**CALL-OFF CONTRACT**

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This Call-Off Order Form is entered into between the Customer and the Supplier (as detailed below) on [ ] ("**Call-Off Effective Date**")

1. Background
	1. On [insert date] the Secretary of State for Justice (the **"Authority**") advertised in the Official Journal of the European Union (reference [insert OJEU number]), inviting prospective suppliers to submit proposals for the supply of rehabilitation and resettlement services.
	2. Following receipt of an SQ Response, the Authority entered into a dynamic framework agreement dated [ ] (the "**Framework Agreement**") with the Supplier for the supply of Services (as described in the Framework Agreement).
	3. In accordance with the Call-Off Procedure (as defined in the Framework Agreement) the Authority has run a Call-Off Competition. The Supplier participated in the Call-Off Competition and as a result of the Supplier's response the Customer now wishes to enter into this Call-Off Contract with the Supplier.
	4. The Supplier shall provide the Services to the Customer in accordance with the terms of this Call-Off Contract and the Framework Agreement.
2. It is agreed as follows
	1. This Call-Off Order Form shall incorporate the terms of the Framework Agreement save as amended herein and together shall constitute the Call-Of Contract.
	2. The rules of interpretation and the defined terms as set out in Clause 1 of the Framework Agreement shall apply mutatis mutandis to this Call-Off Contract (unless otherwise stated).
	3. This Call-Off Contract shall come into force on the Call-Off Effective Date and, unless terminated at an earlier date by operation of Law or otherwise in accordance with its terms, terminate on the Call-Off Expiry Date (the "**Call-Off Term**").
	4. The Supplier acknowledges that it has advised the Customer in writing of:-
		1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
		2. the actions needed to remedy each such unsuitable aspect; and
		3. 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 Call-Off Contract, including the Services Description and/or Customer Responsibilities as applicable.

* 1. The Supplier shall not be excused from the performance of any of its obligations under this Call-Off Contract on the grounds of, nor, shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any unsuitable aspects of the Operating Environment.
	2. The Supplier represents and warrants that the Financial Model is a true and accurate reflection of the Costs and Charges by the Supplier and the Supplier does not have any other internal financial model in relation to the Services inconsistent with the Financial Model.
1. call-off contract particulars

|  |  |  |
| --- | --- | --- |
|  | The Customer | **[Note – detailed to be entered on award]** |
|  | Supplier |

|  |  |
| --- | --- |
| Name: | ***[company name***] |
| Registered address: | ***[company address]*** |
| Registered number: | ***[company number]*** |

 |
|  | Call-Off Commencement Date | [*Insert date* for commencement of Services] |
|  | Call-Off Expiry Date | [*Insert date*] |
|  | Customer Representative (Clause 13.6.2) | [*Insert name, title etc.*] |
|  | Supplier Representative (Clause 13.6.2) | [*Insert name, title etc.*] |
|  | Services | For the Purposes of this Call-Off Contract the Call-Off Services Description shall be as set out in Schedule 2.1 (Call-Off Services Description) and the Supplier Solution shall be as set out in Schedule 4.1 (Call-Off Supplier Solution). |
|  | Relevant terms | In this Call-Off Contract the following provisions of the Framework Agreement shall be deemed to apply or be disapplied (as set out below) and where such term is disapplied and shall not apply to this Call-Off Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| **Framework Agreement Clause number** | **Applies** | **Disapplies** | **Consequence** |
| 9 (Implementation) | [tick as appropriate] | [tick as appropriate] | If this Clause 9 applies the provisions of Schedule 6.1 (Call-Off Implementation) of this Call-Off Contract shall apply |
| 10 (Performance Indicators) | [tick as appropriate] | [tick as appropriate] | If this Clause 10 applies the provisions of Schedule 2.2 (Call-Off Performance Indicators) of this Call-Off Contract shall apply |
| 16.7 to 16.10 (Key Personnel) | [tick as appropriate] | [tick as appropriate] | If this Clause 16.7 to 16.10 applies the provisions of Schedule 9.2 (Call-Off Key Personnel) of this Call-Off Contract shall apply |
| 32 (Remediation Plan Process) | [tick as appropriate] | [tick as appropriate] |  |
| 33 (Delay Payments) | [tick as appropriate] | [tick as appropriate] |  |
| 35 (Step-In Rights) | [tick as appropriate] | [tick as appropriate] |  |
| Schedule 7.2 (Payments on Termination) | [tick as appropriate] | [tick as appropriate] | If yes, confirm if the cap on Contract Breakage Costs should be anything different to the Framework Schedule and if so what |

 |
|  | Tiering | This Call-Off Contract shall be deemed to be the relevant tiering level as set out below for each relevant provision or Schedule referenced and the terms of this Call-Off Contract shall be applied accordingly.

|  |  |  |  |
| --- | --- | --- | --- |
| **Provision** | **Tier One** | **Tier Two** | **Tier Three** |
| Schedule 7.4 (Financial Distress) |  |  |  |
| Schedule 7.5 (Reports, Records and Audit Rights) |  |  |  |
| Schedule 8.1 (Governance) |  |  |  |
| Schedule 8.2 (Change Control) |  |  |  |
| Schedule 8.5 (Exit Management) |  |  |  |
| Schedule 12 - GuaranteeTier One and Tier Two require (if parent) and Tier Three (right to request) |  |  |  |

