

Date: 21 February 2018

**Invitation to Suppliers on Lot 2 of Framework Agreement RM3815**  
**to Tender in the Procurement for the Public Contact Centre for the 2021 Census**

On behalf of the Office for National Statistics (ONS), I am pleased to invite you to tender in the procurement for the Public Contact Centre for the 2021 Census (the Services) as described in the Procurement Pack contained within the eSourcing Portal (<https://in-tendhost.co.uk/ons/asp/Home>).

**The Procurement Pack**

The Procurement Pack includes the following:

1. This letter
2. The Invitation to Tender (ITT)

The ITT contains an overview of the Procurement, the process itself and how Tenders are to be evaluated. Annex A to the ITT contains the evaluation criteria to be used for the award of the Call Off Contract.

3. Appendix A – Part 1 - Mandatory Undertaking

A document that all Tenderers must sign and return to the Customer as part of their Tender, in hard copy, prior to the Tender Return Deadline. It details how Tenderers must act during the Procurement.

Part 2 – Procurement Challenge Protocol

A Deed to be entered into by all successful Suppliers to the Census Transformation Programme. It is designed to set out the steps to be taken by the parties in circumstances where a procurement law challenge is raised in relation to the awarded Agreement.

4. Appendix B, Part 1: Call Off Terms

The terms and conditions of the Call Off Contract to which the successful Tenderer will need to confirm agreement to as a condition of submitting a Compliant Tender.

5. Appendix B, Part 2: Schedules to the Call Off Contract

The accompanying Schedules which, together with the Call Off Terms specified above, form the full Call Off Contract.

6. Appendix C: Commercial (Financial) Model

The pro-forma that Tenderers complete to submit the financial proposal.

7. Appendix D: Acceptance of Tendering Conditions

A document that all Tenderers must sign and return to the Customer as part of their Tender, in hard copy, prior to the Tender Return Deadline, confirming that they will accept the Call Off Terms and Conditions.

The list of documents forming this Procurement Pack and provided in the eSourcing Portal is shown at Annex A to this letter.

### **Next Steps**

The following next steps are detailed for your information:

1. Download and read all the information provided in the Procurement Pack to decide if this Procurement is suitable for your organisation.
2. Interested suppliers on the Framework Agreement are invited to attend the Supplier Briefing in London from 10:00am – 12:30pm on Wednesday, 14 March 2018 where they will have the opportunity to hear more about the census, the planned operations and the Services plus the opportunity to ask questions in an open Q&A session.
3. Suppliers are requested to confirm attendance and names by emailing [census2021.transformation.programme@ons.gov.uk](mailto:census2021.transformation.programme@ons.gov.uk) no later than 13:00 on Friday, 9 March 2018.
4. Suppliers should submit any Clarifications regarding the Procurement via the eSourcing Portal no later than 13:00pm on Wednesday, 4 April 2018.
5. If the Procurement is suitable, interested suppliers should submit their Tenders via the eSourcing Portal by no later than 13:00 on Wednesday, 18 April 2018.



**Darren Bone (FCIPS)**  
Commercial Director

**For and on behalf of**  
**Office for National Statistics**

Annex A – List of documents forming the Procurement Pack structure

<b>Document Reference</b>	<b>Title</b>	<b>Version</b>
Covering Letter	Covering Letter	1.0
ITT PART A -	Invitation to Tender	1.0
Appendix A -	Part 1 - Mandatory Undertaking / Part 2 - Procurement Challenge Protocol	1.0
Appendix B -	Call Off Contract	1.0
Part 1 -	Call Off Contract Terms and Conditions	1.0
Part 2 -	Call Off Contract Schedules	1.0
Schedule 1 -	Definitions and Interpretations	1.0
Schedule 2 -	Specification Document	1.0
Section A -	General Information	1.0
Section B -	Specific Requirements	1.0
Section C -	General Requirements	1.0
Section D -	List of Appendices	1.0
Schedule 3 -	Call Off Contract Charges, Payment and Invoicing	1.0
Schedule 4 -	Implementation Plan	1.0
Schedule 5 -	Testing (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Schedule 6 -	Service Credits (see Appendix B, Part 2, Schedule 2, Section B, Appendix 27)	1.0
Schedule 7 -	Security (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Schedule 8 -	BCDR (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Schedule 9 -	Exit management (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Schedule 10 -	Staff transfer	1.0
Schedule 11 -	Dispute Resolution Procedure	1.0
Schedule 12 -	Variation Form (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Schedule 13 -	Transparency Reports (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Schedule 14 -	Alternative and/or Additional Clauses	1.0
Schedule 15 -	Call Off Tender	1.0
Schedule 16 -	Not used (Life Chances)	1.0
Schedule 17 -	Welsh Language Scheme (see Appendix B, Part 2, Schedule 2, Section C)	1.0
Appendix C -	Commercial (Financial) Model	1.0
Appendix D -	Acceptance of Tendering Conditions	1.0
ITT PART B -	Award Criteria	1.0

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Public Contact Centre Services**

#### **Invitation to Tender**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

**Census Transformation Programme**  
**Public Contact Centre Services**  
**Procurement Pack – Invitation to Tender**

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## 1. ABOUT THE ITT

### 1.1 Purpose of this document

The ITT provides Tenderers with:

- background information about the Customer and the Programme and the Procurement;
- information about the Public Contact Centre Services (the Services) that the Customer is seeking to procure;
- information on the Award Criteria (Annex A) that the Customer will use to source the Most Economically Advantageous Tender (MEAT);
- instructions for Tenderers that are seeking to prepare and submit a Compliant Tender (including the documents that the Tenderer will need to submit); and
- a timetable of key events for the Procurement.

All capitalised terms used within this document shall have the meanings ascribed to them in the Glossary at Section 11 of the ITT.

### 1.2 Appendices

In addition to this document, the Procurement Pack sets out the Customer's requirements and forms the basis of any agreement that might arise from the procurement. The Procurement Pack contains:

- *Appendix A: Mandatory Undertaking*

A document that all Tenderers must read, sign and return to the Customer as part of their Tender, in hard copy, prior to the Tender Return Deadline. It details how Tenderers must act during the Procurement.

- *Appendix B, Part 1: Call Off Terms*

The proposed terms and conditions of the Call Off Contract to which the successful Tenderer will need to confirm their agreement as a condition of submitting a Compliant Tender.

- *Appendix B, Part 2: Schedules to the Call Off Contract*

The accompanying Schedules which, together with the Call Off Terms specified above, form the Call Off Contract.

- *Appendix C: Commercial (Financial) Model*

The pro-forma that Tenderers complete to submit the financial proposal.

- *Appendix D: Acceptance of Tendering Conditions*

A document that all Tenderers must read, sign and return to the Customer as part of their

Tender, in hard copy, prior to the Tender Return Deadline, confirming that they accept the Call Off Terms.

### 1.3 Electronic Submissions

Finally, the ITT also contains electronic web forms which can only be accessed on-line via the eSourcing Portal. These need to be completed and submitted as a part of a Compliant Tender. The electronic submission sections are as follows:

- *The Technical Proposal*

These are the quality questions that each Tenderer is required to answer as part of its Tender. The response made by the Tenderer to these Award Criteria is the Tenderer's Technical Proposal.

- *The Commercial Proposal*

These are the commercial questions and pro-forma schedules that each Tenderer is required to answer as part of its Tender. The response made by the Tenderer to these Award Criteria is the Tenderer's Commercial Proposal.

## 2. PREAMBLES

### 2.1. Disclaimers

Any disclaimers or limitations in the Procurement Pack (whether appearing under the heading of Disclaimers or otherwise) shall apply to and be for the benefit of the Customer, its advisers and/or representatives acting on behalf of the Customer and shall continue to apply and to be enforceable by the Customer.

The Information is being provided to Tenderers for information purposes only and for the sole purpose of assisting them to submit responses relating to the Procurement Pack and the Procurement.

The Information does not purport to be comprehensive or to contain all of the information that a Tenderer may need to submit a Compliant Tender. Any organisation considering submitting a Tender in response to this Invitation to Tender (ITT) shall conduct its own due diligence and seek its own professional, financial, legal and other advice as appropriate. It is the sole responsibility of Tenderers to obtain, at their own expense, all further information necessary for the preparation of their responses.

The Information is not, nor is it to be taken as, the giving of legal, financial, tax, investment or technical advice by the Customer or any of its staff, agents or advisors. It is not an invitation or inducement to engage in investment activity.

The Information does not include any legislation which is applicable in relation to this ITT and/or the Call Off Contract. In submitting a Tender, Tenderers shall satisfy themselves as to the requirements of all relevant legislation.

Words such as “anticipates”, “expects”, “projects”, “intends”, “plans”, “believes”, “will” and terms with similar meaning indicate the present expectation held by the Customer of future events, which are subject to a number of factors and uncertainties that could cause the Customer's requirements to differ from those described in the Procurement Pack. If the Customer's requirements change at any time during the Procurement, Tenderers will be notified as soon as is reasonably practicable.

The Customer and its advisers, representatives or agents acting on behalf of the Customer:

- accept no liability, to the extent permitted by law, arising out of or in connection with the Information including without limitation for any error or misstatement in, or omission from, the Information or for any negligence or misrepresentation or for disclosure of information originating from a Tenderer or other third party;
- give no representation, warranty or undertaking, express or implied, with respect to the Information, including, without limitation, with respect to the fairness, accuracy, adequacy or completeness of any of the Information; and
- shall not, to the extent permitted by law, be liable for any loss or damage arising out of or in connection with any reliance on the Information.

The Information shall not, in whole or part, constitute a contract or part of a contract in any way save to the extent that it has been specifically incorporated in the Call Off Contract as



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awarded. The Information is not and shall not be relied on as a promise or representation as to the ultimate decisions of the Customer or that the Customer will enter into an agreement with any Tenderer. The Customer does not bind itself to enter into any contract or contracts arising out of the Procurement and no contractual rights, express or implied, arise out of this ITT or the Procurement.

A response to the Award Stage does not guarantee nor create any legitimate expectation that a Tenderer will be awarded a contract and nothing in the Procurement Pack should be interpreted as a commitment by the Customer to award the Call Off Contract to any Tenderer.

The Customer and its professional advisors will bear no liability whatsoever to anyone arising out of the issue of the Procurement Pack, participation or non-participation in the Procurement or the conduct of the Procurement generally. Any and all such liability is expressly disclaimed and excluded to the maximum extent permissible by law.

The Customer reserves the right, at any time and without cost to the Customer and to the extent permitted by law:

- to terminate or suspend, for any reason, any part of or the whole of the Procurement and/or to withdraw the Procurement Pack at any time or to re-invite responses on the same or any alternative basis;
- to waive any requirements of the Procurement;
- to vary any requirements and/or procedures relating to the Procurement; and/or
- to reject all or any proposals with all or any Tenderers at any time.

Neither the publication of the Procurement Pack nor the Procurement itself commits the Customer at any time to award the whole or part of the Call Off Contract to any party or any person.

The Customer reserves the right to reject or disqualify any Tenderer who:

- provides information or confirmations which later prove to be untrue or incorrect, either at the time of provision or subsequently;
- does not submit a response in accordance with the requirements of the Procurement Pack or as directed by the Customer during the Procurement;
- undergoes a change in identity, control or financial standing or any other materially adverse change affecting the Tenderer which in the reasonable opinion of the Customer would have an adverse impact on the Procurement or the ability of the Tenderer to perform and deliver the Services;
- fails to submit a Tender of sufficient quality to satisfy the Customer that the requirements will be satisfactorily delivered and/or performed;
- breaches the requirements relating to publicity, confidentiality or any element of the Mandatory Undertaking set out in the Procurement Pack;

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- in the Customer's opinion, has become ineligible pursuant to the 2015 Regulations or does not have the ability, resources, economic or financial standing to perform the Services in accordance with the Customer's requirements; or
- fails to accept any requirement as described in the Procurement Pack and/or maintains a qualification or any requirement for an alteration of any element of the Customer's requirements in the Procurement Pack save where such qualification or alteration is accepted by the Customer.

The Customer reserves the right to require the Tenderer to provide any additional or supplemental information or clarification as the Customer may, in its absolute discretion, consider appropriate and request from the Tenderer.

The Customer does not undertake to provide Tenderers with access to additional information or updated information, but may, where it considers it appropriate in relation to this Procurement, provide Tenderers with additional information. Any Information issued to Tenderers in connection with this Procurement remains the property of the Customer. All such Information may only be used for the purpose of tendering and must, on request, be returned to the Customer.

All Tenderers are solely responsible for all of their costs and expenses that may be incurred by them in connection with participating in the Procurement. Under no circumstances will the Customer be liable for any costs or expenses incurred by or on behalf of the Tenderer or any party associated with the Procurement, or any termination of it.

If a Tenderer misrepresents any factual information in submitting a Tender and in doing so induces the Customer to enter into a contract with the Tenderer, there may be significant consequences.

The Tenderer may be excluded from the Procurement, and from bidding for other government contracts for up to three years. Where the contract has already been entered into, the Tenderer could be sued for damages and the contract may be rescinded.

If fraud, or fraudulent intent, can be proved, the Tenderer and/or their responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and the Tenderer will be excluded from further procurements for five years.

The Customer's decision as to whether or not a Tender complies with the requirements of the Procurement shall be final.

The Customer shall not be bound to accept any Tender.

Any attempt by the Tenderer or their advisors to influence the award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

- enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
- enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
- canvass the Customer or any employees or agents of the Customer in relation to this procurement; and/or
- attempt to obtain information from any of the employees or agents of the Customer or their advisors concerning another Tenderer (except for debrief information requests made through the eSourcing Portal).

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Customer and its advisers. Tenderers should notify the Customer promptly of any possible conflict and the proposed steps that the Tenderer believes can be taken to avoid the conflict. Any Tenderer who fails to comply with these requirements may be excluded from the Procurement as provided for by Regulation 57(8) of the 2015 Regulations.

Tenderers and Parties are under a continuing obligation to notify the Customer if circumstances change during this Procurement exercise and any statements given to the Customer during this Procurement exercise become untrue.

## 2.2. Publicity And Marketing

Tenderers are not permitted at any stage whilst they remain involved with the Procurement to:

- make a public statement or communicate in any form with the media in connection with this procurement process without first obtaining the prior written consent of the Customer;
- use any trademarks, logos or any other intellectual property rights associated with the Customer;
- represent that the Tenderer is directly or indirectly associated in any way with the Customer;
- engage in any form of ambush marketing or marketing which creates, implies or refers to an association between the Tenderer and the Customer; and/or
- do anything or refrain from doing anything which would have an adverse effect on or embarrass the Customer.

Tenderers must notify the Customer of any enquiries received from the media regarding the Procurement or the Programme via the eSourcing Portal.

If Tenderers are in any doubt regarding the publicity and marketing arrangements, then they must seek further guidance from the Customer via the eSourcing Portal.

## 2.3. Confidentiality

The Customer takes the management of the Information (and the information of the Tenderers and its suppliers) very seriously.

The Information is confidential, copyright of the Crown and sensitive. As such, the Information is to be treated as “Official” and not shared by the Tenderer with any organisation other than its own.

Further, the Tenderer:

- must not communicate, copy, disclose or otherwise make available the Information to any third party (other than that as set out below), except with the permission of the Customer; and
- must not use the Information for any commercial or industrial purpose not connected with the Procurement; and
- may communicate, disclose or otherwise make available the Information to an employee or a professional advisor who requires the Information in connection with the preparation of a Tender in response to the Procurement Pack; or to support any subsequent discussions or clarification in relation to the Tender, provided that the Tenderer ensures they observe the confidentiality requirements of the Procurement Pack.

The Tenderer must ensure that the Mandatory Undertaking is signed and returned to the Customer with any Tender and should notify the Customer immediately through the eSourcing Portal if they are unable to do so.

Failure to provide the signed Mandatory Undertaking will preclude a Tenderer from progressing with the Procurement.

In the event of:

- the Tenderer deciding not to respond to the Procurement Pack,
- the Tenderer withdraws from the process at any point during the Procurement, or
- the Tenderer being informed that they have not been successful at the Award Stage,

all copies of versions of the Information issued as a part of or in connection with the Procurement must be destroyed or deleted by the Tenderer within 48 hours of the Customer requesting to do so. In such case, the Tenderer must confirm in writing that they have complied with the Customer's request to do so.

#### 2.4. Data Transparency and Freedom Of Information

The UK Government is committed to greater transparency in the public sector. Accordingly, the Customer reserves the right to publish the Procurement Pack and the Call Off Contract and, post award, to publish payment information.

The Customer may at its absolute discretion redact all or part of the Call Off Contract and/or the payment information prior to publication and may take account of exemptions that would be available under the FOI Legislation.

The Customer may at its absolute discretion consult with the successful Tenderer regarding any such redactions. However the Customer will make the final decision regarding publication and/or redaction.

The Customer is subject to the FOI Legislation, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. Tenderers should identify those parts of their submission, the disclosure of which, pursuant to a request under FOI Legislation,

would, or would be likely to, prejudice the Tenderer's commercial interests. The Customer will have regard to such classification but may nevertheless be obliged to disclose any information submitted by Tenderers as part of their response to the Procurement Pack.

The Tenderer is to note that, in compliance with the government's commitment to provide a greater level of transparency in expenditure by the public sector, the Commercial Services Division of the Customer is required to publish the details of all new contracts over £10,000 in value that have been awarded after 1 July 2010. The Customer is further obliged to publish all new tender documents issued after 1 September 2010.

2.5. Not Used

### 3. ABOUT THE CUSTOMER

#### 3.1. The Customer

The Customer is the UK's largest independent producer of official statistics. It is the recognised national statistical institute for the UK and as such the Customer is responsible for collecting and publishing statistics related to the economy, population and society at national, regional and local levels. The Customer also conducts the census in England and Wales every ten years.

The main responsibilities of the Customer are:

- the collection, compilation, analysis and dissemination of a range of key economic, social and demographic statistics about the UK;
- the provision of statistical leadership and methodological advice for the benefit of UK official statistics; and
- representation of the UK internationally as the national statistical institute.

The Customer is also the only government department with the production of statistics as its main role. The Customer operates independent of ministers and instead reports through the UK Statistics Authority to parliament and the devolved administrations of Scotland, Wales and Northern Ireland.

These responsibilities span more than 650 different statistical releases a year which rely on a broad range of methods and systems. More information about the Customer and the Census can be found on the Customer's website: [www.ons.gov.uk](http://www.ons.gov.uk).

#### 3.2. UK Statistics Authority

The Customer is the executive office of the UK Statistics Authority, which was established on 1 April 2008 by the Statistics and Registration Service Act 2007. Under the Statistics and Registration Service Act 2007, the UK Statistics Authority is responsible for promoting and safeguarding the production and publication of official statistics which serve the public good. More information on the UK Statistics Authority, and the Statistics and Registration Service Act, can be found on the UK Statistics Authority website, [www.statisticsauthority.gov.uk](http://www.statisticsauthority.gov.uk).

#### 3.3. Devolved Administrations

The Devolved Administrations comprise the governments and assemblies of Wales, Scotland and Northern Ireland. The Devolved Administrations are each responsible for delivering the Census in each of their countries.

The Customer collaborates with the records offices from each of the Devolved Administrations to ensure that the Census activities across the UK are delivered in a consistent and efficient manner.

#### 3.4. Customer Commitment to Procurement 'Best Practice'

The Customer understands the level of commitment required to pursue an opportunity such as this. The structure of the Procurement has been designed to ensure a fair, open, non discriminatory and auditable competitive process. In addition, the Customer aims for the

Procurement to be as simple a process as possible, and for all Tenderers to be able to prepare and submit a Compliant Tender with the greatest of ease.

3.5. Compliance with Policy and Strategy

The Customer has developed several policies and strategies to set out its priorities for action across all of its work areas. The different policies and strategies are listed below and are available for viewing on the eSourcing Portal.

The Customer requires all Tenderers to take into account the objectives of the Customer as set out in, and comply where stipulated with, the following policies and strategies that are available through the eSourcing Portal:

- Accessibility Policy;
- Customer Risk Policy;
- CSR Policy;
- Data Management Policy;
- Debt Control Policy;
- Document and Records Management Policy;
- Fraud, Bribery and Corruption Policy;
- Government Security Classifications;
- Health and Safety Policy;
- ICT Security Policy Standards and Guidance;
- Information Security Policy;
- Procurement Policy;
- Quality Management;
- Security Vetting Policy; and
- Sustainable Development Policies.

The Customer reserves the right to update these policies and strategies and will notify Tenderers if changes are made.

3.6. Programme Priority Themes

The Customer has also developed its Programme Priority Themes to describe the cross-cutting topics that the Customer believes are particularly important to achieve successful outcomes. Programme Priority Themes underpin the Programme Objectives (as detailed in Section 4.2 below) and define the cultures and manner in which the Programme Objectives will be achieved.

As a part of the Procurement, Tenderers will be required to demonstrate how they might assist the Customer to fulfil the Programme Priority Themes. Full details of the Programme Priority Themes can be found in the Supplier Information Document within the Supplier Guidance section on the eSourcing Portal.

## 4. ABOUT THE PROGRAMME

### 4.1. About the Census

The ten yearly census has a 210 year history. Since 1801, every household in England and Wales has been required by law to respond to a series of questions about the household and people within it. The result has been the production of an unparalleled source of consistent and comparable information about the population, household characteristics, housing and occupations.

The census is highly valued by government departments, local authorities, public bodies, business, the voluntary sector, academic researchers, commentators and individuals. For genealogists and historians, household responses from the ten yearly census are a valuable resource to support family or social history research, when released after 100 years.

Population and housing statistics, particularly small area and small population statistics, underpin the allocation of billions of pounds of government spending each year by departments and public authorities (e.g. by the Department for Communities and Local Government, and NHS England). They are fundamental to policy formulation, decision making, research and outcome monitoring across the public, private and voluntary sectors. They also underpin the allocation of European regional aid and enable the UK to fulfil its international obligations: most of the statistics currently produced by the census are also required to meet European 2015 Regulations and failure to comply could result in infraction fines for the UK Government.

Population statistics are at the heart of the wider statistical system; they are used not just for estimates of the numbers and characteristics of people but also underpin numerous other statistics. Economic statistics are often expressed as rates in relation to population, e.g. the unemployment rate, GDP per capita.

The next census will be taken in England, Wales and Northern Ireland in 2021 (2021 Census).

### 4.2. About the Programme

In 2014 the National Statistician recommended to the Government, and the Government accepted, that:

*“an online census of all households and communal establishments in England and Wales (be taken) in 2021”*

...with the...

*“...increased use of administrative data and surveys in order to enhance the statistics from the 2021 Census and improve annual statistics between censuses.”*

The programme vision is:

*‘to make the best use of all available data in England and Wales to enhance the provision of population statistics.*

Realising this vision will enable the Customer to make the best use of all available data to provide the population statistics which England and Wales require, and offer a springboard to the greater use of administrative data and annual surveys in the future.



The Programme Objectives are:

1. To run a high quality 2021, predominantly online, census data collection operation;
2. To produce integrated outputs from census, administrative and survey data;
3. To make a recommendation about the future nature of the census and methods for the production of population statistics beyond 2021;
4. To protect, and be seen to protect, confidential personal data;
5. To maximise the potential for wider benefits to the Customer;
6. To provide value for money; and
7. To maximise benefits from the Census for all stakeholders (local and central Government, public, private and voluntary sectors).

In assessing the achievement of the Programme Objectives, the Customer anticipates using the following success criteria:

- Achieving an overall response rate of at least 94 per cent;
- Achieving a response rate of at least 80 per cent for all local authorities;
- Achieving an online response rate of at least 75 per cent;
- Realising good value for money for the tax payer (benefits-v-costs);
- Protect and be seen to protect personal data;
- Delivering the first outputs within 12 months of Census Day;
- Maximising the potential for wider benefits to the Customer; and
- Delivering a robust recommendation made about the future of the census and population statistics beyond 2021 (with sufficient evidence).

The Customer is also focused on ensuring that the Programme is delivered using the optimal balance of one-off systems (developed expressly for the delivery of the census) and the building of systems by the Customer for re-use by the Customer and the wider public sector (to deliver further census or surveys generally).

Further information about the Programme and the Census can be found:

- on the Customer's website, [www.ons.gov.uk](http://www.ons.gov.uk); and
- within the Supplier Information Document and Operations Overview document, both of which can be downloaded from the eSourcing Portal.

#### 4.3. Delivering the Programme

The Programme is following the guidance set down in 'Managing Successful Programmes' (MSP) and the Digital Service Standard. This approach will enable three iterations of the Programme's target operating model, which will be refined as the Programme advances towards delivery of the 2021 Census. All three tranches require the support of a wide-range of technical support and advisory contractors:

- Tranche 1: 2017 Test - tested design options for the 2021 Census target operating model.

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This included planning and delivery of the various small-scale tests undertaken in 2017 in order to assess the feasibility of certain aspects of the Programme design;

- Tranche 2: 2019 Rehearsal - to run through the entire 2021 Census target operating model with the final internal and external partners ensuring operational readiness for 2021; and
- Tranche 3: 2021 Census outputs and recommendation - to deliver the programme benefits including dissemination of the findings of the 2021 Census, together with the delivery of a recommendation from the National Statistician to the Minister for the Cabinet Office on the suggested future for the census in England and Wales.

## 5. ABOUT THE SERVICES

### 5.1. The Contact Centre Vision

*“To support census Respondents through a variety of channels, with the aim to resolve the issues through the first contact”.*

To many people the contact centre will be the ‘shop window’ of the census. It must present a professional image. It must offer advice and assistance consistent with the aims of the census and be easy to reach. Providing an answer, in a Respondent’s chosen mode must be easy, fast and efficient. The public must feel that their query is being dealt with efficiently, politely, securely and accurately in order to ensure both the census and ONS’ reputation is upheld. The short term nature of the operational phases of the Services can be thought of as a ‘pop-up’ with a limited life span. It needs to be an environment that engages the public and generates a feeling of relevance and interactivity (for the public and those working there).

The Public Contact Centre (contact centre) must be flexible and reactive. It will be impacted by media campaigns (press and social) and any issues in the field. Being reactive will mean changes in contact volumes and types as well as messaging. All these changes will require handling in extremely tight timelines and all must be done to a high quality in order to avoid reputational damage that may impact response rates.

The Customer is seeking a supplier that understands the importance and role of the census and is looking to work collaboratively with the selected Supplier to deliver the highest quality support and customer experience for Respondents. The Customer brings to the relationship experience in delivering the census and working in partnership with suppliers and is looking for a supplier that is able to bring competence, leadership and innovation in how contact centre services should be delivered in a digital age.

### 5.2. Service Overview

The Customer wishes to procure a contact centre to provide support to the public for both the 2019 Rehearsal and 2021 Census. The Customer is seeking a supplier to manage high volume Respondent queries and provide contact support to the general public (‘Respondents’) in completing their census submission.

The majority of contacts the Supplier will handle will be from householders. To give some perspective, during the 2011 Census, 85% of contacts were from households. In addition to this, the contact centre will receive contacts from businesses, managers/residents from communal establishments (eg hotels, care homes), Members of Parliament, Councils, press and community groups.

As well as covering England and Wales, the Supplier will also provide the Services for the Northern Ireland Census.

### 5.3. Objectives of the Procurement

The objectives of the procurement are to select a supplier who will provide a solution which:

- deploys well proven, up-to-date service capability;
- best meets the requirements outlined in the Procurement Pack;

- provides best value for money; and
- enables the Customer to achieve its objectives by working in a collaborative way.

The intention of the Customer under this procurement is to appoint a single supplier under a Call Off Contract which will run from 14 September 2018 to 31 December 2021. The selected Supplier will assume day to day operational responsibility for the delivery of the Services during both the 2019 Rehearsal and the 2021 Census.

The contact centre is only required to be fully operational during the 2019 Rehearsal and the 2021 Census Operational Periods. At all other times, the Supplier will work with the Customer in a non-operational capacity. The Operational and Non-Operational Periods of the Programme are detailed in the Specification Document provided in Schedule 2 of the Procurement Pack.

#### 5.4. Scope of the Services

The scope of the Services includes the following:

- Omni-channel contact centre including provision of technology, resources, facilities and operations;
- Query Resolution, Escalation, Fulfilment/Field visit requests and Telephone Data Capture;
- English, Welsh and interpretation services;
- Contact Centre cover for Northern Ireland Census support on behalf of the Northern Ireland Statistics and Research Agency ('NISRA').

The above will be provided across the following channels (as a minimum but not limited to):

- Telephone (including accessibility);
- Web chat;
- Social Media;
- Web form (email);
- SMS.

The Customer wishes to remain flexible in the approach to support channels and would encourage Tenderers, as part of their response to the ITT, to outline how they would support Respondent contact via any alternative channels.

In addition, the Customer requires timely and accurate provision of management information, metrics and reporting on contact centre performance and quality to enable rapid operational decisions in the event of evident and emerging problems.

From Contract Award the Supplier will be required to deploy the appropriate staff in both capability and volume, at the correct time to meet the service requirements. The contact centre should be staffed adequately and efficiently, particularly at peak times, and be able to react quickly to rapid and sudden variances in contact volumes. Where census-specific information is required for recruitment purposes, the Supplier will be supported by the Customer's internal Census Contact Centre Team. Any influence the Supplier can exercise in minimising attrition rates during the 2019 Rehearsal and 2021 Census Operational Phases

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would be welcomed and the Customer would be interested in how the Supplier can evidence this.

The majority of public support will be in English and Welsh and there may be additional languages in which the general public request support from time to time. In these instances the Customer will request the Supplier to provide an interpretation service as necessary. The Customer is also interested to know if there is a more leading edge/innovative solution for handling support in a language not supported at the contact centre whilst observing corporate security requirements.

## 6. ABOUT THE PROCUREMENT

### 6.1. Overview

This Procurement shall be known as the Public Contact Centre Services (the Services). The Customer intends to appoint a supplier from a framework agreement that will be responsible for the delivery of the Services and provide the Customer with an experienced, industry-led, efficient and scalable contact centre.

Full details of the requirements for the Services are provided in the Specification Document contained in Appendix B (the Call Off Contract), Part 2, Schedule 2 of the ITT.

Tenderers must ensure they understand the processes that must be followed in order to comply with the Procurement procedure. All Tenders must be completed and submitted in accordance with the terms of the ITT.

### 6.2. Not Used

### 6.3. Award Procedure Under Framework Agreement

The Customer intends to procure the Services under Lot 2 of the Crown Commercial Services Framework Agreement RM3815 – Contact Centre Services. In accordance with Regulation 33(11) of the 2015 Regulations, a Further Competition Procedure will be conducted by the Customer to establish the MEAT.

The Customer shall apply the Further Competition Award Criteria to each Tender received. The Further Competition Award Criteria are set out in Part B of Schedule 6 to the Framework Agreement which contains details of the criteria and weightings that will be used in the call-off procedure as defined in section 6.6 below.

### 6.4. Early Market Engagement

One of the Customer's key objectives is to work collaboratively with the supplier market and in partnership with the successful Supplier. In developing its proposed approach to sourcing its requirements for delivering the Services, the Customer has undertaken a number of early market engagement exercises with the suppliers on the Framework Agreement, in order to better understand the marketplace and refine the Customer's requirements.

### 6.5. Procurement Timetable

The Procurement timetable is indicative only and the Customer reserves the right to alter the dates at any time during the Procurement. The decision to alter any dates shall be made by the Customer alone. Unless advised otherwise, Tenderers are requested to progress their tendering activities in strict accordance with the dates contained in the Procurement timetable below.

Key Stage	Activity	Date
	Issue Procurement Pack	21 February 2018

Further Competition Stage	Tenderer Briefing	14 March 2018
	Clarification Deadline 12:00pm on	4 April 2018
	Publication of Final Clarifications	11 April 2018
	Tender Return Deadline 12:00pm on	18 April 2018
Award Stage	Notification of Award Stage Decision	31 August 2018
	Call Off Contract Award Date	14 September 2018

**Table 1: Procurement Timetable**

6.6. Weighting of the Award Criteria

Part B of Schedule 6 to the Framework Agreement requires Award Criteria to be factored as follows:

Criteria Number	Criteria	Percentage Weightings (or rank order of importance where applicable) - to be set by the Contracting Authority conducting the further competition
Quality		70% +/- 20%
A	Technical capability	
B	Resource Management (recruitment, training, attrition management)	
C	Demand management	
D	Service levels / KPIs	
E	Implementation / mobilisation	
Price		30% +/- 20%

**Table 2: Award criteria to be applied through the Further Competition Procedure (extract from Framework Agreement Terms & Conditions (Lot 2))**

Using the above classifications for the Award Criteria, the specific Award Criteria and their associated weightings are shown below:

<b>Classification</b>	<b>Award Criteria</b>	<b>Weighting</b>
<b>QUALITY</b>		
A: Technical Capability	Technology and Interfaces	12%
A: Technical Capability	Security and Confidentiality	8%
B: Resource Management	People and workforce	19%
B: Resource Management	Specialist Services	5%
C: Demand Management	Operations and Delivery	12%
D: Service Levels / KPIs	Quality Management	5%
E: Implementation / Mobilisation	Case studies	9%
<b>Total Quality Weightings</b>		<b>70%</b>
<b>PRICE</b>		
Price	Total Call Off Charges	30%
<b>Total Price Weightings</b>		<b>30%</b>
<b>TOTAL</b>		<b>100%</b>

Table 3: Award Criteria and Weightings



## 7. THE PROCUREMENT PROCESS

### 7.1. Procurement Overview

This section of the Procurement Pack explains how the Customer intends to run this Procurement.

Tenderers are required to read the Procurement Pack carefully and to ensure their Tenders comply with all of the requirements of the Procurement Pack.

Tenderers must ensure they understand the nature and extent of the Services and the obligations that will apply to the Supplier under the Call Off Contract.

### 7.2. Tenderer Briefing

The Customer will hold the Tenderer Briefing at the Imperial War Museum in London on Wednesday, 14 March 2018 from 10:00am-12:30pm. Registration to attend the Tenderer Briefing should be made no later than 13:00pm on Friday, 9 March 2018 by emailing: [census2021.transformation.programme@ons.gov.uk](mailto:census2021.transformation.programme@ons.gov.uk)

The Tenderer Briefing will give an overview of the 2021 Census, the planned operations and the Services, together with the proposed timescales for the Procurement. There will be time for questions at the end of the Tenderer Briefing.

### 7.3. Award of the Call Off Contract

The purpose of the Procurement is to identify the MEAT for the Services in order to enable the Customer to make an award of the Call Off Contract. This will be undertaken through the use of the Quality Award Criteria and the Price Award Criteria in accordance with Part B of Schedule 6 to the Framework Agreement.

The Award Criteria will consider:

- the Quality Proposal put forward by the Tenderer; and
- the Price Proposal put forward by the Tenderer.

For detailed information on the Award Criteria, see Annex A to this ITT.

### 7.4. Not Used

### 7.5. Economic and Financial Standing

During the evaluation process, the Customer will conduct assessments of the financial standing of the Tenderers as necessary, using information such as Tenderers' published report and accounts and Dun and Bradstreet reports.

### 7.6. Insurance requirements

The successful Tenderer will be required, at the time of entering into the Call Off Contract for the Services, to possess insurance cover as defined in the Call Off Contract. Tenderers must

confirm that they will be capable of obtaining such cover at the time of entering into the Call Off Contract.

7.7. Not Used

7.8. Clarifications

Where a Tenderer wishes to raise a Clarification to the Customer the following shall apply:

- all Clarifications raised by a Tenderer must be raised electronically via the eSourcing Portal. Direct email or contact with any individual of the Customer is not permitted, will not be treated as a Clarification and may not be responded to by the Customer;
- Clarifications may only be raised in connection with the Procurement and the Information. No general Clarifications can be raised in respect of other procurement opportunities;
- any specific queries should clearly reference the appropriate paragraph in the documentation and, to the extent possible, should be aggregated rather than sent individually;
- Clarifications must be raised by the Tender Clarification Deadline. Only requests for Clarifications raised by the Tenderer prior to the Tender Clarification Deadline will be responded to by the Customer;
- the Customer will share the Clarification and the response it provides to any Clarifications raised with all Tenderers via the eSourcing Portal. Answers will not reveal the identity of the individual Tenderer that requested a particular Clarification. The Customer may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Tenderer;
- should a Tenderer wish to raise a commercially-sensitive Clarification, Tenderers are instructed to mark their Clarification 'COMMERCIAL IN CONFIDENCE' clearly at the commencement of their message via the eSourcing Portal. The Customer will then review the Clarification. If the Customer feels that the Clarification is in fact not confidential and/or gives the Tenderer an unfair advantage, and/or will require the Customer to issue additional Information in order to answer it, the Customer will respond to the Tenderer advising that such a Clarification is not commercially sensitive. The Customer will also invite the Tenderer to withdraw the Clarification, or re-present the Clarification for response or may, at its discretion, issue a general Clarification if the Clarification raised is not confidential and may be of general interest to all Tenderers.

The Customer will endeavour to publish responses to Clarifications on the eSourcing Portal within a reasonable timeframe as they occur. Following the Tender Clarification Deadline, the Customer will publish the final set of Clarifications on the eSourcing Portal in sufficient time to allow Tenderers to incorporate these into their Tenders.

7.9. Tender Return Deadline

Tenders must be submitted in full no later than the Tender Return Deadline specified in the Procurement timetable (at Table 1) within the ITT. Tenderers should allow sufficient time for

uploading their Tender via the eSourcing Portal. The Tender Return Deadline is a specific time and date. The eSourcing Portal will close automatically at the Tender Return Deadline.

Any Tenders received after the Tender Return Deadline or by any method other than via the eSourcing Portal, will be rejected by the Customer.

7.10. Evaluation

Following the Tender Return Deadline, the Evaluation Phase will begin. The process that the Customer will follow in order to assess and evaluate the Tenders received by the Customer by the Tender Return Deadline is explained in Section 10 of the ITT.

7.11. Standstill Period

In accordance with the CCS call off process the Customer will observe a 10-day Standstill Period following notification of award.

After all Compliant Tenders have been evaluated, the Customer will notify Tenderers as soon as is reasonably practicable of the Customer's proposal to award a contract to the successful Tenderer. In accordance with the 2015 Regulations, the Customer will notify all Tenderers of the outcome of the evaluation in writing, via the eSourcing Portal.

Upon expiry of the Standstill Period, it is the intention that the Customer and the Supplier will enter into the Call Off Contract to deliver the Services.

7.12. Award of the Call Off Contract

Following the evaluation process and obtaining the necessary internal and external approvals, all Tenderers will be informed of the outcome. The Customer will also notify CCS that the Supplier has been awarded the Call Off Contract under Framework Agreement RM3815. Details of the Call Off Contract will also be published through Contracts Finder (the name of the successful Tenderer, the date on which the Call Off Contract was entered into and the value of the Call Off Contract).

## 8. CONDITIONS FOR RESPONDING

### 8.1. Preparation of Tenders

The Customer requires Tenderers to submit responses which confirm that they have the required expertise, resources and experience to deliver the Services in a way which provides value for money and complies with the Call Off Terms.

All communications between Tenderers and the Customer and all Tenders to the Customer shall be in English.

Tenders shall be self-contained and shall not cross refer to documents which are not part of the Tender. The Customer shall not consider any material which is not included within the Tender unless otherwise expressly permitted in writing by the Customer.

Each Tenderer represents and warrants that:

- it has the legal ability to provide and deliver the Services in accordance with the Customer's requirements, good industry practice and the law;
- all information contained and opinions expressed in its Tender are honest, true, accurate and not misleading; and
- it will immediately notify the Customer of any matter of which it becomes aware that renders or could render any aspect of its Tender untrue, inaccurate and/or misleading.

### 8.2. Requirements for a Compliant Tender

A Tender will be deemed a Compliant Tender if it:

- includes a fully completed Tender responding to all instructions and criteria and is submitted to the Customer via the eSourcing Portal;
- includes a completed Mandatory Undertaking submitted both electronically via the eSourcing Portal and as a signed, hard-copy as detailed in Section 9 of the ITT;
- includes a complete Quality Proposal and Price Proposal; and
- is received by the Customer via the eSourcing Portal by the Tender Return Deadline.

The Customer reserves the right to reject any Tender that fails to comply with any of the above requirements, in which event the Tender may not receive any further consideration or evaluation by the Customer.

### 8.3. Rejection of Tenders

Any Tender shall be rejected by the Customer without consideration (provided always that such rejection shall be without prejudice to any other civil and criminal remedies available to the Customer) where the Tenderer has or, in the Customer's sole opinion, appears to have:

- directly or indirectly canvassed an official of the Customer or who has directly or indirectly obtained or attempted to obtain information from any such official or person concerning any other Tenderer or Tender by any other Tenderer in relation to the Procurement;
- fixed or adjusted any charges in the Tender by or in accordance with any agreement or arrangement with any other supplier;

- communicated to any person other than the Customer the amount or approximate amount of the Call Off Contract Charges, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining insurance, financing and/or security associated solely with the Call Off Contract;
- entered into any agreement with any other person to prevent such other person from submitting or limiting or restricting the Call Off Contract Charges to be submitted by another Tenderer or prospective Tenderer in its submission;
- offered or agreed to pay any person having a direct connection with the Customer or given any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done any of the foregoing in relation to any other Tenderer; or
- committed an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or the Bribery Act 2010.

Failure to comply with any of the above requirements may result in the Tender being rejected as 'non-compliant' (in which event the Tenderer may not receive any further consideration or evaluation by the Customer).

Please note the Tender must not contain any sales literature or uncorroborated references.

If, having reviewed the ITT, the Tenderer feels they are unable to meet the minimum requirements for the submission of a Compliant Tender, the Tenderer is advised to raise a Clarification to the Customer, in accordance with the procedure for raising and submitting Clarifications contained elsewhere in the ITT.

#### 8.4. eSourcing Portal

All electronic (soft-copy) responses, documents and Clarifications must be submitted to the Customer using the eSourcing Portal. Further details and assistance with submitting Tenders can be found within the helpdesk facility of the eSourcing Portal.

#### 8.5. Period of Validity

Each Tenderer must undertake, on submitting a Tender, that it will remain open for acceptance by the Customer for a minimum period of eight months after the Tender Return Deadline.

#### 8.6. Confidentiality

The Customer reserves the right to contact any named customer contacts provided in any Tender for verification purposes. The named customer contact does not owe the Customer any duty of care or have any legal liability, except for any deceitful or false statements of fact.

The Customer confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to contracting authorities defined by the 2015 Regulations, or as necessary in connection with this Procurement (e.g. to its professional advisors).

Once the Call Off Contract is awarded, all Supplier personnel involved in the census will be required to sign a CCU. This is provided at Appendix 27 of the Specification Document.

8.7. Conflicts of Interest

Acting in accordance with the 2015 Regulations, the Customer will manage the risks of a conflict of interest arising as may be required. A conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Customer immediately using a Clarification through the eSourcing Portal.

8.8. Consortia and Sub-Contractors

Under the 2015 Regulations regarding framework agreement procurements, only legal entities who have been accepted onto a specific Framework Agreement are eligible to submit a tender. Therefore, regarding this procurement, the Customer is unable to accept Tenders from any organisations which are not legal entities specified on the RM3815 Framework Agreement. Tenders from any other organisation including consortia, JVs, partnerships or any other legal entities will not be considered.

However, suppliers specified on the RM3815 Framework Agreement who wish to utilise sub-contractors in the delivery of the Services may do so (subject to necessary background and compliance checks). For the avoidance of doubt, the Customer reserves the right to reject any Tender which it, in its sole discretion, believes does not meet appropriate standards or is non-compliant in this regard.

Should a Tenderer wish to sub-contract any elements of the Services, the Tenderer must include in its Tender:

- The name of the Sub-Contractor(s);
- The Companies House Registration Number of the Sub-Contractor(s);
- The registered address of the Sub-Contractor(s) and the address of the premises from which the Services will be delivered;
- Details of the Services that will be sub-contracted;
- The estimated value of the Services that will be sub-contracted.

8.9. Law and Jurisdiction

This Procurement shall be construed in accordance with, and governed by, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in relation to any disputes arising from or in connection with this Procurement and, by participating in the Procurement, each Tenderer submits irrevocably to this jurisdiction.

8.10. Tenderer Costs

Each Tenderer shall bear its own costs of participation in the Procurement. The Customer shall not be liable for any costs or losses of any Tenderer regardless of the outcome of the

Procurement, including where the Procurement (or any part thereof) is abandoned or terminated by the Customer at its absolute discretion.

8.11. Assumptions

Tenderers must not make assumptions that the Customer has experience of their organisations or their service provision, even if they are currently contracted to (or have previously been contracted to) the Customer.

Tenderers will only be evaluated on the information provided in the Tenders that they make and any other responses provided to the Customer in the course of the Procurement. Embedded documents or hyperlinks must not be used and will not be considered.

8.12. Call Off Contract

Tenderers should refer to Appendix B (Call Off Contract) of the Procurement Pack for the terms and conditions that will govern their relationship with the Customer.

8.13. Contents

The Customer may, at its absolute discretion, refrain from considering a Tender if:

- it is not compliant with the mandatory requirements of a Compliant Tender; or
- the Tenderer makes or attempts to make any variation or alteration to the Call Off Terms or any other element of the Customer's requirements save where a variation or alteration is invited by the Customer.

The Customer shall not be bound to accept any Tender.

8.14. Charges

All charges included in the Tender must be stated in pounds sterling and be exclusive of VAT.

Within a Tender, Tenderers must price all items separately specifically as requested in Appendix C: Commercial (Financial) Model. The Customer reserves the right to reject any Tender in which this has not been done or to attribute a score of zero to any Tender which has not been priced as requested.

Further details are provided in Appendix C: Commercial (Financial) Model.

## 9. INSTRUCTIONS FOR RESPONDING

### 9.1. Step 1: Download the files

Tenderers should download and read all the relevant files before they consider responding to this Procurement. All files are important and contain information which has a considerable bearing on the success of any Tender.

Tenderers may submit, by no later than the Tender Clarification Deadline, any queries that they have relating to this Procurement, via the eSourcing Portal, in accordance with the process for submitting Clarifications described in this document.

If you have any problems with the eSourcing Portal you should contact the helpline on 0845 557 8079 / +44 (0) 114 407 0065. Full details can be found within the eSourcing Portal - <https://in-tendhost.co.uk/ons/asp/Home>.

### 9.2. Step 2: Decide Whether to Respond

It is in nobody's interest to have Tenderers responding to Procurements that are inappropriate. For this reason, Tenderers should read the Procurement Pack carefully to help them decide if this Procurement is suitable and whether they are able to satisfy the requirements as defined.

If this particular Procurement does not appear to be appropriate or a supplier is unable to meet the Customer's requirements, the supplier should log onto the eSourcing Portal and reject the Procurement.

### 9.3. Step 3: Read the Questions Carefully

Some items may require original signed documents to be returned to the Customer by post. All documentation must be received by the Customer before the Tender Return Deadline.

The Customer will only take account of information which is specifically asked for within this Procurement Pack and submitted via the eSourcing Portal. Tenders must be correctly referenced in accordance with the instructions in the relevant question. The Customer will not evaluate information which has not been included by a Tenderer in its Tender, and may not evaluate information which has been incorrectly referenced.

Please ensure that you allow sufficient time for returning signed original documents to the Customer ahead of the Tender Return Deadline. Please allow at least seven days for the delivery of hard copy documentation.

#### 9.3.1. *Mandatory Undertaking*

Tenderers must return a signed hard copy of Appendix A: Mandatory Undertaking of the Procurement Pack to the Customer ahead of the Tender Return Deadline in order for their electronic Tender to be considered. The signed Appendix A: Mandatory Undertaking shall be sent in a plain sealed envelope, which does not identify the Tenderer, to the address shown below, to be received before the Tender Return Deadline. If the signed hard copy of Appendix A: Mandatory Undertaking is not received before the Tender Return Deadline then the electronic Tender may not be considered.



