payment which is less than the actual number of User Subscriptions consumed during the relevant Contract Year (an underpayment), the Buyer shall pay the Supplier the difference between the amount of the Consumption Charges paid and the actual amount payable for the number of User Subscriptions for the relevant Contract Year, within thirty (30) calendar days of being notified by the Supplier or such other period as set out in the Contract.
- 6.3 Subject to any minimum number of User Subscriptions agreed between the Parties and set out in the Call Off Order Form, in the event the actual number of Authorised Users accessing the Services and Documentation is less than that set out in the Contract, and which was used to calculate the annual Consumption Charges, there shall be a reconciliation between the anticipated and actual number of User Subscriptions. Where the Buyer has paid in excess of the actual User Subscriptions consumed during the relevant

Award Form, Crown Copyright 2025,

Contract Year (an overpayment), the Supplier shall credit such overpaid amount towards the Consumption Charges payable by the Buyer for the forthcoming Contract Year (or the Buyer may deduct the relevant amount from the forthcoming Consumption Charges) or where there is no further Contract Year under this Contract refund any such overpaid amount to the Buyer.

- 6.4 Subject to any minimum number of User Subscriptions agreed by the Parties and set out in the Contract, at the end of each Contract Year the Buyer may determine that it requires less User Subscriptions for any forthcoming Contract Year. The Buyer shall, no less than three (3) Months prior to the end of a Contract Year, give written notice to the Supplier of the reduction in the number of User Subscriptions required for the forthcoming Contract Year. Where there is a reduction in the number of User Subscriptions required by the Buyer there shall be a corresponding reduction in the Consumption Charges payable for the forthcoming Contract Year and for the remainder of the Contract Initial Period or then current Extension Period (as applicable) unless otherwise further varied in accordance with the terms of this Contract.

7. Annual Consumption/Usage reconciliation

- 7.1 Where due to the nature of the Services it is not practicable in a static Contract to agree in detail exactly the quantity and rate of consumption of the Services during the Contract Period or the Buyer has specified that they may, at their discretion, require Additional Services, the indicative annual Consumption Charges set out in the Contract shall be an estimate of the Buyers anticipated quantities and rates of consumption (the “**Estimated Consumption Charges**”) and the following provisions in this paragraph 7 shall apply.
- 7.2 Where during a Contract Year, the Buyer’s consumption is variable and/or the Buyer elects to receive Additional Services there shall (at the interval set out in the Contract or otherwise at the end of the Contract Year) be a reconciliation process undertaken to determine the difference between the Estimated Consumption Charges set out in the Contract (as may have previously been amended) for the relevant Contract Year and the Actual Consumption Charges payable for all Services (including any Additional Services) accessed and received by the Buyer during the relevant Contract Year. Where the Buyer has accessed any Additional Services part way through a Contract Year, the Actual Consumption Charges payable for any such Additional Services shall be calculated on a pro-rata basis from the date the Buyer’s Usage of the Additional Services commenced.
- 7.3 At the end of each Contract Year, the Supplier shall provide to the Buyer a reconciliation statement, including details of the consumption/Usage or the Buyer, Additional Services the Buyer has accessed and received during the preceding Contract Year, the applicable Consumption Charges for each element of the Services received by the Buyer (by reference to the Supplier’s rates/prices tendered for the Contract) the difference between the Estimated

Award Form, Crown Copyright 2025,

Consumption Charges set out in the Contract (as may have previously been amended), the Actual Consumption Charges payable for actual Usage by the Buyer and the amounts (if any) already paid by the Buyer.

- 7.4 The Buyer shall, within thirty (30) calendar days of receipt, review any reconciliation statement received from the Supplier. The Buyer shall be entitled to raise any clarification questions and/or request any further information or data from the Supplier regarding the reconciliation statement which shall be promptly provided by the Supplier to the Buyer. The Buyer shall not unreasonably withhold or delay its agreement to the reconciliation statement. Where there is any Dispute in respect of the reconciliation statement, such Dispute shall be referred to clause 39 of the Core Terms.
- 7.5 Where the Buyer agrees to the reconciliation statement this will trigger a reconciliation payment by the Buyer to the Supplier or will trigger a reconciliation payment by the Supplier to the Buyer, as appropriate. Where there is a reconciliation payment due to the Supplier, the Supplier will supply to the Buyer an invoice for the relevant amount and the provisions of clause 4 of the Core Terms will apply. Where there is a reconciliation payment due from the Supplier to the Buyer, the Supplier shall credit such overpaid amount towards the Consumption Charges payable by the Buyer for the forthcoming Contract Year (or the Buyer may deduct the relevant amount from the forthcoming Consumption Charges) or where there this Contract is expiring or otherwise terminated, to refund any such overpaid amount to the Buyer within thirty (30) days of receipt of an invoice from the Buyer.
- 7.6 Where the Buyer, at its discretion, wishes to continue to receive the Additional Services for any forthcoming Contract Year, the parties shall agree a Variation to the Contract in accordance with clause 28 of the Core Terms to reflect the scope of Services to be delivered and any corresponding adjustment to the Consumption Charges for the remainder of the Contract Period. Any change to the Consumption Charges shall be effective from the start of the next Contract Year unless otherwise agreed between the parties in the Variation.
- 7.7 Where the charges are based on Estimated Consumption Charges, the Buyer and Supplier may, no less than thirty (30) calendar days prior to the end of a Contract Year, agree the Estimated Consumption Charges for the forthcoming Contract Year and the Call Off Contract shall be amended accordingly. In the event the parties do not agree on any revised Estimated Consumption Charges for the forthcoming Contract Year, the Estimated Consumption Charges shall be based on the most recently agreed Estimated Consumption Charges which shall continue to apply or where this doesn't apply those set out in the original Contract.
- 7.8 Any Additional Services that may be required by the Buyer shall be limited to only those which are more of the same as the Services already purchased by the Buyer under the Contract or otherwise within the same scope/nature of the Specification.