 |
|  | Charges | The provisions of Schedule 7.1 (Call-Off Charges and Invoicing) shall apply to this Call-Off Contract and includes the Financial Model.The following provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall apply to this Call-Off Contract:- Part A (Employment Adjustment); [and]- Part B (Redundancy Surcharge).ORThe provisions of Appendix 1 to Schedule 7.1 (Charges and Invoicing) shall not apply to this Call-Off Contract. **[Note – select and amend as appropriate for Call-Off Contract]** |
|  | Customer Responsibilities | The responsibilities of the Customer set out in Schedule 3 (Call-Off Customer Responsibilities) shall constitute Customer Responsibilities under this Call-Off Contract. |
|  | Standards | For the purposes of Schedule 2.3 (Standards) this Call-Off Contract shall be [Basic, Normal, Enhanced]. **[Note – set out at Call-Off Competition launch based on Schedule 2.3 (Standards)]** However, due to the security classification as set out below, this Call-Off Contract shall be [Basic, Normal, Enhanced] for the purposes of Schedule 2.3 (Standards). **[Note – if on Call-Off Competition award the security classification changes in accordance with Paragraph 1.3 of Schedule 2.4 (Information Security and Assurance) the new standards classification that follows shall be recorded in this second sentence]** |
|  | Security | For the purposes of Schedule 2.4 (Information Security and Assurance) this Call-Off Contract shall be [S1, S2, S3, S4, S5 or S6]. **[Note – set out at Call-Off Competition launch based on Schedule 2.4 (Information Security and Assurance)]** However, due to the additional Call-Off Contracts held by the Supplier at the Call-Off Effective Date this Call-Off Contract shall be a [S1, S2, S3, S4, S5 or S6] for the purposes of Schedule 2.4 (Information Security and Assurance). **[Note – if on Call-Off Competition award the security classification changes in accordance with Paragraph 1.3 of Schedule 2.4 (Information Security and Assurance) the new security classification that follows shall be recorded in this second sentence]** The Supplier must notify the Customer in writing as soon as practicable if this classification changes during the Call-Off Term in accordance with the requirements of Schedule 2.4 (Information Security and Assurance). |
|  | Commercially Sensitive Information | The information set out in Schedule 4.2 (Call-Off Commercially Sensitive Information) shall be Commercially Sensitive Information for the purposes of this Call-Off Contract |
|  | Sub-contracting | The sub-contractors set out in Schedule 4.3 (Call-Off Sub-contracting) shall be the Key Sub-contractors that the Supplier is entitled to sub‑contract its obligations under this Call-Off Contract to.  |
|  | Software | The provisions of Schedule 6.2 (Call-Off Software) of this Call-Off Contract shall apply. |
|  | Payments on Termination | The maximum Termination Payment recoverable shall be as set out in Schedule 7.2 (Payments on Termination) of the Framework Agreement. **OR**For the purposes of paragraph 3.2 (b) of Schedule 7.2 (Payments on Termination) of the Framework Agreement the relevant limit shall be £[ ].  |
|  | Financial Distress | The provisions of Schedule 7.4 (Call-Off Financial Distress) of this Call-Off Contract shall apply. |
|  | Governance | The provisions of Schedule 8.1 (Call-Off Governance) of this Call-Off Contract shall apply. |
|  | Exit Management | In accordance with Paragraph 8 of Schedule 8.5 (Exit Management) Charges shall be payable for Termination Services. **[Note – delete for all call-offs where the Termination Services shall be provided within the Charges and not paid for separately]** |
|  | Service Continuity | For the purposes of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) this Call-Off Contract [shall constitute/shall not constitute] a Critical Service Contract.  |
|  | Staff Transfer (Relevant Staff Transfer Schedule) | **Schedule 9.1A/Schedule 9.1B shallapply to this Call-Off Contract** [Note – select A for Day 1 Services and B for re-let contracts]**Part B of Schedule 9.1A/Schedule 9.1B shall/shall not apply to this Call-Off Contract** [Note – mark shall apply if there is a staff transfer]**Part C of Schedule 9.1A/Schedule 9.1B shall/shall not apply to this Call-Off Contract** [Note – mark shall apply if there is not a staff transfer]**Part D of Schedule 9.1A/Schedule 9.1B shall/shall not apply to this Call-Off Contract** [Note – mark shall apply if there are LGPS or CSPS employees transferring]Annex D1 to Part D – CSPS shall/shall not apply to this Call-Off Contract [Note – mark shall apply if there are staff transferring in CSPS]Annex D2 to Part D - LGPS shall/shall not apply to this Call-Off Contract and the Agreed Employer Contribution Rate [shall not be amended/shall be amended to [ ]%] and the form of guarantee referred to in Paragraph 2.4 shall be that annexed to this Call-Off Order Form. [Note – mark shall apply if there are staff transferring in LGPS (GMPF) and annex form of guarantee. Note where LGPS employees are in scope Bidders must be asked to confirm as response to ITT that they can meet LGPS compliance requirements. If not they will be excluded]  |
|  | Guarantee | This Call-Off Contract is conditional upon the valid execution and delivery to the Customer of the Guarantee.For the purposes of this Call-Off Contract the Guarantor shall be [insert name], a company registered in [insert country] with company number [insert company number] and whose registered office is at [insert registered address].**[Note – only retain if PCG is required for Call-Off Contract]** |
|  | Personal Data | The provisions of Schedule 10 (Call-Off Processing Personal Data) of this Call-Off Contract shall apply. |
|  | Notice provisions (Clause 46.4) |

|  |  |  |
| --- | --- | --- |
|  | **Supplier** | **Customer** |
| **Contact** |  |  |
| **Address** |  |  |
| **Email** |  |  |

 |
|  | Special Terms | **[Note – to include any specific terms to the Call-Off Contract not dealt with above]** |

**IN WITNESS** of which this Call-Off Contract has been duly executed by the Parties on the date which appears at the head of its page 1.

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of **the [Customer]**………………………………………………Signature………………………………………………Name (block capitals)………………………………………………Position………………………………………………Date |  |

|  |  |
| --- | --- |
| **SIGNED** for and on behalf of **the [Supplier]**………………………………………………Signature………………………………………………Name (block capitals)………………………………………………Position………………………………………………Date |  |

**SCHEDULE 2.1**

**CALL-OFF SERVICES DESCRIPTION**

1. Introduction
	1. This Schedule sets out the scope of the Services to be provided by the Supplier.
	2. The Services to be provided by the Supplier under this Call-Off Contract shall be:
		1. the Mandatory Requirements as defined in Part A of Schedule 2.1 (Services Description) of the Framework Agreement;
		2. the elements as set out in Part B of this Schedule 2.1 (Call-Off Services Description) being:-
			1. General Requirements;
			2. Referral process;
			3. Service Description/Introduction;
			4. Required Outcomes;
			5. Complexity Levels;
			6. Service delivery methods;
			7. Supplier Personnel skills and knowledge;
			8. Service Category specific requirements; and
		3. within the Geographical Locations set out in Part C.