The envelope enclosing the signed hard copy of Appendix A: Mandatory Undertaking should be marked on the front cover as follows:

<p style="text-align: center;"><b>Confidential Documentation – Do Not Open</b></p> <p style="text-align: center;">Public Contact Centre Services</p> <p style="text-align: center;">For the attention of: <b>Anthony Evans</b> <b>Commercial Services – 4200E</b></p> <p style="text-align: center;">Office for National Statistics Segensworth Road Titchfield Fareham Hampshire PO15 5RR</p>
--

The Tenderer is required to provide a contact who is authorised to act as the contact point on its behalf in dealings with the Customer during the Procurement.

9.4. Step 4: Prepare your Tender

Tenders shall be in electronic form which can be accessed via a web browser on the eSourcing Portal. It may be possible to respond simply by answering the questions on screen. In some cases, you may need to prepare additional material to support your Tender, which you can upload later but in any event before the Tender Return Deadline. In all cases, you should follow the instructions given in the eSourcing Portal.

To complete the proposal on the eSourcing Portal, Tenderers can enter information directly into the form. It is important to “Save” any input regularly.

Please Note: If a user is inactive for more than 15 minutes on the eSourcing Portal they may be logged off and as such may lose information already input and not saved.

9.4.1. *Structure of Tenders*

The Tenderer is responsible for ensuring the Tender is complete and comprehensive in all respects.

In accordance with Clause 4 of the Call Off Contract, the Customer may require the Supplier to provide a Call Off Guarantee prior to Award. Should this be necessary, the Supplier will be required to provide this Guarantee prior to the Call Off Commencement Date.

#### 9.4.2. *How to submit supplementary documents*

Supplementary documents in the form of electronic attachments are often required to provide additional evidence for responses to certain questions. Tenderers should only submit supplementary documents when they are necessary and requested by the Customer. Additional information may be in the form of case studies, evidence of processes and procedures, plans, method statements, drawings or certificates.

Do not embed documents inside documents; the Customer will not review the content of embedded documents.

#### 9.4.3. *Page Limits, Font Sizes and Naming Conventions*

Tenderers must answer all questions accurately and as concisely as possible. The Customer wishes to allow Tenderers some flexibility on the proportion of the Tender they allocate to each of the Award Criteria. Therefore, the electronic page limits are:

Case Studies:	6	electronic pages (2 pages per Case Study)
Rest of Tender:	8	electronic pages (apportioned by Tenderer as required)
Tender total:	14	electronic pages

For clarification, an electronic page is equivalent to a single side of A4 paper. Any Tenders that exceed the page limit will be assessed up to that limit. Any information provided over the limit will not be considered. The font used on any of these documents must be Arial and not less than 11 point.

For example:

- (A) if the Customer limits the total response to eight pages and receives a nine page response from a Tenderer only the first eight pages will be evaluated by the Customer; and
- (B) if the Customer requests three case studies and receives five from a Tenderer, it will only consider the first three case studies submitted in accordance with the requirements of the Procurement Pack.

Most file types can be used to support a Tender. If Tenderers have any doubts or questions about the format or software they intend to use for their response, they should contact the Customer using the secure messaging system of the eSourcing Portal.

Usually, the file name required will be notified in the instructions within the questions. If you are uploading additional files for any reason, it is essential that you name the file in an appropriate way as specified in the Award Criteria.

Tenderers should regard 5Mb as the practical working limit for any individual file. All files uploaded onto the eSourcing Portal cannot be amended by anyone and original files uploaded by Tenderers will be maintained in an un-altered state on the system throughout the procurement process.

9.5. Step 5: Ensure your Tender is Complete

All the files submitted by Tenderers will be loaded and made visible to the Assessors, so Tenderers should check the entire response to ensure all files have been uploaded properly before making a final Tender.

It is the Tenderer's responsibility to ensure all Tender files and documentation submitted are accessible by the Customer.

9.6. Step 6: Submit your Tender

**Completed Tenders must be submitted via the eSourcing Portal by the Tender Return Deadline. Responses received after the Tender Return Deadline may not be considered. Please note that the Tender Return Deadline is a precise time.**

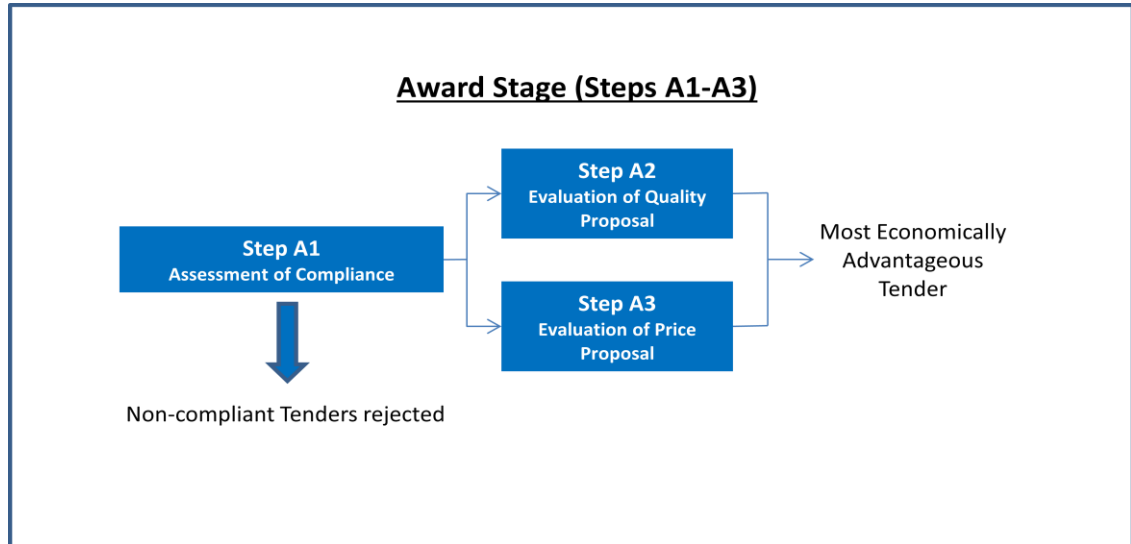
You will receive a confirmation email from the eSourcing Portal stating that your Tender has been received.

With the exception of any hard copy material specifically asked to be returned, the Customer will not consider Tenders uploaded or submitted by any means other than via the eSourcing Portal.

**You are strongly advised to follow the guidance found in the eSourcing Portal.**

## 10. EVALUATION OF SUBMISSIONS

The Customer will assess and evaluate Tenders as described in the process diagram below:



Each of the steps in the process are described in further detail below.

### 10.1. Step A1: Assessment of Compliance

The Customer will use this step of the evaluation process to identify any Tenders that, for whatever reason, are not Compliant Tenders and will be rejected by the Customer as 'non-compliant' as described in Section 8.2.

The following areas will be assessed to determine whether the Tenderer passes this step:

- Completeness – any Tenders that have not been fully completed in accordance with the instructions may be rejected;
- Compliance – any Tenders that are not or do not remain Compliant Tenders may be rejected.

### 10.2. Step A2: Evaluation of Quality Proposal

The Customer will use this step of the evaluation process to assess and score the submitted Quality Proposal of each Compliant Tender received. The score for the Quality Proposal will count towards the Tenderer's overall score for their Compliant Tender. The assessment will be made on the basis of the information contained in the Quality Proposal.

The specific Award Criteria for the Quality Proposal are contained in Annex A of this ITT.

Tenderers must complete and submit a response to all of the Award Criteria in accordance with the instructions provided.

An evaluation panel will use the guidance contained in Annex A of this ITT as the basis for scoring each Quality Proposal.

Assessors will award scores for the response to each question based wholly on the contents of the Quality Proposal, and any associated Clarifications and responses. Quality Proposals must therefore contain all of the information which the Tenderer wishes to be considered.

In the first instance, individual assessors will score the Quality Proposals independently. These will be deemed to be draft scores. Following the completion of the Quality evaluation, a Consensus Scorer will review the assessment made against each criterion, in consultation with the assessors, and will enter a single 'Customer view' score based on the assessors' scores and the Quality Proposals and agreed with the assessors. This stage will ensure that a consistent approach has been adopted by the evaluation panel throughout the process.

The scoring of each of the Award Criteria will be by 7-point scale, shown in the diagram below with the percentage of the weighting attributed to the score for the Award Criteria. These are more particularly described with respect to each question set out in Annex A of the ITT:

6 - Excellent Confidence	100.0%
5 - Very Good Confidence	83.3%
4 - Good Confidence	66.7%
3 - Confidence	50.0%
2 - Limited Confidence	33.3%
1 - Minor Concerns	16.7%
0 - Major Concerns	0.0%

The Customer requires that Tenderers obtain:

- (a) a minimum unweighted score of 'Minor Concerns' or higher in response to each of the Quality Award Criteria; and
- (b) a minimum total weighted score of 50% of the weight allocated for Quality Award Criteria.

If the Quality Proposal does not achieve either of these requirements, the Tenderer may be excluded from further participation in the Procurement.

The Customer reserves the right to invite Tenderers to give a presentation on their proposal. Should these be required, further details on presentation dates, times and venue will be provided nearer the time. The presentations will not be subject to additional evaluation.

### 10.3. Step A3: Evaluation of Price Proposal

The Customer will use this step of the evaluation process to assess and score the submitted Price Proposal of each Compliant Tender received. The score for the Price Proposal will count towards the Tenderer's overall score for their Compliant Tender. The assessment will be made on the basis of the information contained in Appendix C: Commercial (Financial) Model of the Procurement Pack.

The template pro-forma Pricing Submission Document is included as Appendix C: Commercial (Financial) Model of the Procurement Pack. The pro-forma contains the Rate Cards for pricing the individual periods and phases of the Services and an appendix containing the estimated volumes for each channel (Volumetrics). The estimated volumes are provided for pricing and

evaluation purposes only. The Customer will work with the Supplier to assure the estimates are as accurate as possible. Although not part of the evaluation process, the Customer wishes to also understand what effects any volume fluctuations may have on pricing and has provided price variance templates in the pro forma where appropriate.

All Total Call Off Charges shall be reviewed to identify any “abnormally low” prices. If the evaluation panel remains concerned that a Tender is abnormally low then a written explanation of the Tender, or those parts of the Tender which the evaluation panel considers contribute to the Tender being abnormally low, will be requested from the Tenderer.

The Customer will take into account the written explanation received from the Tenderer. The Customer may, at its discretion, reject any Tender that it considers to be abnormally low after following the process outlined in Regulation 69 of the 2015 Regulations.

Once the Customer is content that there are no abnormally low prices, the Customer shall calculate the average of all Total Call Off Charges. Total Call Off Charges shall then be scored in accordance with the following formula:

$$\text{Commercial Score} = \text{Lowest Total Call Off Charge} / \text{Total Call Off Charge} \times 30\%$$

#### 10.4. Proposed Award

Following conclusion of the evaluation process, the Customer will prepare an Award Recommendation.

Following formal approval of this report by the Customer and relevant Approving Authorities, the Customer will notify Tenderers of the outcome of the evaluation process and/or whether the Customer intends to make an award. Should it decide to do so, and following the conclusion of the Standstill Period, an award will be made to the Tenderer that has submitted the MEAT.

The Tenderer whose combined score for the Quality Proposal and Price Proposal achieves the highest marks against the Award Criteria (and who is not otherwise eliminated from the competition) will be determined to have submitted the MEAT.

In the event of a tie, the Customer will determine the highest ranking Tender to be that of the Tenderer who scores the higher mark for its Quality Proposal.

#### 10.5. Information to Unsuccessful Tenderers

In accordance with its statutory obligations, following the Award Decision the Customer will notify all Tenderers of the outcome of the evaluation in writing, via the eSourcing Portal and will inform unsuccessful Tenderers of the decision to exclude them from the Procurement and will provide reasons for the rejection of their Tender.

## 11. GLOSSARY

Defined Term	Definition
<b>2015 Regulations</b>	The Public Contracts Regulations 2015 (Statutory Instrument 2015 / 102) which can be viewed on the following link: <a href="http://www.legislation.gov.uk/uksi/2015/102/contents/made">http://www.legislation.gov.uk/uksi/2015/102/contents/made</a>
<b>2017 Test</b>	The activity undertaken during 2017 to test certain assumptions and areas of design.
<b>2019 Rehearsal</b>	The activity in 2019 where the planned census processes and procedures for the 2021 Census are tested.
<b>2021 Census</b>	The 10-yearly collection of demographic and household information from the population of England, Wales and Northern Ireland.
<b>Advisor</b>	A member of the contact centre staff skilled and trained in providing a response to a question from a Respondent.
<b>Approving Authorities</b>	Other government departments who are required to endorse or approve the Procurement (e.g. HM Cabinet Office).
<b>Award Criteria</b>	The criteria on which basis the Tender received by the Customer in response to the ITT will be evaluated as set out in Annex A of the ITT.
<b>Award Criteria Weighting</b>	The relative priority of the Award Criteria as defined by the Customer which is used to calculate the quality and content of the Tender.
<b>Award Stage</b>	The stage of the tendering process where the successful Tenderer is awarded the Call Off Contract.
<b>Award Stage Clarification Deadline</b>	The deadline by which Tenderers must submit any Clarifications relating to the Award Stage.
<b>Award Stage Decision</b>	The decision to place a contract with the Most Economically Advantageous Tender.
<b>Cabinet Office</b>	A department of Her Majesty's Government of the United Kingdom.
<b>Call Off Contract</b>	The terms and schedules to be entered into between the Customer and the successful Tenderer.
<b>CCS</b>	See 'Census Coverage Survey'.
<b>CCU</b>	See 'Census Confidentiality Undertaking'.
<b>CD</b>	Census Day.

**OFFICIAL – SENSITIVE (COMMERCIAL)**

<b>Defined Term</b>	<b>Definition</b>
<b>Census Confidentiality Undertaking</b>	The undertaking signed and submitted by all external parties involved with the census stating they will adhere to the Customer's confidentiality requirements both during and after the Procurement.
<b>Census Coverage Survey</b>	The Census Coverage Survey is a sample of Households in England, Wales and Northern Ireland. The current assumption is that the sample will be 1% of Households and will commence 6 weeks after Census Day. For 2021, this is expected to be carried out by interviewers entering data using devices. However, where they are unable to make contact after a minimum number of visits, a Postback Questionnaire may be used.
<b>Census Day</b>	The point in time to which all information captured on a Questionnaire should relate.
<b>Clarification</b>	A request for further information or explanation relating to the ITT submitted by the Tenderer.
<b>Commercial Award Criteria</b>	The pricing and the commercial questions that each Tenderer is required to answer as part of its proposal and the response made by the Tenderer.
<b>Communal Establishment</b>	An establishment providing managed residential accommodation; "managed" in this context means full-time or part-time supervision of the accommodation.
<b>Compliant Tender</b>	A Tender which meets the requirements for the Award Stage as outlined in Section 8.2 of the ITT.
<b>Consensus Scorer</b>	The individual responsible for reviewing the assessors' scores and scoring rationale provided against a technical or commercial question, and proposing a final score for that respective technical or commercial question.
<b>Contact</b>	A communication received from a Respondent requiring a response from a contact centre Advisor or the Customer.
<b>Contact Centre</b>	For the purposes of the census, a customer service facility that houses and manages all the inbound and outbound communication channels related to the delivery, management and support of the 2019 Rehearsal and the 2021 Census.
<b>Contract Award</b>	Following the Standstill Period, the award of the Call Off Contract to the successful Tenderer to deliver the Services.
<b>Contract Award Date</b>	The date identified in the procurement timetable that occurs at the end of the Standstill Period and on which the Customer intends to Award the Call Off Contract.



**OFFICIAL – SENSITIVE (COMMERCIAL)**

<b>Defined Term</b>	<b>Definition</b>
<b>Contract Award Recommendation</b>	A recommendation made by the Customer for the preferred Tenderer who will be invited to supply the Services.
<b>Contracts Finder</b>	The definition as provided in Regulation 2(1) of the 2015 Regulations.
<b>Customer</b>	The Office for National Statistics (ONS), as described in more detail within the ITT.
<b>Devolved Administration</b>	The Devolved Administrations comprise the governments and administrations of Wales, Scotland and Northern Ireland. The Devolved Administrations are each responsible for delivering the Census in each of their countries.
<b>Escalation</b>	The assignment of a problem or issue to a higher level of prioritisation in order to expedite resolution or acceptance.
<b>eSourcing Portal</b>	The electronic sourcing service through which the Customer conducts its procurement processes.
<b>Evaluation Phase</b>	The Phase of the Procurement during which the Tenders are assessed against the Award Criteria by a team of subject matter experts.
<b>Final Clarifications</b>	Following the Clarifications Deadline, the publication by the Customer of the final responses to Tenderer questions on the eSourcing Portal.
<b>FOI Legislation</b>	The Freedom of Information Act 2000, all regulations made under it and the Environmental Information 2015 Regulations 2004 and any amendment or re-enactment of any of them and any guidance issued by the Information Commissioner in relation to such legislation.
<b>Framework Agreement</b>	The framework agreement between the Crown Commercial Service and the Supplier referred to in the contract.
<b>Fulfilment</b>	The completion of requests for supplies and materials.
<b>Further Competition Procedure</b>	In accordance with Regulation 33(11) of the 2015 Regulations, all suppliers on a framework agreement are entitled to be given the opportunity to compete for opportunities to be awarded under a framework agreement.
<b>Go Live</b>	Start of operational activities for the Operational Periods.
<b>Household</b>	A Household comprises one person living alone or a group of people (not necessarily related) living at the same address and sharing cooking facilities and some living space.
<b>Householder</b>	The person responsible for a Household.

**OFFICIAL – SENSITIVE (COMMERCIAL)**

<b>Defined Term</b>	<b>Definition</b>
<b>Information</b>	The ITT and all other information, statements, opinions, conclusions, data and communications, whether written or oral and however transmitted or otherwise made available to Tenderers, which is made available to Tenderers during the procurement process.
<b>Interpretation Service</b>	The provision of language translations via a third party. This may involve a call back service if the third party is not available immediately. The Interpretation Service would be offered via a three-way telephone conversation and facilitates interaction between the contact centre Advisor, the third party and the Respondent.
<b>Invitation to Tender</b>	Invitation to Tender – the contents of this document. The invitation to suppliers to submit tenders for this Procurement.
<b>ITT</b>	Invitation to Tender.
<b>JV</b>	Joint Venture.
<b>Language Support</b>	The provision of bilingual advisors who can provide direct support to Respondents at the contact centre.
<b>MI</b>	Management Information.
<b>Management Information</b>	Information provided to the Customer, by the Supplier, to manage and support operational decisions.  A management information system focuses on the management of information technology to provide efficiency and effectiveness and/or strategic decision making.
<b>Mandatory Undertaking</b>	The agreement, signed by Tenderers, covering the treatment of Information, confidentiality and conflicts of interest.
<b>MEAT</b>	Most Economically Advantageous Tender.
<b>Most Economically Advantageous Tender</b>	The Compliant Tender received from a Tenderer that scores the highest overall against the Award Criteria.
<b>National Statistician</b>	The National Statistician is the UK Statistics Authority's and the Government's principal adviser on official statistics. The National Statistician is the Head of the Government Statistical Service (GSS) and, as the Customer's Chief Executive and Permanent Secretary, is a member of the Board of the UK Statistics Authority.

**OFFICIAL – SENSITIVE (COMMERCIAL)**

<b>Defined Term</b>	<b>Definition</b>
NISRA	Northern Ireland Statistics and Research Agency.
Non-Operational Phases	Those periods of the Services outside the Operational Phases where mobilisation, service development and delivery preparation activities are performed by the Supplier.
Northern Ireland Statistics and Research Agency	The agency responsible for undertaking the census in Northern Ireland. The Customer will be acting on their behalf to deliver the Services for Northern Ireland.
<b>OJEU</b>	Official Journal of the European Union.
<b>Online Capture System</b>	The system being developed by the Customer for the digital capture of census data for Respondents to complete online, thereby reducing the need for Paper Questionnaire submissions.
<b>ONS</b>	Office for National Statistics and the Customer.
<b>Operational Phases</b>	Those periods when the Services will be fully operational for the 2019 Rehearsal and the 2021 Census.
<b>Operations Overview</b>	The document summarising the main operational processes involved in collecting, processing and producing statistical outputs from the 2021 Census.
<b>Paper Questionnaire</b>	The printed document that is completed and submitted by Respondents to provide their census information if they are unwilling or unable to complete using the Online Capture System.
<b>Price Proposal</b>	A proposal submitted by the Tenderer that responds to the commercial requirements of the Award Criteria.
<b>Pricing Tender Document</b>	The template pro-forma provided at Appendix C: Commercial (Financial) Model of the Procurement Pack.
<b>Procurement</b>	The procurement process as provided for in the ITT which is intended to lead to the award of the Call Off Contract. The process shall commence with the publication of the Procurement Pack and conclude with either an award of the Call Off Contract or earlier termination of the process.
<b>Procurement Pack</b>	The Information provided covering the Procurement and the Call Off Contract.
<b>Programme</b>	The Census Transformation Programme.
<b>Programme Objectives</b>	The objectives of the Programme as stated in Section 4.2 of the ITT.
<b>Programme Priority Themes</b>	A set of themes that have been adopted by the Customer and which form the basis of the Award Criteria.
<b>Public Contact Centre</b>	See Contact Centre.

**OFFICIAL – SENSITIVE (COMMERCIAL)**

<b>Defined Term</b>	<b>Definition</b>
<b>Quality Award Criteria</b>	The service quality questions that each Tenderer is required to answer as part of its proposal and the response made by the Tenderer.
<b>Quality Proposal</b>	A proposal submitted by the Tenderer that responds to the technical and service requirements of the Award Criteria.
<b>Quality Targets</b>	The KPIs that form part of the Call Off Contract that the Supplier must meet.
<b>Questionnaire</b>	The tool used to collect census and CCS information from Respondents, which could be in the form of a paper questionnaire or an electronic questionnaire.
Rehearsal	See '2019 Rehearsal'.
Respondent	A member of the public that provides a Census return.
Response Management System	<p>The Response Management system developed by the Customer is used to record all interactions with an address in order to monitor Response Rates and direct field operations accordingly.</p> <p>The interface to Response Management System is REST based web services and this is the preferred interface to third party applications and sftp for data transfer.</p>
<b>Response Rates</b>	Refers to the percentage of people who will respond to a request for information at any given time.
<b>Security Requirements</b>	The requirements related to the security of personnel and data as defined in Schedule 7 of the Call-Off Contract).
<b>Senior Responsible Officer (SRO)</b>	The SRO is the visible owner of the overall business service, accountable for successful delivery.
<b>Services</b>	The Services to be supplied by the Supplier to fulfil the requirements contained in the Procurement Pack.
<b>Social Media</b>	Websites and applications that enable users to create and share content or to participate in social networking.
<b>Specification Document</b>	The statement of requirements as provided in the Call Off Contract at Appendix B, Part 2, Schedule 2.
<b>Standstill Period</b>	The period of inactivity between the publication of any announcement of intention to make an award and formally making an award.
<b>Supplier</b>	The organisation appointed to deliver the Services and who will be responsible for leading on the delivery of the Services.
<b>Supplier Information Document</b>	The document providing an overview of the Customer and the Programme.

**OFFICIAL – SENSITIVE (COMMERCIAL)**

<b>Defined Term</b>	<b>Definition</b>
<b>Telephone Capture</b>	A telephone facility which allows an Advisor to enter a Respondent's information directly into the census database.
<b>Tender</b>	A proposal by a Tenderer in response to the ITT that comprises a Quality Proposal and a Price Proposal.
<b>Tenderer</b>	An organisation that submits or wishes to submit a response to the ITT.
<b>Tenderer Briefing</b>	An event which will give an overview of the Census, the planned operations in general, the procurement timescales and expectations to the potential suppliers of the Services.
<b>Tender Clarification Deadline</b>	The deadline by which Tenderers must submit any requests for further information or explanation relating to the ITT.
<b>Tender Return Deadline</b>	The deadline for the submission of Tenders as stated in the Procurement Timetable.
<b>Total Call Off Charges</b>	The tendered charges relating to the provision of the Services in accordance with the Specification Document. These will become the Call Off Contract Charges.
<b>UK Statistics Authority</b>	An independent body operating at arm's length from Government as a non-ministerial department, directly accountable to Parliament for the independent monitoring and assessment of official statistics.
<b>VAT</b>	Value Added Tax.
<b>Web Chat</b>	A system that allows Respondents and Advisors to communicate in real time using easily accessible web interfaces.
<b>Web Form</b>	A web page that allows a Respondent to enter data into a pre-defined structure and format.
<b>Weighting</b>	The relative weighting for the Quality Criteria and Price Criteria within the Award Stage.

## **ANNEX A: AWARD CRITERIA**

### **1. Introduction**

This section provides Tenderers with the detailed information relating to the Award Criteria that the Customer will use to assess the Tenders received from interested Tenderers.

The Award Criteria have been developed and classified in accordance with Part B of Schedule 6 to the Framework Agreement.

A description of the evaluation process is provided in Section 10 of this ITT.

**Table 4: Award Criteria**

FRAMEWORK AGREEMENT CLASSIFICATION: IMPLEMENTATION / MOBILISATION - Case Studies (9%)							
Background	The Customer recognises the importance of a Supplier having previous experience in delivering services which are similar in nature and context to the Customer's requirements.						
Aim	To contract with a Supplier who clearly understands the importance and impact of the contact centre and can mitigate risks associated with setting up and delivering a contact centre service to the requirements and quality levels expected by the Customer.						
Award Criteria	<p>To assure the Customer that the Supplier has suitable capacity and capability to deliver the Services, please provide three case studies describing your recent (within the last 4 years) provision of similar services.</p> <p>Your answer must include at least one case study that demonstrates the successful planning and delivery of the following:</p> <ol style="list-style-type: none"> <li>1. Planning, set up, delivery and management of an omni-channel contact centre at scale with the ability to react quickly to operational changes, contact volumes and requirements;</li> <li>2. Attracting, recruiting, retaining and training resources to deliver the services;</li> <li>3. Managing risk and interfacing with other Customer systems;</li> <li>4. How you have used MI to improve service delivery and react to short-term change;</li> <li>5. How you have collaborated with a Customer to deliver their requirements.</li> </ol>						
Submission Requirements	<p>Your response should be limited to a maximum of two sides of A4 per case study (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please name the File "<b>Implementation / Mobilisation</b>" and the individual files "<b>Case Study 1, Case Study 2, Case Study 3</b>".</p>						
Scoring Guidance	Major Concerns 0	Minor Concerns 1	Limited Confidence 2	Confidence 3	Good Confidence 4	Very Good Confidence 5	Excellent Confidence 6
	Evidence provided gives rise to significant concern that the proposed Case Studies have significant weaknesses that would result in a high level of risk to successful delivery of the services.	Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.	<p>Demonstrates the ability to provide a contact centre but to limited scale and channels.</p> <p>Demonstrates recruitment of staff but with limited training and volumes.</p> <p>Limited evidence shown on how they have collaborated with a Customer to deliver their requirements, including the managing of risks, development of interfaces and how they have used management information to improve service delivery and react to short term changes.</p>	Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.	<p>Demonstrates good capacity and capability in providing a variety of channels, showing how they have planned and successfully delivered a similar service. There is some evidence of how they have reacted to operational changes and volume fluctuations on a previous contract.</p> <p>Examples provided on recruiting, retaining and training staff gives some assurance in their ability to provide this for the census.</p> <p>Evidence of how they have collaborated with a Customer to deliver their requirements, including the managing of risks, development of interfaces and how they have used management information to improve service delivery</p>	Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.	<p>Demonstrates excellent capacity and capability in providing an omni-channel contact centre, showing how they have planned and successfully delivered a similar service to another government department or large organisation. There is comprehensive evidence of how they have reacted to operational changes and volume fluctuations on a previous large volume contract.</p> <p>Clear examples provided on recruiting, retaining and training large volumes of staff for a short term operational phase provides assurance in their ability to provide this for the census.</p> <p>Comprehensive evidence of how they have collaborated with a Customer to deliver their requirements, including the managing</p>

					and react to short term changes.		of risks, development of interfaces and how they have used management information to improve service delivery and react to short term changes.
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FRAMEWORK AGREEMENT CLASSIFICATION: RESOURCE MANAGEMENT - People & Workforce (19%)							
Background	<p>The Customer recognises:</p> <ul style="list-style-type: none"> <li>the importance of sourcing, engaging and retaining the most effective people to ensure successful delivery and quality of service not only during the Census operational periods but throughout the life of the Call Off Contract</li> <li>the importance of accurate and responsive resource planning to ensure varying demands and volume fluctuations can be addressed during the operational periods of the Census</li> </ul>						
Aim	<p>To contract with a Supplier who:</p> <ul style="list-style-type: none"> <li>understands the skills that are required to provide a high-quality contact centre and ensures that the relevant people with those skills are sourced, attracted, deployed and retained on the Customer’s contact centre</li> <li>can demonstrate an excellent understanding and approach to managing sudden changes in contact centre volumes over aggressive time periods providing a flexible and pragmatic approach while managing and preventing increased costs</li> </ul>						
Award Criteria	<p>Describe how you will manage workforce planning and resource service delivery to sufficient levels to meet quality standards and performance measures.</p> <p>Your answer must include:</p> <ol style="list-style-type: none"> <li>How you will work with the Customer to finalise forecast contact volumes and react to changes throughout the operational phases;</li> <li>How you will manage the workforce to accommodate sudden and unexpected fluctuations in contact volumes and ensure adequacy and continuity of resources during the operational phases;</li> <li>How you will attract, recruit and retain people with the key core skills and attributes;</li> <li>How you will ensure staff are trained to a sufficient level to meet the requirements and deliver the required standards;</li> <li>How you will ensure staff capability is assessed and maintained and what steps are taken to address any concerns.</li> </ol>						
Submission Requirements	<p>Your total response for all questions (excluding the Case Studies) must be limited to a maximum of eight sides of A4 (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please name the File “<b>Resource Management</b>” and section heading “<b>People and Workforce</b>”</p>						
Scoring Guidance	<p><b>Major Concerns</b> 0</p>	<p><b>Minor Concerns</b> 1</p>	<p><b>Limited Confidence</b> 2</p>	<p><b>Confidence</b> 3</p>	<p><b>Good Confidence</b> 4</p>	<p><b>Very Good Confidence</b> 5</p>	<p><b>Excellent Confidence</b> 6</p>
	<p>Evidence provided gives rise to significant concern that the proposed approach has significant weaknesses that would result in a high level of risk to successful delivery of the services.</p>	<p>Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.</p>	<p>Limited evidence of how they will manage workforce planning. Limited evidence demonstrating how they will resource the contact centre to deal with the contact volumes.</p> <p>The evidence shows a process for recruiting and retaining staff.</p> <p>Demonstrates a process for training of staff.</p>	<p>Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.</p>	<p>Good evidence of how they will manage workforce planning. Demonstrates how they will resource the contact centre to deal with the contact volumes and react to changes.</p> <p>The evidence provides a clear process of how they will recruit and retain staff.</p> <p>Demonstrates a clear process for training of staff to a sufficient level to meet the requirements.</p>	<p>Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.</p>	<p>Comprehensive evidence of how they will manage workforce planning, including how they will work with the Customer to finalise forecast contact volumes. Also demonstrates how they will resource the contact centre to deal with the contact volumes, react to changes and manage fluctuations both intra-day and intra-week.</p> <p>The evidence provides a clear process of how they will recruit and retain staff and deal with any shortfalls in resource and skills.</p> <p>Demonstrates a clear process for training of staff to a sufficient level to meet the requirements and how advisors not working solely on the census account maintain their skills.</p>

**FRAMEWORK AGREEMENT CLASSIFICATION: DEMAND MANAGEMENT - Operations and Delivery (12%)**

<b>Background</b>	The Customer recognises the need to deliver a solution that supports the needs of census Respondents, across all channels.
<b>Aim</b>	To contract with a supplier who delivers an effective solution to the service requirements.

<b>Award Criteria</b>	<p>Describe how your solution will successfully deliver all services during the operational phases including management processes, mitigation and escalation of appropriate issues to ONS;</p> <p>Your answer must include:</p> <ol style="list-style-type: none"> <li>1. How you will manage the operations and support the different contact channels during the census operational phases;</li> <li>2. How you will ensure compliance with the service levels;</li> <li>3. How you will deliver a consistent experience across all channels;</li> <li>4. How you will manage queries that have to be passed to Tier 2 or Customer;</li> <li>5. How you propose to support and manage social media contacts;</li> <li>6. How you will develop your solution to support different query types;</li> <li>7. What outbound support you will provide as part of your proposed solution;</li> <li>8. How you will manage incidents.</li> </ol>
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<b>Submission Requirements</b>	<p>Your total response for all questions (excluding the Case Studies) must be limited to a maximum of eight sides of A4 (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please name the File “<b>Demand Management</b>” and section heading “<b>Operations and Delivery</b>”</p>
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<b>Scoring Guidance</b>	<b>Major Concerns 0</b>	<b>Minor Concerns 1</b>	<b>Limited Confidence 2</b>	<b>Confidence 3</b>	<b>Good Confidence 4</b>	<b>Very Good Confidence 5</b>	<b>Excellent Confidence 6</b>
<b>Scoring Guidance</b>	Evidence provided gives rise to significant concern that the proposed approach has significant weaknesses that would result in a high level of risk to successful delivery of the services.	Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.	<p>Demonstrates a limited understanding of the census requirements and the need to support the wide variety of census respondents across a number of different channels.</p> <p>Demonstrates a proposal for managing social media.</p> <p>Provides incident management procedures.</p> <p>Limited details for providing outbound</p>	Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.	<p>Demonstrates a good understanding of the census requirements and the need to support the wide variety of census respondents across a number of different channels. Provides some evidence on how they propose to manage operations and delivery and ensure a consistent experience for all respondents.</p> <p>Demonstrates a clear proposal for managing social media.</p> <p>Demonstrates clear incident management</p>	Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.	<p>Demonstrates an excellent understanding of the census requirements and the need to support the wide variety of census respondents across a number of different channels. Provides evidence on how they propose to manage operations and delivery and ensure a consistent experience for all respondents, including escalation of queries when appropriate.</p> <p>Demonstrates a clear and comprehensive proposal for managing social media.</p>

			support to meet the requirements.		procedures. Details the process for outbound support to meet the requirements.		Demonstrates clear incident management procedures, including how incidents will be communicated.  Details the process for outbound support to meet the requirements e.g. Telephone Capture and Interpretation and also details any outbound support which is part of the Supplier's solution.
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FRAMEWORK AGREEMENT CLASSIFICATION: TECHNICAL CAPABILITY - Technology and Interfaces (12%)							
Background	The Customer recognises that the use of technology and interface management is critical to the success of the Contact Centre service and the Census.						
Aim	To contract with a Supplier who can demonstrate an excellent understanding of the technology and interfaces used to deliver an effective contact centre.						
Award Criteria	<p>Describe how you will provide the required technology, including interface management and business continuity to support the census.</p> <p>Your answer must include:</p> <ol style="list-style-type: none"> <li>1. How you will provide omni-channel functionality (including telephony, IVR, CRM etc);</li> <li>2. What systems and equipment will be utilised and the rationale for your approach;</li> <li>3. How you will work collaboratively with the Customer to develop and test interfaces;</li> <li>4. Your testing processes and procedures;</li> <li>5. How you will maintain availability and support.</li> <li>6. How you propose to ensure internal and external interfaces (technical and process) are managed effectively;</li> <li>7. Your approach to Business Continuity and Disaster Recovery;</li> <li>8. Any assumptions made in your proposals.</li> </ol>						
Submission Requirements	<p>Your total response for all questions (excluding the Case Studies) must be limited to a maximum of eight sides of A4 (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please name the File “<b>Technical Capability</b>” and the section heading “<b>Technology and Interfaces</b>”</p>						
Scoring Guidance	<b>Major Concerns</b> 0	<b>Minor Concerns</b> 1	<b>Limited Confidence</b> 2	<b>Confidence</b> 3	<b>Good Confidence</b> 4	<b>Very Good Confidence</b> 5	<b>Excellent Confidence</b> 6
	Evidence provided gives rise to significant concern that the proposed approach has significant weaknesses that would result in a high level of risk to successful delivery of the services.	Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.	<p>Demonstrates a limited understanding of the technical requirements and how they will provide omni-channel functionality. Limited information on collaborating with the Customer to develop interfaces.</p> <p>Provides limited assurance of how the Supplier will maintain system availability, support and their approach to business continuity and disaster recovery.</p>	Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.	<p>Demonstrates a good level of understanding of the technical requirements and demonstrates how they will provide omni-channel functionality, including systems and their testing processes and procedures. Some information on how they will collaborate with the Customer to develop interfaces and ensure thorough testing.</p> <p>Provides good assurance of how the Supplier will maintain system availability, support and their approach to business continuity and</p>	Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.	<p>Demonstrates an excellent level of understanding of the technical requirements and clearly demonstrates how they will provide omni-channel functionality, including systems and their testing processes and procedures. Describes how they will collaborate with the Customer to develop interfaces and ensure thorough testing.</p> <p>Provides comprehensive assurance of how the Supplier will maintain system availability, support and their approach to business continuity and disaster recovery.</p>

					disaster recovery. Demonstrates how they work with any 3 <sup>rd</sup> party suppliers/partners.		Demonstrates how they will ensure any 3 <sup>rd</sup> party suppliers/partners are managed effectively.
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**FRAMEWORK AGREEMENT CLASSIFICATION: TECHNICAL CAPABILITY - Security (8%)**

<b>Background</b>	The Customer is fully committed to ensuring the delivery of the Contact Centre Service and Census as a whole Programme in a way that complies with all Government policy related to security.
<b>Aim</b>	To contract with a Supplier who can demonstrate an excellent understanding of security and a strong capability to manage this throughout the life of the Call Off Contract.

<b>Award Criteria</b>	<p>Describe how you will manage the security and confidentiality aspects of the contact centre inline with the Specification Document.</p> <p>Your answer must include:</p> <ol style="list-style-type: none"> <li>1. How you would comply with government and customer security, policies and standards including GDPR;</li> <li>2. Where and how you propose to store and protect data;</li> <li>3. How you propose to manage and monitor the physical space requirements for Telephone Capture;</li> <li>4. How you would respond to a breach in security (Incident Management);</li> <li>5. The key risks associated with managing security and confidentiality and how your approach mitigates these risks;</li> <li>6. How you will ensure all staff are vetted to the appropriate standard.</li> </ol>
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<b>Submission Requirements</b>	<p>Your total response for all questions (excluding the Case Studies) must be limited to a maximum of eight sides of A4 (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please include in the File “<b>Technical Capability</b>” and name the section heading “<b>Security</b>”</p>
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<b>Scoring Guidance</b>	<b>Major Concerns 0</b>	<b>Minor Concerns 1</b>	<b>Limited Confidence 2</b>	<b>Confidence 3</b>	<b>Good Confidence 4</b>	<b>Very Good Confidence 5</b>	<b>Excellent Confidence 6</b>
	Evidence provided gives rise to significant concern that the proposed approach has significant weaknesses that would result in a high level of risk to successful delivery of the	Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.	<p>Limited evidence of how they will deliver physical and personal security requirements.</p> <p>Includes a proposal on how they will store and protect data.</p> <p>Limited assurance that they understand the requirements for the census physical space and how they will manage this.</p> <p>Demonstrates their process for ensuring staff are vetted.</p>	Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.	<p>Demonstrates how they will deliver physical and personal security requirements in order to comply with Government and Customer policies and standards. Includes a proposal on how they will store and protect data, deal with breaches in security and their approach to mitigating risks associated with security and confidentiality.</p> <p>Their response provides assurance that they understand the requirements for the census physical space and how they will monitor and manage this.</p> <p>Demonstrates their process for ensuring staff are</p>	Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.	<p>Demonstrates clearly how they will deliver physical and personal security requirements in order to comply with Government and Customer policies and standards. Includes a robust proposal on how they will store and protect data, deal with breaches in security and their approach to mitigating risks associated with security and confidentiality.</p> <p>Their response provides assurance that they understand the requirements for the census physical space and how they will manage this, including verification of access controls, monitoring, de-activating access control and</p>

	services.				vetted to the appropriate level.		decommissioning.  Demonstrates their process for ensuring staff are vetted to the appropriate level and how any issues are dealt with.
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**FRAMEWORK AGREEMENT CLASSIFICATION: RESOURCE MANAGEMENT - Specialist Services (5%)**

<b>Background</b>	The Customer recognises the importance of providing specialist services to support the Respondents during the Operational Phases of the Census.
<b>Aim</b>	To contract with a Supplier who can demonstrate a thorough understanding and approach to providing language and Interpretation support and Telephone Capture.

<b>Award Criteria</b>	<p>Describe how you will support Respondents who require language and Interpretation support and Telephone Data Capture.</p> <p>Your answer must include:</p> <ol style="list-style-type: none"> <li>1. How you will provide bi-lingual advisors to support Welsh;</li> <li>2. How you propose to support other languages;</li> <li>3. How you will provide accessibility support;</li> <li>4. What process you will have in place to support Telephone Capture;</li> <li>5. How you will ensure the Telephone Capture advisors follow a script and do not lead Respondents.</li> </ol>
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<b>Submission Requirements</b>	<p>Your total response for all questions (excluding the Case Studies) must be limited to a maximum of eight sides of A4 (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please include in the File “<b>Resource Management</b>” and name the section heading “<b>Specialist Services</b>”</p>
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<b>Scoring Guidance</b>	<b>Major Concerns 0</b>	<b>Minor Concerns 1</b>	<b>Limited Confidence 2</b>	<b>Confidence 3</b>	<b>Good Confidence 4</b>	<b>Very Good Confidence 5</b>	<b>Excellent Confidence 6</b>
	Evidence provided gives rise to significant concern that the proposed approach has significant weaknesses that would result in a high level of risk to successful delivery of the services.	Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.	<p>Welsh support provided through an interpretation service.</p> <p>Limited evidence that interpretation services have been provided previously.</p> <p>Limited accessibility support available.</p> <p>Limited understanding of the Telephone Capture process shown.</p>	Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.	<p>Good confidence that language support can be provided. Demonstrates their ability to provide Welsh bi-lingual advisors but during limited hours or for limited channels.</p> <p>Good confidence that accesibility support is provided but during limited hours of for limited channels.</p> <p>Good understanding of the Telephone Capture process and how it will be managed.</p>	Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.	<p>Demonstrates their ability to provide Welsh bi-lingual advisors during operational hours and across all channels and are able to support other languages in real-time within the UK.</p> <p>Shows excellent accessibility support in real time.</p> <p>Their understanding of the Telephone Capture process includes how it will be managed both in real-time and through an appointment system, and how they will ensure their advisors will follow a script and not lead those answering the questions.</p>



**FRAMEWORK AGREEMENT CLASSIFICATION: SERVICE LEVELS / KPIs - Quality (5%)**

<b>Background</b>	The Census is a time-critical programme requiring high levels of Quality.						
<b>Aim</b>	To contract with a Supplier who can demonstrate strong Quality management to support the Contact Centre Service.						
<b>Award Criteria</b>	<p>Describe how you will ensure the Contact Centre Service meets performance measures.</p> <p>Your answer must include:</p> <ol style="list-style-type: none"> <li>1. What quality management processes and procedures you would propose for this account;</li> <li>2. How you use trends in contacts to drive continuous improvement;</li> <li>3. How you will develop and implement a Quality Assessment Scorecard;</li> <li>4. How you will develop and implement a customer satisfaction scorecard (CSAT).</li> </ol>						
<b>Submission Requirements</b>	<p>Your total response for all questions (excluding the Case Studies) must be limited to a maximum of eight sides of A4 (using minimum 11 point Arial font), including any images, graphics or photographs, and be submitted in a PDF-format.</p> <p>Please name the File “<b>Service Levels / KPIs</b>” and section heading “<b>Quality</b>”</p>						
<b>Scoring Guidance</b>	<b>Major Concerns</b> 0	<b>Minor Concerns</b> 1	<b>Limited Confidence</b> 2	<b>Confidence</b> 3	<b>Good Confidence</b> 4	<b>Very Good Confidence</b> 5	<b>Excellent Confidence</b> 6
	Evidence provided gives rise to significant concern that the proposed approach has significant weaknesses that would result in a high level of risk to successful delivery of the services.	Evidence provided exceeds the requirements for Major Concerns but fails to achieve that for Limited Confidence.	Limited confidence in their ability to deliver a quality service.  Limited information on how they will develop and implement a Quality Assessment Scorecard and CSAT.	Evidence provided exceeds the requirements for Limited Confidence but fails to achieve that for Good Confidence.	Demonstrates their ability to deliver a quality service, including quality deliverables and suitable and appropriate processes and procedures which are regularly reviewed and improved as and where necessary.  Describes how they will develop and implement a Quality Assessment Scorecard and CSAT.	Evidence provided exceeds the requirements for Good Confidence but fails to achieve that for Excellent Confidence.	Demonstrates their ability to deliver a quality service, including excellent deliverable quality and processes and procedures which are regularly reviewed and improved as and where necessary which have a direct and auditable improvement on service quality.  Clearly describes how they will develop and implement an excellent Quality Assessment Scorecard and CSAT.

# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix A / Part 1 - Mandatory Undertaking**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

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## Introduction

The Mandatory Undertaking at the Annex must be:

- Read;
- Printed on headed paper of the Tenderer;
- Signed; and
- Return the hard copy to the Customer, to be received before the Tender Return Deadline.

The wording of the Mandatory Undertaking shall not be changed in any way.

The signed Mandatory Undertaking shall be sent in a plain sealed envelope which does not identify the Tenderer to the address shown below. If the signed hard-copy of the Mandatory Undertaking is not received before the relevant Tender Return Deadline then the electronic Tender may not be considered.

The envelope enclosing the signed hard-copy of the Mandatory Undertaking should be marked on the front cover as follows:

**Confidential Documentation – Do Not Open**

Contact Centre Services

For the attention of Anthony Evans – 4200E

Office for National Statistics

Segensworth Road

Titchfield

Fareham

Hampshire

PO15 5RR

## **Annex A – Mandatory Undertaking**

To the Customer

### **1.1. Not used**

### **1.2. Disclaimers**

I/We confirm that I/we have read and accept the Disclaimers set out in Section 2 of the ITT.

### **1.3. Accuracy of response**

I/We certify that the information supplied is accurate to the best of my/our knowledge. I/We understand and accept that false information could result in exclusion from the Procurement.

I/We certify that I/we have made no alterations to the questions asked. I/We understand that if it is found that alterations, whether by addition, omission or substitution and whether made purposefully or not, have been made to the questions that I/we may be excluded from further consideration for any Agreement to which the Procurement relates.

I/We undertake to notify the Customer as soon as practicable of any changes to any of the information provided that may arise during the Procurement.

### **1.4. Gifts and inducements**

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a Public Body. I/We also understand that any such action will empower the Customer to cancel any Agreement currently in force and will result in exclusion from the Procurement.

I/We confirm that I/we have made careful enquiry of our respective organisations and am/are satisfied that no criminal offence and no offer of a gift, consideration, inducement and/or reward to any servant of the Customer, or anyone acting on the Customer's behalf, has been made in connection with this or any other Customer Procurement.

### **1.5. Canvassing and solicitation**

I/We confirm that I/we have not canvassed or solicited any officer or employee of the Customer or anyone acting on behalf of the Customer in connection with this Procurement and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future canvass or solicit any officer or employee of the Customer, or anyone acting on behalf of the Customer, in connection with this Procurement and that no person employed by me/us or acting on my/our behalf will do any such act.

### **1.6. Bribery**

I/We undertake that I/we will not offer or agree to pay or give any sum of money or inducement of valuable consideration, either directly or indirectly, to any person. I/We further confirm that neither have I/we done so, nor caused to have done so, in relation to any other response to the Procurement, any such act or omission.