Award Form, Crown Copyright 2025,

7.9 The aggregate value of all Actual Consumption Charges (including Additional Services and/or any additional User Subscriptions) consumed may not exceed the “contract anticipated potential value” set out in the Contract.

7.10 For the avoidance of doubt, there will be no reconciliation in relation to fixed pricing or where there is unlimited consumption agreed by the parties and set out in the Contract.

8. Exit Costs

8.1 Save as otherwise explicitly set out in this Contract, each Party shall be responsible for their costs involved in the preparation of the Exit Plan and carrying out the respective exit activities detailed in the Exit Plan. The Supplier’s Tender sets out its fees/costs in respect of exit and transition at the end of the Contract. The Supplier shall not be entitled to increase its Consumption Charges or any other charges payable under the Contract upon invoking and carrying out activities in accordance with the Exit Plan or upon notice of termination of this Contract.

8.2 Where this Contract is terminated prior to expiry of the Initial Period or Extension Period (as applicable), due to Supplier Default, all costs of the Supplier in carrying out the activities detailed in the Exit Plan (including, but not limited to, migrating the Buyer Data to the Buyer or any Replacement Supplier) shall be at the Supplier’s own expense.

8.3 The Parties acknowledge that the migration of the Services from the Supplier to the Buyer and/or its Replacement Supplier may be phased, such that certain elements of the Services are handed over before others and in such circumstances the Consumption Charges for the Services under this Contract may be reduced accordingly.

9. Proprietary rights

9.1 The Buyer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation and any training course materials if applicable. Except as expressly stated in this Contract, this Contract does not grant the Buyer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Contract.

9.3 The Supplier hereby grants to the Buyer or shall obtain the direct grant to the Buyer of, a royalty-free, non-exclusive licence to use any Third Party IPR during the Contract Period.

Award Form, Crown Copyright 2025,

- 9.4 All rights required to be granted under this Contract shall be granted with effect from, or obtained to take effect from, the Call Off Contract Start Date, or date of creation of the applicable Intellectual Property Right, if later, save for any access or use required by the Buyer for the purposes of undertaking any Tests in accordance with Schedule 8 (Implementation Plan and Testing). Notwithstanding any licence granted for the purposes of the Tests, the Consumption Charges and any Support Service Charges shall not take effect before the Contract Start Date.
- 9.5 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Data and Buyer Materials, including the right to grant sub-licences to its Sub-Contractors, provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier in a form reasonably acceptable to the Buyer.
- 9.6 The licence granted in paragraph 9.5 is granted solely to the extent necessary for providing and performing the Services in accordance with this Contract. The Supplier shall not use the licensed materials for any other purpose.
- 9.7 In the event of the Termination or expiry of this Contract, the rights and licences referred to in paragraph 9.5 shall terminate automatically and the Supplier shall deliver to the Buyer all Buyer Data and Buyer Material licensed to the Supplier pursuant to paragraph 9.5 in its possession or control.
- 9.8 The Buyer may disseminate and make such further copies of the Documentation as is reasonably necessary for the use of the Services and for training the Buyer's personnel in use of the Services. The Buyer shall ensure that all Supplier's proprietary notices are reproduced in any such copy.
10. Buyer Data
- 10.1 The Supplier acknowledges that the Buyer Data is the property of the Buyer and the Buyer reserves all Intellectual Property Rights which may, at any time, subsist in the Buyer Data.
- 10.2 The Supplier shall not acquire any right in, or title to, any part of the Buyer Data. To the extent that any Intellectual Property Rights in any of the Buyer Data vest in the Supplier by operation of Law, such Intellectual Property Rights are hereby assigned by the Supplier to the Buyer by operation of this paragraph 10.2 immediately upon the creation of such Buyer Data.
- 10.3 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Buyer.
- 10.4 The Supplier shall take responsibility for preserving the integrity of Buyer Data which comes into its possession or control and preventing the corruption or loss of Buyer Data. The Supplier shall have in place an appropriate archiving

Award Form, Crown Copyright 2025,

and back-up policy, a copy of which is to be provided to the Buyer and as such policy may be updated by the Supplier from time to time.