**PART A -** Mandatory Requirements

1. The Mandatory Requirements set out in Part A of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.

**PART B – SERVICE CATEGORIES**

1. The Supplier shall provide the Service Categories for this Call-Off Contract as set out in the header of the table(s) below.
2. Such Service Categories shall be provided to the Service Users as identified in the table(s) below.
3. Where specialist Cohort Service Category services are required in respect of the Framework Service Category(ies) selected in the table(s) below the specific Service Users to which this applies shall be identified in the table(s) below.
4. By way of example, for illustrative purposes only, if the relevant Call-Off Contract is:
	1. in respect of Accommodation Services to be provided to all Service Users with no specialist Cohort Service Category services then:
		1. the header row shall list Accommodation as the Service Category;
		2. in row one (1) all four types of Service User shall be ticked;
	2. in respect of Education Training and Employment to be provided to all Services Users with specialist Cohort Service Category services to be provided in respect of Adult Female Service Users and Young Adult Female Service Users then:
		1. the header row shall list Education, Training and Employment as the Service Category;
		2. in row one (1) Adult Male Service User and Young Adult Male Service User shall be ticked;
		3. in row two (2) Adult Female Service User and Young Adult Female Service User shall be ticked.

**Table – Service Category(ies), Cohort Service Category(ies) and Service Users in-scope for Call-Off Contract**

|  |  |
| --- | --- |
| Header | Service Category(ies): [Accommodation; Education, Training and Employment; Finance, Benefits and Debt; Dependency and Recovery; Family and Significant Others; Lifestyle & Associates; Emotional Wellbeing; Social Inclusion; Restorative Justice; Cognitive and Behavioural Change; and Service User Involvement] **[Note – delete as applicable. However, if the selected Service Categories each have different Cohort Service Category requirements replicate the below table for each Service Category]** |
|  |  | Service Users in Scope |
| Adult Male Service User | Young Adult Male Service User | Adult Female Service User | Young Adult Female Service User |
| Row 1 | No specific Cohort Service Category requirements |  |  |  |  |
| Row 2 | Women's Specific Cohort Service Category |  |  |  |  |
| Row 3 | Young Adults Specific Cohort Service Category |  |  |  |  |
| Row 4 | BAME Specific Cohort Service Category |  |  |  |  |

**[Note – select within the table the Service Users that the relevant Service Category shall apply to and where Cohort Service Category services are specifically required the relevant Cohort Service Category should be selected. If Service Categories have different Cohort Service Category requirements replicate the above table for each Service Category].**

1. **General Requirements**
	1. The following General Requirements shall apply to this Call-Off Contract:
		1. **[Note: insert applicable General Requirements – this is already prepared for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1.]**
2. **Referral process**
	1. [The Referral process is set out in the General Requirements above.] **[Note – include this wording if the Referral process is included in the General Requirements, this is the case for the Day 1 Services in the in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1.]**
	2. [The following Referral process shall apply to this Call-Off Contract:]
		1. **[Note - include this wording and delete 6.1 above if the Referral process is not included in the General Requirements and list such Referral process here.]**
3. **Service Description/Introduction**
	1. [Subject to Paragraph 7.2, t]he Service Description/Introduction set out in relation to each of the Framework Service Categories (as selected as In-Scope in the above Table) and which are set out in Paragraph 2 (as applicable) of Part B of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.
	2. [**Note – list any deviations/variations or complete alternative to Part B Service Description/Introduction (if any) this is already prepared for each Service Category for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1. If there are no amendments delete square brackets from 7.1.**]
4. **Required Outcomes**
	1. [Subject to Paragraph 8.2, t]he Outcomes set out in relation to each of the Framework Service Categories (as selected as In-Scope in the above Table) and which are set out in Paragraph 2 (as applicable) of Part B of Schedule 2.1 (Services Description) of the Framework Agreement shall apply.
	2. [**Note – list any deviations/variations or complete alternative to Part B Outcomes process (if any) this is already prepared for each Service Category for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1. If there are no amendments delete square brackets from 8.1.**]
5. **[Complexity Levels]**
	1. [Complexity Levels shall apply to this Call-Off Contract. Services should be delivered in a way which reflects such differing Complexity Levels of Service Users which occur within the probation caseload. For this Call-Off Contract the relevant Complexity Levels shall be as follows:]
		1. **[Note: Insert Low, Medium, High – this is already prepared for each Service Category for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1.]**
		2. **[If Complexity Levels are not applicable – delete paragraph 9]**
6. **[Service Delivery Method]**
	1. [The following Service Delivery Methods shall apply to this Call-Off Contract:]
		1. **[Note: insert applicable Service Delivery Methods – this is already prepared for each Service Category for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1.]**
		2. **[If there aren't any applicable Service Delivery Methods – delete paragraph 10]**
7. **[Supplier Personnel Skills and Knowledge]**
	1. [Notwithstanding any requirements as set out in Clause 16 of the Framework Agreement, [or otherwise in accordance with the requirements in relation to Supplier Personnel as are set out in the General Requirements] for this Call-Off Contract, the Supplier shall ensure that all Supplier Personnel delivering the Services should have the following]
		1. **[Note: insert applicable Supplier Skills and Knowledge** **– this is already prepared for each Service Category for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1.]**
		2. **[If there aren't any additional skills points to those set out in Clause 16 – delete paragraph 11]**
8. **[Service Category Specific Requirements]**
	1. [For this Call-Off Contract the additional Service Category specific requirements shall be as follows:]
		1. **[Note: Insert Service Specific Requirements – these have already been prepared for each Service Category for Day 1 Services in the Day 1 Services Example document as set out in the Appendix to Part B of Framework Schedule 2.1.]**
		2. **[if there are no further service specific requirements applicable to this Call-Off– delete paragraph 12]**

**PART C – GEOGRAPHICAL LOCATIONS**

1. The Supplier shall provide the Services (as selected in Part B above) in the following Geographical Locations.
2. **[Note – relevant areas for Call-Off Contract to be added.]**
3. SCHEDULE 2.2
4. Call-OFF PERFORMANCE LEVELS
5. CALL-OFF CONTRACT PERFORMANCE INDICATORS
	1. The Call-Off Contract Performance Indicators for this Call-Off Contract shall be those set out in Appendix 1 to this Schedule 2.2 (Call-Off Performance Levels).
6. Bedding in period
	1. For the purposes of Clause 1.6 of the Framework Agreement the bedding in period shall be [ ]. **[Note – insert if something other than six (6) months/12 months for quality measures]**.
7. Operational Assurance
	1. The Customer shall use the Authority's operational assurance methodology as set out in Appendix 2 to Schedule 2.2 (Performance Levels) of the Framework Agreement. **OR**
	2. **[Detail Customer's operational assurance mechanism at the Call-Off Competition stage if different to the above]**