### **1.7. Collusion**

I/We undertake that I/we will not enter into any agreement or arrangement with any other person that he/she shall refrain from participating in the Procurement.

I/We also undertake that I/we will not at any time discuss with any other person any aspect of our response, and as evidenced below have procured this same undertaking from all relevant companies, where appropriate.

### **1.8. Eligibility to engage in a public contract**

I/We confirm that none of the grounds set out in Regulation 57 of the 2015 Regulations apply, other than those declared in response to Section 2 of the Selection Questionnaire.

### **1.9. Conflicts of Interest**

Having made comprehensive enquiries of our organisation we are not aware of any actual or potential conflict of interest, whether professional, commercial or other nor, to the best of our knowledge, is there likely to be a conflict of interest should the Tenderer be invited to enter into an Agreement with the Customer in relation to the Procurement.

A conflict of interest includes any situation where any staff have, directly or indirectly, a financial, economic or other personal interest which may compromise, or have the appearance of, or potential for, compromising professional judgement and integrity. Conflicts of interest may occur because of your interests or equally because of the interests of a partner, family member or friend.

### **1.10. No Marketing Rights**

I/We have not and will not do any of the following and we will ensure that our sub-contractors, agents, advisors and/or representatives do not do any of the following:

- make a public statement or communicate in any form with the media in connection with the Procurement without first obtaining the prior written consent of the Customer;
- use any trademarks, logos or other intellectual property rights associated with the Customer;
- represent that the Tenderer is directly or indirectly associated in any way with the Customer;
- engage in any form of ambush marketing or marketing which creates or implies or refers to an association between the Tenderer and/or the Customer; and/or
- do anything or refrain from doing anything which would have an adverse effect on or embarrass the Customer;

unless such action is expressly approved in writing by the Customer prior to such action taking place.

### **1.11. Confidentiality**

If successful in this Procurement, I/we undertake to execute and be bound by the terms of the Census Confidentiality Undertaking contained within Schedule 10 of this Procurement Pack.

I/We acknowledge that the Customer may, at its discretion, publish the content of the Selection Stage and any other documents issued by the Customer as part of the Procurement, including the full terms of any Agreement entered into as a result of the Procurement, to the general public.

### **1.12. Warranty**

I/We accept and agree that the Customer will only consider our Submission on the basis of this Mandatory Undertaking and I/we acknowledge that the Customer will rely on this Mandatory Undertaking. I/We the undersigned confirm that the Mandatory Undertaking is true and accurate and reflects our honestly held beliefs at the date of signature. If circumstances change, such that the undertakings set out in this Mandatory Undertaking can no longer be honoured by any of us, we will immediately notify the Customer.

### **1.13. Supplier Separation Protocol**

Where the Tenderer (or any relevant company and/or any proposed sub-contractor) is an existing supplier to the Customer:

- I/we recognise that the Customer is required to take appropriate measures to ensure that a competition is not distorted due to the prior involvement of any prospective Tenderer (and their relevant companies or sub-contractors) in the Programme;
- I/we therefore certify to the Customer that:

- a) I/we have undertaken an assessment early on in the Tender period of our organisation, our relevant companies and/or proposed sub-contractors, and established whether any of these organisations are existing suppliers to the Customer; and
- b) I/we have implemented appropriate systems and structures in order to ensure that members of any incumbent services team have been kept separate from members of our bid team (including any third party engaged in advising on and/or preparation of the Tender), from the commencement of the Procurement; and that
- c) I/we will continue to implement these appropriate systems and structures until the earlier date of either: 1) the Procurement is suspended by the Customer; or 2) the Customer announces its intention to award the Agreement arising from the Procurement.

- I/We confirm that these appropriate systems and structures include reasonable arrangements for separating the board members (and other appropriate senior officers) responsible for each of the services team and bid team (the teams) from each other, physically separating the services team and the bid team, and implementing information barriers (which shall prevent both electronic and paper communication and documentation) in relation to the Procurement, in order to eliminate the risk of the sharing of information between each of the teams.

**OR**

Where the Tenderer and/or any relevant company and/or any proposed sub-contractor is **NOT** an existing supplier to the Customer:

- I/We recognise that the Customer is required to take appropriate measures to ensure that a competition is not distorted due to the prior involvement of any prospective Tenderer (and their relevant companies or sub-contractors) in the Programme;
- I/We therefore certify to the Customer that:
  - a) I/we have undertaken an assessment early on in the Tender period of our organisation, our relevant companies and/or proposed sub-contractors, and established whether any of these organisations are existing suppliers to the Customer; and
  - b) I/we have satisfied myself/ourselves that no existing commercial relationships exist and there is no present need for us to implement appropriate systems and structures in order to ensure that members of any incumbent services team have needed to be kept separate from members of our bid team (including any third party engaged in advising on and/or preparation of the Tender); and that
  - c) I/ we will continue to monitor this assessment during the Procurement, and should the circumstances arise I/we will take immediate actions to implement the appropriate systems and structures in order to ensure that members of any future services team have been kept separate from members of our bid team.
- I/We confirm that these appropriate systems and structures include reasonable arrangements for separating the board members (and other appropriate senior officers) responsible for each of the services team and bid team (the teams) from each other, physically separating the services team and the bid team, and implementing information barriers (which shall prevent both electronic and paper communication and documentation) in relation to the Procurement, in order to eliminate the risk of the sharing of information between each of the teams.

Signature:

Name:

Title:

For and on behalf of (Tenderer):

Date:



# Office for National Statistics

(the Customer)

Census Transformation Programme

Public Contact Centre Services

Appendix A / Part 2

Procurement Challenge Protocol

Version: 1.0

Date: 21 February 2018

Document Number: PU-17-0386



Official

Private & Confidential

**DATED** **2018**

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**OFFICE FOR NATIONAL STATISTICS** (1)

and

**[SUPPLIER]** (2)

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**DEED OF AGREEMENT RELATING TO  
PROCUREMENT CHALLENGES TO THE  
CENSUS TRANSFORMATION  
PROGRAMME**

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**[This is a Deed to be entered into by all successful Suppliers to the Census Transformation Programme. It is designed to set out the steps to be taken by the parties in circumstances where a procurement law challenge is raised in relation to the awarded Agreement. It will operate alongside the relevant Agreement]**

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**THIS DEED** is made this                      day of                      2018

**BETWEEN:**

- 1        **OFFICE FOR NATIONAL STATISTICS**, whose principal office is at Government Buildings, Cardiff Road, Newport, South Wales NP10 8XG ("**Customer**");
- 2        [**Supplier**], a company incorporated in England and Wales with registered number [insert number] whose registered office is at [insert address] ("**Supplier**")

**WHEREAS:**

- (A)     On [date] THE CUSTOMER and the Supplier entered into a contract for the supply of [insert description of the relevant services to be provided by the Supplier] (the '**Agreement**').
- (B)     The award of the Agreement by the Customer followed [a tender exercise pursuant to an OJEU advertisement dated [date] under OJEU reference [number]] / [a call-off procedure under the [insert name and reference of the relevant CCS Framework (the '**Framework**')].
- (C)     Notwithstanding that the Customer believes that it has complied with its obligations under the Regulations [and/or the Framework terms] there remains a risk that a third party may seek to allege a breach of the obligations [and/or the terms of the Framework].
- (D)     Such risk includes, among other things, the risk that a third party may seek, in relation to the Agreement, a Declaration of Ineffectiveness and/or an award of damages (and various orders consequential thereon) from the Court.
- (E)     The parties have therefore agreed to enter into this Deed for the purposes of setting out their respective rights and obligations in the event of third party seeking and/or obtaining a Declaration of Ineffectiveness and/or an award of damages and/or or any orders in relation to the Agreement.

**NOW THIS DEED WITNESSES** as follows:

1        **Definitions and Interpretation**

- 1.1     In this Deed, the following words and expressions shall have the following meanings:

Official

- (a) **Challenge** means any legal challenge brought against the Customer pursuant to the Regulations in relation to the terms of the Agreement (including any terms contained in any document attached to, or referred to in, the Agreement) and/or the award of the Agreement;
- (b) **Agreement** means the agreement dated [date] and made between (1) the Customer and (2) Supplier for the supply of [insert services description];
- (c) **Court** means a court in England or Wales with jurisdiction to hear and adjudicate on a Challenge;
- (d) **Declaration of Ineffectiveness** means a declaration by the Court that the Agreement is ineffective, pursuant to Regulation 98 of the Regulations;
- (e) **Losses** means all and any actions, proceedings, costs, claims, damages, demands, expenses, liabilities and losses suffered or incurred by the Customer;
- (f) **Regulations** means the Public Contracts Regulations 2015 (as amended);
- (g) **Services** means the services to be provided by the Supplier pursuant to the Agreement;
- (h) **TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- (i) **Working Day** means any day except Saturday, Sunday or a Bank Holiday in England.

1.2 In this Deed:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing the masculine gender include the feminine and neuter genders;
- (c) a reference to a clause is a reference to a clause of this Deed, unless specified otherwise;
- (d) a reference to any statute, statutory instrument or other legislation or measure intended to have the force of law (whether national or supra-national) shall be deemed to include that statute, statutory instrument, legislation or other

measure as amended, supplemented or replaced from time to time;

- (e) the headings used in this Deed are for ease of reference only, and shall not affect its construction or interpretation;
- (f) the words “including”, “in particular” and cognate expressions shall not operate to limit the generality of the words to which they refer where a wider construction is possible.

## **2 Challenge in relation to the Agreement**

2.1 If a Challenge is brought (or is threatened to be brought) against the Customer pursuant to the Regulations in relation to:

- (a) the Agreement;
- (b) any variation to, extension to, or novation of, the Agreement; or
- (c) any terms contained in any document attached to or referred to in the Agreement or the relevant variation to it, extension of it, or novation of it, as the case may be,

within a period starting on the date of (as the case may be) the Agreement, the relevant variation to it, the relevant extension to it, or the relevant novation of it, and ending on and including the date six (6) months after the date of the same (the '**Date**'), the provisions of this clause 2 shall apply.

2.2 the Customer shall:

- (a) immediately notify Supplier of service of any claim form in respect of the Challenge or (as the case may be) knowledge of the threat; and
- (b) as soon as possible but in any event within three (3) Working Days of the service of any claim form in respect of the Challenge, issue instructions to a legal advisor of the Customer's choice for advice on the merits of defending the Challenge or not (and the costs of such advice shall be borne in equal shares between the Customer and Supplier); and
- (c) within seven (7) Working Days of receipt of legal advice obtained under clause 2.2(b), decide whether to defend the Challenge,

and shall take account of the reasonable representations of Supplier as to how to

proceed in relation to the Challenge PROVIDED that any decision as to whether or not to defend the Challenge shall be that of the Customer in its sole discretion.

2.3 If neither the Customer nor Supplier wish to defend the Challenge:

- (a) the Customer may terminate the Agreement (or, if the Challenge relates to a variation to it or novation of it, may at its discretion terminate either the Agreement in its entirety or the relevant variation to it or novation of it alone) with immediate effect by serving written notice to do so;
- (b) If the Challenge relates to an extension or other change to the Agreement, the Customer may terminate the relevant extension or other change (as the case may be) with immediate effect by serving written notice to do so;
- (c) the same shall automatically cease and determine with immediate effect upon the service by the Customer of the notice referred to in clause 2.3(a) or 2.3(b), as applicable;
- (d) the rights, remedies and obligations provided for by:
  - (i) the Agreement as between the Customer and Supplier in relation to the consequences of termination of the Agreement (or, as the case may be, the relevant variation to it or novation of it), or
  - (ii) the Agreement as between the Customer and Supplier in relation to the consequences of termination of the relevant extension or other change to the Agreement,

shall apply in addition to the provisions of this Deed, except to the extent that they are inconsistent with the provisions of this Deed (in which event the provisions of this Deed shall prevail in respect of any such inconsistency);

- (e) Supplier shall reimburse to the Customer any sums paid by the Customer to Supplier pursuant to the Agreement (if clause 2.3(a) applies) or (if clause 2.3(b) applies) pursuant the Agreement and which relate to services or works which have not yet been performed by Supplier;
- (f) any money paid by the Customer to Supplier by way of charges for work fully performed under the Agreement fully rendered by Supplier prior to the date on which the Agreement becomes ineffective may be retained by Supplier; and

- (g) If clause 2.3(a) applies, Supplier shall immediately transfer or surrender to the Customer (at nil value) all and any right, title and interest in any assets made available to Supplier by the Customer for the purposes of, or in connection with, the provision of the Services by Supplier, and title to the same shall pass to the Customer upon delivery; and

2.4 If either:

- (a) the Customer wishes to defend the Challenge, and does so; or
- (b) Supplier wishes the Customer to defend the Challenge, and the Customer agrees to do so,

Supplier shall co-operate with the Customer to such extent as the Customer may require in relation to such defence.

2.5 If either of the circumstances set out in clauses 2.4(a) and 2.4(b) apply but (despite the Customer defending the Challenge) the Court makes a ruling that the Customer is in breach of its obligations under the Regulations in relation to the Agreement or the relevant variation, extension or novation (as the case may be) and as a consequence:

- (i) an award of damages is made against the Customer in favour of a third party claimant; or
- (ii) a Declaration of Ineffectiveness is made in relation to the Agreement or the relevant variation, extension or novation (as the case may be); or
- (iii) any other remedy is granted to a third party claimant,

then, and in any such case, the provisions of clause 2.6 shall apply.

2.6 Where the provisions of this clause 2.6 apply:

- (a) if both parties wish to defend the Challenge, all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the Customer further to the making of a Declaration of Ineffectiveness, any award of damages against the Customer in favour of a third party, and any legal and other professional fees expended in such connection) shall be borne by the parties in equal shares;

- (b) if the Customer alone determines to defend the Challenge, the Customer shall bear all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the Customer further to the making of a Declaration of Ineffectiveness, any award of damages against the Customer in favour of a third party, and any legal and other professional fees expended in such connection); and
- (c) if the party at whose wish the Customer has sought to defend the Challenge is Supplier, Supplier shall fully and effectually indemnify and keep indemnified the Customer from and against all and any Losses arising by reason of the unsuccessful defence of such Challenge and the subsequent ruling of the Court (including any financial penalty imposed on the Customer further to the making of a Declaration of Ineffectiveness, any award of damages against the Customer in favour of a third party, and any legal and other professional fees expended in such connection).

2.7 Whether or not the Customer decides to defend any Challenge, and whether or not any defence of the Challenge is successful, it is agreed that the Customer shall, to the extent permitted by law, have no liability whatsoever (whether in contract, tort, for breach of statutory duty or otherwise) to Supplier for loss of profits, loss of business, loss of opportunities, or any other indirect or consequential loss, whether:

- (a) in the event of any Declaration of Ineffectiveness being made in respect of the Agreement or (as the case may be) any variation to it, extension to it or novation of it, or
- (b) otherwise in relation to any Challenge, or any other matter contemplated by this Deed.

2.8 Where the Agreement is subject to a Declaration of Ineffectiveness:

- (a) the Customer and the Supplier shall implement the Exit Plan (Agreement specification section C2400) so as to seek to achieve an orderly and efficient transition of the Services to the Customer or another third party supplier and minimal disruption to the 2012 Census Programme; and
- (b) the Customer shall pay Supplier's reasonable costs of assisting with and complying with the Exit Plan provided that the Customer shall not be liable for any loss of profit, revenue, goodwill or loss of opportunity as a result of the



early termination of the Agreement.

2.9 Where, pursuant to clause:

- (a) 2.3(f), Supplier is liable to the Customer for the repayment of sums paid further to the Agreement; or
- (b) 2.6, Supplier is liable to the Customer for any Losses,

and where the Court does not make any order as to the time within which the sums in question are to be paid, the same shall be paid to the Customer within twenty-eight (28) days of the date of the relevant ruling of the Court (or, if there is no such ruling, within twenty-eight (28) days of the date of demand by the Customer).

2.10 Late payment by Supplier of any amount due to the Customer pursuant to this Deed shall attract interest at a rate of 2% above the base rate from time to time of Barclays Bank PLC.

### **3 Agreements and declarations**

3.1 This Deed is designed to work in conjunction with the Agreement but shall be read and construed separately from the Agreement.

3.2 For the avoidance of doubt, this Deed shall not apply to any legal challenge brought or threatened against the Customer pursuant to the Regulations in relation to the terms of:

- (a) the Agreement (including any terms contained in any document attached to or referred to in the Agreement), or
- (b) any variation to, or novation of, the Agreement (including any terms contained in any document attached to or referred to in the Agreement or the relevant variation to it or novation of it, as the case may be),

after the Date referred to in clause 2.1.

3.3 For the avoidance of doubt this Deed shall continue in full force and effect notwithstanding the making of a Declaration of Ineffectiveness by the Court in relation to the Agreement or (as the case may be) any variation to it or novation of it.

3.4 This Deed shall be governed by English Law and the Courts of England shall have exclusive jurisdiction in relation to any dispute arising out of, or in connection with,

this Deed.

#### **4 Confidentiality**

4.1 Except to the extent set out in this clause 4, each Party shall:

- (a) treat this Deed, its existence and its subject-matter as confidential; and
- (b) not disclose the same to any other person.

4.2 Clause 4.1 shall not apply:

- (a) to the extent that such disclosure is a requirement of law placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004; or
- (b) so as to prevent the Customer from bringing this Deed to the attention of the Court for the purposes of dealing with any Challenge (whether the challenge in question is defended or not).

4.3 Nothing in this clause 4 shall operate to prevent the Customer from disclosing this Deed:

- (a) for any purpose connected with the examination and certification of the Customer's accounts; or
- (b) for any examination pursuant to the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

#### **5 Notices**

5.1 Except as otherwise expressly provided in this Deed, no notice or other communication from one party to the other shall have any validity under this Deed unless made in writing by or on behalf of the party sending the same.

5.2 Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand or first class pre-paid post), by facsimile transmission or electronic mail. Any such notice shall be addressed to the other in accordance with clause 5.3. As long as the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or (in the case of electronic mail or facsimile transmission) four (4) hours after transmission (or sooner where the other party acknowledges receipt of the notice in question).

5.3 For the purposes of Clause 5.2, the address of each party shall be as follows:

(a) For the Customer:

Address: Government Buildings, Cardiff Road, Newport,  
South Wales NP10 8XG

For the attention of:

Telephone:

Fax:

Email:

(b) For Supplier:

Address:

For the attention of:

Telephone:

Fax:

Email:

5.4 Either party may change its address for service by serving a notice in accordance with this clause 5.

5.5 In proving service of any notice it shall be sufficient for a party to show that the notice in question was properly delivered to the address or transmitted to the facsimile number of the other party as provided by this clause 5 or that (if sent by post) the notice was properly addressed and posted.

**IN WITNESS** whereof this Deed has been executed by or on behalf of the parties and delivered the day and year first before written.

[Insert execution block for the Customer]

**EXECUTED** as a **DEED** for and on behalf of

**[Supplier's Name]** by:

Official

Director

Director/Company Secretary

# Census Transformation Programme

## Public Contact Centre Services

### Call Off Terms

The following Call Off Order Form and Call Off Terms are those which apply to Lot 2 (Contact Centre Services) of the CCS Framework Agreement (RM3815).

Tenderers should note that there are some differences between the attached Call Off Terms and those attached to the Framework Agreement. The Customer has taken legal advice on the extent of the changes and does not believe that any of the changes are substantial. Indeed, many of the changes are operational in nature and provide greater clarity for Tenderers given the unique nature of the Census Contact Centre Services required as part of this Tender.

Specifically, Tenderers will note that:

- some defined terms have been altered: for example '*Call Off Contract*' has become '*Agreement*' and '*Supplier Equipment*' has become '*Supplier Property*';
- some of the provisions which would usually appear in a Schedule to the Call Off Terms now appear in sections of the Specification Document which is incorporated at Schedule 2. Examples of this approach include: Schedule 5: Testing; Schedule 7: Security; Schedule 8: Business Continuity and Disaster Recovery; and Schedule 9: Exit Management. In each case the Customer has clearly signposted and cross referenced where the relevant provisions can be found in the Specification Document.

The rationale for the above approach is that this Tender is part of the Customer's wider "Census Transformation Programme" ('**Programme**') which includes the end-to-end delivery of the 2021 Census.

The Programme will involve a number of different suppliers working together in a collaborative way and the Customer has sought to adopt a consistent approach to contract management and governance across the Programme (e.g. a common approach to contract changes/variations). The Customer has adopted a common structure to the Specification Document for each of the Services which make up the Programme.

The Customer has sought to strike the right balance between securing a consistent approach across the Programme against the requirements to ensure that no material changes have been made to the underlying Call Off Terms as set down in the Framework. Should a Tenderer have any concerns about the approach adopted, it should raise those concerns via the Clarification process described in the Invitation to Tender.

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**Call Off Order Form and Call Off Terms for Services**

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## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of contact centre services dated 1 June 2017.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Agreement.

For the avoidance of doubt this Agreement consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	[ ]
From	<b>Office for National Statistics</b> ("CUSTOMER")  <b>Stuart Avery</b> ("CUSTOMER REPRESENTATIVE")
To	[ ] ("SUPPLIER")  [insert name] ("SUPPLIER REPRESENTATIVE")

### SECTION B

#### 1. CONTRACT PERIOD

1.1.	<b>Commencement Date:</b> As set out in Section B500 (Delivery of the Services) of Schedule 2 (Specification Document)
1.2.	<b>Expiry Date:</b>  End date of Initial Period: As set out in Section B500 (Delivery of the Services) of Schedule 2 (Specification Document)  End date of Extension Period: N/A  Minimum written notice to Supplier in respect of extension: N/A

#### 2. SERVICES

2.1.	<b>Services required:</b>  The Supplier shall provide the Services in accordance with Schedule 2 (Specification Document).
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### 3. IMPLEMENTATION PLAN

<b>3.1. Implementation Plan:</b>	As set out in Schedule 4 (Implementation Plan).
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### 4. CONTRACT PERFORMANCE

<b>4.1. Standards:</b>	The Supplier will also comply with the Customer policies and requirements as detailed in Schedule 2 (Specification Document).
<b>4.2 Service Levels/Service Credits:</b>	<p>In Annex 1 of Part A of Schedule 6 (Service Levels, Service Credits and Performance Monitoring).</p> <p><b>Service Credit Cap</b> (Schedule 1 (Definitions)): For the purposes of the definition of Service Credit Cap in Schedule 1 (Definitions), the applicable percentage of the Charges shall be 10%</p> <p><b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Call Off Terms): Not applied</p>
<b>4.3 Critical Service Level Failure:</b>	<p><i>A Critical Service Level Failure will only apply during the 2019 Rehearsal Fully Operational Phase and the 2021 Census Fully Operational Phase.</i></p> <p><i>In relation to the 2019 Rehearsal Fully Operational Phase and the 2021 Census Fully Operational Phase, a Critical Service Level Failure shall occur if there is a loss of or inability to use any Contact Centre system or systems affecting &gt;9% of Advisors, for 10 minutes or more in any 24 hour period Mon – Fri (excluding bank holidays) accumulated in any one (1) week period.</i></p>
<b>4.4 Performance Monitoring:</b>	In Part B of Schedule 6 (Service Levels, Service Credits and Performance Monitoring).
<b>4.5 Period for providing Rectification Plan:</b>	The period of ten (10) Working Days in Clause 38.2.1(a) shall be amended to two (2) Working Days.

### 5. PERSONNEL

<b>5.1 Key Personnel:</b>	[Supplier to provide details of the <i>Key Personnel (and their Key Roles)</i> ]
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<b>5.2</b>	<p><b>Relevant Convictions</b> (Clause 27.2 of the Call Off Terms):</p> <p>The Relevant Convictions that apply to this Agreement include any conviction at any time for violent conduct, fraud or unlawful financial dealings. The Customer reserves the right to review all convictions for any Supplier staff assigned or proposed to be assigned to the Customer's account.</p>
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## 6. PAYMENT

<b>6.1</b>	<p><b>Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Schedule 3 (Charges, Payment and Invoicing).</p> <p>The Charges will be subject to increase by way of Indexation.</p>
<b>6.2</b>	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Schedule 3 (Charges, Payment and Invoicing).</p>
<b>6.3</b>	<p><b>Reimbursable Expenses:</b></p> <p>Not permitted.</p>
<b>6.4</b>	<p><b>Customer billing address</b> (paragraph 7.6 of Schedule 3 (Charges, Payment and Invoicing)):</p> <p>Office for National Statistics Government Buildings Cardiff Road Newport NP10 8XG</p>
<b>6.5</b>	<p><b>Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Charges, Payment and Invoicing)):</p> <p>Two (2) Contract Years from the Commencement Date.</p>
<b>6.6</b>	<p><b>Supplier periodic assessment of Charges</b> (paragraph 9.2 of Schedule 3 (Charges, Payment and Invoicing)) will be carried out on:</p> <p>1 September of each Contract Year during the Contract Period.</p>
<b>6.7</b>	<p><b>Supplier request for increase in the Charges</b> (paragraph 10 of Schedule 3 (Charges, Payment and Invoicing)):</p> <p>Permitted.</p>

## 7. LIABILITY AND INSURANCE

<b>7.1</b>	<p><b>Estimated Year 1 Charges:</b></p> <p>The sum of £4,100,000.</p>
<b>7.2</b>	<p><b>Supplier's limitation of Liability</b> (Clause 36.2.1 of the Call Off Terms):</p> <p>In Clause 36.2.1 of the Call Off Terms.</p>
<b>7.3</b>	<p><b>Insurance</b> (Clause 37.3 of the Call Off Terms):</p> <p>The Supplier shall maintain the following policies of insurance:</p>

	<b>Insurance</b>	<b>Value</b>
	Employer's (Compulsory) Liability Insurance	£5,000,000
	Public Liability Insurance	£10,000,000
	Professional Indemnity Insurance	£10,000,000

## 8. TERMINATION AND EXIT

<b>8.1</b>	<b>Termination on material Default</b> (Clause 41.2.1(c) of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms.
<b>8.2</b>	<b>Termination without cause notice period</b> (Clause 41.7.1 of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms.
<b>8.3</b>	<b>Undisputed Sums Limit:</b> In Clause 42.1.1 of the Call Off Terms.
<b>8.4</b>	<b>Exit Management:</b> The provisions of Schedule 9 do not apply and have been replaced with Section C2400 (Exit Plan) of Schedule 2 (Specification Document).

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b> Not Applicable.
<b>9.2</b>	<b>Commercially Sensitive Information:</b> [to be completed by Supplier] <i>[Guidance Note: see Clause 34.4.8 (Transparency and Freedom of Information) and the definition of Commercially Sensitive Information in Schedule 1 (Definitions). Specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential. Notwithstanding the designation of any such information as Commercially Sensitive Information, if the information would not be exempt under FOIA or the EIRs the Customer may publish it under Clause 34.4.8 (Transparency and Freedom of Information).]</i>

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms): Recitals B to E Recital C - date of issue of the Specification Document: <b>21 February 2018</b> Recital D - date of receipt of Call Off Tender: <b>18 April 2018</b>
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<b>10.2</b>	<p><b>Call Off Guarantee</b> (Clause 4 of the Call Off Terms):</p> <p>[This Agreement is subject to a Call Off Guarantee from <i>[insert name of Call Off Guarantor]</i> which [[has been procured by the Supplier and delivered to the Customer on <i>[insert date]</i>] [or] [[the Supplier must procure and deliver to the Customer by <i>[insert date]</i>]]]</p>
<b>10.3</b>	<p><b>Security:</b></p> <p>The provisions of Schedule 7 do not apply and have been replaced with Section C900 (Security and Information Assurance) of Schedule 2 (Specification Document).</p>
<b>10.4</b>	<p><b>ICT Policy:</b></p> <p>To be provided by the Customer before the Commencement Date and as detailed more generally in Schedule 2 (Specification Document).</p>
<b>10.5</b>	<p><b>Testing:</b></p> <p>The provisions of Schedule 5 do not apply and have been replaced with Appendices 11 (Mobilisation and Planning Period Deliverables Schedule), 12 (Service Development Period Deliverables Schedule), 13 (Service Operations Period Deliverables Schedule) and 14 (Service Review and Closure (Exit) Period Deliverables Schedule) to Schedule 2 (Specification Document).</p>
<b>10.6</b>	<p><b>Business Continuity &amp; Disaster Recovery:</b></p> <p>The provisions of Schedule 8 do not apply and have been replaced with Section C1900 (Business Continuity and Disaster Recovery (BCDR)) of Schedule 2 (Specification Document).</p> <p><b>Disaster Period:</b></p> <p>For the purpose of the definition of “Disaster” in Schedule 1 (Definitions) the “Disaster Period” shall be any time during the Fully Operational Phases for 2019 Rehearsal and 2021 Census.</p>
<b>10.7</b>	<p><b>Failure of Supplier Property</b> (Clause 32.8 of the Call Off Terms):</p> <p>For the purpose of that Clause the values shall be as per the Call Off Terms (i.e. the value for X shall be 2 and the value for Y shall be 12).</p>
<b>10.8</b>	<p><b>Protection of Customer Data</b> (Clause 34.2.3 of the Call Off Terms):</p> <p>The Supplier shall provide the Customer Data to the Customer when needed in the same format in which it was originally provided to the Supplier.</p>
<b>10.9</b>	<p><b>Notices</b> (Clause 55.6 of the Call Off Terms):</p> <p>Customer’s postal address and email address:</p> <p>Office for National Statistics Government Buildings Cardiff Road Newport NP10 8XG</p> <p>Email: <a href="mailto:census2021.transformation.programme@ons.gov.uk">census2021.transformation.programme@ons.gov.uk</a></p>

	Supplier's postal address and email address:
<b>10.10</b>	<b>Transparency Reports</b> Details of all reporting requirements are contained in sections C400 and C600 of Schedule 2 (Specification Document).
<b>10.11</b>	<b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Schedule 14):</b> The Additional Clauses contained in Schedule 14 are applicable.
<b>10.12</b>	<b>Call Off Tender:</b> In Schedule 15 (Call Off Tender).

**FORMATION OF AGREEMENT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter an Agreement with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.**

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

**In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Agreement shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.**

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

Name and Title	
Signature	
Date	

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

Name and Title	
Signature	
Date	

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## PART 2 – CALL OFF TERMS

### TERMS AND CONDITIONS

#### RECITALS

- A. NOT USED
- B. Where recitals B to E have been selected in the Call Off Order Form, the Customer has followed the call off procedure set out in paragraph 1.3 of Framework Schedule 5 (Call Off Procedure) and has awarded this Agreement to the Supplier by way of further competition.
- C. The Customer issued its Specification Document for the provision of the Services on the date specified at paragraph 10.1 of the Call Off Order Form.
- D. In response to the Specification Document the Supplier submitted a Call Off Tender to the Customer on the date specified at paragraph 10.1 of the Call Off Order Form through which it provided to the Customer its solution for providing the Services.
- E. On the basis of the Call Off Tender, the Customer selected the Supplier to provide the Services to the Customer in accordance with the terms of this Agreement.

#### A. PRELIMINARIES

##### 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, capitalised expressions shall have the meanings set out in 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 Schedule 1 (Definitions) or relevant Schedule, it shall have the meaning given to it in the Framework Agreement. If no meaning is given to it in the Framework Agreement, 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 Agreement, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of

representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

- 1.3.7 references to “**representations**” shall be construed as references to present facts, to “**warranties**” as references to present and future facts and to “**undertakings**” as references to obligations under this Agreement;
  - 1.3.8 references to “**Clauses**” and “**Schedules**” are, unless otherwise provided, references to the clauses and schedules of this Agreement and references in any Schedule to parts, paragraphs, appendices, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, appendices, annexes and tables of the Schedule in which these references appear; and
  - 1.3.9 the headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.4 Subject to Clauses 1.77 and 1.88 (Definitions and Interpretation), in the event of and only to the extent of any conflict between the Call Off Order Form, this Agreement and the provisions of the Framework Agreement, or between the Clauses and the Schedules and/or any Appendices to the Schedules of this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- 1.4.1 the Framework Agreement, except Framework Schedule 21 (Tender);
  - 1.4.2 the Call Off Order Form;
  - 1.4.3 the Clauses of this Agreement and Schedule 1 (Definitions);
  - 1.4.4 Section A of the Specification Document;
  - 1.4.5 Section C of the Specification Document;
  - 1.4.6 Section B of the Specification Document;
  - 1.4.7 the Appendices to the Specification Document
  - 1.4.8 Schedule 2A (Contract Terms Sheet);
  - 1.4.9 any other Schedules and their Appendices (other than Schedule 15 (Call Off Tender));
  - 1.4.10 Schedule 15 (Call Off Tender); and
  - 1.4.11 Framework Schedule 21 (Tender).
- 1.5 The Schedules and their Appendices form part of this Agreement, save that:
- 1.5.1 the information that is provided in the following Appendices to the Specification Document is provided for information purposes only: 1 (Programme Schedule Level 0 Milestones),, 31 (Census Transformation Programme: Governance Strategy) and 35 (CTP Risks and Issues Log); and
  - 1.5.2 any references to the following Appendices to the Specification Document are to such document, information or policy as may be updated from time to time by the Customer: 32 (Census Transformation Programme Configuration Management Summary), 37 (Equality and Diversity policy), 28 (Sustainable Development Policy), 39 (CTP Quality Assurance Strategy) and 40 (Supplier Integration).
- 1.6 The Customer reserves the right at any time and without cost to the Customer to update, replace, remove or add to the content of any of the Appendices to the Specification

Document listed in Clauses 1.5.1 and 1.5.2 above. Any such changes shall not be subject to the Change Control Procedure.

- 1.7 Any permitted changes by the Customer to the Template Call Off Terms and the Template Call Off Order Form under Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure) prior to them becoming the Call Off Terms and the Call Off Order Form which comprise this Agreement shall prevail over the Framework Agreement.
- 1.8 Where Schedule 15 (Call Off Tender) or Framework Schedule 21 (Tender) contain provisions which are more favourable to the Customer in relation to (the rest of) this Agreement, such provisions of the Call Off Tender or the Tender shall prevail. The Customer shall in its absolute and sole discretion determine whether any provision in the Call Off Tender or Tender is more favourable to it in this context.
- 1.9 If the Supplier finds any ambiguity in, or conflict between, any document forming part of this Agreement, or in any drawings, information or documents issued by the Customer in connection with this Agreement, then the Supplier shall notify the Customer forthwith, who shall issue such instructions as to how such conflict or ambiguity should be addressed as the Customer considers appropriate.

## **2. DUE DILIGENCE**

2.1 The Supplier acknowledges that:

- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Agreement;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information;
- 2.1.3 it has raised all relevant due diligence questions with the Customer before the Commencement Date;
- 2.1.4 it has undertaken all necessary due diligence and has entered into this Agreement in reliance on its own due diligence alone; and
- 2.1.5 it shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any:
  - (a) misinterpretation of the requirements of the Customer in the Call Off Order Form or elsewhere in this Agreement;
  - (b) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information; and/or
  - (c) failure by the Supplier to undertake its own due diligence.

## **3. REPRESENTATIONS AND WARRANTIES**

3.1 Each Party represents and warranties that:

- 3.1.1 it has full capacity and authority to enter into and to perform this Agreement;
- 3.1.2 this Agreement is executed by its duly authorised representative;

- 3.1.3 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it (or, in the case of the Supplier, any of its Affiliates) that might affect its ability to perform its obligations under this Agreement; and
- 3.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable (as the case may be for each Party) bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

3.2 The Supplier represents and warrants that:

- 3.2.1 it is:
  - (a) it is validly incorporated within the EEA; and
  - (b) it is organised and subsists in accordance with the Laws of its place of incorporation within the EEA;
- 3.2.2 it has all necessary consents (including, where its procedures so require, the consent of its Parent Company) and regulatory approvals to enter into this Agreement;
- 3.2.3 its execution, delivery and performance of its obligations under this Agreement does not and will not constitute a breach of any Law or obligation applicable to it and does not and will not cause or result in a Default under any agreement by which it is bound;
- 3.2.4 as at the Commencement Date, all written statements and representations in any written submissions made by the Supplier as part of the procurement process, its Tender, Call Off Tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Agreement;
- 3.2.5 if the Charges payable under this Agreement exceed or are likely to exceed five (5) million pounds, as at the Commencement Date it has notified the Customer in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in connection with any Occasions of Tax Non Compliance;
- 3.2.6 it has and shall continue to have all necessary rights in and to the Third Party IPR, the Supplier Background IPRs and any other materials made available by the Supplier (and/or any Sub-Contractor) to the Customer which are necessary for the performance of the Supplier's obligations under this Agreement including the receipt of the Services by the Customer;
- 3.2.7 it shall take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by, the Customer;
- 3.2.8 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Agreement;

3.2.9 it is not affected by an Insolvency Event and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue; and

3.2.10 for the Contract Period and for a period of twelve (12) months after the termination or expiry of this Agreement, the Supplier shall not employ or offer employment to any staff of the Customer which have been associated with the provision of the Services without Approval or the prior written consent of the Customer which shall not be unreasonably withheld.

3.3 Each of the representations and warranties set out in Clauses 3.1 and 3.2 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in this Agreement.

3.4 If at any time a Party becomes aware that a representation or warranty given by it under Clauses 3.1 and 3.2 has been breached, is untrue or is misleading, it shall immediately notify the other Party of the relevant occurrence in sufficient detail to enable the other Party to make an accurate assessment of the situation.

3.5 For the avoidance of doubt, the fact that any provision within this Agreement is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier which constitutes a material Default.

#### **4. CALL OFF GUARANTEE**

4.1 Where the Customer has stipulated in the Call Off Order Form that this Agreement shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

4.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and

4.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

4.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 4.1 by giving the Supplier notice in writing.

#### **B. DURATION OF AGREEMENT**

#### **5. CONTRACT PERIOD**

5.1 This Agreement shall take effect on the Commencement Date and the term of this Agreement shall be the Contract Period.

5.2 Where the Customer has specified an Extension Period in the Call Off Order Form, the Customer may extend this Agreement for the Extension Period by providing written notice to the Supplier before the end of the Initial Period. The minimum period for the written notice shall be as specified in the Call Off Order Form.

#### **C. AGREEMENT PERFORMANCE**

## **6. IMPLEMENTATION PLAN**

6.1 The Implementation Plan is set out in Schedule 4 (Implementation Plan).

- 6.1.1 The Supplier's Implementation Plan must comply with the requirements as set out in Section B600 (Mobilisation and Planning Period (Period A)) of Schedule 2 (Specification Document), contain information at the level of detail necessary to manage the implementation stage effectively and as the Customer may require. The Implementation Plan shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 6.1.2 The Supplier shall submit the draft Implementation Plan to the Customer for Approval (in accordance with the Document Management and Approval Process) within such period as specified by the Customer in Section B600 (Mobilisation and Planning Period (Period A)) of Schedule 2 (Specification Document).
- 6.1.3 The Supplier shall perform each of the Deliverables identified in Schedule 2 (Specification Document) by the applicable Deliverable Date.
- 6.1.4 The Supplier shall monitor its performance against the Implementation Plan and Deliverables and any other requirements of the Customer as set out in this Agreement and report to the Customer on such performance.

### **6.2 Control of Implementation Plan**

- 6.2.1 Subject to Clause 6.2.2, the Supplier shall keep the Implementation Plan under review in accordance with the Document Management and Approval Process and updated on a regular basis as may be necessary to reflect the then current state of the provision of the Services. The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 6.2.2 Changes to the Deliverables shall only be made in accordance with the Change Control Procedure and provided that the Supplier shall not attempt to postpone any of the Deliverables using the Change Control Procedure or otherwise (except in the event of a Customer Cause which affects the Supplier's ability to achieve a Deliverable by the relevant Deliverable Date).
- 6.2.3 Time in relation to compliance with a date, Deliverable Date or period shall be of the essence and failure of the Supplier to comply with such date, Deliverable Date or period shall be a material Default unless the Parties expressly agree otherwise.

### **6.3 Rectification of Delay in Implementation**

- 6.3.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Agreement:
  - (a) it shall:
    - (i) notify the Customer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
    - (ii) include in its notification an explanation of the actual or anticipated impact of the Delay;

- (iii) comply with the Customer's instructions in order to address the impact of the Delay or anticipated Delay; and
  - (iv) use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay; and
- (b) Not Used.

6.4 Not Used

## **7. STANDARD OF SERVICES**

### **7.1 Provision of the Services**

7.1.1 The Supplier acknowledges and agrees that the Customer relies on the skill and judgment of the Supplier in the provision of the Services and the performance of its obligations under this Agreement.

7.1.2 The Supplier shall ensure that the Services:

- (a) comply in all respects with the description of the Services in Schedule 2 (Specification Document) or elsewhere in this Agreement; and
- (b) are supplied in accordance with Schedule 2 (Specification Document), the provisions of this Agreement (including the Call Off Tender) and the Tender.

7.1.3 The Supplier shall perform its obligations under this Agreement in accordance with:

- (a) all applicable Law;
- (b) Good Industry Practice;
- (c) the Standards;
- (d) the Security Policy;
- (e) the ICT Policy (if so required by the Customer); and
- (f) the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 7.1.3(a) to 7.1.3(e).

7.1.4 The Supplier shall:

- (a) at all times allocate sufficient resources with the appropriate technical expertise to supply the Deliverables and to provide the Services in accordance with this Agreement;
- (b) subject to Clause 22.1 (Change Control Procedure), obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
- (c) ensure that any goods and/or services recommended or otherwise specified by the Supplier for use by the Customer in conjunction with the Deliverables and/or Services shall enable

the Deliverables and/or the Services to meet the requirements of the Customer;

- (d) ensure that the Supplier Assets will be free of all encumbrances (except as agreed in writing with the Customer);
- (e) ensure that the Services are fully compatible with any Customer Property or Customer Assets (if any) described in Schedule 2 (Specification Document) (or elsewhere in this Agreement) or otherwise used by the Supplier in connection with this Agreement;
- (f) minimise any disruption to the Sites and/or the Customer's operations when providing the Services;
- (g) ensure that any Documentation and training provided by the Supplier to the Customer are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (h) co-operate with the Other Suppliers and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Supplier and, on the Termination Date for any reason, to enable the timely transition of the supply of the Services (or any of them) to the Customer and/or to any Replacement Supplier;
- (i) assign to the Customer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Customer, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of any Deliverables and/or Services. Where any such warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Customer may notify from time to time to the Supplier;
- (j) provide the Customer with such assistance as the Customer may reasonably require during the Contract Period in respect of the supply of the Services;
- (k) deliver the Services in a proportionate and efficient manner;
- (l) ensure that neither it, nor any of its Affiliates, embarrasses the Customer or otherwise brings the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Supplier's obligations under this Agreement; and
- (m) gather, collate and provide such information and co-operation as the Customer may reasonably request for the purposes of ascertaining the Supplier's compliance with its obligations under this Agreement.

7.1.5 An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that all Sub-Contractors and Supplier Personnel also do, or refrain from doing, such act or thing.



## **8. SERVICES**

### **8.1 General application**

8.1.1 This Clause 8 shall apply to the provision of the Services.

### **8.2 Time of Delivery of the Services**

8.2.1 The Supplier shall provide the Services on the date(s) specified in this Agreement (including in particular any Deliverable Dates).

### **8.3 Location and Manner of Delivery of the Services**

8.3.1 Except where otherwise provided in this Agreement, the Supplier shall provide the Services to the Customer through the Supplier Personnel at the Sites.

8.3.2 The Customer may inspect and examine the manner in which the Supplier provides the Services at the Sites and, if the Sites are not the Customer Premises, the Customer may carry out such inspection and examination during normal business hours and on reasonable notice.

### **8.4 Undelivered Services**

8.4.1 In the event that any of the Services and/or Deliverables are not delivered in accordance with the Minimum Acceptance Criteria, Clauses 7.1 (Provision of the Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) ("**Undelivered Services**"), the Customer, without prejudice to any other rights and remedies of the Customer howsoever arising, shall be entitled to withhold payment of the applicable Charges for the Services that were not so delivered until such time as the Undelivered Services are delivered.

8.4.2 The Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer howsoever arising, deem the failure to comply with Clauses 7.1, (Provision of the Services), 8.2 (Time of Delivery of the Services) and 8.3 (Location and Manner of Delivery of the Services) and meet the relevant Deliverable Date to be a material Default.

### **8.5 Obligation to Remedy of Default in the Supply of the Services**

8.5.1 Subject to Clauses 33.9.2 and 33.9.3 (IPR Indemnity) and without prejudice to any other rights and remedies of the Customer howsoever arising (including under Clauses 8.4.2 (Undelivered Services) and 38 (Customer Remedies for Default)), the Supplier shall, where practicable:

- (a) remedy any breach of its obligations in Clauses 7 and 8 within three (3) Working Days of becoming aware of the relevant Default or being notified of the Default by the Customer or within such other time period as may be agreed with the Customer (taking into account the nature of the breach that has occurred); and
- (b) meet all the costs of, and incidental to, the performance of such remedial work.

### **8.6 Continuing Obligation to Provide the Services**

8.6.1 The Supplier shall continue to perform all of its obligations under this Agreement and shall not suspend the provision of the Services, notwithstanding:

- (a) any withholding or deduction by the Customer of any sum due to the Supplier pursuant to the exercise of a right of the Customer to such withholding or deduction under this Agreement;
- (b) the existence of an unresolved Dispute; and/or
- (c) any failure by the Customer to pay any Charges,

unless the Supplier is entitled to terminate this Agreement under Clause 42.1 (Termination on Customer Cause for Failure to Pay) for failure by the Customer to pay undisputed Charges.

## **9. NOT USED**

## **10. NOT USED**

## **11. STANDARDS AND QUALITY**

11.1 The Supplier shall at all times during the Contract Period comply with the Standards and maintain, where applicable, accreditation with the relevant Standards' authorisation body.

11.2 Throughout the Contract Period, the Parties shall notify each other of any new or emergent standards which could affect the Supplier's provision, or the receipt by the Customer, of the Services. The adoption of any such new or emergent standard, or changes to existing Standards (including any specified in the Call Off Order Form), shall be agreed in accordance with the Change Control Procedure.

11.3 Where a new or emergent standard is to be developed or introduced by the Customer, the Supplier shall be responsible for ensuring that the potential impact on the Supplier's provision, or the Customer's receipt of the Services is explained to the Customer (within a reasonable timeframe), prior to the implementation of the new or emergent Standard.

11.4 Where Standards referenced conflict with each other or with best professional or industry practice adopted after the Commencement Date, then the later Standard or best practice shall be adopted by the Supplier. Any such alteration to any Standard or Standards shall require Approval (and the written consent of the Customer where the relevant Standard or Standards is/are included in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators) and shall be implemented within an agreed timescale.

11.5 Where a standard, policy or document is referred to by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Customer and the Parties shall agree the impact of such change.

## **12. TESTING**

12.1 This Clause 12 shall apply if so specified by the Customer in the Call Off Order Form.

12.2 The Parties shall comply with any provisions set out in Appendices 11 (Mobilisation and Planning Period Deliverables Schedule), 12 (Service Development Period Deliverables

Schedule), 13 (Service Operations Period Deliverables Schedule) and 14 (Service Review and Closure (Exit) Period Deliverables Schedule) to Schedule 2 (Specification Document).