- 10.5 The Supplier shall perform secure back-ups of all of the Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Supplier's Disaster Recovery and Business Continuity Plan and Schedule 14 (Business Continuity).
- 10.6 The provisions of clause 18 of the Core Terms shall apply. References in the Core Terms to "Government Data" shall be construed as references to "Buyer Data".

11. Third Party Software Terms

- 11.1 In the event delivery of the Services requires the use of or installation of any third-party software, the Supplier shall notify the Buyer of such third-party software terms and afford the Buyer reasonable opportunity to review such third-party software terms. Where the Buyer confirms to the Supplier in writing its acceptance to such third-party software terms, the Supplier is hereby authorised to accept such third-party software terms on behalf of the Buyer, which may be in electronic format, embedded in the software, or contained within the software documentation.
- 11.2 With the exception of any pass-through warranties and licences of third-party software as set out in Schedule 28 (ICT Services), the Buyer's use of third-party software will be governed by the third-party software terms and if there is any conflict or inconsistency between the terms of this Contract and the third-party software terms with respect to the third-party software only, then the third-party software terms will take precedence.

ANNEX B - APPLICABLE SUPPLIER TERMS

Schedule 29 (Key Supplier Staff)

1. Key Supplier Staff

- 1.1 The Annex 1 (Key Role) to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date ("**Key Staff**").
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

Award Form, Crown Copyright 2025,

- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom they have replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.
- 1.7 The provisions of this Schedule 29 (*Key Supplier Staff*) are in addition to and not in substitution for the employment exit provisions of Schedule 7 (*Staff Transfer*).

Annex – Key Roles

Award Form, Crown Copyright 2025,

Key Role	Key Staff	Contact Details

Schedule 30 (Exit Management)

1. Definitions

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

"Ethical Wall Agreement"	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Annex 2;
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

Award Form, Crown Copyright 2025,

"Third Party Software"	Software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and
"Virtual Library"	the data repository hosted by the Supplier containing the accurate information about this Contract and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Supplier must always be prepared for contract exit

- 2.1 The Supplier shall within thirty (30) days from the Effective Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 During the Contract Period, the Supplier shall within thirty (30) days from the Effective Date (or such other period as is specified in the Award Form) create and maintain a Virtual Library containing:
 - 2.2.1 a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 2.2.2 a configuration database detailing the technical infrastructure, a schedule of the IPRs (consistent with Annex 1 of Schedule 6 (*Intellectual Property*) which the Buyer reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any plans required to be delivered by the Supplier pursuant

Award Form, Crown Copyright 2025,

to Schedule 14 (*Business Continuity and Disaster Recovery*) or Schedule 24 (*Financial Difficulties*) and operating procedures through which the Supplier provides the Deliverables,

and the Supplier shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Contract and is readily accessible by the Buyer at all times. All information contained in the Virtual Library should be maintained and kept up to date in accordance with the time period set out in the Award Form.

2.3 The Supplier shall add to the Virtual Library a list of Supplier Staff and Staffing Information (as that term is defined in Schedule 7 (*Staff Transfer*)) in connection with the Deliverables in accordance with the timescales set out in Paragraphs 1.1, 1.2 of Part E of Schedule 7 (*Staff Transfer*).

2.4 The Supplier shall:

2.4.1 ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and

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

2.5 Each Party shall appoint an Exit Manager within three (3) Months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Contract.

3. Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any tender notice or associated tender documents and/or to facilitate any potential Replacement Suppliers undertaking due diligence, including without limitation, such information as is required to be provided under Schedule 7 (*Staff Transfer*) (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable or within such other time limits as may be specified within this Contract and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may

Award Form, Crown Copyright 2025,

adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.
- 3.5 The Buyer may require the Supplier to enter into the Ethical Wall Agreement at any point during a re-tendering or contemplated re-tendering of the Deliverables or any part of the Deliverables.
- 3.6 If required to enter into the Ethical Wall Agreement, the Supplier will return a signed copy of the Ethical Wall Agreement within ten (10) Working Days of receipt. The Supplier's costs of entering into the Ethical Wall Agreement will be borne solely by the Supplier.

4. Exit Plan

- 4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Buyer (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;
 - 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining Deliverables under this Contract;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;
 - 4.3.6 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Buyer (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;

Award Form, Crown Copyright 2025,

- 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 4.3.11 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 4.3.13 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant Deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with Schedule 3 (*Charges*). The Supplier shall be entitled to increase or vary the Charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.
- 4.5 The Supplier shall:
- 4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
 - (a) every six (6) months throughout the Contract Period;
 - (b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation Procedure); and

Award Form, Crown Copyright 2025,

- 4.5.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.
- 4.6 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.5 (as the context requires), shall that draft become the Exit Plan for this Contract.
- 4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. Termination Assistance

- 5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
 - 5.1.1 the nature of the Termination Assistance required; and
 - 5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.
- 5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
 - 5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the End Date; and
 - 5.2.2 the Buyer shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;
 - 6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance and/or access to facilitate