**APPENDIX 1**

**CALL-OFF CONTRACT PERFORMANCE INDICATORS**

| **Framework Performance Indicator** | **Definition and formula for calculating actual performance** | **Frequency of Measurement** | **Target Performance Level** | **Trigger Level** | **Retained Percentage** |
| --- | --- | --- | --- | --- | --- |
| **SL1 -** Supplier Assessment Appointment offered to Referred Service Users | The percentage of Referred Service Users who were offered a Supplier Assessment Appointment within ten (10) Working Days of Referral.For the avoidance of doubt any Call-Off Contract Performance Indicator shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.  | Reported for each Service PeriodMeasurement Period – No more frequently than Quarterly | **[Customer shall set as part of Call-Off Competition process]** | [x% less than Target Performance Level] **[Customer shall set as part of Call-Off Competition process]** | **[Customer shall set as part of Call-Off Competition process]** |
| **SL2 -** Intervention Appointment attended by Service User | The percentage of Referred Service Users assessed as suitable who attended an Intervention Appointment (which may include the Intervention Commencement Appointment)For the avoidance of doubt any Call-Off Contract Performance Indicator shall be calculated and measured on the fact that Neutral Outcomes shall not be included in the calculation of Negative Outcomes or Positive Outcomes.  | Reported for each Service PeriodMeasurement Period - No more frequently than Quarterly | **[Customer shall set as part of Call-Off Competition process]** | [x% less than Target Performance Level] **[Customer shall set as part of Call-Off Competition process]** | **[Customer shall set as part of Call-Off Competition process]** |
| **QM1 -** Quality of delivery of intervention: provision enables Service Users to make progress in addressing their offending related needs and achievement of Agreed Outcomes | The Audit Score (calculated in accordance with Appendix 2 of this Schedule 2.2 (Performance Levels)) in respect of the assessment of whether sufficient interventions of appropriate quality delivered in a manner that (a) enables Referred Service Users to make progress in addressing their offending related needs; and(b) the Agreed Outcomes in each Service User's Action Plan are sufficiently achieved  | Reported for each Service PeriodMeasurement Period – annual | Green   | Red |
| **QM2 -** Quality liaison with Responsible Officer: supports offender management, risk management, enforcement, and sentence delivery | The Audit Score (calculated in accordance with Appendix 2 of this Schedule 2.2 (Performance Levels)) in respect of the assessment of whether liaison with Responsible Officers supports offender management, risk management, enforcement and sentence delivery including pre and post release from custody. | Reported for each Service PeriodMeasurement Period –annual | Green   | Red |

**SCHEDULE 2.5**

**CALL-OFF INSURANCE**

* 1. The Supplier agrees it shall meet the minimum insurance requirements as set out in Schedule 2.5 (Insurance) in accordance with the table below:

| **Class of insurance** | **Insurer(s) identity (including any excess layer insurers)** | **Proposed maximum deductible threshold each and every occurrence** |
| --- | --- | --- |
| Third Party Public and Products Liability Insurance | **[Note – to be populated from Bidder's response]** | **[Note – to be populated from Bidder's response]** |
| Professional Indemnity Insurance | **[Note – to be populated from Bidder's response]** | **[Note – to be populated from Bidder's response]** |
| Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance) | **[Note – to be populated from Bidder's response]** |  |

* 1. For this Call-Off Contract the Customer also has the following additional insurance requirements:
		1. **[Note – Customer to set out at Call-Off Competition stage any requirements over and above those of public liability, professional indemnity and compulsory insurances as set out in Schedule 2.5 of the Framework Agreement. If no additional requirements delete Paragraph 1.2.]**

**SCHEDULE 3**

**CALL-OFF CUSTOMER RESPONSIBILITIES**

1. Introduction
	1. The Customer Responsibilities set out in the Framework Agreement shall apply to this Call-Off Contract save as specified below.
	2. Any obligations of the Customer in Schedule 2.1 (Call-Off Services Description) shall not be Customer Responsibilities and the Customer shall have no obligation to perform any such obligations unless they are specifically stated to be "Dependencies".
	3. The responsibilities specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.
2. Specific Obligations for this call-off contract

In addition to the Customer Responsibilities, the Customer shall, in relation to this Call-Off Contract perform the additional Customer's responsibilities identified below:

|  |  |
| --- | --- |
| **Customer Responsibility** | **Obligation it affects** |
| ***[Set out specific responsibility here]*** | ***[Refer to specific clause/paragraphs and schedule here]*** |
|  |  |
|  |  |
|  |  |

**SCHEDULE 4.1**

**CALL-OFF SUPPLIER SOLUTION**

**[Bidder Note: Bid Response Template submitted as part of the Call-Off Procedure to be inserted here]**

1. SCHEDULE 4.2

**CALL-OFF COMMERCIALLY SENSITIVE INFORMATION**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
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**[Bidder Note: To be populated based on Bidder's solution]**

**SCHEDULE 4.3**

**CALL-OFF SUB-CONTRACTING**

1. In accordance with Clause 17 of the Framework Agreement, the Supplier is entitled to sub‑contract its obligations under this Call-Off Contract to the Key Sub-contractors listed in the table below.
2. [Part B of Schedule 4.3 (Sub-contracting) of the Framework Agreement shall, insofar as it applies to this Call-Off Contract only be amended such that requirement number nine (9) (Step-in) shall be deemed to read 'no' in respect of Key Sub-contractors]. **[Note – Authority/Participating Body should only include this language at mini-competition stage if it wishes to deviate from Framework Schedule 4.3 and not require flow down of step-in rights to Key Sub-contractors. If not delete this Paragraph 2 prior to launch of mini-competition.]**
3. The Parties agree that they will update this Schedule periodically to record any Key Sub‑contractors appointed by the Supplier with the consent of the Customer after the Call-Off Commencement Date for the purposes of the delivery of the Services.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Key Sub‑ contractor name and address (if not the same as the registered office)** | **Registered office and company number** | **Related product/ Services description** | **Key Sub‑ contract listed in Call-Off Competition** | **Key role in delivery of the Services** | **Credit Rating Threshold** |
|  |   |   |   |   | [Level 1] |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |

**[Bidder Note: To be populated based on Bidder's solution]**

1. Schedule 6.1
2. CALL-OFF implementation
3. Introduction
	1. This Schedule is split into two (2) Parts:
		1. Part A - which:
			1. defines the process for the implementation of the Implementation Plan and any Amended Implementation Plan;
			2. sets out the Implementation Services to be provided by the Supplier during the Implementation Period; and
			3. identifies the Milestones (and associated deliverables) including the Key Milestones.
		2. Part B – which sets out:
			1. the process for testing whether a Milestone has been Achieved and the process for issuing a Milestone Achievement Certificate; and
			2. the consequences of any failure to meet a Milestone by the Milestone Date.
	2. The Supplier acknowledges that the Services may be subject to Government review at key stages of the project. The Supplier shall cooperate with any bodies undertaking such review and shall allow for such reasonable assistance as may be required for this purpose within the Charges.

PART A

IMPLEMENTATION

1. IMPLEMENTATION
	1. The Supplier shall be responsible for providing the Implementation Services in accordance with the Implementation Plan in order to complete all activities set out in the Implementation Plan prior to the end of the Implementation Period.
	2. The Implementation Plan is set out in Annex 1.
	3. The Supplier shall, during the Implementation Period, provide the Customer with a monthly report to the Service Management Board detailing progress against each of the Milestones set out in the Implementation Plan (or any Amended Implementation Plan) and shall specifically highlight any potential or likely delay in respect of any of the Key Milestones. This report shall be provided in accordance with Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights).
	4. The Supplier shall ensure that the Implementation Plan (and any Amended Implementation Plan):
		1. incorporates all of the Milestones and Milestone Dates and identifies which Milestones shall be Key Milestones for the purposes of this Call-Off Contract;
		2. includes (as a minimum) the Supplier's proposed timescales in each of the Milestones;
		3. clearly outlines all the steps required to implement the Milestones, in conformity with the Customer Requirements;
		4. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements;
		5. clearly specifies any proposed Acceptance Criteria in respect of each Milestone; and
		6. is produced using a software tool as specified, or agreed by the Customer.
	5. In respect of the Implementation Plan (and any Amended Implementation Plan), the Customer shall have the right:
		1. to review any documentation produced by the Supplier in relation to the development of the Implementation Plan and/or the Amended Implementation Plan, including:
			1. details of the Supplier's intended approach to the Implementation Plan and/or the Amended Implementation Plan and its development;
			2. copies of the draft Implementation Plan and/or the Amended Implementation Plan produced by the Supplier;
			3. any other work in progress in relation to the Implementation Plan and/or the Amended Implementation Plan; and
		2. to require the Supplier to include any reasonable changes or provisions in the Amended Implementation Plan.
	6. All changes to the Implementation Plan shall be subject to the Change Control Procedure provided that the Supplier shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with Clause 36 (Customer Cause)).
2. completion of the IMPLEMENTATION plan
	1. The Supplier shall ensure the Implementation Plan is completed in full (and all Milestones are met) by the end of the Implementation Period.
	2. The Customer shall monitor the Supplier's performance of the Implementation Plan and issue any Milestone Achievement Certificates in accordance with the provisions of Part B of this Schedule 6.1 (Call-Off Implementation).
	3. The provisions of Paragraph 4 of Part B shall apply in respect of any failure to meet the Milestone Dates.