### **13. SERVICE LEVELS AND SERVICE CREDITS**

- 13.1 This Clause 13 shall apply where the Customer has specified Service Levels and Service Credits in the Call Off Order Form. Where the Customer has specified Service Levels but not Service Credits, only sub-clauses 13.2 and 13.3 shall apply.
- 13.2 When this Clause 13.2 applies, the Parties shall also comply with the provisions of Part A (Service Levels and Service Credits) of Schedule 6 (Service Levels, Service Credits and Performance Monitoring) .
- 13.3 The Supplier shall at all times during the Contract Period provide the Services to meet or exceed the Service Levels.
- 13.4 The Supplier acknowledges that any Service Level Failure may have a material adverse impact on the business and operations of the Customer and that it shall entitle the Customer to the rights set out in of Part A (Service Levels and Service Credits) of Schedule 6 (Service Levels, Service Credits and Performance Monitoring) including the right to any Service Credits.
- 13.5 The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to meet any Service Levels.
- 13.6 A Service Credit shall be the Customer's exclusive financial remedy for a Service Level Failure except where:
- 13.6.1 the Supplier has over the previous (twelve) 12 Month period accrued Service Credits in excess of the Service Credit Cap;
  - 13.6.2 the Service Level Failure:
    - (a) exceeds the relevant Service Level Threshold;
    - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier or any Supplier Personnel; and
    - (c) results in:
      - (i) the corruption or loss of any Customer Data (in which case the remedies under Clause 34.2.8 (Protection of Customer Data) shall also be available); and/or
      - (ii) the Customer being required to make a compensation payment to one or more third parties; and/or
  - 13.6.3 the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause).
- 13.7 Not more than once in each Call Off Contract Year, the Customer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Level Performance Criteria and the Supplier shall not be entitled to object to, or increase the Call Off Contract Charges as a result of such changes, provided that:

- 13.7.1 the total number of Service Level Performance Criteria for which the weighting is to be changed does not exceed the number set out, for the purposes of this clause, in the Call Off Order Form;
- 13.7.2 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and
- 13.7.3 there is no change to the Service Credit Cap.

#### **14. CRITICAL SERVICE LEVEL FAILURE**

14.1 This Clause 14 shall apply if the Customer has specified both Service Credits and Critical Service Level Failure in the Call Off Order Form and Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

14.2 On the occurrence of a Critical Service Level Failure:

- 14.2.1 any Service Credits that would otherwise have accrued during the relevant Service period shall not accrue; and
- 14.2.2 the Customer shall be entitled to withhold and retain as compensation for the Critical Service Level Failure a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Clause 14.2 shall be without prejudice to the right of the Customer to terminate this Agreement and/or to claim damages from the Supplier for material Default as a result of such Critical Service Level Failure.

14.3 The Supplier:

- 14.3.1 agrees that the application of Clause 14.2 is commercially justifiable where a Critical Service Level Failure occurs; and
- 14.3.2 acknowledges that it has taken legal advice on the application of Clause 14.2 and has had the opportunity to price for that risk when calculating the Charges.

#### **15. BUSINESS CONTINUITY AND DISASTER RECOVERY**

15.1 This Clause 15 shall apply if the Customer has so specified in the Call Off Order Form.

15.2 The Parties shall comply with the provisions of Section C900 (Security and Information Assurance) of Schedule 2 (Specification Document).

#### **16. DISRUPTION**

16.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Agreement it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

16.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier Personnel or others, which affects or might affect the Supplier's ability at any time to perform its obligations under this Agreement.

16.3 In the event of industrial action by the Supplier Personnel, the Supplier shall seek Approval to its proposals for the continuance of the supply of the Services in accordance with its obligations under this Agreement.

16.4 If the Supplier's proposals referred to in Clause 16.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Customer may terminate this Agreement for material Default.

16.5 If the Supplier is temporarily unable to fulfil the requirements of this Agreement owing to disruption of normal business solely due to a Customer Cause, then subject to Clause 17 (Supplier Notification of Customer Cause), an appropriate allowance by way of an extension of time will be Approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

## **17. SUPPLIER NOTIFICATION OF CUSTOMER CAUSE**

17.1 Without prejudice to any other obligations of the Supplier in this Agreement to notify the Customer in respect of a specific Customer Cause (including the notice requirements under Clause 42.1.1 (Termination on Customer Cause for Failure to Pay)), the Supplier shall:

17.1.1 notify the Customer as soon as reasonably practicable ((and in any event within two (2) Working Days of the Supplier becoming aware)) that a Customer Cause has occurred or is reasonably likely to occur, giving details of:

- (a) the Customer Cause and its effect, or likely effect, on the Supplier's ability to meet its obligations under this Agreement; and
- (b) any steps which the Customer can take to eliminate or mitigate the consequences and impact of such Customer Cause; and
- (c) use all reasonable endeavours to eliminate or mitigate the consequences and impact of a Customer Cause, including any Losses that the Supplier may incur and the duration and consequences of any Delay or anticipated Delay.

## **18. CONTINUOUS IMPROVEMENT**

18.1 The Supplier shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause 18 with a view to reducing the Customer's costs (including the Charges) and/or improving the quality and efficiency of the Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:

18.1.1 the emergence of new and evolving relevant technologies which could improve the Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;

18.1.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support goods and/or services in relation to the Services;

18.1.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Customer; and/or

18.1.4 changes to the Sites business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.

18.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.

18.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Change in accordance with the Change Control Procedure and the Supplier shall implement such Change at no additional cost to the Customer.

#### **D. GOVERNANCE**

### **19. PERFORMANCE MONITORING**

19.1 The Supplier shall comply with the monitoring requirements set out in Schedule 2 (Specification Document).

### **20. REPRESENTATIVES**

20.1 Each Party shall have a representative for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Agreement.

20.2 The initial Supplier Representative shall be the person named as such in the Call Off Order Form. Any change to the Supplier Representative shall be agreed in accordance with Clause 27 (Supplier Personnel).

20.3 If the initial Customer Representative is not specified in the Call Off Order Form, the Customer shall notify the Supplier of the identity of the initial Customer Representative within five (5) Working Days of the Commencement Date. The Customer may, by written notice to the Supplier, revoke or amend the authority of the Customer Representative or appoint a new Customer Representative.

20.4 The Parties acknowledge that Schedule 2 (Specification Document) also sets out other roles and representatives.

### **21. RECORDS, AUDIT ACCESS AND OPEN BOOK DATA**

21.1 The Supplier shall comply with the records, reports, audit and open book data provisions contained in Section C600 (Financial Management and Reporting) and Section C1600 (Records and Audit) of Schedule 2 (Specification Document).

### **22. CHANGE**

#### **22.1 Change Control Procedure**

22.1.1 Subject to the provisions of this Clause 22 and Section C2300 (Change Control Procedure) of Schedule 2 (Specification Document), either Party may issue a Request for Change to this Agreement provided that such change does not amount to a material change of this Agreement within the meaning of the Regulations and the Law.

22.1.2 A Party may issue a Request for Change by following the Change Control Procedure set out on Section C2300 (Change Control Procedure) of Schedule 2

(Specification Document) and the Request for Change template at Appendix 39 of the Specification Document. The Parties shall thereafter follow the Change Control Procedure in Section C2300 of the Specification Document.

## 22.2 Legislative Change

22.2.1 The Supplier shall neither be relieved of its obligations under this Agreement nor be entitled to an increase in the Charges as the result of a:

- (a) General Change in Law; or
- (b) Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

22.2.2 If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Clause 22.2.1(b)), the Supplier shall:

- (a) notify the Customer as soon as reasonably practicable of the likely effects of that change including:
  - (i) whether any change is required to the provision of the Services, the Charges or this Agreement; and
  - (ii) whether any relief from compliance with the Supplier's obligations is required, including any obligation to achieve a Deliverable and/or to meet the Service Levels; and
- (b) provide to the Customer with evidence:
  - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
  - (ii) as to how the Specific Change in Law has affected the cost of providing the Services; and
  - (iii) demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of Clause 18 (Continuous Improvement), has been taken into account in amending the Charges.

22.2.3 Any change in the Charges or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in Clause 22.2.1(b)) shall be implemented in accordance with the Change Control Procedure.

## E. **PAYMENT, TAXATION AND VALUE FOR MONEY PROVISIONS**

### 23. CHARGES AND PAYMENT

#### 23.1 Charges

23.1.1 In consideration of the Supplier carrying out its obligations under this Agreement, including the provision of the Services, the Customer shall pay the undisputed Charges in accordance with the pricing and payment profile and the invoicing procedure in Schedule 3 (Charges, Payment and Invoicing).

23.1.2 Except as otherwise provided, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under Clauses 12 (Testing),

21 (Records, Audit Access and Open Book Data), 34.4 (Transparency and Freedom of Information) and 34.5 (Protection of Personal Data).

23.1.3 If the Customer fails to pay any undisputed Charges properly invoiced under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

23.1.4 If at any time during this Contract Period the Supplier reduces its Framework Prices for any Services which are provided under the Framework Agreement (whether or not such Services are offered in a catalogue, if any, which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Supplier shall immediately reduce the Charges for such Services under this Agreement by the same amount.

### **23.2 VAT**

23.2.1 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a Valid Invoice.

23.2.2 The Supplier shall indemnify the Customer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Customer at any time (whether before or after the making of a demand pursuant to the indemnity hereunder) in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Agreement. Any amounts due under Clause 23.2 (VAT) shall be paid in cleared funds by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

### **23.3 Retention and Set Off**

23.3.1 The Customer may retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Agreement or under any other agreement between the Supplier and the Customer.

23.3.2 If the Customer wishes to exercise its right pursuant to Clause 23.3.1 it shall give notice to the Supplier within thirty (30) days of receipt of the relevant invoice, setting out the Customer's reasons for retaining or setting off the relevant Charges.

23.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has obtained a sealed court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.

### **23.4 Foreign Currency**

23.4.1 Any requirement of Law to account for the Services in any currency other than Sterling, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.

23.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with Clause 23.4.1 by the Supplier.

### **23.5 Income Tax and National Insurance Contributions**



23.5.1 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

- (a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and
- (b) indemnify the Customer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Services by the Supplier or any Supplier Personnel.

23.5.2 In the event that any one of the Supplier Personnel is a Worker as defined in Schedule 1 (Definitions) who receives consideration relating to the Services, then, in addition to its obligations under Clause 23.5.1, the Supplier shall ensure that its contract with the Worker contains the following requirements:

- (a) that the Customer may, at any time during the Contract Period, request that the Worker provides information which demonstrates how the Worker complies with the requirements of Clause 23.5.1, or why those requirements do not apply to it. In such case, the Customer may specify the information which the Worker must provide and the period within which that information must be provided;
- (b) that the Worker's contract may be terminated at the Customer's request if:
  - (i) the Worker fails to provide the information requested by the Customer within the time specified by the Customer under Clause 23.5.2(a); and/or
  - (ii) the Worker provides information which the Customer considers is inadequate to demonstrate how the Worker complies with Clause 23.5.1 or confirms that the Worker is not complying with those requirements; and
- (c) that the Customer may supply any information it receives from the Worker to HMRC for the purpose of the collection and management of revenue for which they are responsible.

## **24. PROMOTING TAX COMPLIANCE**

24.1 This Clause 24 shall apply if the Charges payable under this Agreement exceed or are likely to exceed five (5) million pounds during the Contract Period.

24.2 If, at any point during the Contract Period, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

24.2.1 notify the Customer in writing of such fact within five (5) Working Days of its occurrence; and

24.2.2 promptly provide to the Customer:

- (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- (b) such other information in relation to the Occasion of Tax Non-Compliance as the Customer may reasonably require.

24.3 In the event that the Supplier fails to comply with this Clause 24 and/or does not provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable, then the Customer reserves the right to terminate this Agreement for material Default.

## 25. BENCHMARKING

25.1 The Parties shall comply with the provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking) in relation to the benchmarking of any or all of the Services.

## F. SUPPLIER PERSONNEL AND SUPPLY CHAIN MATTERS

### 26. KEY PERSONNEL

26.1 This Clause 26 shall apply where the Customer has specified Key Personnel in the Call Off Order Form.

26.2 The Call Off Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Commencement Date.

26.3 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Contract Period.

26.4 The Customer 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 Personnel.

26.5 The Supplier shall not remove or replace any Key Personnel (including when carrying out its exit obligations under Section C2100 (Exit Plan) of Schedule 2 (Specification Document) unless:

26.5.1 requested to do so by the Customer;

26.5.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;

26.5.3 the person’s employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

26.5.4 the Supplier obtains the Customer’s prior written consent (such consent not to be unreasonably withheld or delayed).

26.6 The Supplier shall:

- 26.6.1 notify the Customer promptly of the absence of any Key Personnel (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);
- 26.6.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
- 26.6.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;
- 26.6.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and
- 26.6.5 ensure that any replacement for a Key Role:
  - (a) has a level of qualifications and experience appropriate to the relevant Key Role; and
  - (b) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 26.6.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Contract Period without Approval.
- 26.7 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

## **27. SUPPLIER PERSONNEL**

### **27.1 Supplier Personnel**

#### **27.1.1 The Supplier shall:**

- (a) provide a list of the names of all Supplier Personnel requiring admission to Customer Premises, specifying the capacity in which they require admission and giving such other particulars as the Customer may reasonably require;
- (b) ensure that all Supplier Personnel:
  - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
  - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the Security Policy and the Standards;
  - (iii) obey all lawful instructions and reasonable directions of the Customer (including, if so required by the Customer, the ICT Policy) and provide the Services to the reasonable satisfaction of the Customer; and
  - (iv) comply with all reasonable requirements of the Customer concerning conduct at the Customer Premises, including the security requirements set out in Schedule 2 (Specification Document);

- (c) subject to Schedule 10 (Staff Transfer), retain overall control of the Supplier Personnel at all times so that the Supplier Personnel shall not be deemed to be employees, agents or contractors of the Customer;
- (d) be liable at all times for all acts or omissions of Supplier Personnel, so that any act or omission of a member of any Supplier Personnel which results in a Default under this Agreement shall be a Default by the Supplier;
- (e) use all reasonable endeavours to minimise the number of changes in Supplier Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Supplier Personnel as soon as practicable if any Supplier Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Supplier Personnel; and
- (h) procure that the Supplier Personnel shall vacate the Customer Premises immediately upon the Termination Date.

27.1.2 If the Customer reasonably believes that any of the Supplier Personnel are unsuitable to undertake work in respect of this Agreement, it may:

- (a) refuse admission to the relevant person(s) to the Customer Premises; and/or
- (b) direct the Supplier to end the involvement in the provision of the Services of the relevant person(s).

27.1.3 The decision of the Customer as to whether any person is to be refused access to the Customer Premises shall be final and conclusive.

## 27.2 Relevant Convictions

27.2.1 This sub-clause 27.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form.

27.2.2 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval.

27.2.3 Notwithstanding Clause 27.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall):

- (a) carry out a check with the records held by the Department for Education (DfE);
- (b) conduct thorough questioning regarding any Relevant Convictions; and

- (c) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS),

and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

## **28. STAFF TRANSFER**

28.1 Not used.

28.2 The Parties agree that:

28.2.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Schedule 10 (Staff Transfer) shall apply as follows:

- (a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Schedule 10 (Staff Transfer) shall apply;
- (b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Schedule 10 (Staff Transfer) shall apply;
- (c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Schedule 10 (Staff Transfer) shall apply; and
- (d) Part C of Schedule 10 (Staff Transfer) shall not apply;

28.2.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Schedule 10 (Staff Transfer) shall apply and Parts A and B of Schedule 10 (Staff Transfer) shall not apply; and

28.2.3 Part D of Schedule 10 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services;

28.3 The Supplier shall both during and after the Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

## **29. SUPPLY CHAIN RIGHTS AND PROTECTION**

### **29.1 Appointment of Sub-Contractors**

29.1.1 The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to:

- (a) manage any Sub-Contractors in accordance with Good Industry Practice;
- (b) comply with its obligations under this Agreement in the delivery of the Services; and

- (c) assign, novate or otherwise transfer to the Customer or any Replacement Supplier any of its rights and/or obligations under each Sub-Contract that relates exclusively to this Agreement.

29.1.2 Prior to sub-contacting any of its obligations under this Agreement, the Supplier shall notify the Customer and provide the Customer with:

- (a) the proposed Sub-Contractor's name, registered office and company registration number;
- (b) the scope of any Services to be provided by the proposed Sub-Contractor; and
- (c) where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Customer that the proposed Sub-Contract has been agreed on "arm's-length" terms.

29.1.3 If requested by the Customer within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2, the Supplier shall also provide:

- (a) a copy of the proposed Sub-Contract; and
- (b) any further information reasonably requested by the Customer.

29.1.4 The Customer may, within ten (10) Working Days of receipt of the Supplier's notice issued pursuant to Clause 29.1.2 (or, if later, receipt of any further information requested pursuant to Clause 29.1.3), object to the appointment of the relevant Sub-Contractor if they consider that:

- (a) the appointment of a proposed Sub-Contractor may prejudice the provision of the Services or may be contrary to the interests respectively of the Customer under this Agreement;
- (b) the proposed Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
- (c) the proposed Sub-Contractor employs unfit persons,

in which case, the Supplier shall not proceed with the proposed appointment.

29.1.5 If:

- (a) the Customer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of ten (10) Working Days of receipt of:
  - (i) the Supplier's notice issued pursuant to Clause 29.1.2; and
  - (ii) any further information requested by the Customer pursuant to Clause 29.1.3; and
- (b) the proposed Sub-Contract is not a Key Sub-Contract which shall require the written consent of the Authority and the Customer in accordance with Clause 29.2 (Appointment of Key Sub-Contractors).

the Supplier may proceed with the proposed appointment.

## 29.2 Appointment of Key Sub-Contractors

29.2.1 The Authority and the Customer have consented to the engagement of the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors).

29.2.2 Where the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of the Authority and the Customer (the decision to consent or otherwise not to be unreasonably withheld or delayed). The Authority and/or the Customer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

- (a) the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;
- (b) the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and/or reasonable services to its other customers; and/or
- (c) the proposed Key Sub-Contractor employs unfit persons.

29.2.3 Except where the Authority and the Customer have given their prior written consent under Clause 29.2.1, the Supplier shall ensure that each Key Sub-Contract shall include:

- (a) provisions which will enable the Supplier to discharge its obligations under this Agreement;
- (b) a right under CRTPA for the Customer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Customer;
- (c) a provision enabling the Customer to enforce the Key Sub-Contract as if it were the Supplier;
- (d) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Customer or any Replacement Supplier;
- (e) obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Agreement in respect of:
  - (i) data protection requirements set out in Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.5 (Protection of Personal Data);
  - (ii) FOIA requirements set out in Clause 34.4 (Transparency and Freedom of Information);
  - (iii) the obligation not to embarrass the Customer or otherwise bring the Customer into disrepute set out in Clause 7.1.4(I) (Provision of Services);
  - (iv) the keeping of records in respect of the Services being provided under the Key Sub-Contract, including the maintenance of Open Book Data;

- (v) the conduct of audits set out in Clause 21 (Records, Audit Access & Open Book Data);
- (f) provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Customer under Clauses 41 (Customer Termination Rights), 43 (Termination by Either Party) and 45 (Consequences of Expiry or Termination) of this Agreement;
- (g) a provision restricting the ability of the Key Sub-Contractor to Sub-Contract all or any part of the provision of the Services provided to the Supplier under the Sub-Contract without first seeking the written consent of the Customer;
- (h) a provision, where a provision in Schedule 10 (Staff Transfer) imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, requiring the Key Sub-Contractor to provide such indemnity, undertaking or warranty to the Customer, Former Supplier or the Replacement Supplier as the case may be.

### 29.3 Supply Chain Protection

29.3.1 The Supplier shall ensure that all Sub-Contracts contain a provision:

- (a) requiring the Supplier to pay any undisputed sums which are due from it to the Sub-Contractor within a specified period not exceeding thirty (30) days from the receipt of a valid and undisputed invoice;
- (b) requiring that any invoices submitted by a Sub-Contractor shall be considered and verified by the Supplier in a timely fashion and that undue delay in doing so shall not be sufficient justification for failing to regard an invoice as valid and undisputed;
- (c) conferring a right to the Customer to publish the Supplier's compliance with its obligation to pay undisputed invoices to the Sub-Contractor within the specified payment period;
- (d) giving the Supplier a right to terminate the Sub-Contract if the Sub-Contractor fails to comply in the performance of the Sub-Contract with legal obligations in the fields of environmental, social or labour law; and
- (e) requiring the Sub-Contractor to include in any Sub-Contract which it in turn awards suitable provisions to impose, as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 29.3.1.

29.3.2 The Supplier shall:

- (a) pay any undisputed sums which are due from it to a Sub-Contractor within thirty (30) days from the receipt of a valid and undisputed invoice;



- (b) include within the performance monitoring reports provided under Schedule 2 (Specification Document) a summary of its compliance with this Clause 29.3.2 (a), such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.

29.3.3 Any invoices submitted by a Sub-Contractor to the Supplier shall be considered and verified by the Supplier in a timely fashion. Undue delay in doing so shall not be sufficient justification for the Supplier failing to regard an invoice as valid and undisputed.

29.3.4 Notwithstanding any provision of Clauses 34.3 (Confidentiality) and 35 (Publicity and Branding) if the Supplier notifies the Customer that the Supplier has failed to pay an undisputed Sub-Contractor's invoice within thirty (30) days of receipt, or the Customer otherwise discovers the same, the Customer shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).

#### 29.4 Termination of Sub-Contracts

29.4.1 The Customer may require the Supplier to terminate:

- (a) a Sub-Contract where:
  - (i) the acts or omissions of the relevant Sub-Contractor have caused or materially contributed to the Customer's right of termination pursuant to any of the termination events in Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and/or
  - (ii) the relevant Sub-Contractor or its Affiliates embarrassed the Customer or otherwise brought the Customer into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Customer, regardless of whether or not such act or omission is related to the Sub-Contractor's obligations in relation to the Services or otherwise; and/or
- (b) a Key Sub-Contract where there is a Change of Control of the relevant Key Sub-Contractor, unless:
  - (i) the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
  - (ii) the Customer has not served its notice of objection within six (6) months of the later of the date the Change of Control took place or the date on which the Customer was given notice of the Change of Control.

#### 29.5 Competitive Terms

29.5.1 If the Customer is able to obtain from any Sub-Contractor or any other third party more favourable commercial terms with respect to the supply of any materials, equipment, software, goods or services used by the Supplier or the Supplier Personnel in the supply of the Services, then the Customer may:

- (a) require the Supplier to replace its existing commercial terms with its Sub-Contractor with the more favourable commercial terms obtained by the Customer in respect of the relevant item; or
  - (b) subject to Clause 29.4 (Termination of Sub-Contracts), enter into a direct agreement with that Sub-Contractor or third party in respect of the relevant item.
- 29.5.2 If the Customer exercises the option pursuant to Clause 29.5.1, then the Charges shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.
- 29.5.3 The Customer's right to enter into a direct agreement for the supply of the relevant items is subject to:
  - (a) the Customer making the relevant item available to the Supplier where this is necessary for the Supplier to provide the Services; and
  - (b) any reduction in the Charges taking into account any unavoidable costs payable by the Supplier in respect of the substituted item, including in respect of any licence fees or early termination charges.

#### **29.6 Retention of Legal Obligations**

- 29.6.1 Notwithstanding the Supplier's right to Sub-Contract pursuant to Clause 29 (Supply Chain Rights and Protection), the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

### **G. PROPERTY MATTERS**

#### **30. CUSTOMER PREMISES**

##### **30.1 Licence to occupy Customer Premises**

- 30.1.1 Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Agreement and in accordance with the requirements of Schedule 2 (Specification Document). The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Agreement and in accordance with Section C2100 (Exit Plan) of Schedule 2 (Specification Document).
- 30.1.2 The Supplier shall limit access to the Customer Premises to such Supplier Personnel as is necessary to enable it to perform its obligations under this Agreement and the Supplier shall co-operate (and ensure that the Supplier Personnel co-operate) with such other persons working concurrently on such Customer Premises as the Customer may reasonably request.
- 30.1.3 Save in relation to such actions identified by the Supplier in accordance with Clause 2 (Due Diligence) and set out in the Call Off Order Form (or elsewhere in this Agreement), should the Supplier require modifications to the Customer Premises, such modifications shall be subject to Approval and shall be carried

out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this Clause 30.1.3 without undue delay. Ownership of such modifications shall rest with the Customer.

30.1.4 The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Customer Premises and conduct of personnel at the Customer Premises as determined by the Customer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Personnel other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

30.1.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Personnel and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Agreement, the Customer retains the right at any time to use any Customer Premises in any manner it sees fit.

## **30.2 Security of Customer Premises**

30.2.1 The Customer shall be responsible for maintaining the security of the Customer Premises in accordance with the Security Policy. The Supplier shall comply with the Security Policy and any other reasonable security requirements of the Customer while on the Customer Premises.

30.2.2 The Customer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

## **31. CUSTOMER PROPERTY**

31.1 Where the Customer issues Customer Property, in accordance with Section B1500 (Facilities, Services, Equipment, Supplies or Solutions to be provided by the Customer) of Schedule 2 (Specification Document), free of charge to the Supplier such Customer Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Customer Property.

31.2 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Property and at all times the Supplier shall possess the Customer Property as fiduciary agent and bailee of the Customer.

31.3 The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Customer Property separately and securely and ensure that it is clearly identifiable as belonging to the Customer.

31.4 The Customer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within five (5) Working Days of receipt.

31.5 The Supplier shall maintain the Customer Property in good order and condition (excluding fair wear and tear) and shall use the Customer Property solely in connection with this Agreement and for no other purpose without Approval.

- 31.6 The Supplier shall ensure the security of all the Customer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with the Customer's Security Policy and the Customer's reasonable security requirements from time to time.
- 31.7 The Supplier shall be liable for all loss of, or damage to the Customer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Customer Cause. The Supplier shall inform the Customer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Customer Property.

## **32. SUPPLIER PROPERTY**

- 32.1 Unless otherwise stated in the Call Off Order Form (or elsewhere in this Agreement), the Supplier shall provide all the Supplier Property necessary for the provision of the Services, in accordance with Section B1400 (Facilities, Services, Equipment, Supplies or Solutions to be provided by the Supplier) of Schedule 2 (Specification Document).
- 32.2 The Supplier shall not deliver any Supplier Property nor begin any work on the Customer Premises without obtaining Approval.
- 32.3 The Supplier shall be solely responsible for the cost of carriage of the Supplier Property to the Sites and/or any Customer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Termination Date the Supplier shall be responsible for the removal of all relevant Supplier Property from the Sites and/or any Customer Premises, including the cost of packing, carriage and making good the Sites and/or the Customer Premises following removal.
- 32.4 All the Supplier's property, including Supplier Property, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent act or omission of the Customer.
- 32.5 Subject to any express provision of the BCDR Plan to the contrary, the loss or destruction for any reason of any Supplier Property shall not relieve the Supplier of its obligation to supply the Services in accordance with this Agreement, including the Service Levels.
- 32.6 The Supplier shall maintain all Supplier Property within the Sites and/or the Customer Premises in a safe, serviceable and clean condition.
- 32.7 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 32.7.1 remove from the Customer Premises any Supplier Property or any component part of Supplier Property which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with this Agreement; and
  - 32.7.2 replace such Supplier Property or component part of Supplier Property with a suitable substitute item of Supplier Property.
- 32.8 For the purposes of this Clause 32.8, 'X' shall be the number of Service Failures, and 'Y' shall be the period in months, as respectively specified for 'X' and 'Y' in the Call Off Order Form. If this Clause 32.8 has been specified to apply in the Call Off Order Form, and there are no values specified for 'X' and/or 'Y', in default, 'X' shall be two (2) and 'Y' shall be twelve (12). Where a failure of Supplier Property or any component part of Supplier Property causes X or more Service Failures in any Y Month period, the Supplier shall notify the Customer in writing and shall, at the Customer's request (acting reasonably), replace

such Supplier Property or component part thereof at its own cost with a new item of Supplier Property or component part thereof (of the same specification or having the same capability as the Supplier Property being replaced).

## **H. INTELLECTUAL PROPERTY AND INFORMATION**

### **33. INTELLECTUAL PROPERTY RIGHTS**

#### **33.1 Allocation of title to IPR**

33.1.1 Save as expressly granted elsewhere under this Agreement:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely:
  - (i) the Supplier Background IPR; and
  - (ii) the Third Party IPR.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
  - (i) Customer Background IPR;
  - (ii) Customer Data; and
  - (iii) Project Specific IPRs.

33.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 33.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

33.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

33.1.4 Unless the Customer otherwise agrees in advance in writing (and subject to Clause 33.10.3):

- (a) Project Specific IPR Items shall be created in a format, or able to be converted into a format, which is:
  - (i) suitable for publication by the Customer as Open Source; and
  - (ii) based on Open Standards (where applicable);
- (b) where the Project Specific IPR Items are written in a format that requires conversion before publication as Open Source or before complying with Open Standards, the Supplier shall also provide the converted format to the Customer.

#### **33.2 Assignments granted by the Supplier: Project Specific IPR**

33.2.1 The Supplier hereby assigns to the Customer with full guarantee (or shall procure from the first owner the assignment to the Customer), title to and all rights and interest in the Project Specific IPRs. The assignment under this Clause 33.2.1 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs.

33.2.2 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Project Specific IPRs are properly transferred to the Customer and shall waive or procure a waiver of any moral rights in any copyright works assigned to the Customer under this Agreement.

33.2.3 To the extent that it is necessary to enable the Customer to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to the Customer and shall procure that any relevant third party licensor shall grant to the Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.

### **33.3 Licences granted by the Supplier: Supplier Background IPR**

33.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

33.3.2 At any time during the Contract Period or following the Termination Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 33.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of 33.3.1 which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

33.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 33.3.2, the Customer shall:

- (a) immediately cease all use of the Supplier Background IPR;
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
- (c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.

### **33.4 Customer's right to sub-license**

33.4.1 The Customer may sub-license:

- (a) the rights granted under Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for

the avoidance of doubt, any Replacement Supplier) provided that:

- (i) the sub-licence is on terms no broader than those granted to the Customer; and
  - (ii) the sub-licence only authorises the third party to use the rights licensed in Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent goods and/or services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 33.3.1 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

### 33.5 Customer's right to assign/novate licences

33.5.1 The Customer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) to:

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

33.5.2 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR).

33.5.3 If a licence granted in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clauses 33.5.1 or there is a change of the Customer's status pursuant to Clause 33.5.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

### 33.6 Third Party IPR

33.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) and Clause 33.5.1 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence in accordance with the licence terms set out in Clause 33.3 (Licences granted by the Supplier: Supplier Background IPR) and Clause 33.5.1 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:

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

33.6.2 Should the Supplier become aware at any time, including after termination, that the Project Specific IPRs contain any Intellectual Property Rights for which the Customer does not have a licence, then the Supplier must notify the Customer within 10 days of what those rights are and which parts of the Project Specific IPRs they are found in.

33.6.3 Without prejudice to any other right or remedy of the Customer, if the Supplier becomes aware at any time, including after termination, that any Intellectual Property Rights for which the Customer does not have a licence in accordance with Clause 33.2.3 subsist in the Project Specific IPR Items, then the Supplier must notify the Customer within 10 days of what those rights are and which parts of the Project Specific IPR Items they are found in.

### **33.7 Licence granted by the Customer**

33.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Customer Background IPR, the Project Specific IPRs and the Customer Data solely to the extent necessary for providing the Services in accordance with this Agreement, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 34.3 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

### **33.8 Termination of licenses**

33.8.1 Subject to Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 33 (Intellectual Property Rights) (other than those granted pursuant to Clause 33.6 (Third Party IPR) and 33.7 (Licence granted by the Customer)) shall survive the Termination Date.

33.8.2 The Supplier shall, if requested by the Customer in accordance with Section C2400 (Exit Plan) of Schedule 2 (Specification Document), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 33.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

33.8.3 The licence granted pursuant to Clause 33.7 (Licence granted by the Customer ) and any sub-licence granted by the Supplier in accordance with Clause 33.7.1 (Licence granted by the Customer) shall terminate automatically on the Termination Date and the Supplier shall:



- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.

### 33.9 IPR Indemnity

33.9.1 The Supplier shall, during and after the Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.

33.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:
  - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
  - (ii) the replaced or modified item does not have an adverse effect on any other Services;
  - (iii) there is no additional cost to the Customer; and
  - (iv) the terms and conditions of this Agreement shall apply to the replaced or modified Services.

33.9.3 If the Supplier elects to procure a licence in accordance with Clause 33.9.2(a) or to modify or replace an item pursuant to Clause 33.9.2(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Customer may terminate this Agreement by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 33.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute goods and/or services including the additional costs of procuring, implementing and maintaining the substitute items.

### 33.10 Open Source Publication

33.10.1 Subject to Clause 33.10.3, the Supplier agrees that the Customer may at its sole discretion publish as Open Source all or part of the Project Specific IPR Items after the Service Operations Start Date (such date to be notified by the Customer to the Supplier).

33.10.2 Subject to Clause 33.10.3, the Supplier hereby warrants that the Project Specific IPR Items:

- (a) are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Customer will not enable a third party to use the published Project Specific IPRs or Project Specific IPR Items in any way, which could reasonably be foreseen to compromise the operation, running or security of the Project Specific IPRs or the Customer system;
- (b) have been developed by the Supplier using reasonable endeavours to ensure that publication by the Customer of the same shall not cause any harm or damage to any party using the published Project Specific IPRs;
- (c) do not contain any material which would bring the Customer into disrepute upon publication as Open Source;
- (d) do not contain any IPRs which have not been licensed to the Customer under licence terms which permit the publication of the Project Specific IPR Items as Open Source by the Customer;
- (e) will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified to the Supplier under Clause 33.10.1; and
- (f) do not contain any Malicious Software.

33.10.3 The Supplier hereby acknowledges and agrees that any Supplier Background IPRs which it includes in the Open Source Publication Material supplied to the Customer pursuant to Clause 33.10.2(e) and which have not been Approved for exclusion under Clause 33.10.4 will become Open Source and will hereby be licensed to the Customer under the Open Source licence terms adopted by the Customer and treated as such following publication by the Customer.

33.10.4 Where the Customer has Approved a request by the Supplier under Clause 33.1.4, for any part of the Project Specific IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Background IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

- (b) include in the written details provided under Clause 33.10.4 (a) information about the impact that inclusion of such IPRs and items or Deliverables based on such IPRs will have on any other Project Specific IPRs Items and the Customer's ability to publish such other items or Deliverables as Open Source.

## **34. SECURITY AND PROTECTION OF INFORMATION**

### **34.1 Security Requirements**

- 34.1.1 The Supplier shall comply with the Security Policy and the requirements of Section C900 (Security and Information Assurance) of Schedule 2 (Specification Document) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 34.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 34.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Services it may propose a Change to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall then be subject to the Change Control Procedure.
- 34.1.4 Until and/or unless a change to the Charges is agreed by the Customer pursuant to the Change Control Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

### **34.2 Protection of Customer Data**

- 34.2.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 34.2.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Agreement or as otherwise Approved by the Customer.
- 34.2.3 To the extent that the Customer Data is held and/or Processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format (if any) specified by the Customer in the Call Off Order Form and, in any event, as specified by the Customer from time to time in writing.
- 34.2.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 34.2.5 The Supplier shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site at an Approved location in accordance with any BCDR Plan or otherwise. The Supplier shall ensure that such back-ups are available to the Customer (or to such other person as the Customer may direct) at all times upon request and are delivered to the Customer at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).

- 34.2.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the security requirements in Section C900 (Security and Information Assurance) of Schedule 2 (Specification Document).
- 34.2.7 If at any time the Supplier suspects or has reason to believe that the Customer Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.
- 34.2.8 If the Customer Data is corrupted, lost or sufficiently degraded as a result of a Default so as to be unusable, the Supplier may:
- (a) require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the requirements specified in Section C900 (Security and Information Assurance) of Schedule 2 (Specification Document) or as otherwise required by the Customer, and the Supplier shall do so as soon as practicable but not later than five (5) Working Days from the date of receipt of the Customer's notice; and/or
  - (b) itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in Section C900 (Security and Information Assurance) of Schedule 2 (Specification Document) or as otherwise required by the Customer.

### 34.3 Confidentiality

- 34.3.1 For the purposes of Clause 34.3, the term **"Disclosing Party"** shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and **"Recipient"** shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 34.3.2 Except to the extent set out in Clause 34.3 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
- (a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
  - (b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
  - (c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
  - (d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.

34.3.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:

- (a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause 34.4 (Transparency and Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
- (b) the need for such disclosure arises out of or in connection with:
  - (i) any legal challenge or potential legal challenge against the Customer arising out of or in connection with this Agreement;
  - (ii) the examination and certification of the Customer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer is making use of any Services provided under this Agreement; or
  - (iii) the conduct of a Central Government Body review in respect of this Agreement; or
- (c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office;
- (d) such information was in the possession of the Disclosing Party without obligation of confidentiality prior to its disclosure by the information owner;
- (e) such information was obtained from a third party without obligation of confidentiality;
- (f) such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; and
- (g) the information is independently developed without access to the Disclosing Party's Confidential Information.

34.3.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

34.3.5 Subject to Clause 34.3.2, the Supplier may only disclose the Confidential Information of the Customer on a confidential basis to:

- (a) Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Supplier's obligations under this Agreement; and
- (b) its professional advisers for the purposes of obtaining advice in relation to this Agreement.

34.3.6 Where the Supplier discloses Confidential Information of the Customer pursuant to Clause 34.3.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

34.3.7 The Customer may disclose the Confidential Information of the Supplier:

- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
- (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement;
- (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause 34.3.7(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
- (f) to a proposed transferee, assignee or novatee of, or successor in title to the Customer,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under Clause 34.3.

34.3.8 Nothing in Clause 34.3 shall prevent a Recipient from using any techniques, ideas or Know-How gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

34.3.9 In the event that the Supplier fails to comply with Clauses 34.3.2 to 34.3.5, the Customer reserves the right to terminate this Agreement for material Default.

#### **34.4 Transparency and Freedom of Information**

34.4.1 The Parties acknowledge that

- (a) the Transparency Reports; and
- (b) the content of this Agreement, including any changes to this Agreement agreed from time to time, except for –
  - (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Customer; and
  - (ii) Commercially Sensitive Information;

(together the “**Transparency Information**”) are not Confidential Information.

- 34.4.2 Notwithstanding any other provision of this Agreement, the Supplier hereby gives its consent for the Customer to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 34.4.3 The Supplier shall assist and co-operate with the Customer to enable the Customer to publish the Transparency Information, including the preparation of the Transparency Reports in accordance this Agreement.
- 34.4.4 If the Customer believes that publication of any element of the Transparency Information would be contrary to the public interest, the Customer shall be entitled to exclude such information from publication. The Customer acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Customer acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to the Supplier.
- 34.4.5 The Customer shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with the Supplier.
- 34.4.6 The Supplier agrees that any Information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to the Customer on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. The Customer may disclose such information under the FOIA and the EIRs and may (except for Commercially Sensitive Information, Confidential Information (subject to Clause 34.3.7(c)) and Open Book Data) publish such Information. The Supplier shall provide to the Customer within 5 working days (or such other period as the Customer may reasonably specify) any such Information requested by the Customer.
- 34.4.7 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its Information disclosure obligations under the FOIA and EIRs;
  - (b) transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
  - (c) provide the Customer with a copy of all Information held on behalf of the Customer requested in the Request for Information which is in its possession or control in the form that

the Customer requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and

- (d) not respond directly to a Request for Information addressed to the Customer unless authorised in writing to do so by the Customer.

34.4.8 The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

#### 34.5 Protection of Personal Data

34.5.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Agreement, the Parties acknowledge that the Customer is the Data Controller and that the Supplier is the Data Processor.

34.5.2 The Supplier shall:

- (a) Process the Personal Data only in accordance with instructions from the Customer to perform its obligations under this Agreement;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, including the measures as are set out in Clauses 34.1 (Security Requirements) and 34.2 (Protection of Customer Data);
- (c) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Agreement);
- (d) take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
  - (i) are aware of and comply with the Supplier's duties under Clause 34.5.2 and Clauses 34.1 (Security Requirements), 34.2 (Protection of Customer Data) and 34.3 (Confidentiality);
  - (ii) 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 Customer or as otherwise permitted by this Agreement;
- (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the DPA); and
  - (iv) have entered into the Census Confidentiality Undertaking (or such other appropriate contractually binding confidentiality undertaking approved by the Customer) or are bound by relevant binding confidentiality undertakings by enactment;
- (e) notify the Customer within five (5) Working Days if it receives:
- (i) from a Data Subject (or third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Customer's obligations under the DPA;
  - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
  - (iii) 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;
- (f) provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made (as referred to at Clause 34.5.2(e)), including by promptly providing:
- (i) the Customer with full details and copies of the complaint, communication or request;
  - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with the Data Subject Access Request within the relevant timescales set out in the DPA; and
  - (iii) the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject; and
- (g) if requested by the Customer, provide a written description of the measures that has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to Clause 34.5.2 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.

34.5.3 The Supplier shall not Process or otherwise transfer any Personal Data in or to a Restricted Country. If, after the Commencement Date, the Supplier or any Sub-Contractor wishes to Process and/or transfer any Personal Data in or to any outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall propose a Change to the Customer which, if it is agreed by the Customer, shall be dealt with in accordance

- with the Change Control Procedure and Clauses 34.5.3(b) to 34.5.3(c);
- (b) the Supplier shall set out in its proposal to the Customer for a Change details of the following:
    - (i) the Personal Data which will be transferred to and/or Processed in or to any Restricted Countries;
    - (ii) the Restricted Countries to which the Personal Data will be transferred and/or Processed;
    - (iii) any Sub-Contractors or other third parties who will be Processing and/or receiving Personal Data in Restricted Countries; and
    - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Customer's compliance with the DPA;
  - (c) in providing and evaluating the Change, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data to any Restricted Countries; and
  - (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
    - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA) into this Agreement or a separate data processing agreement between the Parties; and
    - (ii) procuring that any Sub-Contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Restricted Countries either enters into:
      - (A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or
      - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Sub-Contractor relating to the relevant Personal Data transfer, and
    - (iii) in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the DPA) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

34.5.4 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under the DPA and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of the Customer's obligations under the DPA to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

#### **34.6 Census Data**

34.6.1 The Customer requires that in performing the Services, all Census Data will be managed, controlled and Processed in the UK, by UK/EEA-registered organisations. In order to achieve this, the Supplier shall:

- (a) only manage, control and Process Census Data within the UK; and
- (b) ensure that it is structured so that no Affiliate has access to or control of such Census Data from outside the UK; and
- (c) ensure that it and its Sub-Contractors managing, controlling and/ or Processing Census Data shall be organisations registered in the EEA.

34.6.2 Notwithstanding any other provision of this Agreement, the Supplier shall not, and shall ensure that the Supplier Personnel shall not, Process, access, store or otherwise transfer any Census Data in or to any country outside the United Kingdom.

34.6.3 The Supplier acknowledges and agrees that it has no ownership rights to any Census Data and has no contractual right of access to such data.

34.6.4 The Supplier shall promptly (and in any event within twenty-four (24) hours) upon becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Census Data:

- (a) implement any measures necessary to restore the security of compromised Census Data; and
- (b) assist the Customer to make any notifications to any applicable regulatory body and affected Data Subjects.

34.6.5 The Supplier shall, at all times during and after the Contract Period, fully indemnify the Customer and keep the Customer fully indemnified against all losses and costs of dealing with any claims made in respect of any Information subject to the DPA arising from any breach of the Supplier's obligations under this Clause 34.6 except and to the extent that such liabilities have resulted directly from the Customer's instructions.

### **35. PUBLICITY AND BRANDING**

35.1 The Supplier shall not:

35.1.1 make any press announcements or publicise this Agreement in any way; or

35.1.2 use the Customer's name or brand in any promotion or marketing or announcement of orders,

35.1.3 without Approval (the decision of the Customer to Approve or not shall not be unreasonably withheld or delayed).

35.2 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services and Supplier Property) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

## **I. LIABILITY AND INSURANCE**

### **36. LIABILITY**

#### **36.1 Unlimited Liability**

36.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;
- (c) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be excluded or limited by Law.

36.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clause 33.9 (IPR Indemnity) and in each case whether before or after the making of a demand pursuant to the indemnity therein.

#### **36.2 Financial Limits**

36.2.1 Subject to Clause 36.1 (Unlimited Liability), the Supplier's total aggregate liability:

- (a) In respect of all:
  - (i) Service Credits; and
  - (ii) Compensation for Critical Service Level Failure;  
incurred in any rolling period of 12 Months shall be subject to the Service Credit Cap;
- (b) in respect of all other Losses incurred by the Customer under or in connection with this Agreement as a result of Defaults by the Supplier shall in no event exceed:
  - (i) in relation to any Defaults occurring from the Commencement Date to the end of the first Contract Year, the higher of ten million pounds (£10,000,000) or a sum equal to one hundred and fifty per cent (150%) of the Estimated Year 1 Charges;
  - (ii) in relation to any Defaults occurring in each subsequent Contract Year that commences during the remainder of the Contract Period, the higher of ten million pounds (£10,000,000) in each such Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Charges payable

to the Supplier under this Agreement in the previous Contract Year; and

- (iii) in relation to any Defaults occurring in each Contract Year that commences after the end of the Contract Period, the higher of ten million pounds (£10,000,000) in each such Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Charges payable to the Supplier under this Agreement in the last Contract Year commencing during the Contract Period;
- (iv) in relation to liability arising from Default arising from breach of clause 34.3 (Confidentiality) or Default arising from breach of clause 34.5 (Protection of Personal Data), the higher of twenty million pounds (£20,000,000) in each such Contract Year or a sum equal to one hundred and fifty per cent (150%) of the Charges payable to the Supplier under this Agreement in the last Contract Year commencing during the Contract Period, notwithstanding any other limitation in this clause 36.2.1(b).

36.2.2 Subject to Clauses 36.1 (Unlimited Liability) and 36.2 (Financial Limits) and without prejudice to its obligation to pay the undisputed Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all Losses as a result of Customer Causes shall be limited to:

- (a) in relation to any Customer Causes occurring from the Commencement Date to the end of the first Contract Year, a sum equal to the Estimated Year 1 Charges;
- (b) in relation to any Customer Causes occurring in each subsequent Contract Year that commences during the remainder of the Contract Period, a sum equal to the Charges payable to the Supplier under this Agreement in the previous Contract Year; and
- (c) in relation to any Customer Causes occurring in each Contract Year that commences after the end of the Contract Period, a sum equal to the Charges payable to the Supplier under this Agreement in the last Contract Year commencing during the Contract Period.

### 36.3 Non-recoverable Losses

36.3.1 Subject to Clause 36.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

- (a) indirect, special or consequential Loss;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

### 36.4 Recoverable Losses

36.4.1 Subject to Clause 36.2 (Financial Limits), and notwithstanding Clause 36.3 (Non-recoverable Losses), the Supplier acknowledges that the Customer may, amongst other things, recover from the Supplier the following Losses incurred by the Customer to the extent that they arise as a result of a Default by the Supplier:

- (a) any additional operational and/or administrative costs and expenses incurred by the Customer, including costs relating to time spent by or on behalf of the Customer in dealing with the consequences of the Default;
- (b) any wasted expenditure or charges;
- (c) the additional cost of procuring Replacement Services for the remainder of the Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Agreement;
- (d) any compensation or interest paid to a third party by the Customer; and
- (e) any fine, penalty or costs incurred by the Customer pursuant to Law.

### 36.5 Miscellaneous

- 36.5.1 Each Party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Agreement.
- 36.5.2 Any Deductions shall not be taken into consideration when calculating the Supplier's liability under Clause 36.2 (Financial Limits).
- 36.5.3 Subject to any rights of the Customer under this Agreement (including in respect of an IPR Claim), any claims by a third party where an indemnity is sought by that third party from a Party to this Agreement shall be dealt with in accordance with the provisions of Framework Schedule 20 (Conduct of Claims).