Award Form, Crown Copyright 2025,

- the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;
- 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- 6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Key Performance Indicators, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
- 6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Buyer; and
- 6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Key Performance Indicators, the Parties shall vary the relevant Key Performance Indicators and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data, other than Government Data (i) the Supplier is required to retain copies of by Law (ii) that is Personal Data in respect of which the Supplier is a Controller; and (iii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract;
 - 7.2.2 vacate any Buyer Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

Award Form, Crown Copyright 2025,

- (a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:
- 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.
- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Buyer shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");
 - 8.2.2 which, if any, of:
 - (a) the Exclusive Assets that are not Transferable Assets; and
 - (b) the Non-Exclusive Assets,
 the Buyer and/or the Replacement Supplier requires the continued use of; and
 - 8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of

Award Form, Crown Copyright 2025,

the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Buyer and/or its Replacement Supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.

- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
 - 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - 8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.
- 8.7 The Buyer shall:
 - 8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
 - 8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.
- 8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to

Award Form, Crown Copyright 2025,

the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 23.2 (*Other people's rights in this contract*) shall not apply to this Paragraph 8.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

9. No charges

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

10. Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

- 10.1.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex – Scope of Termination Assistance

1. Scope of Termination Assistance

10.2 The Buyer may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:

- 10.2.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
- 10.2.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Buyer and/or the Replacement Supplier after the end of the Termination Assistance Period;
- 10.2.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;

Award Form, Crown Copyright 2025,

- 10.2.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;
- 10.2.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
- 10.2.6 agreeing with the Buyer an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Buyer staff, customers and key stakeholders;
- 10.2.7 agreeing with the Buyer a handover plan for all of the Supplier's responsibilities as set out in the Security Management Plan;
- 10.2.8 providing an information pack listing and describing the Deliverables for use by the Buyer in the procurement of the Replacement Deliverables;
- 10.2.9 answering all reasonable questions from the Buyer and/or the Replacement Supplier regarding the Deliverables;
- 10.2.10 agreeing with the Buyer and/or the Replacement Supplier a plan for the migration of the Government Data to the Buyer and/or the Replacement Supplier;
- 10.2.11 providing access to the Buyer and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to the Buyer and/or the Replacement Supplier:
 - (a) to information and documentation relating to the Deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;
- 10.2.12 knowledge transfer services, including:
 - (a) making available to the Buyer and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff

Award Form, Crown Copyright 2025,

- at the time of termination or expiry as are nominated by the Buyer and/or the Replacement Supplier (acting reasonably);
- (b) transferring all training material and providing appropriate training to those Buyer and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
- (c) providing as early as possible for transfer to the Buyer and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the Replacement Supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Buyer and/or the Replacement Supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Buyer and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

10.3 The Supplier will:

- 10.3.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Buyer at the time of termination or expiry of this Contract; and
- 10.3.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

10.4 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or its Replacement Supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Buyer and/or the Replacement Supplier.

10.5 The information which the Supplier will provide to the Buyer and/or the Replacement Supplier pursuant to Paragraph 1.1.11 shall include:

- 10.5.1 copies of up-to-date procedures and operations manuals;
- 10.5.2 product information;
- 10.5.3 agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or the Replacement Supplier; and

Award Form, Crown Copyright 2025,

10.5.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer pursuant to this Schedule,

and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

10.6 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or the Buyer access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

10.6.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:

- (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
- (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Buyer deems reasonable; and

10.6.2 the Buyer and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Annex – Draft Ethical Wall Agreement

[THE BUYER]

and

[THE SUPPLIER]

Award Form, Crown Copyright 2025,

ETHICAL WALL AGREEMENT

This Agreement is dated [] 20[] (the "Effective Date").

Between:

- (1) [INSERT NAME OF BUYER] (the "Buyer") [acting on behalf of the Crown] of [insert Buyer's address]; and
- (2) [NAME OF SUPPLIER] a [company]/[limited liability partnership] registered in England and Wales under registered number [insert registered number] whose registered office is at [insert Supplier's registered address] (the "Supplier"),

together the "Parties" and each a "Party".

BACKGROUND

- A. The Buyer is obliged to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process pursuant to the Procurement Act 2023 and any regulations made under it. The purpose of this document ("Agreement") is to define the protocols to be followed to prevent, identify and remedy any conflict of interest (whether actual, potential or perceived) in the context of the Purpose (defined below).
- B. The Buyer is conducting a procurement exercise for the [supply/purchase/provision] of [insert details of project/goods/services] (the "Purpose").
- C. The Parties wish to enter into this Agreement to ensure that a set of management processes, barriers and disciplines are put in place to ensure that conflicts of interest do not arise, and that the Supplier does not obtain an unfair competitive advantage over Other Bidders.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

10.7 The following capitalised words and expressions shall have the following meanings in this Agreement and its recitals:

"Affiliate" means 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;

"Agreement" means this ethical walls agreement duly executed by the Parties;

"Bid Team" means any Representatives of the Supplier, any of its Affiliates and/or any Subcontractors connected to the preparation of a Tender Response;