**PART B**

**MILESTONE ACHIEVEMENT**

1. Achievement of Milestones
	1. Once the Supplier considers it has completed a Milestone (in accordance with the Implementation Plan) it shall submit reasonable evidence to the Customer that the Milestone meets the Acceptance Criteria.
	2. The Supplier shall not submit any evidence in relation to a Milestone under Paragraph 1.3 unless the Supplier is reasonably confident (having subjected the deliverables to its own internal quality control measures) that it will satisfy the relevant Acceptance Criteria.
	3. The Supplier shall submit its evidence for each Milestone on or before the relevant Milestone Date.
	4. The Customer shall review the evidence provided by the Supplier under this Paragraph 1 to determine whether or not the Milestone meets the Acceptance Criteria. Where possible this evidence shall be reviewed by the Service Management Board and if a more urgent review is required the Parties will agree a forum for review of the evidence against the Milestone Acceptance Criteria.
	5. Any Disputes between the Customer and the Supplier regarding the Achievement of Milestones shall be referred to the Dispute Resolution Procedure using the Expedited Dispute Timetable.
2. ISSUE OF MILESTONE ACHIEVEMENT CERTIFICATE
	1. The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone as soon as is reasonably practicable following:
		1. the review by the Customer of the evidence submitted by the Supplier under Paragraph 1.3 above and determination by the Customer that such evidence demonstrates that the Milestone meets the Acceptance Criteria; and
		2. performance by the Supplier to the reasonable satisfaction of the Customer of any other tasks identified in the Implementation Plan associated with that Milestone.
	2. The grant of a Milestone Achievement Certificate may entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing). Otherwise payment of the Charges in consideration of the Supplier's provision of the Implementation Services (included on the grant of a Milestone Achievement Certificate (as may be applicable)) shall be in accordance with the payment mechanism and terms as set out in Schedule 7.1 (Charges and Invoicing) and Schedule 7.1 (Call-Off Charges and Invoicing).
	3. If a Milestone is not Achieved, the Customer shall promptly issue a report to the Supplier setting out the reasons for the relevant Milestone not being Achieved.
	4. The Customer may at its discretion (without waiving any rights in relation to the other options) choose to issue a Milestone Achievement Certificate conditional on the remediation of the relevant issues in accordance with an agreed Rectification Plan provided that:
		1. any Rectification Plan shall be agreed before the issue of a conditional Milestone Achievement Certificate unless the Customer agrees otherwise (in which case the Supplier shall submit a Rectification Plan for approval by the Customer within ten (10) Working Days of receipt of the Customer's report pursuant to Paragraph 2.3); and
		2. where the Customer issues a conditional Milestone Achievement Certificate, it may (but shall not be obliged to) revise the failed Milestone Date and any subsequent Milestone Date.
3. RISK
	1. The issue of a Milestone Achievement Certificate and/or a conditional Milestone Achievement Certificate shall not:
		1. operate to transfer any risk that the relevant Milestone is complete or will meet and/or satisfy the Customer's requirements for that Milestone; or
		2. affect the Customer's right subsequently to reject all or any element of the deliverables in respect of any Milestone to which the Milestone Achievement Certificate relates.
	2. Notwithstanding the issuing of any Milestone Achievement Certificate, the Supplier shall remain solely responsible for ensuring that:
		1. the Supplier Solution as designed and developed is suitable for the delivery of the Services and meets the Customer Requirements;
		2. the Services are implemented in accordance with this Call-Off Contract; and
		3. each Target Performance Level is met in accordance with Schedule 2.2 (Call-Off Performance Levels) of this Call-Off Contract.
4. Missed milestone date(S)
	1. If any Milestone has not been Achieved on or before the relevant Milestone Date the Customer shall be entitled to issue an Improvement Notice in accordance with the provisions of Clause 31.14.4 of the Framework Agreement.
	2. If a Key Milestone has not been Achieved on or before the relevant Milestone Date the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) shall apply unless the Call-Off Contract provides that no Delay Payments shall be payable under the Call-Off Contract.
	3. In addition to the payment made in accordance with Paragraph 4.2 above, if a Key Milestone has not been achieved by the Milestone Date, it shall be considered a Notifiable Default and the Rectification Plan Process as set out in Clause 32 of the Framework Agreement shall apply.
	4. Where any failure to Achieve a Milestone results in a delay to the Call-Off Commencement Date, without prejudice to any other right or remedy of the Customer under this Call-Off Contract or otherwise the Customer may, in its discretion:
		1. issue a conditional Milestone Achievement Certificate in accordance with the process set out in Paragraph 2.4 of this Part B of Schedule 6.1 (Call-Off Implementation);
		2. claim a Delay Payment in accordance with the provisions of Paragraph 9 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement;
		3. terminate the Call-Off Contract on the basis of a Supplier Termination Event;
		4. regard it as an Intervention Trigger Event and the provisions of Clause 30 (Remedial Adviser) shall apply; and/or
		5. regard it as a Step-In Trigger Event and the provisions of Clause 31 (Step-In Rights) shall apply.
5. delays due to customer caUse

If the Supplier has failed to achieve the Milestone Date and such failure is solely and directly due to the act or omission of the Customer, the Supplier shall issue a Relief Notice to the Customer in accordance with the provisions of Clause 36.2 of the Framework Agreement and the Customer shall consider and not unreasonably withhold its agreement to grant an extension to the achievement of the Milestone Date and, where relevant, any subsequent and necessary extension to the Call-Off Commencement Date or an extension to the Implementation Period.

ANNEX 1

1. IMPLEMENTATION PLAN

**[Bidder note: Bidder's Implementation Plan submitted and agreed as part of a mini-competition process shall be set out here.]**

**SCHEDULE 6.2**

**CALL-OFF SOFTWARE**

1. The Software
	1. The Software below is licensed to the Customer in accordance with Clauses 18 and 19 of the Framework Agreement.
	2. The Parties agree that they will update this Schedule to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.
2. Supplier Software

The Supplier Software includes the following items:-

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software** | **Supplier (if an Affiliate of the Supplier)** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term / Expiry** |
|  |  |  |  |  |  |  |  |
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1. Third Party Software

The Third Party Software shall include the following items:-

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Third Party Software** | **Supplier**  | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term / Expiry** |
|  |  |  |  |  |  |  |  |
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SCHEDULE 7.1

1. Call-off charges and invoicing
2. pricing methodology
	1. The Charges in respect of the Operational Services under this Call-Off Contract are calculated based on the following Pricing Methodology:
		* 1. [Fixed Price by Volume Band] OR
			2. [Unit Price] OR
			3. [Fixed Price]

 [**Note – delete as applicable and delete corresponding paragraph(s) below also**]

* 1. The Supplier's Financial Model is set out at Annex 1 to this Schedule 7.1 (Call-Off Charges and Invoicing).
1. fixed price by volume band
	1. The Fixed Price by Volume Band shall be as set out below. **[Note – to be populated from Financial Model submitted as part of the mini-competition.]**

|  |  |  |  |
| --- | --- | --- | --- |
| Service | Volume Band | Complexity Level Profile and Weighting | Fixed Charges (£ excluding VAT) |
|  |  |  |  |

* 1. The Customer shall provide the Volume Report in accordance with Paragraph 3.5 of Schedule 7.1 (Charges and Invoicing). **[Note – delete it not required.]**
	2. **[Note – if an annual reconciliation of actual volumes v forecast volumes is required for this Call-Off Contract set out the specific details of how this will work here - in accordance with Paragraph 3.6 of Schedule 7.1]**
	3. **[Note – to add any other relevant aspects specific to mini-competition]**
1. Unit price
	1. The Unit Prices shall be as set out below.

|  |  |  |
| --- | --- | --- |
| Service Element Unit | Unit Price (£ excluding VAT) | Volume |
| **[Note – Customer to set out as part of the mini-competition the relevant Service Element Unit and how a unit will be calculated (i.e. what equals one (1) unit)]** |  | **[Note – only to add if mini-competition requires different Unit Price depending on volume of Service Element Units]** |

* 1. **[Note – to add any other relevant aspects specific to mini-competition]**
	2. The Unit Price Report shall be prepared by the [Supplier/Customer]. **[Note – delete as applicable]**
1. FIXED price
	1. The Fixed Price shall be as set out below **[Note – to be populated from with Fixed Price prepared as part of the mini-competition]**
	2. **[                    ]**
2. Performance payments
	1. The Maximum Retained Percentage for the relevant Call-Off Contract shall be [ ]% **[Note – insert figure – this must be less than 10%]**
3. implementation services
	1. The Charges under this Call-Off Contract payable for the Implementation Services are calculated based on the following Pricing Methodology **[Note – if relevant include charges payable for the Implementation Services (i.e. those Services provided under the Implementation Plan). If no Implementation Services/Plan – please delete.]**
		1. [Payment on Achievement of a Milestone] OR
		2. [Payment monthly] OR
		3. [Payment monthly, holding back the Milestone Achievement Retention Percentage which is to be paid once the Milestone is Achieved]