## 37. INSURANCE

- 37.1 This Clause 37 will only apply where specified in the Call Off Order Form or elsewhere in this Agreement.
- 37.2 Notwithstanding any benefit to the Customer of the policy or policies of insurance referred to in Clause 31 (Insurance) of the Framework Agreement, the Supplier shall effect and maintain such further policy or policies of insurance or extensions to such existing policy or policies of insurance procured under the Framework Agreement in respect of all risks which may be incurred by the Supplier arising out of its performance of its obligations under this Agreement.
- 37.3 Without limitation to the generality of Clause 37.2 the Supplier shall ensure that it maintains the policy or policies of insurance as stipulated in the Call Off Order Form.
- 37.4 The Supplier shall effect and maintain the policy or policies of insurance referred to in Clause 37 for six (6) years after the Termination Date.
- 37.5 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in Clause 37 or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 37.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurance policies required under Clause 37 the Customer may make alternative arrangements to

protect its interests and may recover the premium and other costs of such arrangements as a debt due from the Supplier.

37.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liability under this Agreement. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability in relation to the performance of its obligations under this Agreement.

37.8 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 Customer (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.

## **J. REMEDIES AND RELIEF**

### **38. CUSTOMER REMEDIES FOR DEFAULT**

#### **38.1 Remedies**

38.1.1 Without prejudice to any other right or remedy of the Customer howsoever arising (including under Schedule 2 (Specification Document)) and subject to the exclusive financial remedy provisions in Clause 13.6 (Service Levels and Service Credits), if the Supplier commits any Default of this Agreement then the Customer may (whether or not any part of the Services have been delivered) do any of the following:

- (a) at the Customer's option, give the Supplier the opportunity (at the Supplier's expense) to remedy the Default together with any damage resulting from such Default (where such Default is capable of remedy) or to supply Replacement Services and carry out any other necessary work to ensure that the terms of this Agreement are fulfilled, in accordance with the Customer's instructions;
- (b) carry out, at the Supplier's expense, any work necessary to make the provision of the Services comply with this Agreement;
- (c) if the Default is a material Default that is capable of remedy (and for these purposes a material Default may be a single material Default or a number of Defaults or repeated Defaults - whether of the same or different obligations and regardless of whether such Defaults are remedied - which taken together constitute a material Default):
  - (i) instruct the Supplier to comply with the Rectification Plan Process;
  - (ii) suspend this Agreement (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) the Services;

- (iii) without terminating or suspending the whole of this Agreement, terminate or suspend this Agreement in respect of part of the provision of the Services only (whereupon the relevant provisions of Clause 44 (Partial Termination, Suspension and Partial Suspension) shall apply) and step-in to itself supply or procure a third party to supply (in whole or in part) such part of the Services;

38.1.2 Where the Customer exercises any of its step-in rights under Clauses 38.1.1(c)(ii) or 38.1.1(c)(iii), the Customer shall have the right to charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining Replacement Services.

## 38.2 Rectification Plan Process

38.2.1 Where the Customer has instructed the Supplier to comply with the Rectification Plan Process pursuant to Clause 38.1.1(c)(i):

- (a) the Supplier shall submit a draft Rectification Plan to the Customer for it to review as soon as possible and in any event within 10 (ten) Working Days (or such other period as may be agreed between the Parties) from the date of Customer's instructions. The Supplier shall submit a draft Rectification Plan even if the Supplier disputes that it is responsible for the Default giving rise to the Customer's request for a draft Rectification Plan.
- (b) the draft Rectification Plan shall set out:
  - (i) full details of the Default that has occurred, including a cause analysis;
  - (ii) the actual or anticipated effect of the Default; and
  - (iii) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable).

38.2.2 The Supplier shall promptly provide to the Customer any further documentation that the Customer requires to assess the Supplier's root cause analysis. If the Parties do not agree on the root cause set out in the draft Rectification Plan, they will resolve the matter through the Escalation Process. Where the matter has not been resolved through the Escalation Process either Party may then refer the matter to be determined by an expert in accordance with paragraph 5 of Schedule 11 (Dispute Resolution Procedure).

38.2.3 The Customer may reject the draft Rectification Plan by notice to the Supplier if, acting reasonably, it considers that the draft Rectification Plan is inadequate, for example because the draft Rectification Plan:

- (a) is insufficiently detailed to be capable of proper evaluation;
- (b) will take too long to complete;



- (c) will not prevent reoccurrence of the Default; and/or
- (d) will rectify the Default but in a manner which is unacceptable to the Customer.

38.2.4 The Customer shall notify the Supplier whether it consents to the draft Rectification Plan as soon as reasonably practicable. If the Customer rejects the draft Rectification Plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised Rectification Plan. The Supplier shall submit the revised draft of the Rectification Plan to the Customer for review within five (5) Working Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

38.2.5 If the Customer consents to the Rectification Plan, the Supplier shall immediately start work on the actions set out in the Rectification Plan.

### 39. SUPPLIER RELIEF DUE TO CUSTOMER CAUSE

39.1 If the Supplier has failed to:

- 39.1.1 achieve a Deliverable by its Deliverable Date;
- 39.1.2 provide the Services in accordance with the Service Levels;
- 39.1.3 comply with its obligations under this Agreement,

(each a "**Supplier Non-Performance**"),

and can demonstrate that the Supplier Non-Performance would not have occurred but for a Customer Cause, then (subject to the Supplier fulfilling its obligations in Clause 17 (Supplier Notification of Customer Cause)):

- (a) the Supplier shall not be treated as being in breach of this Agreement to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Customer Cause;
- (b) the Customer shall not be entitled to exercise any rights that may arise as a result of that Supplier Non-Performance to terminate this Agreement pursuant to Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause);
- (c) where the Supplier Non-Performance constitutes the failure to achieve a Deliverable by its Deliverable Date:
  - (i) the Deliverable Date shall be postponed by a period equal to the period of Delay that the Supplier can demonstrate was caused by the Customer Cause;
  - (ii) if the Customer, acting reasonably, considers it appropriate, the relevant sections of Schedule 2 (Specification Document) containing the Deliverable Dates shall be amended to reflect any consequential revisions required to subsequent Deliverable Dates resulting from the Customer Cause; and/or
- (d) where the Supplier Non-Performance constitutes a Service Level Failure:
  - (i) the Supplier shall not be liable to accrue Service Credits;

- (ii) the Customer shall not be entitled to any Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure); and
- (iii) the Supplier shall be entitled to invoice for the Charges for the provision of the relevant Services affected by the Customer Cause,

in each case, to the extent that the Supplier can demonstrate that the Service Level Failure was caused by the Customer Cause.

39.2 In order to claim any of the rights and/or relief referred to in Clause 39.1, the Supplier shall:

39.2.1 comply with its obligations under Clause 17 (Notification of Customer Cause); and

39.2.2 within ten (10) Working Days of becoming aware that a Customer Cause has caused, or is likely to cause, a Supplier Non-Performance, give the Customer notice (a "**Relief Notice**") setting out details of:

- (a) the Supplier Non-Performance;
- (b) the Customer Cause and its effect on the Supplier's ability to meet its obligations under this Agreement; and
- (c) the relief claimed by the Supplier.

39.3 Following the receipt of a Relief Notice, the Customer shall as soon as reasonably practicable consider the nature of the Supplier Non-Performance and the alleged Customer Cause and whether it agrees with the Supplier's assessment set out in the Relief Notice as to the effect of the relevant Customer Cause and its entitlement to relief, consulting with the Supplier where necessary.

39.4 Without prejudice to Clause 8.6 (Continuing obligation to provide the Services), if a Dispute arises as to:

39.4.1 whether a Supplier Non-Performance would not have occurred but for a Customer Cause; and/or

39.4.2 the nature and/or extent of the relief claimed by the Supplier,

the Parties will attempt to resolve the matter through the Escalation Process and then either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Supplier Non-Performance.

39.5 Any Change that is required to the Charges pursuant to Clause 39 shall be implemented in accordance with the Change Control Procedure.

#### **40. FORCE MAJEURE**

40.1 Subject to the remainder of Clause 40 (and, in relation to the Supplier, subject to its compliance with any obligations in Clause 15 (Business Continuity and Disaster Recovery)), a Party may claim relief under Clause 40 from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-Contractor or supplier shall be regarded as due to a Force Majeure

Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.

40.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

40.3 If the Supplier is the Affected Party, it shall not be entitled to claim relief under Clause 40 to the extent that consequences of the relevant Force Majeure Event:

40.3.1 are capable of being mitigated by any of the provision of the Services, but the Supplier has failed to do so; and/or

40.3.2 should have been foreseen and prevented or avoided by a prudent provider of goods and/or services similar to the Services, operating to the standards required by this Agreement.

40.4 Subject to Clause 40.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

40.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

40.6 Where, as a result of a Force Majeure Event:

40.6.1 an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:

- (a) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure unless the provision of the Services is materially impacted by a Force Majeure Event which endures for a continuous period of more than ninety (90) days; and
- (b) the Supplier shall not be liable for any Default and the Customer shall not be liable for any Customer Cause arising as a result of such failure;

40.6.2 the Supplier fails to perform its obligations in accordance with this Agreement:

- (a) the Customer shall not be entitled:
  - (i) during the continuance of the Force Majeure Event to exercise its step-in rights under Clause 38.1.1(b) and 38.1.1(c) (Customer Remedies for Default) as a result of such failure;
  - (ii) Not used; and
  - (iii) to receive Service Credits or withhold and retain any of the Charges as Compensation for Critical Service Level Failure pursuant to Clause 14 (Critical Service Level Failure) to the

extent that a Service Level Failure or Critical Service Level Failure has been caused by the Force Majeure Event; and

- (b) the Supplier shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be provided in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.

40.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.

40.8 Relief from liability for the Affected Party under Clause 40 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 40.7.

## **K. TERMINATION AND EXIT MANAGEMENT**

### **41. CUSTOMER TERMINATION RIGHTS**

#### **41.1 Termination in Relation to Call Off Guarantee**

41.1.1 Where this Agreement is conditional upon the Supplier procuring a Call Off Guarantee pursuant to Clause 4 (Call Off Guarantee), the Customer may terminate this Agreement by issuing a Termination Notice to the Supplier where:

- (a) the Call Off Guarantor withdraws the Call Off Guarantee for any reason whatsoever;
- (b) the Call Off Guarantor is in breach or anticipatory breach of the Call Off Guarantee;
- (c) an Insolvency Event occurs in respect of the Call Off Guarantor; or
- (d) the Call Off Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Call Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Customer; or

- (e) the Supplier fails to provide the documentation required by Clause 4.1 by the date so specified by the Customer.

#### **41.2 Termination on Material Default**

41.2.1 The Customer may terminate this Agreement for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure;
- (b) the representation and warranty given by the Supplier pursuant to Clause 3.2.5 (Representations and Warranties) is materially untrue or misleading, and the Supplier fails to provide details of proposed mitigating factors which in the reasonable opinion of the Customer are acceptable;

- (c) as a result of any Defaults, the Customer incurs Losses in any Contract Year which exceed 80% (unless stated differently in the Call Off Order Form) of the value of the Supplier's aggregate annual liability limit for that Contract Year as set out in Clauses 36.2.1(a) and 36.2.1(b) (Liability);
- (d) the Customer expressly reserves the right to terminate this Agreement for material Default, including pursuant to any of the following Clauses: 6.2.3 (Implementation Plan), 8.4.2 (Services), and, 14.1 (Critical Service Level Failure), 16.4 (Disruption), 21.1 (Records, Audit Access and Open Book Data), 24 (Promoting Tax Compliance), 34.3.9 (Confidentiality), 50.6.2 (Prevention of Fraud and Bribery), Paragraph 1.2.4 of the Annex to Part A and Paragraph 1.2.4 of the Annex to Part B of Schedule 10 (Staff Transfer);
- (e) the Supplier commits any material Default of this Agreement which is not, in the reasonable opinion of the Customer, capable of remedy; and/or
- (f) the Supplier commits a Default, including a material Default, which in the opinion of the Customer is remediable but has not remedied such Default to the satisfaction of the Customer in accordance with the Rectification Plan Process.

41.2.2 For the purpose of Clause 41.2.1, a material Default may be a single material Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied) which taken together constitute a material Default.

#### 41.3 Termination in Relation to Financial Standing

41.3.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier where in the reasonable opinion of the Customer there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:

- (a) adversely impacts on the Supplier's ability to supply the Services under this Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Suppliers ability to supply the Services under this Agreement.

#### 41.4 Termination on Insolvency

41.4.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier where an Insolvency Event affecting the Supplier occurs.

#### 41.5 Termination on Change of Control

41.5.1 The Supplier shall notify the Customer immediately in writing and as soon as the Supplier is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control and provided such notification does not contravene any Law.

41.5.2 The Supplier shall ensure that any notification made pursuant to Clause 41.5.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

41.5.3 The Customer may terminate this Agreement by issuing a Termination Notice under Clause 41.5 to the Supplier within six (6) Months of:

- (a) being notified in writing that a Change of Control is anticipated or in contemplation or has occurred; or
- (b) where no notification has been made, the date that the Customer becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

#### 41.6 Termination for breach of Regulations

41.6.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier on the occurrence of any of the statutory provisos contained in Regulation 73 (1) (a) to (c).

#### 41.7 Termination Without Cause

41.7.1 The Customer shall have the right to terminate this Agreement at any time by issuing a Termination Notice to the Supplier giving at least three (3) months written notice (unless stated differently in the Call Off Order Form).

#### 41.8 Termination in Relation to Framework Agreement

41.8.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

#### 41.9 Termination In Relation to Benchmarking

41.9.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in paragraphs 1 and 2 of Framework Schedule 12 (Continuous Improvement and Benchmarking).

#### 41.10 Termination in Relation to Change

41.10.1 The Customer may terminate this Agreement by issuing a Termination Notice to the Supplier for failure of the Parties to agree or the Supplier to implement a Change in accordance with the Change Control Procedure.

## 42. SUPPLIER TERMINATION RIGHTS

#### 42.1 Termination on Customer Cause for Failure to Pay

42.1.1 The Supplier may, by issuing a Termination Notice to the Customer, terminate this Agreement if the Customer fails to pay an undisputed sum due to the Supplier under this Agreement which in aggregate exceeds an amount equal to one month's average Charges (unless a different amount has been specified in the Call Off Order Form), for the purposes of this Clause 42.1.1 (the "**Undisputed Sums Limit**"), and the said undisputed sum due remains outstanding for forty (40) Working Days (the "**Undisputed Sums Time Period**") after the receipt by the Customer of a written notice of non-payment from the Supplier specifying:

- (a) the Customer's failure to pay; and

- (b) the correct overdue and undisputed sum; and
- (c) the reasons why the undisputed sum is due; and
- (d) the requirement on the Customer to remedy the failure to pay; and

this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice), save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under this Agreement including Clause 23.3 (Retention and Set off).

42.1.2 The Supplier shall not suspend the supply of the Services for failure of the Customer to pay undisputed sums of money (whether in whole or in part).

### **43. TERMINATION BY EITHER PARTY**

43.1 Termination for continuing Force Majeure Event

43.1.1 Either Party may, by issuing a Termination Notice to the other Party, terminate this Agreement in accordance with Clause 40.6.1(a) (Force Majeure).

### **44. PARTIAL TERMINATION, SUSPENSION AND PARTIAL SUSPENSION**

44.1 Where the Customer has the right to terminate this Agreement, the Customer shall be entitled to terminate or suspend all or part of this Agreement provided always that, if the Customer elects to terminate or suspend this Agreement in part, the parts of this Agreement not terminated or suspended can, in the Customer's reasonable opinion, operate effectively to deliver the intended purpose of the surviving parts of this Agreement.

44.2 Any suspension of this Agreement under Clause 44.1 shall be for such period as the Customer may specify and without prejudice to any right of termination which has already accrued, or subsequently accrues, to the Customer.

44.3 The Parties shall seek to agree the effect of any Change necessitated by a partial termination, suspension or partial suspension in accordance with the Change Control Procedure, including the effect that the partial termination, suspension or partial suspension may have on the provision of any other Services and the Charges, provided that the Supplier shall not be entitled to:

44.3.1 an increase in the Charges in respect of the provision of the Services that have not been terminated if the partial termination arises due to the exercise of any of the Customer's termination rights under Clause 41 (Customer Termination Rights) except Clause 41.7 (Termination Without Cause); and

44.3.2 reject the Change.

### **45. CONSEQUENCES OF EXPIRY OR TERMINATION**

45.1 Consequences of termination under Clauses 41.1 (Termination in Relation to Guarantee), 41.2 (Termination on Material Default), 41.3 (Termination in Relation to Financial Standing), 41.8 (Termination in Relation to Framework Agreement), 41.9 (Termination in Relation to Benchmarking) and 41.10 (Termination in Relation to Change)

45.1.1 Where the Customer:

(a) terminates (in whole or in part) this Agreement under any of the Clauses referred to in Clause 45.1; and

(b) then makes other arrangements for the supply of the Services,

the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period provided that Customer shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

#### 45.2 Consequences of termination under Clauses 41.7 (Termination without Cause) and 42.1 (Termination on Customer Cause for Failure to Pay)

##### 45.2.1 Where:

(a) the Customer terminates (in whole or in part) this Agreement under Clause 41.7 (Termination without Cause); or

(b) the Supplier terminates this Agreement pursuant to Clause 42.1 (Termination on Customer Cause for Failure to Pay),

the Customer shall indemnify the Supplier against any reasonable and proven Losses which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Agreement, provided that the Supplier takes all reasonable steps to mitigate such Losses. The Supplier shall submit a fully itemised and costed list of such Losses, with supporting evidence including such further evidence as the Customer may require, reasonably and actually incurred by the Supplier as a result of termination under Clause 41.7 (Termination without Cause).

##### 45.2.2 The Customer shall not be liable under Clause 45.2.1 to pay any sum which:

(a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or

(b) when added to any sums paid or due to the Supplier under this Agreement, exceeds the total sum that would have been payable to the Supplier if this Agreement had not been terminated.

#### 45.3 Consequences of termination under Clause 43.1 (Termination for Continuing Force Majeure Event)

45.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Agreement for a continuing Force Majeure Event pursuant to Clause 43.1 (Termination for Continuing Force Majeure Event).

#### 45.4 Consequences of Termination for Any Reason

##### 45.4.1 Save as otherwise expressly provided in this Agreement:

(a) termination or expiry of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under



this Agreement prior to termination or expiration and nothing in this Agreement shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

- (b) termination of this Agreement shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under Clauses 21 (Records, Audit Access & Open Book Data), 33 (Intellectual Property Rights), 34.3 (Confidentiality), 34.4 (Transparency and Freedom of Information) 34.5 (Protection of Personal Data), 36 (Liability), 45 (Consequences of Expiry or Termination), 51 (Severance), 53 (Entire Agreement), 54 (Third Party Rights) 56 (Dispute Resolution) and 57.1 (Governing Law and Jurisdiction), and the provisions of Schedule 1 (Definitions), Schedule 3 (Charges, Payment and Invoicing), Section C2400 (Exit Plan) of Schedule 2 (Specification Document), Schedule 10 (Staff Transfer), Schedule 11 (Dispute Resolution Procedure) and, without limitation to the foregoing, any other provision of this Agreement which expressly or by implication is to be performed or observed notwithstanding termination or expiry shall survive the Termination Date.

#### 45.5 Exit management

- 45.5.1 The Parties shall comply with the exit management provisions set out in Section C2400 (Exit Plan) of Schedule 2 (Specification Document).

### **L. MISCELLANEOUS AND GOVERNING LAW**

#### **46. COMPLIANCE**

##### 46.1 Health and Safety

- 46.1.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety;
- (b) the Customer's health and safety policy (as set out in Section C700 (Health and Safety) of Schedule 2 (Specification Document)) whilst at the Customer Premises; and
- (c) any other health and safety requirements detailed in Schedule 2 (Specification Document).

- 46.1.2 Each Party shall promptly notify the other of as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement.

- 46.1.3 While on the Customer Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Supplier Personnel and other persons working there and any instructions from the Customer on any necessary associated safety measures.

##### 46.2 Equality and Diversity

46.2.1 The Supplier shall:

- (a) perform its obligations under this Agreement (including those in relation to provision of the Services) in accordance with:
  - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
  - (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality Law;
- (b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

46.3 Official Secrets Act and Finance Act

46.3.1 The Supplier shall comply with the provisions of:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

46.4 Environmental Requirements

- 46.4.1 The Supplier shall, when working on the Sites, perform its obligations under this Agreement in accordance with the Environmental Policy of the Customer.
- 46.4.2 The Customer shall provide a copy of its written Environmental Policy (if any) to the Supplier upon the Supplier's written request.
- 46.4.3 The Supplier shall also comply with the environmental and sustainability requirements set out in Section C1500 (Environment Sustainability) of Schedule 2 (Specification Document).

**47. ASSIGNMENT AND NOVATION**

- 47.1 The Supplier shall not assign, novate, Sub-Contract or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement or any part of it without Approval.
- 47.2 The Customer may assign, novate or otherwise dispose of any or all of its rights, liabilities and obligations under this Agreement or any part thereof to:
  - 47.2.1 any other Contracting Authority; or
  - 47.2.2 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
  - 47.2.3 any private sector body which substantially performs the functions of the Customer,

and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 47.2.

47.3 A change in the legal status of the Customer shall not, subject to Clause 47.4 affect the validity of this Agreement and this Agreement shall be binding on any successor body to the Customer.

47.4 If the Customer assigns, novates or otherwise disposes of any of its rights, obligations or liabilities under this Agreement to a private sector body in accordance with Clause 47.2.3 (the “**Transferee**” in the rest of this Clause 47.4) the right of termination of the Customer in Clause 41.4 (Termination on Insolvency) shall be available to the Supplier in the event of insolvency of the Transferee (as if the references to Supplier in Clause 41.4 (Termination on Insolvency) and to Supplier or Framework Guarantor or Call Off Guarantor in the definition of Insolvency Event were references to the Transferee).

#### **48. WAIVER AND CUMULATIVE REMEDIES**

48.1 The rights and remedies under this Agreement may be waived only by notice in accordance with Clause 55 (Notices) 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 right or remedy.

48.2 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.

#### **49. RELATIONSHIP OF THE PARTIES**

49.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

#### **50. PREVENTION OF FRAUD AND BRIBERY**

50.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Supplier Personnel, have at any time prior to the Commencement Date:

50.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

50.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

50.2 The Supplier shall not during the Contract Period:

50.2.1 commit a Prohibited Act; and/or

50.2.2 do or suffer anything to be done which would cause the Customer or any of the Customer’s employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

50.3 The Supplier shall during the Contract Period:

- 50.3.1 establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
  - 50.3.2 keep appropriate records of its compliance with its obligations under Clause 50.3.1 and make such records available to the Customer on request;
  - 50.3.3 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing that the Supplier and all persons associated with it or its Sub-Contractors or other persons who are supplying the Services in connection with this Agreement are compliant with the Relevant Requirements. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request; and
  - 50.3.4 have, maintain and where appropriate enforce an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it and any Supplier Personnel or any person acting on the Supplier's behalf from committing a Prohibited Act.
- 50.4 The Supplier shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 50.1, or has reason to believe that it has or any of the Supplier Personnel have:
- 50.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - 50.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
  - 50.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.
- 50.5 If the Supplier makes a notification to the Customer pursuant to Clause 50.4, the Supplier shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation in accordance with Clause 21 (Records, Audit Access and Open Book Data).
- 50.6 If the Supplier breaches Clause 50.3, the Customer may by notice:
- 50.6.1 require the Supplier to remove from performance of this Agreement any Supplier Personnel whose acts or omissions have caused the Supplier's breach; or
  - 50.6.2 immediately terminate this Agreement for material Default.
- 50.7 Any notice served by the Customer under Clause 50.4 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Agreement shall terminate).

50.8 The Authority and the Customer place the utmost importance on the need to prevent fraud and irregularity in the delivery of this Agreement. The Supplier and its Sub-Contractors are required to:

- a) have an established system that enables the Supplier and the Supplier Personnel to report inappropriate behaviour by colleagues in respect of contract performance claims;
- b) ensure that their performance management systems do not encourage individual staff to make false claims regarding achievement of contract performance targets;
- c) ensure a segregation of duties within the Supplier's or its Sub-Contractor's operation between those employees directly involved in delivering the service/goods performance and those reporting achievement of contract performance to the Authority and the Customer;
- d) ensure that an audit system is implemented to provide periodic checks, as a minimum at six (6) Monthly intervals, to ensure effective and accurate recording and reporting of contract performance.

50.9 The Supplier shall use its best endeavours to safeguard the Authority (if applicable) and Customer's funding of the Agreement against fraud generally and, in particular, fraud on the part of the Supplier's directors, employees or Sub-Contractors. The Supplier shall pay the utmost regard to safeguarding public funds against misleading claims for payment and shall notify the Authority and the Customer immediately if it has reason to suspect that any serious irregularity or fraud has occurred or is occurring.

50.10 If the Supplier or its Supplier Personnel commits Fraud in relation to this or any other contract with the Crown (including the Authority and the Customer) the Authority or the Customer may:

- a) terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Authority or the Customer resulting from the termination, including the cost reasonably incurred by the Authority or the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority or the Customer throughout the remainder of the Contract Period; or
- b) recover in full from the Supplier any other loss sustained by the Authority or the Customer in consequence of any Default of this clause.

50.11 Any act of fraud committed by the Supplier or its Sub-Contractors (whether under this Agreement or any other contract with any other Central Government Body) shall entitle the Authority or the Customer to terminate this Agreement, and any other contract the Authority or the Customer has with the Supplier, by serving written notice on the Supplier.

50.12 If the Authority or the Customer finds that the Supplier has deliberately submitted false claims for Agreement payments with the knowledge of its senior officers the Authority or the Customer will be entitled to terminate this Agreement, or any other contract the Authority or the Customer has with the Supplier, with immediate effect.

## **51. SEVERANCE**

51.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part)

shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

51.2 In the event that any deemed deletion under Clause 51.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably practicable, achieves the Parties' original commercial intention.

51.3 If the Parties are unable to resolve the Dispute arising under Clause 51 within twenty (20) Working Days of the date of the notice given pursuant to Clause 51.2, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to Clause 51.

## 52. FURTHER ASSURANCES

52.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Agreement.

## 53. ENTIRE AGREEMENT

53.1 This Agreement and the documents referred to in it constitute the entire agreement between the Parties in respect of the matter and supersede and extinguish all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

53.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

53.3 Nothing in Clause 53 shall exclude any liability in respect of misrepresentations made fraudulently.

## 54. THIRD PARTY RIGHTS

54.1 The provisions of paragraphs 2.1 and 2.6 of Part A, paragraphs 2.1, 2.6, 3.1 and 3.3 of Part B, paragraphs 2.1 and 2.3 of Part C and paragraphs and 1.4, 2.3 and 2.8 of Part D of Schedule 10 (Staff Transfer) and the provisions of Section 2400 (Exit Plan) of Schedule 2 (Specification Document) (together "**Third Party Provisions**") confer benefits on persons named 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 CRTPA.

54.2 Subject to Clause 54.1, a person who is not a Party to this Agreement has no right under the CRTPA 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.

54.3 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of the Customer, which may, if given, be given on and subject to such terms as the Customer may determine.

54.4 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 54.1 may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

## 55. NOTICES

55.1 Except as otherwise expressly provided within this Agreement, any notices sent under this Agreement must be in writing. For the purpose of Clause 55, an e-mail is accepted as being "in writing".

55.2 Subject to Clause 55.3, 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 delivery	Proof of Service
Email (Subject to Clauses 55.3 and 55.4)	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
Royal Mail Signed For™ 1 <sup>st</sup> 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 on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm)	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt
E-procurement software message (Subject to Clauses 55.3 and 55.4)	9.00am on the first Working Day after sending	Delivered via an attachment to an e-procurement Supplier record without any error message

55.3 The following notices may only be served as an attachment to an email if the original notice is then sent to the recipient by personal delivery or Royal Mail Signed For™ 1<sup>st</sup> Class or other prepaid in the manner set out in the table in Clause 55.2:

55.3.1 any Termination Notice (Clause 41 (Customer Termination Rights)),

55.3.2 any notice in respect of:

- (a) partial termination, suspension or partial suspension (Clause 44 (Partial Termination, Suspension and Partial Suspension)),
- (b) waiver (Clause 48 (Waiver and Cumulative Remedies))
- (c) Default or Customer Cause; and

55.3.3 any Dispute Notice.

55.4 Failure to send any original notice by personal delivery or recorded delivery in accordance with Clause 55.3 shall invalidate the service of the related e-mail transmission. The deemed time of delivery of such notice shall be the deemed time of delivery of the original notice sent by personal delivery or Royal Mail Signed For™ 1st Class delivery (as set out in the table in Clause 55.2) or, if earlier, the time of response or acknowledgement by the other Party to the email attaching the notice.

55.5 Clause 55 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution (other than the service of a Dispute Notice under the Dispute Resolution Procedure).

55.6 For the purposes of Clause 55, the address and email address of each Party shall be as specified in the Call Off Order Form.

## 56. DISPUTE RESOLUTION

56.1 The Parties shall resolve Disputes arising out of or in conjunction with this Agreement in accordance with the Dispute Resolution Procedure. , the Parties shall initially attempt to resolve such matter using reasonable endeavours in accordance with the Escalation Process.

56.2 Notwithstanding Clause 56.1, if:

56.2.1 the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to a process similar to that set out in the Escalation Process;

56.2.2 the Parties are not able to resolve the matter in accordance with the Escalation Process; or

56.2.3 if the Customer deems such matter is a dispute to be resolved in accordance with the Dispute Resolution Procedure,

the matter shall be deemed to be a "**Dispute**" and shall be resolved in accordance with the Dispute Resolution Procedure.

56.3 The Supplier shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

## 57. GOVERNING LAW AND JURISDICTION

57.1 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.

57.2 Subject to Clause 56 (Dispute Resolution) and Schedule 11 (Dispute Resolution Procedure) (including the Customer's right to refer the Dispute to arbitration), the Parties agree that the courts of England and Wales (unless stated differently in the Call Off Order Form) shall have exclusive jurisdiction to settle any Dispute or claim (whether contractual



or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

## SCHEDULE 1: DEFINITIONS

### AGREEMENT DEFINITIONS (PART A)

In accordance with Clause 1 (Definitions and Interpretation) of this Agreement including its recitals the following expressions shall have the following meanings when used in the Agreement:

- "Acceptance Tests"** means any acceptance tests or assurance processes required to be carried out under this Agreement, as further described in the Specification Document and **"Acceptance Testing"** and **"Acceptance Tested"** shall be construed accordingly;
- "Achieve"** means it meets the Minimum Acceptance Criteria for that Deliverable and:
- c) in relation to a Document Deliverable, it has been Approved by the Customer in accordance with the Deliverable Review and Assurance Process set out in Section C2003 (Review and Assurance of a Key Document Deliverable) of the Specification Document; and
  - d) in relation to a Service Deliverable, it has passed any Acceptance Tests for that Service Deliverable and has been Approved by the Customer in accordance with the Deliverable Review and Assurance Process set out in Section C2002 (Review and Assurance of a Service Deliverable) of the Specification Document;
- and **"Achieved"** and **"Achievement"** shall be construed accordingly;
- "Acquired Rights Directive"** means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
- "Additional Clauses"** means the additional Clauses in Schedule 14 (Alternative and/or Additional Clauses) and any other additional Clauses set out in the Call Off Order Form or elsewhere in this Agreement;
- "Affected Party"** means the party seeking to claim relief in respect of a Force Majeure;
- "Affiliates"** 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 agreement between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Alternative Clauses"	means the alternative Clauses in Schedule 14 (Alternative and/or Additional Clauses) and any other alternative Clauses set out in the Call Off Order Form or elsewhere in this Agreement;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Approved Sub-Licensee"	means any of the following: <ul style="list-style-type: none"><li>(a) a Central Government Body;</li><li>(b) any third party providing goods and/or services to a Central Government Body; and/or</li><li>(c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;</li></ul>
"Authority"	means <b>THE MINISTER FOR THE CABINET OFFICE ("Cabinet Office")</b> as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Call Off Guarantee"	means a deed of guarantee that may be required under this Agreement in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 4 (Call Off Guarantee);
"Call Off Guarantor"	means the person acceptable to the Customer to give a Call Off Guarantee;
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Agreement;
"Call Off Procedure"	means the process for awarding a call off contract pursuant to Clause 5 (Call Off Procedure) of the Framework Agreement and Framework Schedule 5 (Call Off Procedure);

<b>"Call Off Tender"</b>	means the tender submitted by the Supplier in response to the Customer's Specification Document following a Further Competition Procedure and set out at Schedule 15 (Call Off Tender);
<b>"Call Off Terms"</b>	means the terms applicable to and set out in Part 2 of this Agreement;
<b>"Census Confidentiality Undertaking"</b>	means the form of confidentiality undertaking (as may be amended from time to time by the Customer), the current version of which is as set out in Appendix 27 (Census Confidentiality Undertaking) to the Specification Document;
<b>"Census Data"</b>	has the meaning given in Clause 34.6 (Census Data);
<b>"Central Government Body"</b>	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: <ul style="list-style-type: none"> <li>(a) Government Department;</li> <li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>(c) Non-Ministerial Department; or</li> <li>(d) Executive Agency;</li> </ul>
<b>"Change Control Procedure"</b>	means the procedure set out in Section C2300 (Change Control Procedure) of the Specification Document;
<b>"Change in Law"</b>	means any change in Law which impacts on the supply of the Services and performance of the Agreement which comes into force after the Commencement Date;
<b>"Change of Control"</b>	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>"Change"</b>	means any change to this Agreement;
<b>"Charges"</b>	means the charges raised under or in connection with this Agreement from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;
<b>"Charging Structure"</b>	means the structure to be used in the establishment of the charging model which is applicable to this Agreement, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
<b>"Commencement Date"</b>	means the date of signature by the last Party to sign this Agreement, which shall also be the date referred to as such in Section B500 (Delivery of the Services) of the

Specification Document;

<b>"Commercially Sensitive Information"</b>	<p>means the Confidential Information listed in the Call Off Order Form (if any) comprising of commercially sensitive information relating to: -</p> <ul style="list-style-type: none"><li>(a) the pricing of the Services;</li><li>(b) details of the Supplier's IPR;</li><li>(c) the Supplier's business and investment plans; and/or</li><li>(d) the Supplier's trade secrets;</li></ul> <p>which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
<b>"Comparable Supply"</b>	<p>means the supply of Services to another customer of the Supplier that are the same or similar to the Services;</p>
<b>"Compensation for Critical Service Level Failure"</b>	<p>has the meaning given to it in Clause 14.2.2 (Critical Service Level Failure);</p>
<b>"Confidential Information"</b>	<p>means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;</p>
<b>"Contact Centre"</b>	<p>means the contact centre operation to be delivered by the Supplier as part of the Services;</p>
<b>"Contract Period"</b>	<p>means the period from the Commencement Date to:</p> <ul style="list-style-type: none"><li>(a) the Expiry Date; or</li><li>(b) such earlier date of termination or partial termination of this Agreement in accordance with the Law or the provisions of this Agreement;</li></ul>
<b>"Contract Year"</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) a period of twelve (12) Months commencing on the Commencement Date; or</li><li>(b) thereafter a period of twelve (12) Months commencing on each anniversary of the Commencement Date,</li></ul> <p>provided that the final Contract Year shall end on the expiry or termination of the Contract Period;</p>
<b>"Contracting"</b>	<p>means the Authority, the Customer and any other bodies</p>

<b>"Authority"</b>	listed in the OJEU Notice;
<b>"Control"</b>	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;
<b>"Controller"</b>	has the meaning given to it in the GDPR;
<b>"Conviction"</b>	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:</p> <p>(a) the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:</p> <ul style="list-style-type: none"> <li>i) base salary paid to the Supplier Personnel;</li> <li>ii) employer's national insurance contributions;</li> <li>iii) pension contributions;</li> <li>iv) car allowances;</li> <li>v) any other contractual employment benefits;</li> <li>vi) staff training;</li> <li>vii) work place accommodation;</li> <li>viii) work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and</li> <li>ix) reasonable recruitment costs, as agreed with the Customer;</li> </ul> <p>(b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include</p>

the cost to be charged in respect of Supplier Assets by the Supplier to the Customer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

- (c) 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 Services;
- (d) Reimbursable Expenses to the extent these have been specified as allowable in the Call Off Order Form and are incurred in delivering any Services where the Charges for those Services are to be calculated on a 'Fixed Price' or 'Firm Price' pricing mechanism (as set out in Framework Schedule 3 (Framework Prices and Charging Structure));

but excluding:

- (a) Overhead;
- (b) financing or similar costs;
- (c) maintenance and support costs to the extent that these relate to maintenance and/or support Services provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;
- (d) taxation;
- (e) fines and penalties;
- (f) amounts payable under Clause 25 (Benchmarking); and
- (g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

<b>"Critical Document Deliverable(s)"</b>	Means those Document Deliverables that are identified as being "Critical Document Deliverables" in Appendices 11-14 of the Specification Document;
<b>"Critical Service Level Failure"</b>	means any instance of critical service level failure specified in the Call Off Order Form;
<b>"Crown Body"</b>	means any department, office or executive agency of the Crown;
<b>"Crown"</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers

and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

- "CRTPA"** means the Contracts (Rights of Third Parties) Act 1999;
- "Customer Assets"** means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Services;
- "Customer Background IPR"** means:
- (a) IPRs owned by the Customer before the Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures;
  - (b) IPRs created by the Customer independently of this Agreement; and/or
  - (c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;
- "Customer Cause"** means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Agreement and in respect of which the Customer is liable to the Supplier;
- "Customer Data"** means:
- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which:
    - i) are supplied to the Supplier by or on behalf of the Customer; or
    - ii) the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
  - (b) any Personal Data for which the Customer is the Data Controller;
- "Customer Manager"** means the representative appointed by the Customer from time to time in relation to this Agreement;



<b>"Customer's Confidential Information"</b>	<p>means:</p> <p>(a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR);</p> <p>(b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Customer's attention or into the Customer's possession in connection with this Agreement; and</p> <p>(c) information derived from any of the above;</p>
<b>"Data Controller"</b>	Has the meaning given to it in the GDPR;
<b>"Data Loss Event"</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
<b>"Data Protection Legislation"</b>	<p>(a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</p> <p>(b) the DPA 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy;</p> <p>(c) all applicable Law about the processing of personal data and privacy;</p>
<b>"Data Protection Officer"</b>	has the meaning given in the Data Protection Legislation;
<b>"Data Subject Access Request"</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;
<b>"Data Subject"</b>	has the meaning given to it in the GDPR;
<b>"Deductions"</b>	means all Service Credits or any other deduction which the Customer is paid or is payable under this Agreement;
<b>"Default"</b>	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Agreement in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any

Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Agreement and in respect of which the Supplier is liable to the Customer;

- "Delay"** means:
- (a) a delay in the design, development, testing or implementation of a Deliverable by the relevant Deliverable Date set out in Schedule 2 (Specification Document); or
  - (b) any other delay in the performance of the Services;
- "Deliverable Date"** means the date by which the Deliverable must be achieved, and includes those dates set out in Sections B600 (Mobilisation and Planning Period (Period A)) to B900 (Service Review and Closure (Exit) Period (Period C)) of the Specification Document;
- "Deliverable(s)"** means a Document Deliverable and/or as Service Deliverable (as the context requires);
- "Disclosing Party"** means a Party which discloses or makes available directly or indirectly its Confidential Information to the Recipient;
- "Dispute Notice"** means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute as further set out in Section C800 (Escalation Process) of Schedule 2 (Specification Document);
- "Dispute Resolution Procedure"** means the dispute resolution procedure set out in Schedule 11 (Dispute Resolution Procedure);
- "Dispute"** means any dispute, difference or question of interpretation arising out of or in connection with this Agreement including any dispute, difference or question of interpretation relating to the Services or any failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
- "Documentation"** means descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) as:
- (a) is required to be supplied by the Supplier to the Customer under this Agreement;

- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services;
- (c) is required by the Supplier in order to provide the Services; and/or
- (d) has been or shall be generated for the purpose of providing the Services;

**"Document Deliverable"**

an item or document to be delivered by the Supplier at or before a Deliverable Date or at any other stage during the performance of this Agreement, including those set out in Section B500 (Delivery of the Services) to B900 (Service Review and Closure (Exit) Period (Period C) of the Specification Document and including Critical Document Deliverables;

**"DOTAS"**

means 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 by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

**"Due Diligence Information"**

means any information supplied to the Supplier by or on behalf of the Customer prior to the Commencement Date;

**"Employee Liabilities"**

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

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;

- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;
- (f) claims whether in tort, contract or statute or otherwise;
- (g) 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;

<b>"Employment Regulations"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
<b>"Environmental Information Regulations or EIRs"</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
<b>"Environmental Policy"</b>	means 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 Customer and/or any other requirements set out in Section C1500 (Environment and Sustainability) of Schedule 2 (Specification Document);
<b>"Escalation Process"</b>	means the process detailed in Section C800 (Escalation Process) of the Specification Document;
<b>"Estimated Year 1 Charges"</b>	means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Charges from the Commencement Date until the end of the first

	Contract Year stipulated in the Call Off Order Form;
<b>"Expedited Dispute Timetable"</b>	means the timetable set out in paragraph 7 of Schedule 11 (Dispute Resolution Procedure);
<b>"Expert Determination"</b>	means the process set out in paragraph 5 of Schedule 11 (Dispute Resolution Procedure);
<b>"Expiry Date"</b>	means the date specified as such in Section B500 (Delivery of the Services) of the Specification Document;
<b>"Extension Period"</b>	means such period or periods up to a maximum of the number of years in total as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off Order Form;
<b>"FOIA"</b>	means the Freedom of Information Act 2000 as amended from time to time 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;
<b>"Force Majeure Event"</b>	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain;
<b>"Force Majeure Notice"</b>	means 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;
<b>"Force Majeure"</b>	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> <li>(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 this Agreement;</li> <li>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> </ul>

- (c) acts of the Crown, local government or Regulatory Bodies;
- (d) fire, flood or any disaster; and
- (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
  - i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and
  - ii) 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; and
  - iii) any failure of delay caused by a lack of funds;

<b>"Former Supplier"</b>	means a supplier supplying the Services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
<b>"Framework Agreement"</b>	means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;
<b>"Framework Commencement Date"</b>	means 1 June 2017;
<b>"Framework Price(s)"</b>	means the price(s) applicable to the provision of the Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
<b>"Framework Schedule"</b>	means a schedule to the Framework Agreement;
<b>"Fraud"</b>	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
<b>"Further Competition Procedure"</b>	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679);

<b>"General Anti-Abuse Rule"</b>	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
<b>"General Change in Law"</b>	means 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;
<b>"Good Industry Practice"</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>"Government Procurement Card"</b>	means the Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> ;
<b>"Government"</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>"Halifax Abuse Principle"</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>"HMRC"</b>	means Her Majesty's Revenue and Customs;
<b>"Holding Company"</b>	has the meaning given to it in section 1159 of the Companies Act 2006;
<b>"ICT Policy"</b>	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000 as amended from time to time;
<b>"Initial Period"</b>	means the initial term of this Agreement from the Commencement Date to the end date of the initial term stated in the Call Off Order Form;

**"Insolvency Event"** means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- (i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

**"Intellectual Property Rights" or "IPR"** means

- (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, designs, Know-How, trade secrets and other rights in Confidential Information;

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"IPR Claim"** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer (including any claims arising from the publication of the Project Specific IPRs as Open Source) in the fulfilment of its obligations under this Agreement;

**"Key Performance Indicators" or "KPIs"** means the key performance indicators that the Supplier is to meet in performing the Services, as set out in Table 2 in Annex 1 to Part A of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

**"Key Role(s)"** has the meaning given to it in Clause 26.2 (Key Personnel);

**"Key Sub-Contract"** means each Sub-Contract with a Key Sub-Contractor;

**"Key Sub-Contractor"** means any Sub-Contractor:

(a) listed in Framework Schedule 7 (Key Sub-Contractors);

(b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or

(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement;

**"Know-How"** means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;

<b>"Law"</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>"Losses"</b>	means 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 <b>"Loss"</b> shall be interpreted accordingly;
<b>"Malicious Software"</b>	means 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;
<b>"Man Day"</b>	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>"Man Hours"</b>	means the hours spent by the Supplier Personnel properly working on the provision of the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
<b>"Minimum Acceptance Criteria"</b>	means the minimum criteria that shall be applied by the Customer to assess whether a Deliverable meets the requirements that the Customer has for that Deliverable, as more accurately described in Section B500 (Delivery of the Services) of the Specification Document;
<b>"Month(s)"</b>	means a calendar month and <b>"Monthly"</b> shall be interpreted accordingly;
<b>"Occasion of Tax Non-Compliance"</b>	means: <ul style="list-style-type: none"> <li>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or</li> </ul> </li> </ul>

similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

- ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or

- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;

**"Open Book Data"**

means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Agreement, including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all goods and/or services;

- (b) operating expenditure relating to the provision of the Services including an analysis showing:

- i) the unit costs and quantity of goods and any other consumables and bought-in goods and/or services;

- ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;

- iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and

- iv) Reimbursable Expenses, if allowed under the Call Off Order Form;

- (c) Overheads;

- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;

- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service period;

<b>"Open Source"</b>	means computer software, computer program, and any other material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open source licence;
<b>"Open Standards"</b>	means the open standards principles as described by Government and further detailed at <a href="https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</a> (as may be updated from time to time);
<b>"Order"</b>	means the order for the provision of the Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Agreement;
<b>"Others"</b>	means together Other Suppliers and Other Third Parties;
<b>"Overhead"</b>	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor'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 Personnel and accordingly included within limb (a) of the definition of "Costs";
<b>"Parent Company"</b>	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or

	amendment thereto;
<b>"Partial Termination"</b>	means the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services;
<b>"Partnering Charter"</b>	means the document set out in Appendix 2 (Partnering Charter) to the Specification Document;
<b>"Party"</b>	means the Customer or the Supplier and <b>"Parties"</b> shall mean both of them;
<b>"Performance Indicators" or "PIs"</b>	means the performance indicators that the Supplier is to meet in performing the Services, as set out in Table 3 in Annex 1 to Part A of Schedule 6;
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR;
<b>"Personal Data"</b>	has the meaning given to it in the GDPR;
<b>"Processing"</b>	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing and <b>"Process"</b> and <b>"Processed"</b> shall be interpreted accordingly;
<b>"Processor"</b>	has the meaning given to it in the GDPR;
<b>"Programme"</b>	means the Customer's 'Census Transformation Programme' as set out in Section A300 (Census Transformation Programme) of the Specification Document;
<b>"Prohibited Act"</b>	means any of the following: <ul style="list-style-type: none"> <li>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity; or</li> <li>ii) reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</li> <li>(c) committing any offence:</li> </ul>

- i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
- ii) under legislation or common law concerning fraudulent acts; or
- iii) defrauding, attempting to defraud or conspiring to defraud a Contracting Authority or other public body; or
- iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

**"Project Specific IPR Items"** means the items in which the Project Specific IPRs subsist;

**"Project Specific IPR"** means:

- (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) IPR in or arising as a result of the performance of the Supplier's obligations under this Agreement and all updates and amendments to the same;

but shall not include the Supplier Background IPR;

**"Recipient"** mean the Party which receives or obtains directly or indirectly Confidential Information from the Disclosing Party);

**"Rectification Plan Process"** means the process set out in Clause 38.2 (Rectification Plan Process);

**"Rectification Plan"** means the rectification plan pursuant to the Rectification Plan Process;

**"Regulations"** means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;

**"Reimbursable Expenses"** has the meaning given to it in Schedule 3 (Charges, Payment and Invoicing);

**"Relevant Conviction"** means a Conviction that is relevant to the nature of the Services to be provided or as specified in the Call Off Order Form;

<b>"Relevant Requirements"</b>	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Tax Authority"</b>	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>"Relevant Transfer Date"</b>	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>"Relevant Transfer"</b>	means a transfer of employment to which the Employment Regulations applies;
<b>"Relief Notice"</b>	has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
<b>"Replacement Sub-Contractor"</b>	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>"Replacement Supplier(s)"</b>	means any third-party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;
<b>"Request for Change" or "RFC"</b>	means as set out in Section C2300 (Change Control Procedure) of the Specification Document;
<b>"Request for Information"</b>	means a request for information or an apparent request relating to this Agreement or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
<b>"Restricted Countries"</b>	means a country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;
<b>"Schedule"</b>	means a schedule to this Agreement;
<b>"Security Policy Framework"</b>	the current HMG Security Policy Framework that can be found at <a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a> ;
<b>"Service Credits"</b>	means any service credits specified in Section B500 (Delivery of the Services) of Schedule 2 (Specification Document) being payable by the Supplier to the Customer

in respect of any failure by the Supplier to meet one or more Service Levels;

<b>"Service Failure"</b>	means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;
<b>"Service Level Failure"</b>	means a failure to meet the Service Levels;
<b>"Service Levels"</b>	means any service credits specified in Annex 1 to Part A of Schedule 6 (Service Levels, Service Credits and Performance Monitoring) as being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Transfer Date"</b>	means the date of a Service Transfer;
<b>"Service Transfer"</b>	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
<b>"Services"</b>	means the services to be provided by the Supplier to the Customer as set out in the Specification Document;
<b>"Specific Change in Law"</b>	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
<b>"Specification Document"</b>	means the document setting out the Customer's requirements for the Services as contained in Schedule 2 of this Agreement, including its Appendices and Annexures;
<b>"Staffing Information"</b>	has the meaning give to it in Schedule 10 (Staff Transfer);
<b>"Standards"</b>	means any:  (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;  (b) standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key



	Performance Indicators);
	(c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time;
	(d) relevant Government codes of practice and guidance applicable from time to time;
<b>"Sub-Contract"</b>	means any contract or agreement (or proposed contract or agreement) pursuant to which a third party:
	(a) provides the Services (or any part of them);
	(b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or
	(c) is responsible for the management, direction or control of the provision of the Services (or any part of them),
	and <b>"Sub-Contracted"</b> shall be construed accordingly;
<b>"Sub-Contractor(s)"</b>	means a third-party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>"Supplier Assets"</b>	means all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Customer Assets;
<b>"Supplier Background IPR"</b>	means
	(a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or
	(b) Intellectual Property Rights created by the Supplier independently of this Agreement;
<b>"Supplier Non-Performance"</b>	has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);
<b>"Supplier Profit Margin"</b>	means, in relation to a period or a Deliverable (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Deliverable divided by the total Charges over the same period or in relation to the relevant Deliverable and expressed as a percentage;
<b>"Supplier Profit"</b>	means, in relation to a period or a Deliverable (as the context requires), the difference between the total Charges

(in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Deliverable;

**"Supplier Property"** means 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 Customer) in the performance of its obligations under this Agreement as is further specified in Section B1500 (Items to be provided by the Supplier for use by the Customer or Other Suppliers) of Specification Document;

**"Supplier Representative"** means the representative appointed by the Supplier named in the Call Off Order Form;

**"Supplier"** means the person, firm or company with whom the Customer enters into this Agreement as identified in the Call Off Order Form;

**"Supplier's Confidential Information"** means

- (a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier;
- (b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Agreement;
- (c) information derived from any of the above;

**"Template Call Off Order Form"** means the template Call Off Order Form in Annex 1 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);

**"Template Call Off Terms"** means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);

**"Tender"** means the tender submitted by the Supplier to the Authority, a copy of which is annexed or referred to in Framework Schedule 21;

**"Termination Date"** means the date of termination or expiry of the Agreement;

**"Termination"** means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the

<b>"Notice"</b>	intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
<b>"Third Party IPR"</b>	means Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Services;
<b>"Transferring Customer Employees"</b>	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>"Transferring Supplier Employees"</b>	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>"Transparency Reports"</b>	means any reports relating to the Services and performance of this Agreement which the Supplier is required to provide to the Customer in accordance with the reporting requirements in this Agreement;
<b>"Undisputed Sums Time Period"</b>	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
<b>"Valid Invoice"</b>	means an approved invoice issued by the Supplier to the Customer that complies with the invoicing procedure in Annex 2 of Schedule 3 (Charges, Payment and Invoicing);
<b>"VAT"</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>"Worker"</b>	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> applies in respect of the Services;
<b>"Working Day"</b>	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by Parties in this Agreement.