Award Form, Crown Copyright 2025,

"Central Government Body" means 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, including:

- (4a) Government Departments;
- (4b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal);
- (4c) Non-Ministerial Departments; or
- (4d) Executive Agencies;

"Conflicted Personnel" means any Representatives of:

the Supplier;

any of the Supplier's Affiliates; and/or

any Subcontractors,

who, because of the Supplier's, any of its Affiliates' and/or any Subcontractors' relationship with the Buyer under any Contract, have or have had access to information which creates or may create a conflict of interest or provide the Bid Team with an unfair advantage as regards information Other Bidders would not have;

"Contract" means any pre-existing or previous contract between the Buyer and:

(10a) the Supplier;

(10b) any of the Supplier's Affiliates;

(10c) any Subcontractors; and/or

(10d) any other Third Party,

relating to the subject matter of the Purpose at the date of the commencement of the Tender Process;

"Control" means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and **"Controlled"** shall be construed accordingly;

"Effective Date" means the date of this Agreement as set out above;

"Other Bidder" means any other bidder or potential bidder that is not the Supplier or any of its Affiliates that has taken or is taking part in the Tender Process;

"Procurement Process" means the period commencing on the earlier of: (a) the publication of the first notice in relation to the Purpose; and (b) the execution of this Agreement, and ending on the occurrence of: (i) the publication by the Buyer of the contract details notice; or (ii) the abandonment or termination of the Tender Process as notified by the Buyer;

Award Form, Crown Copyright 2025,

"Professional Advisor" means a supplier, subcontractor, advisor or consultant engaged by the Supplier and/or any of its Affiliates under the auspices of compiling its Tender Response;

"Purpose" has the meaning given to it in recital B to this Agreement;

"Representative" refers to a person's officers, directors, employees, advisers (including the officers, directors, employees, advisers and agents of any Professional Advisors), agents and, where the context admits, providers or potential providers of finance (including their representatives) to the Supplier, any of its Affiliates and/or any subcontractors engaged in connection with the Tender Process;

"Subcontractor" means an existing or proposed subcontractor of:

(19a) the Supplier; and/or

(19b) any of the Supplier's Affiliates,

who is connected to the preparation of an Tender Response (including key subcontractors named in the Tender Response);

"Tender Process" means, with regard to the Purpose, the relevant procedure provided for in the Procurement Act 2023 (as amended), which the Buyer has elected to use to select a contractor or contractors, together with all relevant information, data, correspondence and/or documents issued and/or made available by or on behalf of the Buyer as part of that procurement exercise and all information, correspondence and/or documents issued and/or made available by or on behalf of the bidders in response together with any resulting contracts;

"Tender Response" means the tender(s) submitted, or to be submitted, by the Counterparty, any of its Affiliates and/or any Subcontractors in response to any invitation(s) to submit bids under the Tender Process;

"Third Party" means any person who is not a Party, including Other Bidders, their Affiliates and/or their Representatives; and

"Working Day" means any day of the week other than a weekend, when Banks in England and Wales are open for business.

- 10.8 Reference to the disclosure of information includes any communication or making available information and includes both direct and indirect disclosure.
- 10.9 Reference to the disclosure of information, or provision of access, by or to the Buyer, the Supplier, any of the Supplier's Affiliates and/or any Subcontractors includes disclosure, or provision of access, by or to the Representatives of the Buyer, the Supplier, any of its Affiliates and/or any Subcontractors (as the case may be).
- 10.10 Reference to persons includes legal and natural persons.
- 10.11 Reference to any enactment is to that enactment as amended, supplemented, re-enacted or replaced from time to time.
- 10.12 Reference to clauses and recitals is to clauses of and recitals to this Agreement.

Award Form, Crown Copyright 2025,

10.13 Reference to any gender includes any other.

10.14 Reference to writing includes email.

10.15 The words "**include**" and "**including**" are to be construed without limitation.

10.16 The singular includes the plural and vice versa.

10.17 The headings contained in this Agreement shall not affect its construction or interpretation.

11. Ethical walls

In consideration of the sum of £1 payable by the Buyer to the Supplier, receipt of which is hereby acknowledged, the Parties agree to be bound by the terms of this Agreement.

12. Conflicts of Interest

12.1 The Supplier:

12.1.1 shall take all appropriate steps to ensure that neither the Supplier, nor its Affiliates, nor any Subcontractors nor any Representatives are in a position where, in the reasonable opinion of the Buyer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives and the duties owed to the Buyer under any Contract or pursuant to an open and transparent Tender Process; and

12.1.2 acknowledges and agrees that a conflict of interest may arise in situations where the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives intend to take part in the Tender Process and because of the Supplier's, any of its Affiliates', any Subcontractors' and/or any Representatives' relationship with the Buyer under any Contract, the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives have or have had access to information which could provide the Supplier, any of its Affiliates, any Subcontractors and/or any Representatives with an advantage and render unfair an otherwise genuine and open competitive Tender Process.