[**Note – delete as applicable and delete corresponding paragraph(s) below also**]

1. Payment on achievement of a milestone
	1. The Charges for each Milestone shall be as follows:- [**Note – to be populated with fixed Charges prepared as part of the mini-competition]**

|  |  |
| --- | --- |
| Milestone | Charges |
|  |  |

1. payment monthly
	1. The fixed monthly Charges payable during the Implementation Period shall be as set out below **[Note – to be populated with Charges prepared as part of the mini-competition]**
	2. **[                    ]**
2. payment with milestone achievement retention percentage
	1. The fixed monthly Charges shall be as set out below **[Note – to be populated with Charges prepared as part of the mini-competition]**
		1. [                    ]
	2. The Milestone Achievement Retention Percentage shall be as set out below **[Note – to be populated with Charges prepared as part of the mini-competition]**
		1. [                    ]
3. delay payments
	1. The rate for Delay Payments to be applied in accordance with Paragraph 10 of Schedule 7.1 (Charges and Invoicing) of the Framework Agreement shall be £**[Note – insert delay payment rate payable per day of delay for the Milestones]**

**OR**

* 1. There shall be no Delay Payments payable under this Call-Off Contract.

**ANNEX 1**

**FINANCIAL MODEL**

**[Note – to insert the financial model submitted by the Supplier in response to the mini-competition]**

SCHEDULE 7.4

CALL**-OFF FINANCIAL DISTRESS**

1. Financial Indicators Reporting
	1. The reporting for each of the Financial Indicators shall be at the frequency set out in Paragraph 2.4.3 of Schedule 7.4 (Financial Distress) save as set out in Paragraph 3.2.
	2. **[Note – Customer to list prior to mini-competition launch any change to reporting frequency to framework requirements. If none (i.e. framework requirements can be used) this Paragraph 2 can be deleted in full.]**
2. RATING AGENCIES

Fitch

Moody's

Standard & Poors

* 1.
1. CREDIT RATINGS AND CREDIT RATING THRESHOLDS

|  |  |  |
| --- | --- | --- |
| 1. Entity
 | **Credit** **Rating (long term)***(insert credit rating issued for the entity at the Effective Date)* | **Credit Rating Threshold***(insert the actual rating (e.g AA-) or the Credit Rating Level (e.g Credit Rating Level 3))* |
| **Supplier** | Fitch – [insert rating for Fitch] | Fitch – [insert threshold for Fitch] |
| **Supplier** | Moody's – [insert rating for Moody] | Moody's – [insert threshold for Moody] |
| **Supplier** | Standard & Poors [insert rating for S&P] | Standard & Poors – [insert threshold for S&P] |
| **[Guarantor]** | Fitch – [insert rating for Fitch] | Fitch – [insert threshold for Fitch] |
| **[Guarantor]** | Moody's – [insert rating for Moody's] | Moody's – [insert threshold for Moody's] |
| **[Guarantor]** | Standard & Poors [insert rating for Standard & Poors] | Standard & Poor's – [insert threshold for Standard & Poors] |
| **[Key Sub-contractor 1]** | Fitch – [insert rating for Fitch] | Fitch – [insert threshold for Fitch] |
| **[Key Sub-contractor 1]** | Moody's – [insert rating for Moody's] | Moody's – [insert threshold for Moody's]  |
| **[Key Sub-contractor 1]** | Standard & Poors [insert rating for Standard & Poors] | Standard and Poor's – [insert threshold for Standard & Poors] |

SCHEDULE 7.5

1. Call-off Reports, records and audit rights
2. transparency reports
	1. For the purposes of Paragraph 1 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Transparency Reports shall be those as set out in Appendix 1 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).
3. provision of reports
	1. For the purposes of Paragraph 6 of Schedule 7.5 (Reports, Records and Audit Rights) the requirements in relation to Reports shall be those as set out in Appendix 2 to this Schedule 7.5 (Call-Off Reports, Records and Audit Rights).
4. supplier **AUDITS**
	1. The provisions of Paragraph 12 of Schedule 7.5 (Reports, Records and Audit Rights) [shall][shall not] be applicable to this Call-Off Contract.
	2.
5. TRANSPARENCY REPORTS

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE** | **CONTENT** | **FORMAT** | **FREQUENCY** |
| Charges | Total Charges over specified period(s) | As notified by the Customer from time to time | As notified by the Customer from time to time |
| Performance Monitoring Report | Delivery against Call-Off Contract Performance Indicators in accordance with Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels) | As per Schedule 2.2 | Every 3 months  |
| Equalities report | Ethnicity, gender, age, religion, disability etc. | As notified by the Customer from time to time | As notified by the Customer from time to time |
| Annual Slavery and trafficking report | Supplier to set out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business | As defined in Clause 40.9.3 of Framework Agreement | Annually  |
| Workforce and staffing | FTE / Headcount by service activity Job rolesGeography (location – Unitary / Upper tier local authority) | As notified by the Customer from time to time | As notified by the Customer from time to time |
| Complaints | Details of any complaints received relating to the Services | As notified by the Customer from time to time | As notified by the Customer from time to time |

**APPENDIX 2**

**REPORTS**

**Regular reports**

The Supplier shall provide a report once every Call-Off Contract Year (the "**Annual Report**") which shall include sub-sections with the information for each report below which is highlighted in the frequency column as Annual Report. The Customer shall provide a template for such Annual Report to assist with completion.