## SPECIFICATION DEFINITIONS (PART B)

1. In accordance with Clause 1 (Definitions and Interpretation) of this Agreement including its recitals the following expressions shall have the following meanings when used in the Specification Document:

<b>"2019 Rehearsal"</b>	means the Census rehearsal which takes place during 'Programme Tranche 2' as set out in Section A300 (Census Transformation Programme) of the Specification Document and is the activity where the planned Census processes and procedures for the 2021 Census are tested;
<b>"Acceptance Testing"</b>	means any acceptance tests or assurance processes required to be carried out under this Agreement, as further described in the Specification Document and "Acceptance Testing" and "Acceptance Tested" shall be construed accordingly;
<b>"Achieve"</b>	means it meets the Minimum Acceptance Criteria for that Deliverable and:  (a) in relation to a Document Deliverable, it has been Approved by the Customer in accordance with the Deliverable Review and Assurance Process set out in Section C2003 (Review and Assurance of a Key Document Deliverable) of the Specification Document; and  (b) in relation to a Service Deliverable, it has passed any Acceptance Tests for that Service Deliverable and has been Approved by the Customer in accordance with the Deliverable Review and Assurance Process set out in Section C2002 (Review and Assurance of a Service Deliverable) of the Specification Document;  and "Achieved" and "Achievement" shall be construed accordingly;
<b>"Affiliate"</b>	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 with, that body corporate from time to time;
<b>"After Action Review"</b>	means a structured review or de-brief process for analysing what happened, why it happened, and how it could be done better by the participants and those responsible for the Agreement;
<b>"Agreement"</b>	means this agreement between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
<b>"Approval"</b>	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
<b>"Audit(s)"</b>	means any exercise by the Customer of its Audit rights pursuant to Clause 21 and Section C1600 (Records and Audit) of the

	Specification Document;
<b>"Auditor(s)"</b>	means: <ul style="list-style-type: none"> <li>(a) the Customer's internal and external auditors;</li> <li>(b) the Customer's statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>(d) HM Treasury or the Cabinet Office;</li> <li>(e) any party formally appointed by the Customer to carry out audit or similar review functions; and</li> <li>(f) successors or assigns of any of the above;</li> </ul>
<b>"BAB"</b>	means the Customer's 'Business Architecture Branch' of the Programme;
<b>"Breach of Security"</b>	means the occurrence of: <ul style="list-style-type: none"> <li>(a) any unauthorised access to or use of the Services, the Sites, any information communication technology ("ICT"), information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Agreement; and/or</li> <li>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Agreement,</li> </ul> <p>in either case as more particularly set out in the Security Policy;</p>
<b>"Business Area Lead"</b>	means the person appointed by the Customer to lead a Business Area, and more accurately described in Section B1202 (Personnel) of the Specification Document;
<b>"Business Area"</b>	means a division of the Customer's Programme organisation that is typically either: a) responsible for the delivery of a Project (or series of products); or b) responsible for the provision of a corporate service to the Programme;
<b>"Business Areas"</b>	means any individual project or work stream within the Programme;
<b>"Business Continuity and Disaster Recovery (BCDR) Plan" or "BCDR Plan"</b>	means the plan prepared pursuant to Section C1900 (Business Continuity and Disaster Recovery (BCDR)) of the Specification Document;
<b>"Business Continuity Plan"</b>	means the plan defined as such in Section C1900 (Business Continuity and Disaster Recovery (BCDR)) of the Specification

	Document;
<b>"Business Continuity Services"</b>	has the meaning given to it in Section C1904 (Part B of BCDR Plan ("Business Continuity Plan")) of the Specification Document;
<b>"Call Off Order Form"</b>	means the order form applicable to and set out in Part 1 of this Agreement;
<b>"Call Off Terms"</b>	means the terms applicable to and set out in Part 2 of this Agreement;
<b>"Cashflow Forecast"</b>	means as set out in Section C600 (Financial Management and Reporting) of the Specification Document;
<b>"Census Confidentiality Undertaking"</b>	means the form of confidentiality undertaking (as may be amended from time to time by the Customer), the current version of which is as set out in Appendix 27 (Census Confidentiality Undertaking) to the Specification Document;
<b>"Census Coverage Survey" or "CCS"</b>	means an independent face to face survey of a sample of the population of England and Wales carried out by the Customer to enable Census population counts to be adjusted for under-enumeration at the national, local and small area level;
<b>"Census Data"</b>	means the information gathered from completed Census questionnaires. The information is deemed to be Census Data from the point at which an individual completes their questionnaire and is protected by the Statistics and Registration Services Act 2007 and the 1920 Census Act;
<b>"Census Day"</b>	means the day the Census will take place, the date of which will be confirmed by the Customer in due course. This is the point in time to which all information captured on Census questionnaires should relate;
<b>"Census Operation"</b>	means the activities that comprise Programme Tranche 3, as more accurately described in Section A305 (Programme Tranches) of the Specification Document;
<b>"Census Period"</b>	means the period following the Census Day in which Census questionnaires are completed;
<b>"Census"</b>	a survey of the UK population. It provides detailed information and statistics that drive future decisions and the direction of the country. The census is unique and touches every individual and household in the UK. ONS carries out the census for England and Wales. NISRA carries out the census for Northern Ireland;
<b>"Change Control Procedure"</b>	means the procedure set out in Section C2300 (Change Control Procedure) of the Specification Document;
<b>"Change"</b>	means any change to this Agreement;
<b>"Charges"</b>	means the charges raised under or in connection with this Agreement from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;

<b>"Charging Structure"</b>	means the structure to be used in the establishment of the charging model which is applicable to this Agreement, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
<b>"Collaborative Behaviours"</b>	means as set out in Section A403 (Collaborative Behaviours) of the Specification Document;
<b>"Commencement Date"</b>	means the date of signature by the last Party to sign this Agreement, which shall also be the date referred to as such in Section B500 (Delivery of the Services) of the Specification Document;
<b>"Commercial Director"</b>	means the person appointed by the Customer to act as Commercial Director, for the purposes of the Escalation Process set out in Section C800 (Escalation Process) of the Specification Document;
<b>"Commercial Manager"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Commercial Services"</b>	means the division of the Customer's organisation that is responsible for the management of all of the Customer's commercial (procurement, contracts management, and supplier management) activity;
<b>"Component"</b>	means an individual component of an overall system to be tested;
<b>"Confidential Information"</b>	means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
<b>"Contract Change Notification" or "CCN"</b>	means as set out in Section C2300 (Change Control Procedure) of the Specification Document;
<b>"Contract Manager"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Contract Period"</b>	means the period from the Commencement Date to: <ul style="list-style-type: none"> <li>(a) the Expiry Date; or</li> <li>(b) such earlier date of termination or partial termination of this Agreement in accordance with the Law or the provisions of this Agreement;</li> </ul>
<b>"Contract Year"</b>	means: <ul style="list-style-type: none"> <li>(a) a period of twelve (12) Months commencing on the Commencement Date; or</li> <li>(b) thereafter a period of twelve (12) Months commencing on each anniversary of the Commencement Date,</li> </ul> <p>provided that the final Contract Year shall end on the expiry or termination of the Contract Period;</p>
<b>"Control"</b>	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;

<b>"COS"</b>	means the Commercial Operating Standards;
<b>"Critical Document Deliverable(s)"</b>	means those Document Deliverables that are identified as being "Critical Document Deliverables" in Appendices 11-14 of the Specification Document;
<b>"Critical Service Level Failure"</b>	means any instance of critical service level failure specified in the Call Off Order Form;
<b>"CTP Milestone Change Control Process"</b>	means the process which ensures alignment of milestone changes to plan and to accurately understand impact and consequence of any material Programme schedule changes;
<b>"Customer Data"</b>	means: <ul style="list-style-type: none"><li>(a) the data, reports, findings, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:<ul style="list-style-type: none"><li>i) are supplied to the Supplier by or on behalf of the Customer; and/or</li><li>ii) the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</li></ul></li><li>(b) any Personal Data for which the Customer is the Data Controller;</li></ul>
<b>"Customer Lead"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Customer Manager"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Customer Premises"</b>	means the Customer premises located at either Titchfield, Newport and London or such other premises as notified by the Customer to the Supplier from time to time;
<b>"Customer Property"</b>	means any property, other than real property and IPR, including any equipment issued or made available to the Supplier by the Customer in connection with this Agreement as is further specified in Section B1400 (Items to be provided to (and for the use by) the Supplier) of Specification Document;
<b>"Customer Responsibilities"</b>	the obligations on the Customer to provide the items or undertake activities set out in Section B1400 of the Specification Document (Items to be provided to (and for the use by) the Supplier);
<b>"Customer's Head Office"</b>	means the Customer's Newport Office;
<b>"Customer's London"</b>	means as set out in Section C100 (Customer Premises) of the



<b>Offices"</b>	Specification Document;
<b>"Customer's Newport Offices"</b>	means as set out in Section C100 (Customer Premises) of the Specification Document;
<b>"Customer's PMO"</b>	means the central Programme Management Office (PMO) responsible for Programme management and control;
<b>"Customer's Security Representative"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Customer's Titchfield Offices"</b>	means as set out in Section C100 (Customer Premises) of the Specification Document;
<b>"Default"</b>	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Agreement in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Agreement and in respect of which the Supplier is liable to the Customer;
<b>"Deliverable Date"</b>	means the date by which the Deliverable must be achieved, and includes those dates set out in Sections B600 (Mobilisation and Planning Period (Period A)) to B900 (Service Review and Closure (Exit) Period (Period C)) of the Specification Document;
<b>"Deliverable Review and Assurance Process"</b>	means as set out in Section C2000 (Deliverable Review and Assurance Process) of the Specification Document;
<b>"Deliverable(s)"</b>	means a Document Deliverable and/or as Service Deliverable (as the context requires);
<b>"Deputy Director of Operations"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Design Interface Management Meeting"</b>	means the meeting described in Section B1107 (Design Meetings) of the Specification Document;
<b>"Design Validation"</b>	means as set out in Section C2504 of the Specification Document;
<b>"Devolved Administration(s)"</b>	means those bodies detailed in Section A200 (The Devolved Administrations) of the Specification Document;
<b>"Digital Services and Technology Plan"</b>	means the plan defined as such in Section C1409 (Design Services and Technology Plan) of the Specification Document;
<b>"Director of Population and Public Policy Operations"</b>	means that set out in Section B1200 (Personnel) of the Specification Document;
<b>"Disaster Recovery Plan"</b>	means the plan defined as such in Section C900 (Security and Information Assurance) of the Specification Document;
<b>"Disaster Recovery"</b>	means the system embodied in the processes and procedures

<b>System"</b>	for restoring the provision of the Services following the occurrence of a disaster;
<b>"Disaster"</b>	an unplanned event or circumstance resulting in an material interruption to or inaccessibility to all of or part of the Services;
<b>"Dispute Notice"</b>	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute, as further set out in Section C800 (Escalation Procedure) of the Specification Document;
<b>"Dispute Resolution Procedure"</b>	means the dispute resolution procedure set out in Schedule 11 (Dispute Resolution Procedure);
<b>"Document Deliverable(s)"</b>	an item or document to be delivered by the Supplier at or before a Deliverable Date or at any other stage during the performance of this Agreement, including those set out in Section B500 (Delivery of the Services) to B900 (Service Review and Closure (Exit) Period (Period C) of the Specification Document and including Critical Document Deliverables;
<b>"DPA 2018"</b>	Data Protection Act 2018;
<b>"Early Notification"</b>	has the meaning given in Section B300 (Early Notification of Risks);
<b>"Enhanced Security Requirements"</b>	means as set out in Section C900 (Security and Information Assurance) of the Specification Document;
<b>"Environment Sustainability Plan"</b>	means a plan submitted by the Supplier dealing their environmental sustainability;
<b>"Escalation Process"</b>	means the process detailed in Section C800 (Escalation Process) of the Specification Document;
<b>"Exclusive Assets"</b>	means Supplier Assets which are used by the Supplier or a Key Sub-Contractor which are used exclusively in the provision of the Services;
<b>"Exit Information"</b>	means as set out in Section C2403 (Obligations to assist on retendering the Services) of the Specification Document;
<b>"Exit Plan"</b>	means the plan produced and updated by the Supplier during the Contract Period in accordance with Section C2400 (Exit Planning) of the Specification Document;
<b>"Expiry Date"</b>	means the date specified as such in Section B500 (Delivery of the Services) of the Specification Document;
<b>"Financial Transparency Objectives"</b>	has the meaning set out in Section C600 (Financial Management and Reporting) of the Specification Document;
<b>"Force Majeure Event"</b>	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take

	reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain;
<b>"Good Industry Practice"</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably and ordinarily expected at such time from a skilled and experienced body engaged within the relevant industry or business sector;
<b>"Government"</b>	means the government of the United Kingdom;
<b>"H&amp;S Plan"</b>	means the plan described in Section C706 (Health and Safety Plan) of the Specification Document;
<b>"H&amp;S"</b>	means 'health and safety';
<b>"Health and Safety File"</b>	means as set out in Section C700 (Health and Safety (H&S)) of the Specification Document;
<b>"Health and Safety Policy"</b>	means a policy detailing an organisation's policy regarding Health and Safety as further defined in Section C703 of the Specification Document (Health and Safety Policy);
<b>"ICT"</b>	means 'information and communications technology';
<b>"Impact Assessment"</b>	means as set out in Section C2300 (Change Control Procedure) of the Specification Document;
<b>"Implementation Plan"</b>	means as set out in B600 (Mobilisation and Planning Period (Period A)) of the Specification Document and Appendix 11 to the Specification Document;
<b>"Intellectual Property Right(s)" or "IPR(s)"</b>	means: <ul style="list-style-type: none"> <li>(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 names, designs, Know-How, trade secrets and other rights in Confidential Information;</li> <li>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</li> <li>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</li> </ul>
<b>"Interface Management Plan"</b>	means as set out in Section B1305 (Interface Management Plan) of the Specification Document;
<b>"ISMS"</b>	means the information security management system and process developed by the Supplier in accordance with Section

	C900 (Security and Information Assurance) of the Specification Document (as may be updated from time to time);
<b>"Key Performance Indicators" or "KPIs"</b>	means the key performance indicators that the Supplier is to meet in performing the Services, as set out in Table 2 in Annex 1 to Part A of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>"Key Personnel"</b>	means the Supplier Personnel who are considered by the Customer to be an integral part of the performance of the Services;
<b>"Key Role(s)"</b>	has the meaning given to it in Clause 26.2 (Key Personnel);
<b>"Key Sub-Contract"</b>	means each Sub-Contract with a Key Sub-Contractor;
<b>"Key Sub-Contractor"</b>	means any Sub-Contractor: <ul style="list-style-type: none"> <li>(a) listed in Framework Schedule 7 (Key Sub-Contractors);</li> <li>(b) which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</li> <li>(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement;</li> </ul>
<b>"Key Supplier Meeting"</b>	a meeting designed to ensure that all Key Suppliers are able (and continue) to work closely both with the Customer and amongst other Key Suppliers in order to assist the Customer with delivering the Programme. At Key Supplier Meetings, the Customer and Key Suppliers will discuss matters and issues arising in the Programme that are of relevance to the Key Suppliers;
<b>"Key Supplier"</b>	means a supplier identified by the Customer as having a significant influence on the successful delivery of the Programme and accordingly is subject to the provisions of section B1700 of the Specification Document. The Programme will involve a large number of supplier organisations working with the Customer's own staff and organisation in order to deliver the Programme Vision and the Programme Objectives. Several of the supplier organisations, however, will likely have a greater influence on the successful delivery of the Programme, by virtue of either the size, scale or scope of the services being provided by the Supplier. <p>The Customer expects to develop strong relationships with these Key Suppliers, a relationship that will be built on mutual trust and support, but one which will be tested regularly during the delivery of the 2019 Rehearsal and the 2021 Census. The Customer confirms that the Supplier is a Key</p>

	Supplier;
<b>"Laws"</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>"Minimum Acceptance Criteria"</b>	means the minimum criteria that shall be applied by the Customer to assess whether a Deliverable meets the requirements that the Customer has for that Deliverable, as more accurately described in Section B500 (Delivery of the Services) of the Specification Document;
<b>"Mobilisation and Planning Period"</b>	means the period set out in Section B601 of the Specification Document;
<b>"Month(s)"</b>	means a calendar month and "Monthly" shall be interpreted accordingly;
<b>"Monthly Cost Report"</b>	means as set out in Section C600 (Financial Management and Reporting) of the Specification Document;
<b>"Monthly Progress Report"</b>	means as set out in Section C400 (Progress Reporting) of the Specification Document;
<b>"Monthly Reporting Cycle"</b>	means as set out in Section C400 (Progress Reporting) of the Specification Document;
<b>"Monthly Supplier Review Meeting(s)"</b>	the meeting described in Section C410 (Monthly Supplier Review Meeting) of the Specification Document;
<b>"National Statistician"</b>	means the person from time-to-time appointed as the UKSA and the Government's principal adviser on official statistics;
<b>"National Statistician's Recommendation"</b>	means any recommendation that may be delivered by the National Statistician to the Government on the future for the census beyond the Census;
<b>"Net Book Value"</b>	the net book value of the relevant Transferring Asset(s) calculated in accordance with the Customer's depreciation policy from time to time;
<b>"NISRA"</b>	means the office of the Northern Ireland Statistics and Research Agency;
<b>"Non-Exclusive Assets"</b>	means Supplier Assets which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes of material value;
<b>"NRS"</b>	means the office of National Records of Scotland;
<b>"Open Book Data"</b>	means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of this Agreement,

including details and all assumptions relating to:

- (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all goods and/or services;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
  - i) the unit costs and quantity of goods and any other consumables and bought-in goods and/or services;
  - ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;
  - iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin; and
  - iv) Reimbursable Expenses, if allowed under the Call Off Order Form;
- (c) Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Supplier Profit achieved over the Contract Period and on an annual basis;
- (f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- (g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
- (h) the actual Costs profile for each Service period;

<b>"Operational Readiness Testing"</b>	has the meaning given to it in Section C2502 of the Specification Document;
<b>"Operational Readiness"</b>	means all the required operational deliverables are complete, available and tested;
<b>"Other Customer Services"</b>	has the meaning given to it in Section B1403 (Other Customer Services to be provided by the Customer) of the Specification Document;

<b>"Other Projects"</b>	means any other project undertaken by the Customer in connection with the Programme;
<b>"Other Suppliers"</b>	means any other supplier of services retained by the Customer in connection with the Programme with whom the Supplier is required to collaborate in carrying out the Services;
<b>"Other Third Parties"</b>	means any third party, excluding the Other Suppliers or any of the Customer's in-house functions, with whom the Supplier is required to collaborate in carrying out the Services;
<b>"Others"</b>	means together Other Suppliers and Other Third Parties;
<b>"Party"</b>	means the Customer or the Supplier, and "Parties" shall mean both of them and any successors or assignees;
<b>"Performance Indicators" or "PIs"</b>	means the performance indicators that the Supplier is to meet in performing the Services, as set out in Table 3 in Annex 1 to Part A of Schedule 6;
<b>"Period(s)"</b>	has the meaning given to it in Section B500 (Delivery of the Services) of the Specification Document;
<b>"Personal Data"</b>	has the meaning given in the GDPR;
<b>"PMO"</b>	means the Customer's 'Programme Management Office' as set out in Section C300 (Governance) of the Specification Document;
<b>"Pre-Completion Meeting"</b>	means as set out in Section B1006 (Pre-Completion Meetings) of the Specification Document;
<b>"Programme Objectives"</b>	means as set out in Section A300 (The Census Transformation Programme) of the Specification Document;
<b>"Programme Priority Themes"</b>	means as set out in Section A300 (The Census Transformation Programme) of the Specification Document;
<b>"Programme Risk and Issues Log"</b>	means as set out in Section C500 (Risk and Issue Management) of the Specification Document;
<b>"Programme Schedule Level 0 Milestones"</b>	means the document at Appendix 1 of the Specification Document;
<b>"Programme Schedule"</b>	means the schedule of all the activities across the Programme which is presented in the form of a Gantt chart;
<b>"Programme SRO"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Programme Tranche"</b>	means the three key phases of the Programme, as described in Section A305 (Programme Tranches) of the Specification Document;
<b>"Programme Vision"</b>	means as set out in Section A300 (The Census Transformation Programme) of the Specification Document;
<b>"Programme"</b>	means the Customer's 'Census Transformation Programme' as set out in Section A300 (Census Transformation Programme) of the Specification Document;

<b>"Project Assurance"</b>	means the assurance of Project activities as defined in C304 of the Specification Document;
<b>"Project Manager"</b>	means the person identified by the Customer as the project manager for a particular Business Area, and who acts to support the Customer Lead and the Business Area Lead with the planning, monitoring and reporting of Business Area activities against those Programme Baseline Level 1 Milestones relative to the Business Area;
<b>"Project Schedule"</b>	means as set out in Section C403 (Progress Reporting) of the Specification Document;
<b>"Project"</b>	means the relevant part of the Programme part of which includes the Services being provided by the Supplier under this Agreement;
<b>"Quality Management Strategies"</b>	has the meaning given in Section C1702 (Background) of the Specification Document;
<b>"Records Offices"</b>	means the offices of the National Archives, Archives Wales, National Records of Scotland and the Public Record Office of Northern Ireland;
<b>"Records"</b>	means the records that the Supplier is required to retain and maintain pursuant to this Agreement;
<b>"Recruitment and Employment Policies"</b>	means the Customer's following recruitment and employment policies as may be in force from time to time: <ul style="list-style-type: none"> <li>• the Customer's Organisational Change Policy;</li> <li>• the Customer's Learning and Development Policy;</li> <li>• the Customer's Corporate Social Responsibility (CSR) Policy;</li> <li>• the Customer's Discipline Policy;</li> <li>• the Customer's Disruption Policy;</li> <li>• the Customer's Employee Relation Policy;</li> <li>• the Customer's Trans Equality Policy;</li> <li>• the Customer's Whistleblowing Policy;</li> <li>• the Customer's Grievance Policy;</li> <li>• the Customer's Probation Policy;</li> <li>• the Customer's Performance Management Policy;</li> <li>• the Customer's Attendance Management Policy;</li> <li>• the Customer's Maternity, Paternity, Adoption &amp; Parental</li> </ul>



Leave Policy;

<b>"Register"/"Registers"</b>	shall have the meaning given to it in Section C2402 of the Specification Document;
<b>"Registrar Generals"</b>	means the head of the General Register Office for each of the Devolved Authorities;
<b>"Replacement Services"</b>	means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the Termination Date, whether those services are provided by the Customer internally and/or by any third party;
<b>"Replacement Sub-Contractor"</b>	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>"Replacement Supplier(s)"</b>	means any third-party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;
<b>"Reporting Period"</b>	means as set out in Section C400 (Progress Reporting) of the Specification Document;
<b>"Request for Change" or "RFC"</b>	means as set out in Section C2300 (Change Control Procedure) of the Specification Document;
<b>"Request to Invoice"</b>	means a statement of the Supplier's proposed Charges and any supporting documentation reasonably required by the Customer to substantiate the relevant request to invoice;
<b>"Review Report"</b>	means as defined in Section C900 (Security and Information Assurance) of the Specification Document;
<b>"Risk Management Strategy"</b>	means as set out in Section C500 (Risk and Issue Management) of the Specification Document;
<b>"Schedule"</b>	means a schedule to this Agreement;
<b>"Security Audit"</b>	means as set out in Section C900 (Security and Information Assurance) of the Specification Document;
<b>"Security Management Plan"</b>	means the Supplier's security management plan prepared pursuant to Section C900 (Security and Information Assurance) of the Specification Document and as updated from time to time;
<b>"Security Policy"</b>	means the Customer's security policies and procedures as set out in Section C900 (Security and Information Assurance) of the Specification Document;
<b>"Security Tests"</b>	means tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security;
<b>"Service Credit(s)"</b>	means any service credits specified in Annex 1 to Part A of

	Schedule 6 (Service Levels, Service Credits and Performance Monitoring) as being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Deliverable(s)"</b>	means an event or task delivered or to be delivered by the Supplier at or before a Deliverable Date or at any other stage during the performance of this Agreement, including those set out in Sections B500 (Delivery of the Services) to B900 (Service Review and Closure (Exit) Period (Period C)) of the Specification Document;
<b>"Service Delivery Commencement Date"</b>	means as set out in Section B503 (Delivery of the Services) of the Specification Document;
<b>"Service Delivery Completion Date"</b>	means as set out in Section B503 (Delivery of the Services) of the Specification Document;
<b>"Service Delivery Period"</b>	means together the Service Development Period and the Service Operations Period;
<b>"Service Development Period"</b>	means as set out in Section B701 (Service Development Period (Period B1)) of the Specification Document;
<b>"Service Failure"</b>	means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;
<b>"Service Integration Readiness Assessment"</b>	meaning an assessment which will measure against operational readiness and proximity of need. This is to provide the Customer with the necessary levels of confidence that the Supplier will deliver to time, to cost, and to quality in a fashion that integrates with Other Suppliers and the Customer;
<b>"Service Integration"</b>	means the integration (and management of the integration) between differing services (including the Services) being provided by differing suppliers (including the Supplier) on the Programme;
<b>"Service Levels"</b>	The service levels applicable to the provision of the Services under this Agreement specified in Annex 1 to Part A of Schedule 6 (Service Levels, Service Credits and Performance Monitoring) ;
<b>"Service Operations Period"</b>	means as set out in Section B800 (Service Operations Period (Period B2)) of the Specification Document;
<b>"Service Operations Start Date"</b>	means as set out in Section B800 (Service Operations Period (Period B2)) of the Specification Document;
<b>"Service Review and Closure (Exit) Period"</b>	means as set out in Section B900 (Service Review and Closure (Exit) Period (Period C)) of the Specification Document;
<b>"Service Test Events"</b>	means the tests described in Section C2501 of the Specification Document;

<b>"Services"</b>	means the services to be provided by the Supplier to the Customer as set out in the Specification Document;
<b>"Sites"</b>	means any premises (including the Customer Premises, the Supplier's Premises or third-party premises) from, to or at which: <ul style="list-style-type: none"> <li>(a) the Services are (or are to be) provided; or</li> <li>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Services;</li> </ul>
<b>"Specification Document"</b>	means the document setting out the Customer's requirements for the Services as contained in Schedule 2 of this Agreement, including its Appendices and Annexures;
<b>"SRO"</b>	means 'senior responsible owner';
<b>"Staffing Information"</b>	means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format: <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement and gender;</li> <li>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of</li> </ul>

employment (or relevant standard contracts if applied generally in respect of such employees); and

- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Standard(s)"**

means any:

- (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
- (b) standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
- (c) standards detailed by the Customer in the Call Off Order Form or agreed between the Parties from time to time;

relevant Government codes of practice and guidance applicable from time to time;

**"Statutory Authorities"**

means a body set up by law which is authorised to enact legislation on behalf of the UK Government;

**"Sub-Contract"**

means any contract or agreement (or proposed contract or agreement) pursuant to which a third party:

- (a) provides the Services (or any part of them);
- (b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or
- (c) is responsible for the management, direction or control of the provision of the Services (or any part of them),

and "Sub-Contracted" shall be construed accordingly;

**"Sub-Contractor(s)"**

means a third-party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

**"Supplier Assets"**

means all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Customer Assets;

**"Supplier Coordination Meeting"**

means the meetings described in Section C2511 of the Specification Document;

**"Supplier Equipment"**

means equipment to be provided by the Supplier under the Agreement;

**"Supplier Personnel"**

means all persons used by the Supplier in the performance of the Services, including its directors, officers, employees,

	agents, consultants, data collectors and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Agreement;
<b>"Supplier Premises"</b>	means the locations (including land or buildings) where the Services are to be performed by the Supplier;
<b>"Supplier Property"</b>	means 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 Customer) in the performance of its obligations under this Agreement as is further specified in Section B1500 (Items to be provided by the Supplier for use by the Customer or Other Suppliers) of Specification Document;
<b>"Supplier Software"</b>	means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purpose of providing the Services;
<b>"Supplier Solution"</b>	means the relevant extracts of the Supplier's solution for the Services attached to this Agreement at Schedule 15 (Call Off Tender);
<b>"Supplier"</b>	means the person, firm or company with whom the Customer enters into this Agreement as identified in the Call Off Order Form;
<b>"Supplier's Commercial Manager"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Commercial Manager"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Delivery Director"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Delivery Director"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Representative"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Security Representative"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Senior Director"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Service Manager"</b>	means as set out in Section B1200 (Personnel) of the Specification Document;
<b>"Supplier's Final Supplier Personnel List"</b>	means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
<b>"Supplier's Risk and Issues Log"</b>	means the document completed and maintained by the Supplier using the provided template in Appendix 34 to the

	Specification Document;
<b>"Termination Assistance Period"</b>	the period specified in Section C2405 of the Specification Document;
<b>"Termination Notice"</b>	means a 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 Agreement on a specified date and setting out the grounds for termination;
<b>"Third Party IPRs"</b>	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
<b>"Third Party Software"</b>	means software which is proprietary to any third party and which is or is proposed to be used by the Supplier for the purposes of providing the Services;
<b>"Transferable Assets"</b>	those of the Exclusive Assets which are capable of legal transfer to the Customer;
<b>"Transferable Contracts"</b>	the Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Deliverables;
<b>"Transferring Asset"</b>	has the meaning given to it in Section C2408 of the Specification Document;
<b>"Transferring Supplier Employee(s)"</b>	means those employees of the Supplier and/or Supplier's Sub-Contractors to whom the Employment regulations will apply on the Service Transfer Date;
<b>"Welsh Language Scheme"</b>	means as set out in C1800 of the Specification Document;
<b>"Working Day"</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales unless specified otherwise by the Parties in this Agreement;
<b>"Work-stream Lead"</b>	means person who owns the work-stream plan.

## SERVICE SPECIFIC DEFINITIONS (PART C)

1. In accordance with Clause 1 (Definitions and Interpretation) of this Agreement including its recitals the following expressions shall have the following meanings:

<b>"2019 Rehearsal"</b>	means the Census rehearsal which takes place during 'Programme Tranche 2' as set out in Section A300 (Census Transformation Programme) of the Specification Document and is the activity where the planned Census processes and procedures for the 2021 Census are tested;
<b>"A2A (Agree to Agree)"</b>	a requirement in the Agreement between the Customer and the Supplier that can only be agreed post award;
<b>"Address Check"</b>	means the process where Census field staff will check household's addresses against the Customer's register of addresses;
<b>"Advisor"</b>	means a member of the Contact Centre staff who gives advice via any contact channel e.g. telephone, web chat etc.;
<b>"Available (system)"</b>	means accessible and functioning as expected in the desired state in order to produce the expected output for the end user;
<b>"BPSS"</b>	means Baseline Personnel Security Standard and is an assessment carried out by the recruitment team or the Security Vetting Manager and it provides assurance of an appropriate level of pre-employment checks on the trustworthiness, integrity and probable reliability of individuals whose work may involve access to sensitive government information. Is not a formal security clearance;
<b>"Call Centre"</b>	means the call centre operation to be provided as part of the Services;
<b>"Census Confidentiality Undertaking"</b>	means the form of confidentiality undertaking (as may be amended from time to time by the Customer), the current version of which is as set out in Appendix 27 (Census Confidentiality Undertaking);
<b>"Census Coverage Survey" or "CCS"</b>	means an independent face to face survey of a sample of the population of England and Wales carried out by the Customer to enable Census population counts to be adjusted for under-enumeration at the national, local and small area level;

<b>"Census Data"</b>	means the information gathered from completed Census questionnaires. The information is deemed to be Census Data from the point at which an individual completes their questionnaire and is protected by the Statistics and Registration Services Act 2007 and the 1920 Census Act;
<b>"Census Day" or "CD"</b>	means the day the Census will take place, the date of which will be confirmed by the Customer in due course. This is the point in time to which all information captured on Census questionnaires should relate;
<b>"Census"</b>	a survey of the UK population. It provides detailed information and statistics that drive future decisions and the direction of the country. The census is unique and touches every individual and household in the UK. ONS carries out the census for England and Wales. NISRA carries out the census for Northern Ireland;
<b>"Communal Establishment" or "CE"</b>	means an establishment providing managed residential accommodation; "managed" in this context means full-time or part-time supervision of the accommodation e.g. hotels, care homes, prisons etc.;
<b>"Contact Centre"</b>	means the contact centre operation to be delivered by the Supplier as part of the Services;
<b>"Delivered"</b>	means the Supplier produces and provides to the Customer the expected outputs in the desired format and quality;
<b>"Escalation"</b>	means to move a query through the defined resolution channel and "Escalate" and "Escalated" shall be defined accordingly;
<b>"Field visits"</b>	means visit to a householder by a member of the Census field staff, requested through the Contact Centre;
<b>"Fulfilment"</b>	means a request for an item of Census material e.g. paper questionnaire, translation booklet, accessibility material;
<b>"Fully Operational Phases"</b>	means those periods of the Services where the Contact Centre will be fully operational and managing incoming contacts for the 2019 Rehearsal and the 2021 Census (including the CCS), as further set out in Appendix 16 of the Specification Document;
<b>"Handling"</b>	calculated by adding Advisor speed of response + time interacting with customer + after call work;
<b>"Householder"</b>	means the person living at, or present at, the address who: <ul style="list-style-type: none"> <li>• owns or rents the accommodation, and/or</li> </ul>



	<ul style="list-style-type: none"> <li>• is responsible for paying the household bills and expenses;</li> </ul>
<b>"Interpretation"</b>	means 3 way conversation between a Respondent, Advisor and an interpreter;
<b>"IVR"</b>	means Interactive Voice Response - is a technology that allows a computer to interact with humans through the use of voice and DTMF tones input via a keypad
<b>"Key Performance Indicator"</b>	means the key performance indicators that the Supplier is to meet in performing the Services, as set out in Table 2 in Annex 1 to Part A of Schedule 6;
<b>"KPI"</b>	means a Key Performance Indicator;
<b>"Management Information"</b>	the management information the Supplier is required to provide pursuant to Appendix 18 of the Specification Document (Management Information);
<b>"Management Information" or "MI"</b>	<p>means information provided to the Customer, by the Supplier, to manage and support operational decisions.</p> <p><i>A management information system focuses on the management of information technology to provide efficiency and effectiveness and/or strategic decision making;</i></p>
<b>"Model Contact Centre"</b>	means the model of the final design, with the products but without the scale;
<b>"NISRA"</b>	means the Northern Ireland Statistical Research Agency, being the agency responsible for undertaking the Census in Northern Ireland. ONS will be acting on their behalf to deliver the Services for Northern Ireland;
<b>"Online Help"</b>	<p>means the collection of public-facing advice and guidance that aims to answer any question the public may have about the Census, and remove any doubt or obstacle which could interfere with their ability or willingness to interact with the Census.</p> <p>The collection includes information on how to complete the questionnaire, background information on the Census, and reassurances about the safety and confidentiality of personal information;</p>
<b>"ONS"</b>	means the Office for National Statistics, the Customer under the Agreement;
<b>"Performance"</b>	means a contractual commitment between a supplier and a customer that defines the level of service expected from

<b>Measures"</b>	the supplier. Performance Measures are output-based in that their purpose is specifically to define what the customer will receive;
<b>"Planned"</b>	the Customer has set expectations for certain changes to be made as they align to the wider Programme and are within the control of the Customer;
<b>"Respondent Home"</b>	means the portal/web page where Respondents will be able to access their electronic questionnaire using their unique access code or request a personal form if they wish to keep their responses private. It also is the page from where Respondents can access the Census Online Help and support or find the contact details for the Contact Centre if they wish to speak to someone. It also provides the facility to order materials which would assist completion, including replacement items (eg access codes, questionnaires, and envelopes) and accessibility products (eg braille questionnaires, easy read information leaflets, and translation booklets);
<b>"Respondent"</b>	means a member of the public who submits a Census questionnaire;
<b>"Response Management"</b>	means the service (provided by the Customer) which will be used to monitor the delivery and return status of digital and paper questionnaires. The Response Management system will also maintain a history of all interactions with an address, such as calls received at the Contact Centre and details of any requests for, for example, replacement unique access codes or translation support. It will interface to the majority of operational services to ensure fulfilment requests are satisfied and Respondents are sufficiently supported to complete their Census questionnaires;
<b>"Single Interaction"</b>	means the Respondent interacts with the Contact Centre only once, which is the time that they originally initiate the contact into the Contact Centre. This one communication can consist of different tiers of support required to ensure the Respondent is happy with the outcome of the query before ending this initial contact through the channel they originally used;
<b>"Telephone Capture"</b>	means the service where an Advisor, asks a Respondent the Census questions and records the answers on the Customer's electronic questionnaire collection tool;
<b>"Tier 1"</b>	means a frontline Advisor who is able to resolve the query;
<b>"Tier 2"</b>	means a frontline Advisor is not able to resolve the query and Escalates to a Contact Centre team leader for

resolution;

**"Translation Booklet"** means the translation of the Census questionnaire into a different language (to help someone who does not understand English to complete their questionnaire);

**"Working"** means the activities an Advisor carries out when not Handling Respondent queries. Such activities may include: training, participating in meetings and feedback sessions.

## **SCHEDULE 2: SPECIFICATION DOCUMENT**

### **1. INTRODUCTION**

1.1 This Schedule 2 (Specification Document) specifies the Services to be provided under this Agreement.

### **2. SPECIFICATION DOCUMENT**

*(Refer to separate document in Procurement Pack)*

## SCHEDULE 3: CHARGES, PAYMENT AND INVOICING

### 1. DEFINITIONS

1.1 The following terms used in this Schedule 3 shall have the following meaning:

<b>"Indexation"</b>	means the adjustment of an amount or sum in accordance with paragraph 11 of this Schedule 3;
<b>"Indexation Adjustment Date"</b>	has the meaning given to it in paragraph 11.1.1(a) of this Schedule 3;
<b>"Reimbursable Expenses"</b>	means 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 Customer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"><li>a) travel expenses incurred as a result of Supplier Personnel 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 Customer otherwise agrees in advance in writing; and</li><li>b) subsistence expenses incurred by Supplier Personnel 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;</li></ul>
<b>"Request to Invoice"</b>	means a statement of the Supplier's proposed charges and any Supporting Documentation reasonably required by the Customer to substantiate the relevant request to invoice;
<b>"Review Adjustment Date"</b>	has the meaning given to it in paragraph 10.1.2 of this Schedule 3;
<b>"CPI"</b>	means the <b>Consumer Prices Index</b> as published by the Office of National Statistics ( <a href="http://www.statistics.gov.uk/instantfigures.asp">http://www.statistics.gov.uk/instantfigures.asp</a> ); and
<b>"Supporting Documentation"</b>	means sufficient information in writing to enable the Customer to reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Customer under this Agreement detailed in the information are properly payable.

### 2. GENERAL PROVISIONS

2.1 This Schedule 3 details:

- 2.1.1 the Charges for the Services under this Agreement; and
- 2.1.2 the payment terms/profile for the Charges;

- 2.1.3 the invoicing procedure; and
- 2.1.4 the procedure applicable to any adjustments of the Charges.

### **3. CHARGES**

3.1 The Charges which are applicable to this Agreement are set out in Annex 1 of this Schedule 3.

3.2 The Supplier acknowledges and agrees that:

- 3.2.1 in accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Charges can in no event exceed the Framework Prices set out in Annex 3 to Framework Schedule 3 (Framework Prices and Charging Structure); and
- 3.2.2 subject to paragraph 8 of this Schedule 3 (Adjustment of Charges), the Charges cannot be increased during the Contract Period.

### **4. COSTS AND EXPENSES**

4.1 Except as expressly set out in paragraph 5 **Error! Reference source not found.** of this schedule 3 (Reimbursable Expenses), the Charges include all costs and expenses relating to the Services and/or the Supplier's performance of its obligations under this Agreement and no further amounts shall be payable by the Customer to the Supplier in respect of such performance, including in respect of matters such as:

- 4.1.1 any incidental expenses that the Supplier incurs, including travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs required by the Supplier Personnel, network or data interchange costs or other telecommunications charges; or
- 4.1.2 any amount for any services provided or costs incurred by the Supplier prior to the Commencement Date.

### **5. REIMBURSABLE EXPENSES**

5.1 If the Customer has so specified in the Call Off Order Form, the Supplier shall be entitled to be reimbursed by the Customer for Reimbursable Expenses (in addition to being paid the relevant Charges under this Agreement), provided that such Reimbursable Expenses are supported by Supporting Documentation. The Customer shall provide a copy of their current expenses policy to the Supplier upon request.

### **6. PAYMENT TERMS/PAYMENT PROFILE**

6.1 The payment terms/profile which are applicable to this Agreement are set out in Annex 2 of this Schedule 3.

### **7. INVOICING PROCEDURE**

7.1 Before an invoice can become a Valid Invoice the Supplier shall comply with the Request to Invoice process set out in Annex 2 of this Schedule 3.

7.2 In addition to the requirements set out in Annex 2 of this Schedule 3, the Supplier shall ensure that each invoice (whether submitted electronically through a purchase-to-pay (P2P) automated system (or similar) or in a paper form, as the Customer may specify (but,

in respect of paper form, subject to paragraph 7.3 below)) is exclusive of any management charge (and the Supplier shall not attempt to increase the Charges or otherwise recover from the Customer as a surcharge the management charge levied on it by the Authority).

7.3 If the Customer is a Central Government Body, the Customer's right to request paper form invoicing shall be subject to procurement policy note 11/15 (available at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/437471/PPN\\_e-invoicing.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/437471/PPN_e-invoicing.pdf)), which sets out the policy in respect of unstructured electronic invoices submitted by the Supplier to the Customer (as may be amended from time to time).

7.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.

7.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Agreement, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

7.6 Not Used.

## 8. ADJUSTMENT OF CHARGES

8.1 The Charges shall only be varied:

8.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Charges in accordance with Clause 22 of this Agreement (Legislative Change);

8.1.2 in accordance with Clause 23.1.4 of this Agreement (Charges and Payment) where all or part of the Charges are reduced as a result of a reduction in the Framework Prices;

8.1.3 where all or part of the Charges are reduced as a result of a review of the Charges in accordance with Clause 18 of this Agreement (Continuous Improvement);

8.1.4 where all or part of the Charges are reduced as a result of a review of Charges in accordance with Clause 25 of this Agreement (Benchmarking);

8.1.5 where all or part of the Charges are reviewed and reduced in accordance with paragraph 9 of this Schedule 3;

8.1.6 where a review and increase of Charges is requested by the Supplier and Approved, in accordance with the provisions of paragraph 10 of this Schedule 3; or

8.1.7 where Charges or any component amounts or sums thereof are expressed in this Schedule 3 as "subject to increase by way of Indexation", in accordance with the provisions in paragraph 11 of this Schedule 3.

8.2 Subject to paragraphs 8.1.1 **Error! Reference source not found.** to 8.1.7 of this Schedule 3, the Charges will remain fixed for the number of Contract Years specified in the Call Off Order Form.

## 9. SUPPLIER PERIODIC ASSESSMENT OF CHARGES

- 9.1 Every six (6) Months during the Contract Period, the Supplier shall assess the level of the Charges to consider whether it is able to reduce them.
- 9.2 Such assessments by the Supplier under paragraph 9 of this Schedule 3 shall be carried out on the dates specified in the Call Off Order Form in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 12.1 of this Schedule 3 below.