12.2 Where there is or is likely to be a conflict of interest, or the perception of a conflict of interest, of any kind in relation to the Tender Process, the Supplier shall take such steps that are necessary to eliminate the conflict of interest to the Buyer's satisfaction, including one or more of the following:

12.2.1 not assigning any of the Conflicted Personnel to the Bid Team at any time;

12.2.2 providing to the Buyer promptly upon request a complete and up to date list of any Conflicted Personnel and the personnel comprising the Bid Team and reissue such list to the Buyer promptly upon any change to it;

Award Form, Crown Copyright 2025,

- 12.2.3 ensuring that no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives results in information of any kind, however conveyed, or in any format and however so stored:
 - (a) about the Tender Process (gleaned from the performance of any Contract or otherwise); and/or
 - (b) which would or could in the opinion of the Buyer confer an unfair advantage on the Supplier in relation to its participation in the Tender Process,
 becoming available to the Bid Team where the Buyer has not made generally available that information to Other Bidders;
- 12.2.4 ensuring that by no act or omission by itself, its Affiliates, any Subcontractors and/or any Representatives and in particular the Bid Team results in information of any kind, however conveyed, in any format and however so stored about the Tender Process, its operation and all matters connected or ancillary to it becoming available to the Conflicted Personnel;
- 12.2.5 ensure that agreements that flow down the Supplier's obligations in this Agreement, are entered into as necessary, between the Supplier and its Affiliates and any Subcontractors [in a form to be approved by the Buyer];
- 12.2.6 physically separating the Conflicted Personnel and the Bid Team, either in separate buildings or in areas with restricted access;
- 12.2.7 providing regular training to its Affiliates, any Subcontractors and/or Representatives to ensure it is complying with this Agreement;
- 12.2.8 monitoring Conflicted Personnel movements within restricted areas (both physical and electronic online areas) to ensure it is complying with this Agreement and to ensure adherence to the ethical wall arrangements the Supplier, its Affiliates, any Subcontractors and/or any Representatives have put in place in order to comply with this Agreement;
- 12.2.9 ensuring that the Conflicted Personnel and the Bid Team are line managed and report independently of each other; and
- 12.2.10 complying with any other action as the Buyer, acting reasonably, may direct in connection with the Tender Process and/or this Agreement.

13. Notification of Conflicts of Interest

13.1 The Supplier shall:

- 13.1.1 notify the Buyer immediately in writing of all perceived, potential and/or actual conflicts of interest that arise or have arisen;
- 13.1.2 submit in writing to the Buyer full details of the nature of the perceived, potential and/or actual conflict of interest including full details of the risk assessments undertaken, the impact or potential impact of the perceived, potential and/or actual conflict, the measures and

Award Form, Crown Copyright 2025,

arrangements that have been established and/or are due to be established, to eliminate the perceived, potential and/or actual conflict, and the Supplier's plans to prevent potential conflicts of interests from arising ("**Proposed Avoidance Measures**"); and

13.1.3 seek the Buyer's approval to the Proposed Avoidance Measures which the Buyer shall have the right to grant, grant conditionally or deny (if the Buyer rejects the Proposed Avoidance Measures the Supplier shall repeat the process set out in this Clause 2.4 until such time as the Buyer grants approval or the Supplier withdraws from the Tender Process).

13.2 The Supplier will provide to the Buyer, on demand, any and all information in relation to its adherence with its obligations set out under Clauses 2.2 and 2.3 as reasonably requested by the Buyer.

13.3 The Buyer reserves the right to require the Supplier to demonstrate the measures put in place by the Supplier under Clauses 2.2 and 2.3.

13.4 The Supplier acknowledges that any provision of information or demonstration of measures, in accordance with Clauses 2.5 and 2.6, does not constitute acceptance by the Buyer of the adequacy of such measures and does not discharge the Supplier of its obligations or liability under this Agreement.

14. Exclusion from the Tender Process

14.1 Where, in the reasonable opinion of the Buyer, there has been any breach by the Supplier of Clauses 2.2, 2.3, or 2.4 or failure to obtain the Buyer's approval of the Proposed Avoidance Measures the Buyer shall be entitled to exclude the Supplier, or any of its Affiliates and/or any Representatives, from the Tender Process, and the Buyer may, in addition to the right to exclude, take such other steps as it deems necessary.

14.2 The actions of the Buyer pursuant to Clause 2.8 shall not prejudice or affect any right of action or remedy under this Agreement or at law which shall have accrued or shall thereafter accrue to the Buyer.

15. Bid Costs

15.1 In no event shall the Buyer be liable for any bid costs incurred by:

15.1.1 the Supplier or any of its Affiliates, any Representatives and/or any Subcontractors; or

15.1.2 any Third Party,

as a result of any breach of this Agreement by the Supplier, any of its Affiliates, any Subcontractors and/or Representatives, including where the Supplier, any of its Affiliates, any Subcontractors or Representatives, or any Third Party is or are excluded from the Tender Process.