|  |  |  |  |
| --- | --- | --- | --- |
| **Required Report** | **Content** | **Format** | **Frequency** |
| Unit Price Report | As described in Schedule 7.1 (Charges and Invoicing) | As described in Schedule 7.1 (Charges and Invoicing) | Monthly |
| Quarterly Performance report | As described in Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels) | As described in Schedule 2.2 (Performance Levels) and Schedule 2.2 (Call-Off Performance Levels) | Every 3 months |
| Charges | Total ChargesActual Supplier Profit/Surplus Retained Amount | As notified by the Customer from time to time | As notified by the Customer from time to time |
| Sub‑contractors | As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights) | As defined in Clause 17.17 of Framework Agreement and as described in Schedule 7.5 (Reports, Records and Audit Rights) | Annual Report |
| Reports which the Supplier is required to supply as part of the Management Information | As per relevant piece of Management Information | As described in Schedule 7.5 (Reports, Records and Audit Rights) | On request  |
| Annual reports on the Insurances | Details of insurances held, premiums paid and such other information as may be requested by the Customer | As described in Schedule 7.5 (Reports, Records and Audit Rights) | Annual Report |
| Payment terms of Sub-contractor's report | As described in Framework Agreement, Clause 17.20.2 | As notified by the Customer from time to time | Annual Report |
| Financial indicator reports | As described in Schedule 7.4 (Financial Distress) | As described in Schedule 7.4 (Financial Distress) | As described in Schedule 7.4 (Financial Distress) |
| Audited and unaudited Finance statements (the "**Management Accounts**") | Information including turnover, actual spend, forecast outturn, cashflow and assets | As notified by the Customer from time to time | Annual Report |
| Implementation Plan and Milestone achievement report | As described in Schedule 6.1 (Implementation Plan) and Schedule 8.1 (Governance) | As notified by the Customer | Received regularly during Implementation Period |
| Technology report | As described in Schedule 8.1 (Governance) | As notified by the Customer | Provided at each Service Management Board |

**Responsive reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Required Report** | **Content** | **Format** | **Frequency** |
| Incident report | As described in Schedule 2.4 (Information, Security and Assurance) | As described in Schedule 2.4 (Information, Security and Assurance) | As required under Schedule 2.4 (Information, Security and Assurance) |
| Delay reports | Details of the event giving rise to delay and the likely impact of the delay on the Services | As described in Schedule 7.5 (Reports, Records and Audit Rights) | On request |
| Force Majeure Event reports | Details of the Force Majeure Event and its likely impact on the Services  | As described in Schedule 7.5 (Reports, Records and Audit Rights) | On request |
| Review report | As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) | As described in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) | Within twenty (20) Working Days of the conclusion of each such review of the Service Continuity Plan |
| Draft Financial Distress Remediation Plan and final approved Financial Distress Remediation Plan once approved | As described in Schedule 7.4 (Financial Distress) | As described in Schedule 7.4 (Financial Distress) | 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) |
| Improvement Plan report | As described in Framework Agreement Clause 31.13 | As notified by the Customer | Provided at each Service Management Board |

**SCHEDULE 8.1**

**CALL-OFF GOVERNANCE**

1. representation and structure of boards
	1. In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following representation and structure for the Boards under this Call-Off Contract:
		1. **Service Management Board**

|  |  |
| --- | --- |
| Customer Members of Service Management Board | [                    ] [Chairperson] |
| Supplier Members of Service Management Board | [                    ] |
| Start Date for Service Management Board meetings | [                    ] |
| Location of Service Management Board meetings | [                    ] |

* + 1. **Contract Strategy Board**

|  |  |
| --- | --- |
| Customer members of Contract Strategy Board | [                    ] [Chairperson] |
| Supplier members of Contract Strategy Board |  [                    ] |
| Start date for Contract Strategy Board meetings |  [                    ] |
| Location of Contract Strategy Board meetings |  [                    ] |

* + 1. **Change Management Board**

|  |  |
| --- | --- |
| Customer Members of Change Management Board | [                    ] [Chairperson] |
| Supplier Members of Change Management Board | [                    ] |
| Start Date for Change Management Board meetings | [                    ] |
| Location of Change Management Board meetings | [                    ]  |

* 1. In accordance with Schedule 8.1 (Governance) of the Framework Agreement the Parties agree the following attendees for the annual review meeting under this Call-Off Contract:

|  |  |
| --- | --- |
| Customer attendees for annual review meeting | [                    ] [Chairperson] |
| Supplier attendees for annual review meeting | [                    ] |

**[Note: Use either Schedule 9.1A or Schedule 9.1B]**

**SCHEDULE 9.1A (FOR USE IN RESPECT OF DAY 1 SERVICES)**

**STAFF TRANSFER**

**LIST OF NOTIFIED SUB-CONTRACTORS**

**[Bidder Note – to be populated based on Bidder Solution]**

**SCHEDULE 9.1B (FOR USE IN RESPECT OF RE-LET CONTRACTS)**

**STAFF TRANSFER**

 **LIST OF NOTIFIED SUB-CONTRACTORS**

**[Bidder Note – to be populated based on Bidder Solution]**

SCHEDULE 9.2

1. Call-off KEY PERSONNEL
2. In accordance with Clause 16.8 of the Framework Agreement, the Key Roles and corresponding Key Personnel as at the Call-Off Commencement Date are listed in the table below.
3. The Parties agree that they will update this Schedule periodically to record any changes to the Key Personnel after the Call-Off Commencement Date made in accordance with Clauses 16.9 to 16.11 of the Framework Agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Key Role** | **Name of Key Personnel** | **Responsibilities / Authorities** | **Phase of the project during which they will be a Member of Key Personnel** | **Minimum Period in Key Role** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

SCHEDULE 10

1. Call-off Processing of personal data
2. **Schedule of Data Sharing Particulars**

This Part 1 of Schedule 10 (Call-Off Processing of Personal Data) sets out the data sharing particulars to be completed by the Parties, acting reasonably and in good faith.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Data mapping | [**Bidder Note – will be provided during mini-competition process and inserted here prior to contract signature].**  |
| Permitted Purpose | [**Bidder Note: This should include the purpose for which the Personal Data will be used. It will be populated during the procurement prior to signature of the Call-Off Contract**] |

* + 1.
1. **Schedule of Data Processing Particulars**

This Part 2 this Schedule 10 (Call-Off Processing of Personal Data) sets out the data processing particulars to be completed by the Controller, who may take account of the view of the Processor(s), however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

* 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
	2. Any such further instructions shall be incorporated into this schedule of data processing particulars.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Data mapping  | **Bidder Note – will be provided during mini-competition process and inserted here prior to contract signature.**  |