## 10. SUPPLIER REQUEST FOR INCREASE OF THE CHARGES

- 10.1 If the Customer has so specified in the Call Off Order Form, the Supplier may request an increase in all or part of the Charges in accordance with the remaining provisions of this paragraph 10 subject always to:
- 10.1.1 Paragraph 3.2 of this Schedule 3;
  - 10.1.2 the Supplier's request being submitted in writing at least three (3) Months before the effective date for the proposed increase in the relevant Charges ("**Review Adjustment Date**") which shall be subject to paragraph 10.2 of this Schedule 3; and
  - 10.1.3 the Approval of the Customer which shall be granted in the Customer's sole discretion.
- 10.2 The earliest Review Adjustment Date will be the first (1st) Working Day following the anniversary of the Commencement Date after the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Charges shall remain fixed (and no review under this paragraph 10 is permitted). Thereafter any subsequent increase to any of the Charges in accordance with this paragraph 10 of this Schedule 3 shall not occur before the anniversary of the previous Review Adjustment Date during the Contract Period.
- 10.3 To make a request for an increase of some or all of the Charges in accordance with this paragraph 10, the Supplier shall provide the Customer with:
- 10.3.1 a list of the Charges it wishes to review;
  - 10.3.2 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 Charge;
    - (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
    - (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 Commencement Date.



## 11. INDEXATION

11.1 Where the Charges or any component amounts or sums thereof are expressed in this Schedule 3 as “subject to increase by way of Indexation” the following provisions shall apply:

11.1.1 the relevant adjustment shall:

- (a) be applied on the effective date of the increase in the relevant Charges by way of Indexation (“**Indexation Adjustment Date**”) which shall be subject to paragraph 11.1.2 of this Schedule 3;
- (b) be determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the twelve (12) Months ended on the 31<sup>st</sup> of January immediately preceding the relevant Indexation Adjustment Date;
- (c) where the published CPI figure at the relevant Indexation Adjustment Date is stated to be a provisional figure or is subsequently amended, that figure shall apply as ultimately confirmed or amended unless the Customer and the Supplier shall agree otherwise;
- (d) if the CPI is no longer published, the Customer and the Supplier shall agree a fair and reasonable adjustment to that index or, if appropriate, shall agree a revised formula that in either event will have substantially the same effect as that specified in this Schedule 3.

11.1.2 The earliest Indexation Adjustment Date will be the (1st) Working Day following the expiry of the period specified in paragraph 8.2 of this Schedule 3 during which the Charges shall remain fixed (and no review under this paragraph 11 is permitted). Thereafter any subsequent increase by way of Indexation shall not occur before the anniversary of the previous Indexation Adjustment Date during the Contract Period;

11.1.3 Except as set out in this paragraph 11 of this Schedule 3, neither the Charges nor any other costs, expenses, fees or charges shall 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 or Sub-Contractors of the performance of their obligations under this Agreement.

## 12. IMPLEMENTATION OF ADJUSTED CHARGES

12.1 Changes in accordance with the provisions of this Schedule 3 to all or part the Charges (as the case may be) shall be made by the Customer to take effect:

12.1.1 in accordance with Clause 22 of this Agreement (Legislative Change) where an adjustment to the Charges is made in accordance with paragraph 8.1.1 of this Schedule 3;

12.1.2 in accordance with Clause 23.1.4 of this Agreement (Charges and Payment) where an adjustment to the Charges is made in accordance with paragraph 8.1.2 of this Schedule 3;

- 12.1.3 in accordance with Clause 18 of this Agreement (Continuous Improvement) where an adjustment to the Charges is made in accordance with paragraph 8.1.3 of this Schedule 3;
- 12.1.4 in accordance with Clause 25 of this Agreement (Benchmarking) where an adjustment to the Charges is made in accordance with paragraph 8.1.4 of this Schedule 3;
- 12.1.5 on the dates specified in the Call Off Order Form where an adjustment to the Charges is made in accordance with paragraph 8.1.5 of this Schedule 3;
- 12.1.6 on the Review Adjustment Date where an adjustment to the Charges is made in accordance with paragraph 8.1.6 of this Schedule 3;
- 12.1.7 on the Indexation Adjustment Date where an adjustment to the Charges is made in accordance with paragraph 8.1.7 of this Schedule 3;

and the Parties shall amend the Charges shown in Annex 1 to this Schedule 3 to reflect such changes.

## ANNEX 1: CHARGES & PAYMENT PROFILE

### SEE APPENDIX C: COMMERCIAL (FINANCIAL) MODEL

#### 1. Calculation of the Charges

- 1.1. Appendix C (Contact Centre Pricing Pro Forma) contains (in the tab marked 'Overview') a Total Price ("**the Indicative Total Price**") for the delivery of the Services, which has been calculated by the Supplier by reference to the estimated volumes set out in (i) the Volumetrics worksheet to Appendix C (Contact Centre Pricing Pro Forma) and (ii) Appendix 17 (Volumes) to the Specification Document (together, "**the Estimated Volumes**").
- 1.2. Following the Commencement Date, the Customer will work with the Supplier to finalise and agree the actual volumes for the 2021 Census ("**the Final Volumes**") and, following agreement of these Final Volumes, the Indicative Total Price shall be adjusted to reflect any increase or decrease to the Estimated Volumes.
- 1.3. The Indicative Total Price shall be comprised of the total of the prices for each of the components set out in Tabs numbered 1 – 7 of Appendix C (Operational Phase, Non-Operational Phase, Management Price, APQ System, Interpretation, Telephone Capture, and Other Costs)
- 1.4. In calculating any adjustment to the Indicative Total Price in accordance with paragraph 1.2 above, the Parties shall base the relevant increase or decrease on the relevant 2021 Census Rate Variations (%) shown in the relevant tab(s) of Appendix C (Contact Centre Pricing Pro Forma) (noting that not all components of the Indicative Total Price have a % variation mechanism (Non-Operational Phase and Management Price) and are therefore fixed).
- 1.5. The actual Charges payable by the Customer shall be calculated by reference to the Final Volumes and the relevant unit prices for each category of costs shown in Appendix C (Contract Centre Pricing Pro Forma).

#### 2. Payment Profile

- 2.1. The Charges shall be payable as follows:
  - 2.1.1. the Supplier has in Appendix C (Contact Centre Pricing Pro Forma) broken the Indicative Total Price into a series of 39 monthly instalments ("**Instalments**") linked to indicative payment dates – see the Overview tab of Appendix;
  - 2.1.2. following any adjustment to the Indicative Total Price in accordance with paragraphs 1.2 and 1.4 above, the Supplier shall also propose and agree with the Customer appropriate adjustments to the amount of each of the Instalments;
  - 2.1.3. payment of each Instalment is linked to delivery of certain Deliverables (as set out in Appendices 11 (Mobilisation and Planning Period Deliverables Schedule), 12 (Service Development Period Deliverables Schedule), 13 (Service Operations Period Deliverables Schedule) and 14 (Service Review and Closure (Exit) Period Deliverables Schedule) and Appendix 18 to the Specification Document) which are to be delivered by the relevant Deliverable Date (as set out in the relevant Appendix);
  - 2.1.4. accordingly, the Supplier shall only be entitled to issue a Request to Invoice in respect of Achieved Deliverables which comprise all or part of the Instalment;
  - 2.1.5. where a Deliverable is not Achieved by the relevant Deliverable Date then the consequences of such late delivery are to be addressed in accordance with the provisions of Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

- 2.1.6. in addition to the provisions of paragraphs 6 and 7 of Schedule 6 (Service Levels, Service Credits and Performance Monitoring), the Supplier shall not be entitled to submit a Request to Invoice for any Critical Document Deliverable which is Achieved more than 10 Working Days after its relevant Deliverable Date and accordingly shall receive no payment for any such late Critical Document Deliverables;
  - 2.1.7. the Supplier shall only be entitled to issue a Request to Invoice in respect of an Instalment (in accordance with Annex 2 to this Schedule 3) on or after the relevant payment date for such Instalment shown in Appendix C (Contact Centre Pricing Pro Forma).; and
  - 2.1.8. provided the conditions in this paragraph 2.1 are met, the Supplier shall be entitled to issue a Request to Invoice in accordance with Annex 2 to this Schedule 3.
- 2.2. Each Instalment shall be at risk in the form of Service Credits which, if applicable, may, at the Customer's option, be deducted from the Instalment for the relevant Month in which the Service Credit(s) arise. The Service Credits which may be deducted arise under the following provisions of Schedule 6 (Service Levels, Service Credits and Performance Monitoring):
- 2.2.1.A deduction for Service Credits arising from a failure to achieve the Service Levels: calculated in accordance with paragraphs 3 and 4 of Annex 1 to Part A of Schedule 6 and subject to the Service Credit Cap (10%); and
  - 2.2.2.A deduction for Service Credits arising from a failure to Achieve Document Deliverables by their Deliverable Date: calculated in accordance with paragraphs 6 to 10 of Annex 1 to Part A of Schedule 6.
- 2.3. Any Service Credits due to the Customer in accordance with Schedule 6 shall be shown on the relevant Request to Invoice (i.e. the Service Credits have arisen in the period to which the Request to Invoice relates) and shall be deducted from the relevant Instalment. Where a Service Credit relates to one month but cannot be calculated or finalised until the next month, then it shall be accounted for in the Request to Invoice for the subsequent month.

## ANNEX 2: PAYMENT TERMS

### 1. REQUEST TO INVOICE AND INVOICING

- 1.1 Before the Supplier submits an invoice to the Customer, the Supplier shall first submit a Request to Invoice for consideration to the Customer that includes the information set out in paragraph 1.5. The Customer shall, within ten (10) Working Days of the submission of the Request to Invoice by the Supplier, and taking into account whether the relevant Deliverables have been Achieved in accordance with the process set out in Section C604 (Invoice Processing) of the Specification Document, endeavour to certify the value of the invoice the Supplier may submit.
- 1.2 Subject to paragraph 1.9, following certification of the Request to Invoice in accordance with paragraph 1.1, the Supplier shall submit its invoice for payment.
- 1.3 If the Customer fails to consider the invoice in accordance with paragraph 1.1, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 1.4 after a reasonable time has passed.
- 1.4 Subject to the relevant provisions of this paragraph 1, the Customer shall make payment to the Supplier within thirty (30) days of receipt of the valid and undisputed invoice submitted under paragraph 1.2.
- 1.5 Each invoice (as a minimum) shall:
  - 1.5.1 be dated;
  - 1.5.2 contain all appropriate references (including any purchase order number supplied by the Customer or other unique identifying number for the invoice);
  - 1.5.3 include a detailed breakdown of the Services and the Service period (or other period(s)) to which the relevant Charge(s) relate;
  - 1.5.4 show VAT separately;
  - 1.5.5 meet VAT criteria (only valid VAT invoices shall be processed for payment, any invoice which does not meet VAT criteria shall be rejected);
  - 1.5.6 apply (if relevant) any Service Credits due relating to the Services;
  - 1.5.7 refer to any reports required by the Customer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services);
  - 1.5.8 include the full name and address of the Supplier as well as a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
  - 1.5.9 include the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

- 1.6 Any assessment by the Customer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Customer any other documentation reasonably required by the Customer from time to time to substantiate an invoice.
- 1.7 The Supplier should provide statements listing invoices (including invoice numbers and dates) still awaiting payment by the Customer on a Monthly basis to the Customer to aid reconciliation of Customer purchase orders with Supplier's invoices.
- 1.8 The Supplier shall submit all Requests to Invoice, invoices and Supporting Documentation to the Customer's Representative at the following address:

Accounts Payable  
Office for National Statistics  
Room 2.101  
Government Buildings  
Cardiff Road  
Newport NP10 8XG

[Accounts.Payable.Newport@ons.gov.uk](mailto:Accounts.Payable.Newport@ons.gov.uk)

with a copy (including any Supporting Documentation) to such other person and at such place as the Customer may notify to the Supplier from time to time.

- 1.9 The Customer will be entitled to reject any invoice or Request to Invoice and will not be liable to pay an invoice if the Supplier does not comply with the requirements set out in this Annex 2, and the Customer will return such invoice in a reasonable time to the Supplier for appropriate remedial action. The payment period will not be considered to have begun until the amended invoice has been received by the Customer, and certified as valid.
- 1.10 All Supplier invoices shall be expressed in, and payment shall be made by the Customer to the Supplier in, the lawful currency of the United Kingdom.
- 1.11 If the Customer fails to pay the Supplier undisputed sums of money within thirty (30) days from the receipt of a validly issued invoice the Supplier shall:
  - 1.11.1 notify the Customer in writing of such failure to pay and provide details of the invoice concerned;
  - 1.11.2 allow the Customer to make prompt payment of such undisputed sums; and
  - 1.11.3 allow the Customer to provide details of the grounds for why the invoice is disputed.
- 1.12 Any queries regarding invoicing and progress of payments should be directed to Customer's Representative.

## **SCHEDULE 4: IMPLEMENTATION PLAN**

### **13. INTRODUCTION**

13.1 This Schedule 4 specifies the Implementation Plan in accordance with which the Supplier shall provide the Services.

### **14. IMPLEMENTATION PLAN**

14.1 The requirements for the Implementation Plan are set out in Section B600 (Mobilisation and Planning Period (Period A)) of Schedule 2 (Specification Document).

14.2 The Deliverables to be achieved are identified in Section B500 (Delivery of the Services) to B900 (Service Review and Closure (Exit) Period) (Period C)) of Schedule 2 (Specification Document).

## **SCHEDULE 5: TESTING**

The Parties agree to following the procedures set out in Appendices 11 (Mobilisation and Planning Period Deliverables Schedule), 12 (Service Development Period Deliverables Schedule), 13 (Service Operations Period Deliverables Schedule) and 14 (Service Review and Closure (Exit) Period Deliverables Schedule) to Schedule 2 (Specification Document).



## **SCHEDULE 6: SERVICE LEVELS, SERVICE CREDITS AND PERFORMANCE MONITORING**

### **1. SCOPE**

1.1 This Schedule 6 (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels which the Supplier is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Supplier's performance in the provision by it of the Services will be monitored.

1.2 This Schedule 6 comprises:

1.2.1 Part A: Service Levels and Service Credits;

1.2.2 Annex 1 to Part A - Service Levels and Service Credits Table; and

1.2.3 Part B: Performance Monitoring.

## PART A: SERVICE LEVELS AND SERVICE CREDITS

### 1. GENERAL PROVISIONS

"Critical MI Document Deliverables"	means the Document Deliverables that are specified as "Critical Document Deliverables" in Appendix 18 of the Specification Document;
"Critical Other Document Deliverables"	means the Document Deliverables that are specified as "Critical Document Deliverables" in Appendices 11-14 of the Specification Document;
"Non-Critical MI Document Deliverables"	means the Document Deliverable that are listed in Appendix 18 of the Specification Document but are not specified as "Critical Document Deliverables";
"Non-Critical Other Document Deliverables"	means the Document Deliverable that are listed in Appendices 11-14 of the Specification Document but are not specified as "Critical Document Deliverables";
"Key Performance Indicators" or "KPIs"	means the key performance indicators that the Supplier is to meet in performing the Services, as set out in Table 2 in Annex 1 to Part A of Schedule 6;
"Performance Indicators" or "PIs"	means the performance indicators that the Supplier is to meet in performing the Services, as set out in Table 4 in Annex 1 to Part A of Schedule 6;
"Performance Measures"	means the description of the level of Service being measured in relation to a particular KPI or PI, as set out in Table 2 and Table 4 of Annex 1 to Part A of Schedule 6. Performance Measures are output-based in that their purpose is specifically to define what the Customer will receive;
"Performance Monitoring Report"	has the meaning given to it in Paragraph 3.1 of Part B of Schedule 6.
"Service Level Agreement"	means the high level description of a particular Service Level;
"Service Level Target"	the minimum level of performance for a Key Performance Indicator or a Performance Indicator which is required by the Customer, as set out against the relevant Key Performance Indicator or Performance Indicator in Tables 2 and 4 in Annex 1 to Part A of Schedule 6; and
"Service Period"	has the meaning given to it in paragraph 4.1 of this Part A of Schedule 6.

1.1 In this Schedule 6, the following definitions will apply:

1.2 The Supplier shall provide a proactive Supplier's Representative to act as contract manager to ensure that all Service Levels in this Agreement are achieved to the highest standard throughout, respectively, the Contract Period and the Framework Period.

1.3 The Supplier shall provide a managed service through the provision of a dedicated Supplier's Representative where required on matters relating to:

- 1.3.1 Supply performance;
- 1.3.2 Quality of Services;
- 1.3.3 Customer support;
- 1.3.4 Complaints handling; and
- 1.3.5 Accurate and timely invoices.

1.4 The Supplier accepts and acknowledges that failure to meet the Target Service Levels set out in Table 2 in Annex 1 to this Part A of this Schedule 6 or to Achieve certain Deliverables by their Deliverable Date will result in Service Credits being issued to the Customer.

### 2. PRINCIPAL POINTS

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;

- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
- 2.1.3 incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

### 3. SERVICE LEVELS

- 3.1 Annex 1 to this Part A of this Schedule 6 sets out the Service Levels, the performance of which the Parties have agreed to measure.
- 3.2 The Supplier shall monitor its performance of this Agreement by reference to the relevant performance criteria for achieving the Target Service Levels shown in Annex 1 to this Part A of this Schedule 6 and shall send the Customer a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule 6.
- 3.3 The Supplier shall, at all times, provide the Services in such a manner that the Target Service Levels are achieved.
- 3.4 If the level of performance of the Supplier of any element of the provision by it of the Services during the Contract Period:
  - 3.4.1 is likely to or fails to meet any Target Service Level; or
  - 3.4.2 is likely to cause or causes a Critical Service Level Failure to occur,
  - 3.4.3 the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Agreement (Service Levels and Service Credits), may:
    - (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and
    - (b) if the action taken under paragraph (a) above has not already prevented or remedied the Service Level Failure or Critical Service Level Failure, the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or
    - (c) if a Service Level Failure has occurred in relation to the Service Levels set out in Table 2 of Annex 1 to Part A of Schedule 6, deduct from the Charges the applicable Service Credits payable by the Supplier to the Customer in accordance with the calculation formula set out in Annex 1 of this Part A of this Schedule 6; or
    - (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14 of this Agreement (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Agreement in relation to material Default).
- 3.5 Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Target Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

#### **4. SERVICE CREDITS**

- 4.1 Annex 1 to this Part A of this Schedule 6 sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Schedule 6, shall be a recurrent period of one day during Fully Operational Phases only during the Contract Period (the “**Service Period**”).
- 4.2 Table 2 in Annex 1 to this Part A of this Schedule 6 includes details of each Service Credit available to specific Service Level Agreements if the applicable Target Service Level is not met by the Supplier.
- 4.3 Paragraphs 6 to 10 of Annex 1 to Part A of this Schedule 6 include details of each Service Credit available to the Customer in the event that the Supplier fails to Achieve certain Document Deliverables by their Deliverable Date.
- 4.4 The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Schedule 6 to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 4.5 Service Credits are a reduction of the amounts payable in respect of the Services 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 Annex 1 of Part A of this Schedule 6.

#### **5. NATURE OF SERVICE CREDITS**

- 5.1 The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance. The Customer's right to Service Credits are in addition to, and not exclusive of, any other rights or remedies provided by this Agreement or by law.

## ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

### 1. PRINCIPAL POINTS

1.1 Requirements for Service Levels and Service Credits are outlined below. In summary:

1.1.1 Service Level Agreements: are identified in Table 2 and Table 4 and will apply during the 2019 Rehearsal Fully Operational Phase and the 2021 Census Fully Operational Phase only.

1.1.2 Service Credits: will apply in relation to:

- (a) a failure to meet the SLAs defined in Table 2. Such Service Credits will only apply during either (i) the 2019 Rehearsal Fully Operational Phase or (ii) the 2021 Census Fully Operational Phase; and
- (b) a failure by the Supplier to Achieve certain Document Deliverables within a defined period from their Deliverable Date as set out in paragraph 6 to 10 below. These Service Credits will apply for the entire Contract Period.

### 2. ABBREVIATIONS AND DEFINITIONS

2.1 Table 1 below indicates the definitions, abbreviations and their meanings which are used for this Annex 1 to Part A.

Abbreviation	Definition	Description
AP	Actual Performance	The actual service performance target which was achieved in percent.
RAR	Revenue At Risk	The unprotected percentage of the Valid Invoice in percent which is at risk subject to failure to meet required service level performance.
RP	Revenue Protected	The protected percentage of the Valid Invoice in percent.
SL	Service Level	The service level performance target to be met in percent.
T	Tolerance	The maximum acceptable deviation from the Service Level in any one day during the 2019 Rehearsal Fully Operational Phase and the 2021 Census Fully Operational Phase only.
VI	Valid Invoice	The total valid Monthly Invoice value for full service achievement in percent.
W	Weighting	The percentage removed from the RAR for each SLA that has not been achieved.

**Table 1:** Abbreviations and definitions used in this Schedule 6

### 3. SERVICE LEVELS THAT INCUR SERVICE CREDITS

3.1 Table 2 below highlights all Service Level requirements which will incur a Service Credit if not met, and provides the following information:

3.1.1 The Key Performance Indicator and a description of its associated Performance Measure;

- 3.1.2 A target value for each criterion (*Service Level Target (weekly average)*) which will be measured per day but averaged over each week (relating to hours of service for a particular channel). This excludes SLA6;
- 3.1.3 A daily 'not to exceed' value for each criterion (*Tolerance (per day)*). For the avoidance of doubt, where present it is the breach of the Tolerance which triggers the service credit; and
- 3.1.4 A weighting (*Weighting*) indicating the percentage reduction applied to the Supplier's Valid Invoice (VI) by which the Revenue At Risk (RAR) is reduced for each Service Level Failure.

Service Level Agreement	Key Performance Indicator	Performance Measure	Service Level Target (weekly average)	Tolerance (per day)	Weighting
SLA 1 - System availability	Availability of the systems provided by the Supplier.	Percentage system availability during the Fully Operational Phases (from the end user perspective).	99.99%	0	2%
SLA 2 – Planned system changes	The completion of system changes.	Percentage of system changes completed within the agreed target timeframe over the Fully Operational Phases.  Percentage of planned and agreed (pre-recorded) IVR changes implemented to agreed timetable.  Percentage of ad-hoc (pre-recorded and non pre-recorded) IVR changes implemented within 60 minutes	99%	0	1%
SLA 3 – Incorrect escalations to the Customer	Queries Escalated to the Customer from the Supplier, where the Customer retrospectively believes the Supplier was able to resolve the query.	Percentage of Escalations that have been passed back from the Customer to the Supplier where it is considered to have been originally escalated to the Customer incorrectly.	5%	6-10%	2%
SLA 4 – Response rate	Calls connected to an Advisor within the target timeframe	The percentage of calls connected to an Advisor within the target timeframe.	80% connected within 30 seconds	79-75%	2%
SLA 5 – Response rate	Social media responded to within the target timeframe	Percentage of social media posts responded to within the target timeframe.	80% answered within 4 working hours	79-75%	2%

Service Level Agreement	Key Performance Indicator	Performance Measure	Service Level Target (weekly average)	Tolerance (per day)	Weighting
SLA 6- Data availability	Critical MI Document Deliverables delivered to the target time frame, during the Fully Operational Phases	Percentage of Critical MI Document Deliverables delivered to the Customer during the Fully Operational Phases to the target timescale	100% by 9.30 each Working Day	0	1% (applied per Working Day)

**Table 2:** Service Levels which apply to the 2019 Rehearsal Fully Operational Phase and the 2021 Census Fully Operational Phase only and incur a Service Credit

3.2 For the purposes of SLA6, the Critical MI Document Deliverables (extracted from Appendix 18 to the Specification Document) are:

Ref.	Deliverable	MI Required	Frequency	Specification	Time Period	Comments
R4.2	Critical Document Deliverable	Number of contacts received  Number of calls to the automated line by abandoned and completed  Number dealt with in the IVR  Number dealt with by advisors by contact channel and query type  Number of calls received out of hours	Daily	Daily and cumulative reports by contact channels, hourly, England/Wales and Northern Ireland	Duration of the 2019 Rehearsal and 2021 Census operational phases	
R4.4	Critical Document Deliverable	Number of social media posts  Number of posts requiring response  Number answered  Number open  Time to answer (average, longest)  Average length of interaction	Daily	Daily and cumulative reports by social media site	Duration of the 2019 Rehearsal and 2021 Census operational phases	

**Table 3:** Extract from Appendix 18 to the Specification Document showing Critical MI Document Deliverables

#### 4. CALCULATION OF SERVICE CREDITS



4.1 The Service Credits that shall accrue in relation to Service Level Failures during the Fully Operational Periods shall be calculated on the basis of the following formula:

*Where AP does not achieve SL (+/- T), then  $((VI - RP) - W)$*

4.2 During the Fully Operational Phases, although the Payment Periods will be Monthly, for the calculation of Service Credits, Service Levels will be measured daily and averaged over each 7-day weekly period. This excludes SLA6 which will be measured on a Working Day basis. However, the cumulative total of all Service Credits due under paragraph 3 and 4 of this Annex 1 to Part A of Schedule 6 shall not exceed 10% of the Valid Invoice for that Month ("**The Service Level Cap**"). Therefore, the maximum RAR value for each 7-day weekly period is 10% for the cumulative total of all Service Level Failures.

4.3 For the avoidance of doubt, the Service Credit Cap will not apply to any Service Credits which may be payable pursuant to the late Achievement of Document Deliverables, as set out in paragraphs 6 to 10 below.

4.4 The Customer appreciates that achievement of Service Levels is dependent upon accuracy of volume forecasting. Although the Supplier and the Customer will jointly develop and refine forecasting models and processes following the award of the Agreement, should any actual volume exceed its estimate by >10%, the Customer will be open to agree a partial or full waiver for an affected Service Level. However, the Customer reserves its rights in this regard.

## 5. SERVICE LEVELS WHICH DO NOT CARRY A SERVICE CREDIT

5.1 Table 4 below highlights all Service Level requirements which do not incur a Service Credit and includes the following information:

5.1.1 The Performance Indicator and a description of its associated Performance Measure;

5.1.2 A target value for each criterion (*Service Level Target (weekly average)*) which will be measured per day but averaged over each week (relating to hours of service for a particular channel);

5.1.3 A daily 'not to exceed' value for each criterion (*Tolerance (per day)*);

5.1.4 There is no Weighting applied to the Supplier's VI and therefore no reduction to the RAR.

Service Level Agreement	Performance Indicator	Performance Measure	Service Level Target (weekly average)	Tolerance (per day)	Weighting
SLA 7 – Response rate	Emails answered within the target timeframe (excludes automated responses)	Percentage of emails responded to within the target timeframe.	80% answered within 8 working hours	79-75%	N/A
SLA 8 – Response rate	Web chat connected within the target timeframe (excludes automated responses)	Percentage of web chats responded to within the target timeframe.	80% answered within 30 seconds	79-75%	N/A
SLA 9 – Response rate	SMS responded to within the target timeframe	Percentage of SMS responded to within the target timeframe.	80% responded to within 5 minutes	79-75%	N/A
SLA 10 - Resolution time per tier	Contacts correctly Escalated to Tier 2 that are resolved within a target time frame.	Percentage of tier 2 contacts that are resolved within the target timeframe.	90% resolved within 4 working hours	89-80%	N/A
SLA 11 - Quality assessment score per channel	The quality assessment score from the Supplier scorecard per channel. The score is out of 5.	Quality assessment average score from the Supplier scorecard per channel.	4	No channel <3.5	N/A
SLA 12 - Quality assessment score for Welsh per channel	The quality assessment score from the Supplier scorecard for Welsh Advisors per channel. The score is out of 5.	Quality assessment average score from the Supplier scorecard for Welsh Advisors per channel.	4	No channel <3.5	N/A
SLA 13 - Customer Satisfaction (CSAT) score per channel	The CSAT score measured through CSAT surveys per channel. The score is out of 5.	Average CSAT score measured through CSAT per channel.	4	No channel <3.5	N/A

**Table 4:** Service Levels which apply to the 2019 Rehearsal and the 2021 Census only and DO NOT incur a Service Credit

5.2 Although the SLAs listed in this paragraph 5 do not have a corresponding Service Credit if not met, the Customer would like to stress that the achievement of these SLAs remains of utmost importance to the delivery of the Services.

**6. SERVICE CREDITS FOR A DELAY IN ACHIEVEMENT OF DOCUMENT DELIVERABLES**

6.1 All Document Deliverable requirements are specified in Appendices 11 – 14 and Appendix 18 (Management Information) to the Specification Document. In such Appendices, the Customer has identified certain Document Deliverables as "Critical Document Deliverables"– these have been extracted in Table 3 and Table 5 below for information.

6.2 In the event that the Supplier fails to Achieve a Document Deliverable by its corresponding Deliverable Date (there is a "**Deliverable Delay**"), then the Supplier shall pay to the Customer a Service Credit for each Working Day of Deliverable Delay. The amount of the Service Credit payable will vary depending on:

- 6.2.1 the length of the Deliverable Delay. This shall be calculated by determining the number of Working Days between the relevant Deliverable Date and the date upon which the Document Deliverable is actually Achieved (i.e. there will be one day of Deliverable Delay if a Document Deliverable is due on Monday 1<sup>st</sup> February but is Achieved on Tuesday 2<sup>nd</sup> of February, or five days of Deliverable Delay if a Document Deliverable is due on Monday 1<sup>st</sup> February but is Achieved on Monday 8<sup>th</sup> of January);
- 6.2.2 the type of Document Deliverable (being one of the following: a Critical Other Document Deliverable, a Non-Critical Other Document Deliverable, a Critical MI Document Deliverable or a Non-Critical MI Document Deliverable).

**7. SERVICE CREDITS FOR A DELAY IN ACHIEVEMENT OF CRITICAL OTHER DOCUMENT DELIVERABLES**

7.1 The amount of Service Credits payable for a Deliverable Delay in relation to a Critical Other Document Deliverable is set out in Table 5 below .

<b>Length of Deliverable Delay</b>	Deliverable Date + 1 - 2 Working Days (i.e. up to 2 Working Days Delay)	Deliverable Date + 3 - 5 Working Days	Deliverable Date + 6- 10 Working Days	Deliverable Date > 10 Working Days
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<b>Service payable</b>	<b>Credit</b>	£1,000 per Document Deliverable per Working Day	£3,000 per Document Deliverable per Working Day	£5,000 per Document Deliverable per Working Day	Right to invoice for Deliverable forfeited as set out in Schedule 3.
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**Table 5:** Service Credit which apply to Critical Other Document Deliverables

7.2 The Critical Other Document Deliverables (extracted from Appendices 11-14) are:

<b>Ref</b>	<b>Deliverable</b>
CCM01.1	Implementation Plan and Project Schedule
CCM01.3	Interface Management Plan
CCM01.6	Business Continuity and Disaster Recovery Plan
CCM01.7	Project Exit Plan
CCM04	Solution Design document
CCM07	Draft Census Resource Plan
CCD01	Updated Business Continuity and Disaster Recovery Plan
CCD12	2019 Rehearsal scripts
CCD13	2019 Rehearsal Training materials
CCO07	Transfer of 2019 Rehearsal data to the Customer
CCO12	Refine implementation plan
CCO13	Finalise Census Resource Plan
CCO16	2021 Census scripts
CCO17	2021 Census Training materials

Ref	Deliverable
CCO20	Final Business Continuity and Disaster Recovery Plan
CCO21	Final Project Exit Plan
CCE01	Data transfer
CCE03	Data disposal certificates
CCE05	Decommissioning certificates

**Table 6: Extract from Appendices 11 – 14 showing Critical Document Deliverables**

## **8. SERVICE CREDITS FOR A DELAY IN ACHIEVEMENT OF NON-CRITICAL OTHER DOCUMENT DELIVERABLES**

8.1 In the event that the Supplier fails to Achieve a Non-Critical Document Deliverable within 24 hours of its Deliverable Date, the Supplier shall pay the Customer £500 as a Service Credit. For each additional Working Day that the Non-Critical Document Deliverable remains not Achieved, a further Service Credit of £500 will be payable by the Supplier.

## **9. SERVICE CREDITS FOR A DELAY IN ACHIEVEMENT OF CRITICAL MI DOCUMENT DELIVERABLES**

9.1 Critical MI Document Deliverables are subject to SLA6 as outlined in Table 2.

## **10. SERVICE CREDITS FOR A DELAY IN ACHIEVEMENT OF NON-CRITICAL MI DOCUMENT DELIVERABLES**

10.1 In the event that the Supplier fails to Achieve a Non-Critical MI Document Deliverable within 24 hours of its Deliverable Date, the Supplier shall pay the Customer £100 as a Service Credit. For each additional Working Day that the Non-Critical Document Deliverable remains not Achieved, a further Service Credit of £100 will be payable by the Supplier.

## WORKED EXAMPLES

### Worked example 1 (using £100 VI for illustrative purposes):

Service Level Agreement: SLA 1 - System availability

Key Performance Indicator: Availability of the systems provided by the Supplier.

Performance Measure: Percentage system availability during the Fully Operational Phases (from the end user perspective).

VI = £100

RP = £90 (i.e. 90%)

RAR = £10 (i.e. 10%)

SL = 99.99%

T = 0

AP = 96%

W = 2%

As  $AP < SL (+/- T)$ , then  $100 - 2 = 98\%$ <sup>1</sup> of the Supplier's VI for that Payment Period will be paid, i.e. 2% of the Charges payable to the Customer as Service Credits to be deducted from the next VI payable by the Cust

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<sup>1</sup> An additional 2% deduction will be acquired for each subsequent failure over the remainder of the Payment Period. However, the clock 'resets' after each 7-day measurement period during the Fully Operational Phases.

**Worked example 2 (using £100 VI for illustrative purposes):**

Service Level Agreement: SLA 3 - Incorrect Escalations to the Customer

Key Performance Indicator: Queries Escalated to the Customer from the Supplier, where the Customer retrospectively believes the Supplier was able to resolve the query.

Performance Measure: Percentage of Escalations that have been passed back from the Customer to the Supplier where it is considered to have been originally escalated to the Customer incorrectly.

VI = £100 (i.e. full payment of this Deliverable)

RP = £90 (i.e. 90%)

RAR = £10 (i.e. 10%)

SL = 5%

T = 6-10%

AP = 12% (failure occurred on 6 occasions during one 7-day weekly period)

W = 2%

As 12% is the actual performance achieved against this Service Level Performance Criterion in a 7-day weekly measurement period, the Tolerance has been exceeded and a Service Credit will apply.

As  $AP < SL (+/- T)$ , then  $100 - (2*6) = 88\%$ . However, the Supplier will receive 90% of the VI as RAR is capped at 10%, i.e. 10% of the Charges payable to the Customer as Service Credits will be deducted from the next VI payable by the Customer.

## **PART B: PERFORMANCE MONITORING**

### **11. PRINCIPAL POINTS**

- 11.1 Part B to this Schedule 6 provides the methodology for monitoring the provision of the Services:
- 11.1.1 to ensure that the Supplier is complying with the Service Levels; and
  - 11.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services ("**Performance Monitoring System**").
- 11.2 Within twenty (20) Working Days of the Commencement Date the Supplier shall submit its proposal to the Customer detailing how it proposes the process in respect of the monitoring and reporting of Service Levels should operate between the Parties and the Parties will endeavour to discuss and agree such process as soon as reasonably possible.

### **12. REPORTING OF SERVICE FAILURES**

- 12.1 The Supplier shall report all Service Level Failures and any Critical Service Level Failure to the Customer in accordance with the processes agreed in paragraph 11.2 of Part B of this Schedule 6 above.

### **13. PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

- 13.1 The Supplier shall provide the Customer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 11.2 of Part B of this Schedule 6 above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 13.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 13.1.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 13.1.3 any Critical Service Level Failures and details in relation thereto;
  - 13.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 13.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 13.1.6 such other details as the Customer may reasonably require from time to time.
- 13.2 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 13.2.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier;



- 13.2.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
  - 13.2.3 be attended by the Supplier's Representative and the Customer's Manager; and
  - 13.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Customer's Representative at each meeting.
- 13.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 13.4 The Supplier shall provide to the Customer such supporting documentation as the Customer 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.

#### **14. SATISFACTION SURVEYS**

- 14.1 In order to assess the level of performance of the Supplier, the Customer may undertake satisfaction surveys in respect of the Supplier's provision of the Services.
- 14.2 The Customer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Agreement.
- 14.3 All other suggestions for improvements to the provision of Services shall be dealt with as part of the continuous improvement programme pursuant to Clause 18 of this Agreement (Continuous Improvement).

## **SCHEDULE 7: SECURITY**

The Parties agree to comply with the provisions of Section C900 (Security and Information Assurance) of the Specification Document.

## **SCHEDULE 8: BUSINESS CONTINUITY AND DISASTER RECOVERY**

The Parties agree to comply with the provisions of Section C1900 (Business Continuity and Disaster Recovery) (BCDR) of the Specification Document.

## **SCHEDULE 9: EXIT MANAGEMENT**

The Parties agree to comply with the provisions of Section C2400 (Exit Planning) of the Specification Document.

## SCHEDULE 10: STAFF TRANSFER

### 1. DEFINITIONS

In this Schedule 10, the following definitions shall apply:

<b>“Admission Agreement”</b>	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Fair Deal Employees”</b>	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Schedule 10 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
<b>“Former Supplier”</b>	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
<b>“New Fair Deal”</b>	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 any amendments to that document immediately prior to the Relevant Transfer Date;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Annex to this Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-Contractor”</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;
<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the

Relevant Transfer takes place;

**“Schemes”**

the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;

**“Service Transfer”**

any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;

**“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 Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;

**“Supplier's Final Supplier Personnel List”**

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

**“Supplier's Provisional Supplier Personnel List”**

a list prepared and updated by the Supplier of all Supplier Personnel 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;

**“Transferring Customer Employees”**

those employees of the Customer 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 Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

**2. INTERPRETATION**

Where a provision in this Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

## PART A

### TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES

#### 1. RELEVANT TRANSFERS

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.

1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

#### 2. CUSTOMER INDEMNITIES

2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Customer in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee occurring before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:

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

(b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;

2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;



- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and
- 2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Commencement Date.

2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
  - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
  - 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date;
  - 3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
  - 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
  - 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
  - 5.2.4 the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Change Control Procedure.

## **6. PENSIONS**

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

## ANNEX TO PART A: PENSIONS

### 1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
- 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
- 1.2.4 agree that the Customer may terminate this Agreement in the event that the Supplier breaches the Admission Agreement:
  - (a) and that breach is not capable of being remedied; or
  - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### 2. FUTURE SERVICE BENEFITS

2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.

2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3. FUNDING**

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4. PROVISION OF INFORMATION**

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5. INDEMNITY**

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the applicable period either:
- 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- 8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.



## **PART B**

### **TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. RELEVANT TRANSFERS**

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

#### **2. FORMER SUPPLIER INDEMNITIES**

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

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

(b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;

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

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
- 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
- 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Commencement Date.

2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
  - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions;

- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective

duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

## **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

## **6. PROCUREMENT OBLIGATIONS**

Notwithstanding any other provisions of this Part B, where in this Part B the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **7. PENSIONS**

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

## ANNEX TO PART B: PENSIONS

### 1. PARTICIPATION

1.1 The Supplier undertakes to enter into the Admission Agreement.

1.2 The Supplier and the Customer:

- 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
- 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
- 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
- 1.2.4 agree that the Customer may terminate this Agreement for material default in the event that the Supplier breaches the Admission Agreement:
  - (a) and that breach is not capable of being remedied; or
  - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.

1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### 2. FUTURE SERVICE BENEFITS

2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.

2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in

accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3. FUNDING**

3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.

3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4. PROVISION OF INFORMATION**

The Supplier and the Customer respectively undertake to each other:

4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and

4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5. INDEMNITY**

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier



to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the applicable period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Agreement, to terminate the Agreement or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Agreement,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this sub-paragraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;

8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## PART C

### NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES

#### 1. PROCEDURE IN THE EVENT OF TRANSFER

- 1.1 The Customer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
  - 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
- 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved,
- the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

#### 2. INDEMNITIES

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
- 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer 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 Sub-Contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
    - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
    - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,  
in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
  - (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Commencement Date.

### **3. PROCUREMENT OBLIGATIONS**

Where in this Part C the Customer 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 Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## PART D

### EMPLOYMENT EXIT PROVISIONS

#### 1. PRE-SERVICE TRANSFER OBLIGATIONS

1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:

- 1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
- 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Agreement;
- 1.1.3 the date which is twelve (12) months before the end of the Contract Period; and
- 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),

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

1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:

- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
- 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).

1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.

1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.

1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):

- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier's Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
- 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

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

1.6 During the Contract Period, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which Services are organised, which shall include:

- 1.6.1 the numbers of employees engaged in providing the Services;
- 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
- 1.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Schedule 10 (as appropriate); and
- 1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;

- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Agreement or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or

- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
  - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Agreement and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
  - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
    - (a) any claim for:



- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,  
in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

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

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

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

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

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

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined

that the Employment Regulations applied so as to transfer his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

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

**ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS**

## SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

### 1. DEFINITIONS

1.1 In this Schedule 11, the following definitions shall apply:

<b>"CEDR"</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>"Counter Notice"</b>	has the meaning given to it in paragraph 6.2 of this Schedule 11;
<b>"Expert"</b>	the person appointed by the Parties in accordance with paragraph 5.2 of this Schedule 11;
<b>"Mediator"</b>	the independent third party appointed in accordance with paragraph 4.2 of this Schedule 11; and
<b>"Senior Officers"</b>	are senior officials of the Customer and Supplier that have been instructed by the Customer Representative and Supplier Representative respectively to resolve the Dispute by commercial negotiation.

### 2. INTRODUCTION

2.1 The Parties shall first seek to resolve a Dispute by following the Escalation Process described in paragraph 3 of this Schedule 11.

2.2 If the Dispute is not resolved by the Parties following the Escalation Process:

2.2.1 either Party may serve a Dispute Notice (see paragraph 3.1 below) and shall attempt to resolve the Dispute firstly through mediation (as prescribed in paragraph 4 of this Schedule 11); and

2.2.2 if mediation is not agreed by the Parties, the Parties may proceed to arbitration (as prescribed in paragraph 6 of this Schedule 11) or litigation (in accordance with Clause 56.1 of this Agreement (Governing Law and Jurisdiction)).

2.3 Specific issues may be referred to Expert Determination (as prescribed in paragraph 5 of this Schedule 11) where specified under the provisions of this Agreement and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Schedule 11.

2.4 Save in relation to paragraph 4.5, the Parties shall bear their own legal costs in resolving Disputes under this Schedule 11.

### 3. ESCALATION PROCESS

3.1 The Parties shall first follow the Escalation Process set out in section C800 (Escalation Process) of the Specification Document. If the Dispute is not resolved by the Parties following the Escalation Process, then either Party may serve a Dispute Notice in accordance with section C805 of the Specification Document.

3.2 The Dispute Notice shall set out:

3.2.1 the material particulars of the Dispute;

3.2.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and

3.2.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 7 of this Schedule 11, the reason why.

3.3 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Agreement regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

#### **4. MEDIATION**

4.1 Pursuant to paragraph 2.1.3 of this Schedule 11, if a Dispute Notice is served, the Parties shall attempt to resolve the Dispute by way of mediation. The Parties may follow the CEDR's Model Mediation Procedure which is current at the time the Dispute Notice is served (or such other version as the Parties may agree) or a mediation procedure that is agreed between the Parties.

4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Dispute Notice then either Party may apply to CEDR to nominate the Mediator.

4.3 If neither Party applies to CEDR to nominate the Mediator or an application to CEDR is unsuccessful under paragraph 4.2 of this Schedule 11, either Party may proceed to:

4.3.1 hold further discussions between Senior Officers; or

4.3.2 an Expert determination, as prescribed in paragraph 5 of this Schedule 11; or

4.3.3 arbitration, as prescribed in paragraph 6 of this Schedule 11; or

4.3.4 litigation in accordance with Clause 57 of this Agreement (Governing Law and Jurisdiction).

4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.

4.6 The costs of any mediation procedure used to resolve the Dispute under this paragraph 4 of this Schedule 11 shall be shared equally between the Parties.

#### **5. EXPERT DETERMINATION**

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Services or otherwise relates to a technical matter of an accounting or financing nature (as the Parties may agree), either Party may request (such request shall not be unreasonably withheld or delayed by the Parties) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.
- 5.3 The Expert shall act on the following basis:
- 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
  - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
  - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
  - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
  - 5.3.5 the process shall be conducted in private and shall be confidential; and
  - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

## 6. ARBITRATION

- 6.1 Either of the Parties may, at any time before court proceedings are commenced and after the Parties have attempted to resolve the Dispute by mediation and Expert determination (if applicable), refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Schedule 11.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 56.1 of this Agreement (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:
- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Schedule 11 shall apply;
  - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Agreement

(Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;

6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Schedule 11 or commence court proceedings in the courts in accordance with Clause 56.1 of this Agreement (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.

6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Schedule 11, the Parties hereby confirm that:

6.4.1 all disputes, issues or claims arising out of or in connection with this Agreement (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs 6.4.5 and 6.4.6 of this Schedule 11);

6.4.2 the arbitration shall be administered by the LCIA;

6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;

6.4.5 the arbitration proceedings shall take place in London and in the English language; and

6.4.6 the seat of the arbitration shall be London.

## **7. EXPEDITED DISPUTE TIMETABLE**

7.1 In exceptional circumstances where the use of the times in this Schedule 11 would be considered unreasonable by the Parties, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.

7.2 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 7.1 of this Schedule 11 or is otherwise specified under the provisions of this Agreement, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Schedule 11:

7.2.1 in paragraph 2.8, fourteen (14) Working Days;

7.2.2 in paragraph 3.2, ten (10) Working Days;

7.2.3 in paragraph 4.2, ten (10) Working Days;

7.2.4 in paragraph 5.2, five (5) Working Days; and



- 7.2.5 in paragraph 6.2, ten (10) Working Days.
- 7.3 If at any point it becomes clear that an applicable deadline under paragraph 7.2 of this Schedule 11 cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the relevant deadline.
- 7.4 If, pursuant to paragraph 7.2 of this Schedule 11, the Parties fail to agree within two (2) Working Days after the relevant deadline has passed, the Customer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs under paragraph 7.2 (or no less than two (2) Working Days in the case of Paragraph 5.2 of this Schedule 11).
- 7.5 Any agreed extension under paragraph 7.2 of this Schedule 11 shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Customer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

## **8. URGENT RELIEF**

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1 for interim or interlocutory remedies in relation to this Agreement or infringement by the other Party of that Party's Intellectual Property Rights; or
  - 8.1.2 where compliance with the Escalation Process and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period; or
  - 8.1.3 if the Parties fail to resolve a matter through the Escalation Process and mediation (where applicable) is unsuccessful within 60 working days or such period as may be agreed by the Parties then any Dispute between the Parties may be referred to the Courts.

**SCHEDULE 12: NOT USED**

### **SCHEDULE 13: TRANSPARENCY REPORTS**

Details of all reporting requirements are contained in sections C400 and C600 of Schedule 2 (Specification Document).

## SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES

### 1. INTRODUCTION

1.1 This Schedule 14 specifies the range of Alternative Clauses and Additional Clauses that may be requested in the Call Off Order Form and, if requested in the Call Off Order Form, shall apply to this Agreement.

### 2. CLAUSES SELECTED

2.1 The Customer has not requested any of the Alternative Clauses in the Call Off Order Form.

2.2 The Customer has, in the Call Off Order Form, requested the following Additional Clauses should apply:

2.2.1 Security Measures (see paragraph 5.1 of this Schedule 14);

2.2.2 Obligations to Advertise Supply Chain Opportunities (see paragraph 8 of this Schedule 14); and

2.2.3 'Additional Clauses: ONS' (see paragraph 10 of this Schedule 14).

### 3. IMPLEMENTATION

3.1 The appropriate changes made in this Agreement to implement the Additional Clauses specified in paragraph 2.2 of this Schedule 14 shall be deemed to be incorporated into this Agreement.