16. Specific Remedies

16.1 The Supplier acknowledges and agrees that:

Award Form, Crown Copyright 2025,

16.1.1 neither damages nor specific performance are adequate remedies in the event of a breach of the obligations in Clause 2; and

16.1.2 in the event of a breach of any of the obligations in Clause 2 which cannot be effectively remedied the Buyer shall have the right to terminate both this Agreement and the Supplier's participation in the Tender Process in each case with immediate effect on written notice.

17. Sole responsibility

It is the sole responsibility of the Supplier to comply with the terms of this Agreement, including ensuring its Affiliates, any Subcontractors, and/or any Representatives comply with the terms of this Agreement. No approval by the Buyer of any procedures, agreements or arrangements provided by the Supplier, any of its Affiliates, any Subcontractors and/or their Representatives to the Buyer shall discharge the Supplier's obligations.

18. Waiver and invalidity

18.1 No failure or delay by any Party in exercising any right, power or privilege under this Agreement or by law shall constitute a waiver of that or any other right, power or privilege, nor shall it restrict the further exercise of that or any other right, power or privilege. No single or partial exercise of such right, power or privilege shall prevent or restrict the further exercise of that or any other right, power or privilege.

18.2 If any provision of this Agreement is prohibited or unenforceable in any jurisdiction in relation to any Party, such prohibition or unenforceability will not invalidate the remaining provisions of this Agreement, or affect the validity or enforceability of the provisions of this Agreement in relation to any other Party or any other jurisdiction.

19. Assignment and novation

19.1 The Supplier shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent of the Buyer.

19.2 The Buyer may assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

19.2.1 any Central Government Body; or

19.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer; and

19.2.3 the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer may reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause 5.

19.3 A change in the legal status of the Buyer such that it ceases to be a Central Government Body shall not affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Buyer.

Award Form, Crown Copyright 2025,

20. Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 (as amended, updated or replaced from time to time) to enforce any term of this Agreement, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

21. Transparency

The Parties acknowledge and agree that the Buyer is under a legal duty pursuant to the Procurement Act 2023 to run procurement processes in accordance with section 12 of the Procurement Act 2023. Accordingly, the Buyer may disclose the contents of this Agreement to Other Bidders (and/or potential Other Bidders) for the purposes of transparency and in order to evidence that a fair procurement process has been followed.

22. Notices

22.1 Any notices sent under this Agreement shall be in writing and be served by e-mail unless it is not practicable to do so.

22.2 Subject to Clause 8.1, the following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Email.	9.00am on the first Working Day after sending	Dispatched as a pdf attachment to an e-mail to the correct e-mail address without any error message.
Personal delivery.	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1 st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

Award Form, Crown Copyright 2025,

	on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	
--	---	--

22.3 Notices shall be sent to the e-mail addresses (or address, where e-mail is not practicable) set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Supplier	Buyer
Contact		
Email		
Address		

22.4 This Clause 8 does not apply to the service of any proceedings or other documents in any legal action or other method of dispute resolution.

23. Waiver and cumulative remedies

23.1 The rights and remedies under this Agreement may be waived only by notice, and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

24. Term

Each Party's obligations under this Agreement shall continue in full force and effect for period of [] years from the Effective Date/[or for the period of the duration of the Procurement Process]

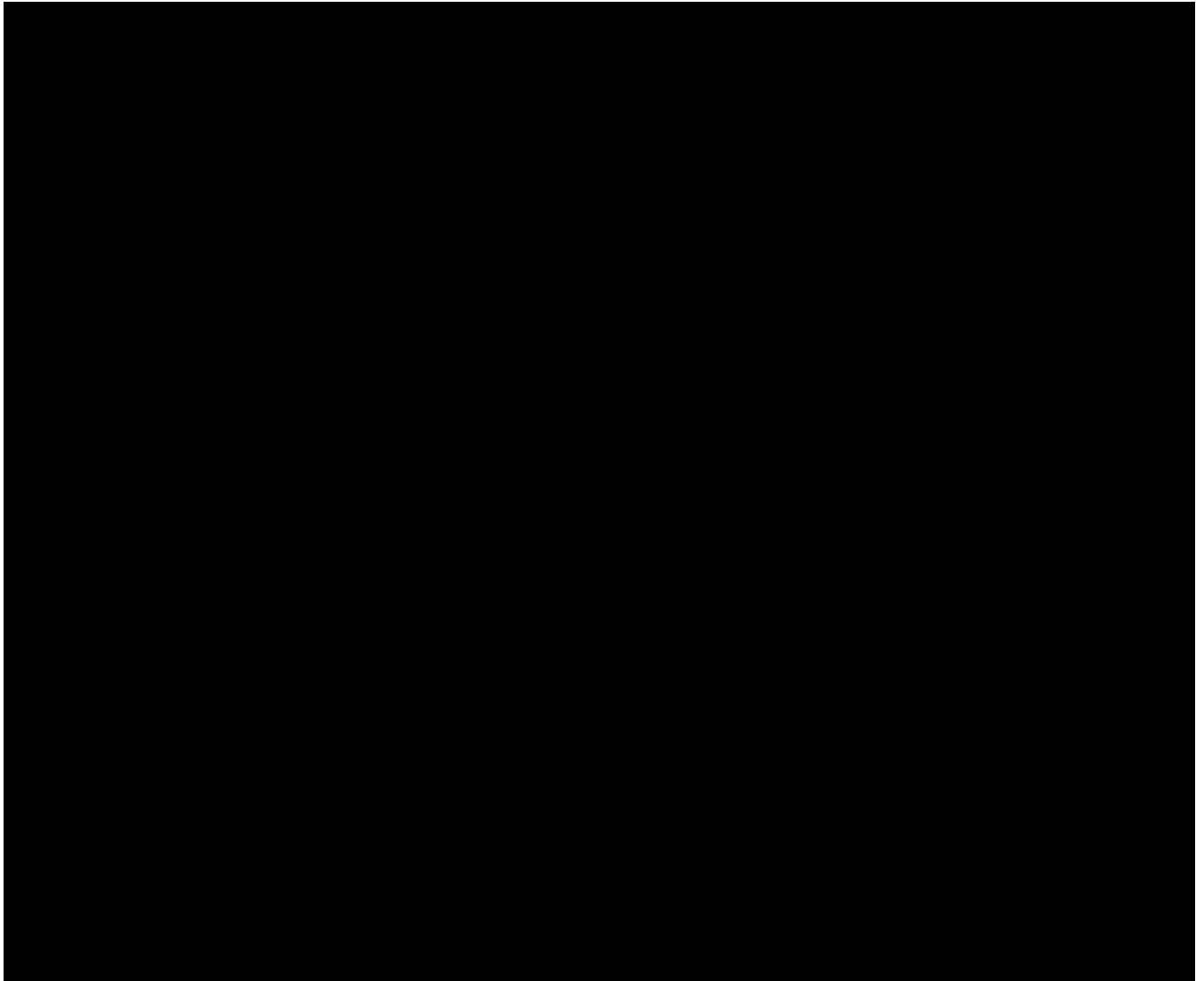
25. Governing law and jurisdiction

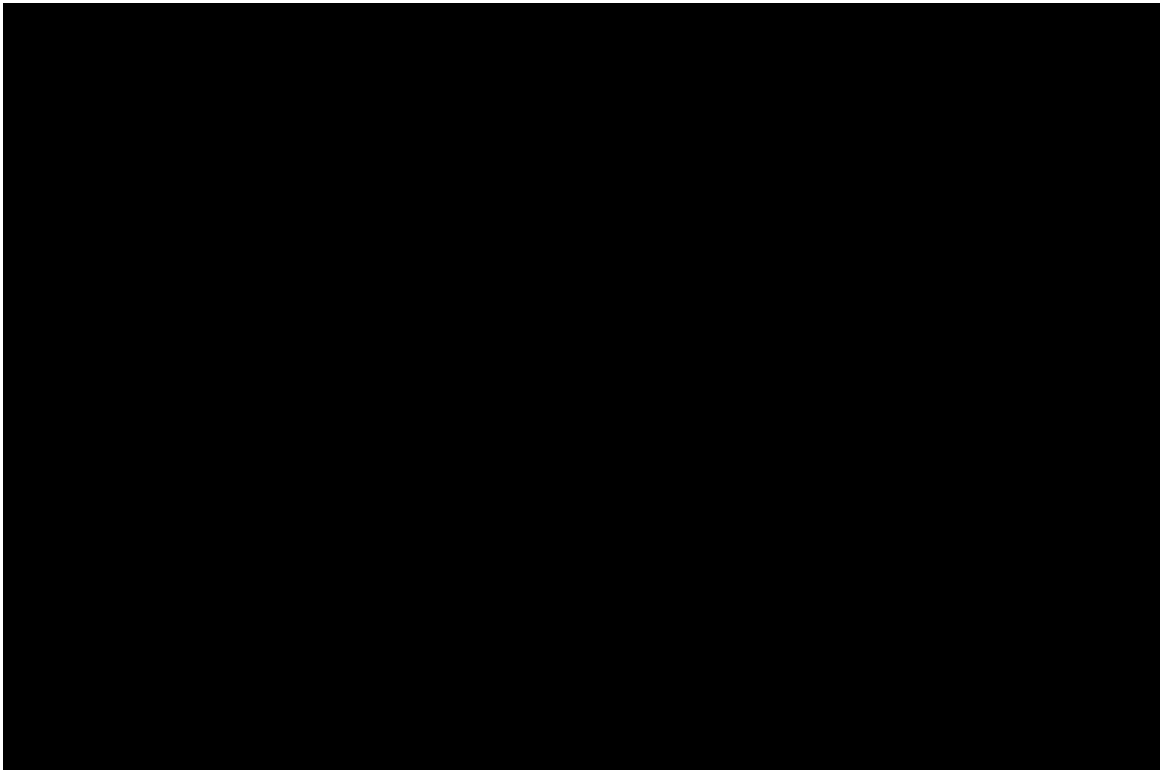
25.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

25.2 The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-

Award Form, Crown Copyright 2025,

contractual) that arises out of or in connection with this Agreement or its subject matter or formation.





[Redacted Content]