### 4. ALTERNATIVE CLAUSES

4.1 Not Used.

### 5. ADDITIONAL CLAUSES: GENERAL

#### 5.1 Security Measures

5.1.1 The following definitions to be added to Schedule 1 (Definitions) to the Call Off Order Form and the Call Off Terms:

"**Document**" includes specifications, plans, drawings, photographs and books;

"**Secret Matter**" means any matter connected with or arising out of the performance of this Agreement which has been, or may hereafter be, by a notice in writing given by the Customer to the Supplier be designated 'top secret', 'secret', or 'confidential';

"**Servant**" where the Supplier is a body corporate shall include a director of that body and any person occupying in relation to that body the position of director by whatever name called.

5.1.2 The following new Clause 58 shall apply:

#### **58. SECURITY MEASURES**

58.1. The Supplier shall not, either before or after the completion or termination of this Agreement, do or permit to be done anything which

it knows or ought reasonably to know may result in information about a Secret Matter being:

- 58.1.1. without the prior consent in writing of the Customer, disclosed to or acquired by a person who is an alien or who is a British subject by virtue only of a certificate of naturalisation in which his name was included;
  - 58.1.2. disclosed to or acquired by a person as respects whom the Customer has given to the Supplier a notice in writing which has not been cancelled stating that the Customer requires that Secret Matters shall not be disclosed to that person;
  - 58.1.3. without the prior consent in writing of the Customer, disclosed to or acquired by any person who is not a Servant of the Supplier; or
  - 58.1.4. disclosed to or acquired by a person who is an employee of the Supplier except in a case where it is necessary for the proper performance of this Agreement that such person shall have the information.
- 58.2. Without prejudice to the provisions of Clause 58.1, the Supplier shall, both before and after the completion or termination of this Agreement, take all reasonable steps to ensure:
- 58.2.1. no such person as is mentioned in Clauses 58.1, 58.1.1 or 58.1.2 hereof shall have access to any item or document under the control of the Supplier containing information about a Secret Matter except with the prior consent in writing of the Customer;
  - 58.2.2. that no visitor to any premises in which there is any item to be supplied under this Agreement or where Services are being supplied shall see or discuss with the Supplier or any person employed by him any Secret Matter unless the visitor is authorised in writing by the Customer so to do;
  - 58.2.3. that no photograph of any item to be supplied under this Agreement or any portions of the Services shall be taken except insofar as may be necessary for the proper performance of this Agreement or with the prior consent in writing of the Customer, and that no such photograph shall, without such consent, be published or otherwise circulated;
  - 58.2.4. that all information about any Secret Matter and every document model or other item which contains or may reveal any such information is at all times strictly safeguarded, and that, except insofar as may be necessary for the proper performance of this Agreement or with the prior consent in writing of the Customer, no copies of or extracts from any such document, model or item shall be made or used and no

designation of description which may reveal information about the nature or contents of any such document, model or item shall be placed thereon; and

- 58.2.5. that if the Customer gives notice in writing to the Supplier at any time requiring the delivery to the Customer of any such document, model or item as is mentioned in Clause 58.2.3, that document, model or item (including all copies of or extracts therefrom) shall forthwith be delivered to the Customer who shall be deemed to be the owner thereof and accordingly entitled to retain the same.
- 58.3. The decision of the Customer on the question whether the Supplier has taken or is taking all reasonable steps as required by the foregoing provisions of Clause 58 shall be final and conclusive.
- 58.4. If and when directed by the Customer, the Supplier shall furnish full particulars of all people who are at any time concerned with any Secret Matter.
- 58.5. If and when directed by the Customer, the Supplier shall secure that any person employed by it who is specified in the direction, or is one of a class of people who may be so specified, shall sign a statement that he understands that the Official Secrets Act, 1911 to 1989 and, where applicable, the Atomic Energy Act 1946, apply to the person signing the statement both during the carrying out and after expiry or termination of this Agreement.
- 58.6. If, at any time either before or after the expiry or termination of this Agreement, it comes to the notice of the Supplier that any person acting without lawful authority is seeking or has sought to obtain information concerning this Agreement or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Supplier to the Customer and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Supplier shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Supplier with a statement of the facts as aforesaid.
- 58.7. The Supplier shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Secret Matter as to appreciate its significance, under a duty to the Supplier to observe the same obligations in relation to that matter as are imposed on the Supplier by Clauses 58.1 and 58.2 and shall, if directed by the Customer, place every person who is specified in the direction or is one of a class of people so specified, under the like duty in relation to any Secret Matter which may be specified in the direction, and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of Clause

58 observes the said obligations, and the Supplier shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Supplier with all necessary particulars.

58.8. The Supplier shall, if directed by the Customer, include in the Sub-Contract provisions in such terms as the Customer may consider appropriate for placing the Sub-Contractor under obligations in relation to secrecy and security corresponding to those placed on the Supplier by Clause 58, but with such variations (if any) as the Customer may consider necessary. Further the Supplier shall:

58.8.1. give such notices, directions, requirements and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to secrecy and security which are included in Sub-Contracts under Clause 58 into operation in such cases and to such extent as the Customer may direct;

58.8.2. if there comes to its notice any breach by the Sub-Contractor of the obligations of secrecy and security included in their Sub-Contracts in pursuance of Clause 58, notify such breach forthwith to the Customer; and

58.8.3. if and when so required by the Customer, exercise its power to determine the Sub-Contract under the provision in that Sub-Contract which corresponds to Clause 58.11.

58.9. The Supplier shall give the Customer such information and particulars as the Customer may from time to time require for the purposes of satisfying the Customer that the obligations imposed by or under the foregoing provisions of Clause 58 have been and are being observed and as to what the Supplier has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Supplier shall secure that a representative of the Customer duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Agreement or in which there is or will be any item to be supplied under this Agreement, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Agreement and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection.

58.10. Nothing in Clause 58 shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.

58.11. If the Customer shall consider that any of the following events has occurred:

- 58.11.1. that the Supplier has committed a breach of, or failed to comply with any of, the foregoing provisions of Clause 58; or
- 58.11.2. that the Supplier has committed a breach of any obligations in relation to secrecy or security imposed upon it by any other contract with the Customer, or with any department or person acting on behalf of the Crown; or
- 58.11.3. that by reason of an act or omission on the part of the Supplier, or of a person employed by the Supplier, which does not constitute such a breach or failure as is mentioned in 58.11.2, information about a Secret Matter has been or is likely to be acquired by a person who, in the opinion of the Customer, ought not to have such information;

and shall also decide that the interests of the State require the termination of this Agreement, the Customer may by notice in writing terminate this Agreement forthwith.

58.12. A decision of the Customer to terminate this Agreement in accordance with the provisions of Clause 58.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Customer's decision is based.

58.13. Supplier's notice

- 58.13.1. The Supplier may within five (5) Working Days of the termination of this Agreement in accordance with the provisions of Clause 58.11, give the Customer notice in writing requesting the Customer to state whether the event upon which the Customer's decision to terminate was based is an event mentioned in Clauses 58.11, 58.11.1 or 58.11.2 and to give particulars of that event; and
- 58.13.2. the Customer shall within ten (10) Working Days of the receipt of such a request give notice in writing to the Supplier containing such a statement and particulars as are required by the request.

58.14. Matters pursuant to termination

- 58.14.1. The termination of this Agreement pursuant to Clause 58.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination;
- 58.14.2. The Supplier shall be entitled to be paid for any work or thing done under this Agreement and accepted but not paid for by the Customer at the date of such termination either at the price which would have been payable under this Agreement if this Agreement had not been terminated, or at a reasonable price;



- 58.14.3. The Customer may take over any work or thing done or made under this Agreement (whether completed or not) and not accepted at the date of such termination which the Customer may by notice in writing to the Supplier given within thirty (30) Working Days from the time when the provisions of Clause 58 shall have effect, elect to take over, and the Supplier shall be entitled to be paid for any work or thing so taken over a price which, having regard to the stage which that work or thing has reached and its condition at the time it is taken over, is reasonable. The Supplier shall in accordance with directions given by the Customer, deliver any work or thing taken over under this Clause, and take all such other steps as may be reasonably necessary to enable the Customer to have the full benefit of any work or thing taken over under this Clause; and
- 58.14.4. Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination of this Agreement.
- 58.15. If, after notice of termination of this Agreement pursuant to the provisions of 58.11:
- 58.15.1. the Customer shall not within ten (10) Working Days of the receipt of a request from the Supplier, furnish such a statement and particulars as are detailed in Clause 58.13.1; or
- 58.15.2. the Customer shall state in the statement and particulars detailed in Clause 58.13.2. that the event upon which the Customer's decision to terminate this Agreement was based is an event mentioned in Clause 58.11.3,
- the respective rights and obligations of the Supplier and the Customer shall be terminated in accordance with the following provisions:
- 58.15.3. the Customer shall take over from the Supplier at a fair and reasonable price all unused and undamaged materials, bought-out parts and components and articles in course of manufacture in the possession of the Supplier upon the termination of this Agreement under the provisions of Clause 58.11 and properly provided by or supplied to the Supplier for the performance of this Agreement, except such materials, bought-out parts and components and articles in course of manufacture as the Supplier shall, with the concurrence of the Customer, elect to retain;
- 58.15.4. the Supplier shall prepare and deliver to the Customer within an agreed period or in default of agreement within such period as the Customer may specify, a list of all such unused and undamaged materials, bought-out parts and components and articles in course of manufacture liable to be taken over by or previously belonging to the Customer and shall deliver such materials and items in accordance with the directions of the

Customer who shall pay to the Supplier fair and reasonable handling and delivery charges incurred in complying with such directions;

58.15.5. the Customer shall indemnify the Supplier against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Supplier in connection with this Agreement to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Agreement;

58.15.6. if hardship to the Supplier should arise from the operation of Clause 58.15 it shall be open to the Supplier to refer the circumstances to the Customer who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Customer on any matter arising out of this Clause 58.15 shall be final and conclusive; and

subject to the operation of Clauses 58.15.3, 58.15.4, 58.15.5 and 58.15.6 termination of this Agreement shall be without prejudice to any rights of either party that may have accrued before the date of such termination.

**6. NOT USED**

**7. NOT USED**

**8. OBLIGATION TO ADVERTISE SUPPLY CHAIN OPPORTUNITIES**

8.1 The following new Clause 59 shall apply:

**59. Obligation to Advertise Supply Chain Opportunities**

59.1. The Supplier shall ensure that all Sub-Contracts, which the Supplier intends to procure following date of this Agreement, and which the Supplier has not, before the date of this Agreement, already awarded to a particular Sub-Contractor, are:

59.1.1. advertised; and

59.1.2. awarded following a fair, transparent and competitive process proportionate to the nature and value of the Sub-Contract.

59.2. Any Sub-Contract awarded by the Supplier pursuant to Clause 59.1 must contain suitable provisions to impose, as between the parties of the Sub-Contract:

59.2.1. requirements to the same effect as those in Clause 59.1; and

59.2.2. a requirement for the Sub-Contractor to include in any Sub-Contract which it in turn awards, suitable provisions to impose,

as between the parties to that Sub-Contract, requirements to the same effect as those required by this Clause 59.2.

## 9. NOT USED

## 10. ADDITIONAL CLAUSES: ONS

### 10.1 Collaboration

10.1.1 The following new Clause 60 shall apply:

#### 60. Collaboration

60.1. The Supplier acknowledges that:

60.1.1. the Services it provides to the Customer pursuant to this Agreement form part of the Customer's wider vision and objectives in relation to the successful delivery of the Census; and

60.1.2. as part of the wider Programme, all parties will be expected to collaborate together in order to ensure the smooth and effective delivery of an end-to-end service to the Customer (which may include entering into collaboration agreements).

60.2. The Supplier shall:

60.2.1. co-operate with Other Suppliers and provide reasonable information (including any documentation), advice and assistance in connection with the Services to any Other Supplier to enable such Other Supplier to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to the Customer and/or to any Replacement Supplier; and

60.2.2. comply with the provisions of Schedule 2 (Specification Document) regarding collaboration with Others, in particular the requirements of Section A400 (Collaborative Working), A500 (Working with Other Third Parties) and B1300 (Managing Interfaces with Others), of Schedule 2 (Specification Document).

60.3. The Customer may, at its sole discretion, instruct a nominated representative to act on its behalf or to manage the Customer's role in respect of collaboration and any collaboration agreement which may be entered into with Others. The Supplier shall comply with the instructions of such nominated representative as if such nominated representative were acting in the same capacity as the Customer for the purpose of the collaboration agreement.

60.4. In addition to the provisions set out above, where the Supplier has been deemed by the Customer to be a 'key supplier', the Supplier shall

also comply with the requirements set out in Section B1700 (Key Supplier) of Schedule 2 (Specification Document).

## 10.2 Prevention of Modern Slavery

10.2.1 The following new Clause 61 shall apply:

### 61. Prevention of Modern Slavery

- 61.1. In performing its obligations under this Agreement, the Supplier:
- 61.1.1. shall ensure that it, its officers, employees, Sub-Contractors and other persons associated with it, complies with the Modern Slavery Act 2015 and any anti-slavery and human trafficking policy that the Customer has in place from time to time;
  - 61.1.2. represents and warrants that, at the date of this Agreement, neither the Supplier nor any of the Supplier Personnel:
    - (a) has been convicted of any offence involving slavery and human trafficking anywhere in the world; and/or
    - (b) is or has been notified that it may be the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
  - 61.1.3. shall maintain a complete set of records of all documentation and materials provided to the Customer in connection with this Agreement and shall implement procedures for its own Supplier Personnel, suppliers, Sub-Contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains. The Supplier shall make records available for inspection by the Customer upon reasonable request;
  - 61.1.4. shall notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and
  - 61.1.5. shall indemnify the Customer against any losses, liabilities, damages, costs (including, but not limited to, legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach by the Supplier of the Modern Slavery Act 2015.

- 61.2. Each Party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements of Clause 61.1.
- 61.3. The Customer may terminate this Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach or suspected breach of Clause 61.1 or 61.2.

### 10.3 Anti-facilitation of Tax-Evasion

10.3.1 The following new Clause 62 shall apply:

#### 62. Anti-facilitation of Tax-Evasion

62.1. In respect of the anti-facilitation of tax evasion, the Supplier shall:

62.1.1. comply with all applicable Laws relating to taxation, the prevention of tax evasion and the prevention of the facilitation of tax evasion (whether within, or outside of, the United Kingdom) including but not limited to the Criminal Finances Act 2017 ("**Relevant Tax Requirements**");

62.1.2. not engage in any activity, practice or conduct which would:

(a) constitute:

(i) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017 ("**UK Tax Evasion Offence**"); or

(ii) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017 ("Foreign Tax Evasion Offence"); or

(b) facilitate a UK Tax Evasion Offence or Foreign Tax Evasion Offence (together, a "**Tax Evasion Offence**") within the meaning of sections 45(5) or 46(6) of the Criminal Finances Act 2017; or

(c) fail to prevent the facilitation of a Tax Evasion Offence;

62.1.3. comply with Good Industry Practice and the Customer's policies in relation to anti-facilitation of tax evasion;

62.1.4. have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) under the Criminal Finances Act 2017 and to ensure continued compliance with the Relevant Tax Requirements and this Clause 62, and will enforce them where appropriate;

- 62.1.5. promptly report to the Customer any fact or circumstance which indicates that the Supplier, or any person associated with the Supplier under Clause 62.2, is or could be involved in tax evasion or the facilitation of a Tax Evasion Offence in connection with the performance of this Agreement; and
  - 62.1.6. within two months of the date of this Agreement, and annually thereafter, certify to the Customer in writing signed by an officer of the Supplier, compliance with this Clause 62 by the Supplier and all persons associated with it under Clause 62.2. The Supplier shall provide such supporting evidence of compliance as the Customer may reasonably request.
- 62.2. The Supplier shall ensure that any person associated with the Supplier who is performing services and/or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in Clause 62.1. The Supplier shall be responsible for the observance and performance by such persons of these relevant provisions, and shall be directly liable to the Customer for any breach by such persons of any of these relevant provisions.
- 62.3. Breach of Clauses 62.1 and 62.2 shall be deemed a material Default of this Agreement.
- 62.4. For the purposes of Clause 62, the meaning of prevention procedures and whether a person is associated with another person shall be determined in accordance with sections 44(4), 44(5), 45(3) and 46(4), as applicable of the Criminal Finances Act 2017 (and any guidance issued under section 47 of that Act). For the purposes of Clause 62 a person associated with the Supplier includes but is not limited to any Sub-Contractor of the Supplier.

#### 10.4 **Open Book Contract Management**

- 10.4.1 The following definition shall be added to Schedule 1 (Definitions) of this Agreement:

**"Open Book Contract Management"** means the process for sharing and management of charges, costs, operational and performance data between the Supplier and the Customer in line with government guidance and policy from time to time (including but not limited to Procurement Policy Note 05/16).

- 10.4.2 The following new Clause 63 shall apply:

#### **63. Open Book Contract Management**

- 63.1. Where required by the Customer, the Supplier shall also comply with the Customer's processes and procedures relating to Open Book Contract Management.



**SCHEDULE 15: CALL OFF TENDER**

**[Supplier's Final Tender to be inserted here]**



**SCHEDULE 16: NOT USED**

**SCHEDULE 17: NOT USED**

# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix A / Part 2 / Schedule 2**

**Specification Document**

**Version: 1.0**

**Date: February 2018**

**Document Number: PU-17-0386**

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## Introduction

### Organisation of this Document

The Supplier shall deliver the Services in accordance with this Specification Document including the Appendices.

This Specification Document is organised into the following Sections:

- **Section A: General Information**

This Section provides a description of the Customer, the UKSA, the Census, the Devolved Administrations, the Programme, the Programme Delivery Plan, the Programme Priority Themes, and key dates relevant to the Programme. Also provides information on the Customer's requirements for 'ways of working' and collaborative working practices for suppliers on the Programme.

- **Section B: Specific Requirements**

This Section provides a description of the Services that the Supplier is to provide including the extent of the Supplier's design responsibility, the intended schedule and sequence that the Services are to be carried out, any restraints on how the Services will be provided and any interfaces with Other Third Parties that affect how the Supplier is to provide the Services.

- **Section C: General Requirements**

This Section describes the policies, standards, processes and procedures that have been developed and implemented by the Customer, and sets out the matters that the Supplier shall comply with when the Supplier delivers the Services.

- **Section D. Appendices**

This Section includes a list of all the documents that are referred to throughout this Specification Document and which are incorporated into this Specification Document through reference.

## Section A. General Information

## A100 The Customer, the UKSA, and the GSS

<b>A101 Overview</b>	This Section provides the Supplier with information about the Customer, the UKSA and the GSS.
<b>A102 The United Kingdom Statistics Authority (UKSA)</b>	<p>The UKSA is an independent body operating at arm's length from the Government as a non-ministerial department, directly accountable to Parliament. It was established on 1 April 2008 by the Statistics and Registration Service Act 2007.</p> <p>The UKSA is responsible for promoting and safeguarding the production and publication of official statistics which serve the public good. It is also required to promote and safeguard the quality and comprehensiveness of official statistics, and ensure good practice in relation to official statistics.</p> <p>The UKSA is led by the Chair of the UKSA. The National Statistician is the Chief Executive of the UKSA.</p>
<b>A103 The Customer</b>	<p>The Customer is the Office for National Statistics (ONS). The Customer is the executive office of the UKSA.</p> <p>The Customer is the UK's largest independent producer of official statistics and its recognised National Statistical Institute. The Customer is responsible for collecting and publishing statistics related to the economy, population and society at national, regional and local levels. The Customer also conducts the Census in England and Wales every 10 years.</p> <p>The Customer is independent of ministers and instead reports through the UKSA to Parliament and the Devolved Administrations (as defined in Section A200 of this Specification Document).</p> <p>The Customer is led by the National Statistician.</p>
<b>A104 The Government Statistical Service (GSS)</b>	<p>The GSS is a community of all those involved in the production of official statistics in the UK. The GSS includes representatives of the Customer.</p> <p>The GSS is a flexible and diverse network of people across many different organisations, including Government departments, agencies and the devolved administrations. The GSS includes statisticians and others providing high quality information, analysis and advice to decision makers.</p> <p>The GSS is led by the National Statistician.</p>



## A200 Devolved Administrations

<b>A201 Overview</b>	This Section provides the Supplier with information about the Devolved Administrations, and how the Customer collaborates with the Devolved Administrations to deliver consolidated UK-wide census outputs.
<b>A202 The Devolved Administrations</b>	<p>The Devolved Administrations comprise the governments and administrations of Wales, Scotland and Northern Ireland. The Devolved Administrations are each responsible for delivering the census in each of their countries.</p> <p>The Customer collaborates with the records offices from each of the Devolved Administrations to ensure that the census activities are delivered in a consistent and efficient manner.</p>
<b>A203 The Welsh Census</b>	<p>The Customer (working with and alongside the Welsh Government Statistics and Research) shall undertake the Welsh Census.</p> <p>The Supplier shall provide the Services in Wales as a part of the Welsh Census.</p>
<b>A204 The Scotland Census</b>	<p>NRS is responsible for undertaking the Scotland Census.</p> <p>If the Customer so instructs, the Supplier shall provide the Services in Scotland, working for and on behalf of the NRS, as a part of the Scotland Census.</p>
<b>A205 The Northern Ireland Census</b>	<p>NISRA is responsible for undertaking the Northern Ireland Census.</p> <p>If the Customer so specifies, the Supplier shall provide the Services in Northern Ireland, working for and on behalf of the NISRA, as a part of the Northern Ireland Census.</p>
<b>A206 The UK Census Committee (UKCC)</b>	<p>The UKCC is responsible for discussing and resolving strategic issues related to the hosting of the Census, the Welsh Census, the Scotland Census and the Northern Ireland Census.</p> <p>The UKCC comprises the National Statistician (representing the Customer), and the Registrar Generals from the statistical institutes of each of the Devolved Administrations; and the director / senior responsible officer from each of the Census, the Welsh Census, the Scotland Census and the Northern Ireland Census.</p>
<b>A207 UK Census Harmonisation Working Group</b>	<p>The UK Census Harmonisation Working Group is responsible for:</p> <ul style="list-style-type: none"> <li>• managing the coordinated delivery of the Census activities across England and the Devolved Administrations;</li> <li>• identifying potential areas of joint-working (between the Records Offices);</li> <li>• managing risks to harmonisation of UK Census outputs.</li> </ul> <p>The UK Census Harmonisation Working Group comprises representatives of the Customer and the Records Offices of each of the Devolved Administrations.</p>

## A300 Census Transformation Programme

<b>A301 Overview</b>	This Section provides the Supplier with information about the Census Transformation Programme.
<b>A302 The Programme</b>	The Programme is the Census Transformation Programme. The Programme will (amongst other things) include the delivery by the Customer of the Census.
<b>A303 Programme Vision</b>	<p>The Programme Vision is:</p> <p style="text-align: center;"><i>“to make the best use of all available data in England and Wales to enhance the provision of population statistics.”</i></p>
<b>A304 Programme Objectives</b>	<p>The seven Programme Objectives are as follows:</p> <ol style="list-style-type: none"> <li>1. To run a high quality 2021, predominantly online, census data collection operation.</li> <li>2. To produce integrated outputs from census, administrative and survey data.</li> <li>3. To make a recommendation about the future nature of the census and methods for the production of population statistics beyond 2021.</li> <li>4. To protect, and be seen to protect, confidential personal data.</li> <li>5. To maximise the potential for wider benefits to the Customer.</li> <li>6. To provide value for money.</li> <li>7. To maximise benefits from the Census for all stakeholders (local and central Government, public, private and voluntary sectors).</li> </ol> <p>In assessing the achievement of the Programme Objectives, the Customer anticipates using the following success criteria:</p> <ul style="list-style-type: none"> <li>• Achieving an overall response rate of at least 94 per cent.</li> <li>• Achieving a response rate of at least 80 per cent for all local authorities.</li> <li>• Achieving an online response rate of at least 75 per cent.</li> <li>• Realising good value for money for the tax payer (benefits-v-costs).</li> <li>• Protect and be seen to protect personal data.</li> <li>• Delivering the first outputs within 12 months of Census Day.</li> <li>• Maximising the potential for wider benefits to the Customer.</li> <li>• Delivering a robust recommendation made about the future of the census and population statistics beyond 2021 (with sufficient evidence).</li> </ul>
<b>A305 Programme Tranches</b>	<p>The three Programme Tranches are as follows:</p> <ul style="list-style-type: none"> <li>• <u>Programme Tranche 1: Test</u></li> </ul>

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	<p>This Programme Tranche covers the activities of the Programme that take place up until the end of 2017. This period of activity includes the delivery of small- and medium-scale tests throughout 2016 and 2017.</p> <ul style="list-style-type: none"> <li>• <u>Programme Tranche 2: Rehearsal</u></li> </ul> <p>This Programme Tranche covers the activities of the Programme that take place from 1 January 2018 until 31 December 2019. This period of activity includes the delivery of the 2019 Rehearsal. Programme Tranche 2 will also see the Programme undertake approximately 80 Service Test Events, culminating in the delivery of the 2019 Rehearsal.</p> <ul style="list-style-type: none"> <li>• <u>Programme Tranche 3: Census Operation</u></li> </ul> <p>This Programme Tranche covers the activities of the Programme that take place from 1 January 2020 until the delivery of the National Statistician’s Recommendation. This period of activity includes the delivery of the Census (including its outputs) and the delivery of the National Statistician’s Recommendation.</p>																		
<p><b>A306 Programme Priority Themes</b></p>	<p>The eight Programme Priority Themes are as follows:</p> <table border="1" data-bbox="464 846 1401 1892"> <thead> <tr> <th colspan="2" data-bbox="464 846 1401 913"><b>Programme Priority Theme</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="464 913 707 1025"><b>1. Quality</b></td> <td data-bbox="707 913 1401 1025">Delivering world-class census outputs for 2021 and beyond, realising the Programme Vision, meeting the Quality Objectives and end-user needs.</td> </tr> <tr> <td data-bbox="464 1025 707 1171"><b>2. Timeliness</b></td> <td data-bbox="707 1025 1401 1171">The Programme must realise all of its milestones and objectives in line with the Baseline Schedule and, critically, the delivery on the Census Day itself and the timely production of outputs.</td> </tr> <tr> <td data-bbox="464 1171 707 1317"><b>3. Cost Control</b></td> <td data-bbox="707 1171 1401 1317">Delivering the Programme within the budgetary constraints. This will involve good cost planning with a focus on realising early cost certainty; backed up with robust cost management procedures.</td> </tr> <tr> <td data-bbox="464 1317 707 1406"><b>4. Collaboration</b></td> <td data-bbox="707 1317 1401 1406">Delivering a ‘one-team’ approach with all stakeholders aligned to the Programme Vision and the Programme Objectives.</td> </tr> <tr> <td data-bbox="464 1406 707 1552"><b>5. Transformation &amp; Benefits</b></td> <td data-bbox="707 1406 1401 1552">Using innovative approaches to deliver improved and earlier census outputs and benefits for 2021 and beyond with a focus on digital-by-default principles, wider Customer and benefits and re-use throughout the Government.</td> </tr> <tr> <td data-bbox="464 1552 707 1641"><b>6. Reputation</b></td> <td data-bbox="707 1552 1401 1641">Enhancing and protecting the reputation and image of the Customer through the successful delivery of the Programme.</td> </tr> <tr> <td data-bbox="464 1641 707 1753"><b>7. Confidentiality &amp; Security</b></td> <td data-bbox="707 1641 1401 1753">The Programme is committed to ensuring that security is incorporated throughout everything it does to protect the principle of confidentiality.</td> </tr> <tr> <td data-bbox="464 1753 707 1892"><b>8. Partnering Optimisation</b></td> <td data-bbox="707 1753 1401 1892">A commitment from all to ensuring opportunities for partnering between differing stakeholders are exploited to their fullest potential so as to deliver optimal positive working relationships between the Customer and its suppliers.</td> </tr> </tbody> </table>	<b>Programme Priority Theme</b>		<b>1. Quality</b>	Delivering world-class census outputs for 2021 and beyond, realising the Programme Vision, meeting the Quality Objectives and end-user needs.	<b>2. Timeliness</b>	The Programme must realise all of its milestones and objectives in line with the Baseline Schedule and, critically, the delivery on the Census Day itself and the timely production of outputs.	<b>3. Cost Control</b>	Delivering the Programme within the budgetary constraints. This will involve good cost planning with a focus on realising early cost certainty; backed up with robust cost management procedures.	<b>4. Collaboration</b>	Delivering a ‘one-team’ approach with all stakeholders aligned to the Programme Vision and the Programme Objectives.	<b>5. Transformation &amp; Benefits</b>	Using innovative approaches to deliver improved and earlier census outputs and benefits for 2021 and beyond with a focus on digital-by-default principles, wider Customer and benefits and re-use throughout the Government.	<b>6. Reputation</b>	Enhancing and protecting the reputation and image of the Customer through the successful delivery of the Programme.	<b>7. Confidentiality &amp; Security</b>	The Programme is committed to ensuring that security is incorporated throughout everything it does to protect the principle of confidentiality.	<b>8. Partnering Optimisation</b>	A commitment from all to ensuring opportunities for partnering between differing stakeholders are exploited to their fullest potential so as to deliver optimal positive working relationships between the Customer and its suppliers.
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<b>A307 The 2021 Census and Census Day</b>	The 2021 Census shall be delivered by the Customer as one of the Programme Objectives. The Census will take place on the Census Day (though the data collection operation will take place over the Census Period).
<b>A308 The Programme Schedule</b>	<p>The Programme Schedule comprises those key dates, deliverables, and activities that the Customer will undertake in order to deliver the Programme. It also highlights the Programme-wide dependencies that exist between the different parts of the Programme.</p> <p>The Programme Schedule is prepared and owned by the Customer, and will be used to manage the activities of the Supplier, Other Suppliers and Other Third Parties appointed by the Customer to deliver the Programme.</p> <p>Further information on the Programme Schedule is included in Section C400 of this Specification Document.</p>
<b>A309 Programme Schedule Level 0 Milestones</b>	The Programme Schedule Level 0 Milestones are included as Appendix 1 of this Specification Document. The Supplier shall note the Programme Schedule Level 0 Milestones.
<b>A310 Maximising Response Strategy</b>	The Customer's " <i>Maximising Response Strategy</i> " is included on the Customer's eSourcing Portal. This document sets out the Customer's approach to ensuring that the Census meets the key performance metrics required in order to ensure the delivery of the best-ever Census.

## A400 Collaborative Working

<b>A401 Overview</b>	<p>This Section provides the Supplier with the principles that the Customer expects the Supplier to adopt when working collaboratively during the delivery of the Services, and describe some of the 'ways of working' that the Customer and the Supplier will employ.</p>
<b>A402 Partnering Charter</b>	<p>The Partnering Charter is included as Appendix 2 of this Specification Document.</p> <p>The Customer and the Supplier shall each sign a copy of the Partnering Charter, and agree to abide by the principles and commitments made within the Partnering Charter at all times whilst delivering the Services.</p> <p>The Supplier shall also procure that any Sub-Contractors used by the Supplier to deliver the Services shall also sign a copy of the Partnering Charter with the Customer.</p>
<b>A403 Collaborative Behaviours</b>	<p>The Supplier shall at all times display the following collaborative behaviours when delivering the Services:</p> <ul style="list-style-type: none"> <li>• <u><i>Collaborate and co-operate:</i></u> Work positively with Others where required in order to achieve a successful outcome to remaining activities and actions.</li> <li>• <u><i>Be accountable:</i></u> Take on, manage, and account to the Customer and Others (as may be required) for the delivery of the Services.</li> <li>• <u><i>Be open and transparent:</i></u> Communicate openly and honestly on matters relating to risks, assumptions, issues and dependencies; fully explaining positions and having a willingness to take the time to listen to Others.</li> <li>• <u><i>Achieve full potential:</i></u> Share information, experiences, materials and skills with the Customer and/or Others (as required) openly and constructively to learn from each other and develop effective working practices, work collaboratively to identify innovations, eliminate duplication of effort, mitigate risk and reduce the costs of delivering the Services and the Census.</li> <li>• <u><i>Adopt a positive outlook:</i></u> Act in a positive, 'can-do' manner, helping the Customer and Others (as may be required) to achieve the desired outcomes and be willing to implement practical workarounds to resolve issues without delay or hindrance.</li> <li>• <u><i>Use common terminology:</i></u> Support effective integration and understanding across service boundaries through the use of common terminology.</li> <li>• <u><i>Act on a timely basis:</i></u> Recognise where requests for support are time critical in nature and respond accordingly to avoid delay.</li> <li>• <u><i>Promote a culture of collaboration:</i></u> Promote the Collaborative Behaviours across all Supplier Personnel engaged in delivery of the Services, so as to create a culture and set of working practices aligned to the Collaborative Behaviours, including through the use of performance management processes, training and induction programmes and client focussed internal forums for staff involved in the delivery of the Services.</li> <li>• <u><i>Act in good faith:</i></u> Support the Customer and Others (as may be required) in securing successful outcomes and not allow a course of action to be taken which will be incompatible with, or adversely affect, the Customer achieving what is desired.</li> <li>• <u><i>Innovate:</i></u> Seek to identify technical and operational innovations which may</li> </ul>

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	<p>bring wider benefit to the Services delivered by the Supplier, and where appropriate work collaboratively with one or more Other Suppliers in order to explore the viability of an innovation and, subject to agreement with the Customer, implement such innovation projects.</p>
<b>A404 Integrated Project Teams (IPT)</b>	<p>The Customer will establish an IPT when the Customer feels it is appropriate to do so as a means of encouraging cross-Programme collaborative working practices. The Customer anticipates there being many IPTs established over the duration of the Programme, and for varying durations.</p> <p>An IPT may comprise individuals from the Customer, the Programme, the Devolved Administrations, Other Suppliers and Other Third Parties.</p> <p>Where requested to join an IPT, the Supplier shall:</p> <ul style="list-style-type: none"><li>• provide appropriate resource required;</li><li>• play an active role in the work of that IPT; and</li><li>• contribute to the outputs of that IPT.</li></ul>

## A500 Working with Other Third Parties

<p><b>A501 Overview</b></p>	<p>In addition to applying the general principles of collaborative working described in A400 of this Specification Document, the Supplier shall work collaboratively with Other Third Parties.</p> <p>This Section sets out what the Supplier shall do to work with Other Third Parties, and how any interfaces with Other Third Parties shall be managed by the Customer and the Supplier.</p>
<p><b>A502 General principles</b></p>	<p>Where requested to do so, the Supplier shall engage in collaborative working arrangements with Other Third Parties during the delivery of the Services. In particular, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• co-operate and work with the Customer and Other Third Parties in good faith with the intention of delivering a seamless Census;</li> <li>• co-ordinate and integrate the Services with the services provided by Other Third Parties to the extent necessary to ensure the satisfactory completion of the Services;</li> <li>• as necessary, regularly liaise with and consult with all Other Third Parties and shall keep such other parties fully informed of all matters related to the Services, including sharing knowledge and experiences with Other Third Parties to help them improve the efficiency and effectiveness of their services and enhance their contribution to the delivery of the Census; and</li> <li>• ensure that a representative is available to attend and participate in Census Operations meetings and/or meetings with Other Third Parties relating to the Services and if required take actions related to their respective service, notwithstanding their obligations under the Change Control Procedure, whether contractual or service-oriented.</li> </ul> <p>When working with Other Third Parties, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• be proactive, transparent and open to encourage trust and mutual confidence;</li> <li>• apply a “<i>fix first, discuss later</i>” approach, so that the Supplier concentrates on solving a problem as expeditiously and cost effectively as possible and leave any disputes as to whether the Supplier or any Other Third Party is responsible (and should bear the cost of fixing the problem and any associated legal issues) until resolution of the relevant problem; and</li> <li>• shall promote co-operative behaviour and overall cost efficiency. For the avoidance of doubt, if this Agreement allows for the performance of a certain obligation in different ways, then the Supplier shall, acting in good faith:             <ul style="list-style-type: none"> <li>○ take the cost impact of its choices on the Other Third Parties and the Customer into consideration when making such choices; and</li> <li>○ refrain from knowingly choosing an option which would significantly and without justification increase the costs of any of any Other Third Parties or of the Customer.</li> </ul> </li> </ul>

## Section B. Specific Requirements



## B100 General Description of the Services

<b>B101 Overview</b>	<p>This Section sets out a general description of the Services. A detailed description of the Services to be provided by the Supplier is contained in Section B1600 of this Specification Document.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>B102 Description of the Services</b>	<p><b>Scope of the Services</b></p> <p>The Services comprise the design and delivery of contact centre services, as required by the Customer in order to deliver the Programme and as more particularly described in this Specification Document.</p>
	<p>The Customer wishes to procure contact centre services to support the public for both the 2019 Rehearsal and 2021 Census. The Contact Centre will provide inbound contact support to the general public in completing their census submission (i.e. electronic or paper) for the c.100k households for the 2019 Rehearsal and c.26m households for the 2021 Census. In addition, some outbound telephone support will also be required.</p> <p>The Services include:</p> <ul style="list-style-type: none"> <li>• omni-channel Contact Centre including provision of technology, resources, facilities and operations;</li> <li>• query resolution, Escalation, Fulfilment/Field visit requests and Telephone Capture;</li> <li>• English and Welsh and interpretation services;</li> <li>• Contact Centre support for the Northern Ireland Census on behalf of Northern Ireland Statistics and Research Agency (NISRA).</li> </ul> <p>The above will be provided across the following channels (as a minimum but not limited to):</p> <ul style="list-style-type: none"> <li>• Telephone (inbound and outbound, including accessibility services);</li> <li>• Web chat;</li> <li>• Social Media;</li> <li>• Web form (email);</li> <li>• SMS.</li> </ul>
<b>B103 Stakeholders</b>	<p>The Supplier shall manage all interfaces with those key stakeholders of relevance to the Supplier in order to deliver the Services, including (but not limited to) Others.</p> <p>The interface with key stakeholders shall be deemed (and treated as) 'essential' by the Supplier in order to deliver the Services.</p>
<b>B104 Mandatory and Statutory Obligations</b>	<p>The Supplier shall be responsible for their compliance (and that of their Sub-contractors) with all mandatory and statutory obligations associated with the delivery of the Services.</p>

## B200 Information relevant to the Services

<b>B201 Overview</b>	<p>This Section sets out the information that the Customer shall provide the Supplier in order to assist with the delivery of the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>	
<b>B202 Information issued by the Customer</b>	<p>The Customer provides the following information relevant to the Services:</p>	
	<p>Section D100 -</p>	<p>List of Appendices for Section A. General Information</p>
	<p>Section D200 -</p>	<p>List of Appendices to Section B. Specific Requirements</p>
<p>Section D300 -</p>	<p>List of Appendices to Section C. General Requirements</p>	
<b>B203 Supplier Assurance</b>	<p>Notwithstanding the information made available prior to the Commencement Date the Supplier shall:</p> <ul style="list-style-type: none"> <li>• accept responsibility for analysing the information made available; and</li> <li>• satisfy itself as to the quality, accuracy and completeness of any such information;</li> </ul> <p>so as to ensure that the Supplier has sufficient information to develop and produce design information for the Services, and undertake the delivery of the Services in accordance with the Agreement.</p>	
<b>B204 Publicly available information</b>	<p>To the extent any such information has not been made available by the Customer to the Supplier, the Supplier shall gather all remaining information necessary in order to provide the Services, including any other relevant publicly available information from (but not limited to) the following sources:</p> <ul style="list-style-type: none"> <li>• supra-national government (or any agency thereof);</li> <li>• central government (or any agency thereof);</li> <li>• regional government (or any agency thereof); or</li> <li>• local government (or any agency thereof).</li> </ul>	

## B300 Early Notification of Risks

<b>B301 Overview</b>	<p>This Section sets out the process by which the Supplier will notify the Customer of any risks of Delay in relation to the delivery of the Services. These obligations are additional to the requirements of Section C500 (Risk and Issue Management) of Schedule 2 (Specification Document).</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>B302 Mitigation of Delays</b>	<p>If the Supplier becomes aware that there is, or there is reasonably likely to be any Delay, it shall use all reasonable endeavours to eliminate or mitigate the consequences of such Delay or anticipated Delay.</p>
<b>B303 Early Notification</b>	<p>Without prejudice to either Party's rights, remedies or responsibilities under this Agreement, the Supplier shall provide a written notification to the Customer as soon as it becomes aware of any matter which could interfere with any aspect of delivery of the Services (including timing or effectiveness of the Services) (an "<b>Early Notification</b>").</p>
<b>B304 Early Notification Meeting</b>	<p>The Customer may, upon receipt of an Early Notification from the Supplier, request the Supplier to attend a meeting ("<b>Early Notification Meeting</b>"). The purpose of such Early Notification Meeting shall be to:</p> <ul style="list-style-type: none"> <li>• discuss the contents of the Early Notification or matters giving cause for concern;</li> <li>• make and consider proposals for how the effect of the matters notified can be avoided or reduced;</li> <li>• agree the remedial actions to be taken and the responsibilities of the Parties; and</li> <li>• agree which previously notified matters (if any) have now been avoided or have passed.</li> </ul> <p>Where in its reasonable opinion the Customer considers that any circumstances exist which may give rise to an Early Notification, the Customer may require the Supplier to attend an Early Notification Meeting, subject to giving details of the nature of such circumstances.</p> <p>The Customer may (as it considers reasonably necessary) require the Supplier to invite other Supplier Personnel to attend the Early Notification Meeting</p>
<b>B305 Early Notification log</b>	<p>The Supplier shall maintain an ongoing record of all Early Notifications and shall update this record to reflect all decisions made at each Early Notification Meeting and (as appropriate) issue a revised version to the Customer.</p>
<b>B306 Early Notification Escalation</b>	<p>For the avoidance of doubt, where the Supplier raises an Early Notification in accordance with this Section B300, it shall also notify the Customer if it believes that the matter could become a Service Failure.</p>

## B400 Census Confidentiality Undertaking

<p><b>B401 Overview</b></p>	<p>This Section sets out the requirement for the Supplier to sign, and to ensure that the Supplier Personnel sign, the Census Confidentiality Undertaking.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>B402 Signature by the Supplier of the CCU</b></p>	<p>Within thirty (30) days of the Commencement Date the Supplier shall sign the Census Confidentiality Undertaking (or such other appropriate contractually binding confidentiality undertaking approved by the Customer).</p>
<p><b>B403 Signature by Supplier Personnel of the CCU</b></p>	<p>The Supplier shall ensure that all Supplier Personnel comply with the confidentiality obligations in this Agreement and, where required by the Customer, sign the Census Confidentiality Undertaking (or such other appropriate contractually binding confidentiality undertaking approved by the Customer) prior to commencing any work under this Agreement.</p>
<p><b>B404 CCU Location</b></p>	<p>The CCU is set out in Appendix 27 (Census Confidentiality Undertaking) to this Specification Document.</p>

## B500 Delivery of the Services

<p><b>B501 Overview</b></p>	<p>This Section explains the key principles associated with the Delivery of the Services (in particular the Periods, the Key Dates, the types of Deliverable), and the Service Levels that the Supplier shall maintain when delivering the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where relevant or required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>B502 Key Principles</b></p>	<p>Delivery of the Services shall commence on the Commencement Date and (unless the Agreement is terminated early) conclude on the Expiry Date.</p> <p>The Contract Period shall be broken down into the following four periods (the "<b>Periods</b>"): </p> <ul style="list-style-type: none"> <li>• Period A: Mobilisation and Planning Period, as further described in Section B600;</li> <li>• Period B1: Service Development Period, as further described in Section B700;</li> <li>• Period B2: Service Operations Period, as further described in Section B800; and</li> <li>• Period C: Service Review and Closure (Exit) Period, as further described in Section B900.</li> </ul> <p>The anticipated relationship between the Periods is shown in the diagram below.</p> <p>Each of the Periods shall commence on the Key Date corresponding to that Period, as described in Section B503 below and shall terminate on the day that all of the Deliverables associated with that Period have been Achieved. It is possible that some of the Periods will overlap, as noted in the relevant Section corresponding to that Period.</p> <p>Each of the Key Dates and the Periods shown above are described further below.</p> <p>Within the Service Operations Period, there will be four separate periods when the Call Centre will be required to be fully operational (meaning that it will receive and process contacts from Recipients in relation to the Census and the CCS). Such periods are referred to as an "<b>Fully Operational Phases</b>" and are further detailed in Appendix 16 of this Specification Document. The first shall relate to contacts made in relation to the 2019 Rehearsal, the second shall relate to contacts made in relation to the 2019 Rehearsal CCS, the third the 2021 Census and the fourth the 2021 Census CCS.</p>

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**B503 The Key Dates**

The Key Dates (and the descriptions of the Key Dates) are as follows:

<b>Key Date</b>	<b>Brief description of Key Date</b>	<b>Date</b>
Commencement Date	The date on which the Supplier shall commence the Mobilisation and Planning Period (Period A, as described in Section B600 of this Specification Document). The Commencement Date is also the date on which the Agreement was signed.	14-Sep-18
Service Delivery Commencement Date	The date on which the Supplier shall commence the Service Development Period (Period B1, as described in Section B700 of this Specification Document).	02-Jan-19
Service Delivery Completion Date	The date on which the Supplier shall commence the Service Review and Closure (Exit) Period (Period C, as described in Section B900 of this Specification Document).	07-Jun-21
Expiry Date	The date on which the Supplier shall have completed the Service Review and Closure (Exit) Period (Period C, as described in Section B900 of this Specification Document).	31-Dec-21

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<p><b>B504 Types of Deliverable</b></p>	<p>In delivering the Services, the Supplier shall provide two types of Deliverables:</p> <table border="1" data-bbox="392 237 1428 1447"> <thead> <tr> <th data-bbox="392 237 592 344"><b>Deliverable type</b></th> <th data-bbox="592 237 1428 344"><b>Brief description of the Deliverable type</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="392 344 592 954"> <p><b>Document Deliverable</b></p> </td> <td data-bbox="592 344 1428 954"> <p>This type of Deliverable typically comprises a document that shall be:</p> <ul style="list-style-type: none"> <li>• prepared by the Supplier;</li> <li>• submitted to the Customer, for review and if found to have been Achieved, is Approved;</li> <li>• subsequently maintained by the Supplier; and</li> <li>• updated by the Supplier, either:                             <ul style="list-style-type: none"> <li>○ not less than every quarter (3 months), commencing January each year; or</li> <li>○ as otherwise may be required from time-to-time.</li> </ul> </li> </ul> <p>All Document Deliverables shall be processed by the Parties in accordance with the Deliverable Review and Assurance Process (described in Section C2000 of this Specification Document).</p> </td> </tr> <tr> <td data-bbox="392 954 592 1447"> <p><b>Service Deliverable</b></p> </td> <td data-bbox="592 954 1428 1447"> <p>This type of Deliverable typically comprises an element of the Services that is:</p> <ul style="list-style-type: none"> <li>• provided by the Supplier;</li> <li>• reviewed, and if found to have been Achieved by the Customer, is Approved; and</li> <li>• updated by the Supplier as may be required from time-to-time.</li> </ul> <p>All Service Deliverables shall be submitted to the Customer for approval in accordance with the Deliverable Review and Assurance Process (described in Section C2000 of this Specification Document).</p> </td> </tr> </tbody> </table>	<b>Deliverable type</b>	<b>Brief description of the Deliverable type</b>	<p><b>Document Deliverable</b></p>	<p>This type of Deliverable typically comprises a document that shall be:</p> <ul style="list-style-type: none"> <li>• prepared by the Supplier;</li> <li>• submitted to the Customer, for review and if found to have been Achieved, is Approved;</li> <li>• subsequently maintained by the Supplier; and</li> <li>• updated by the Supplier, either:                             <ul style="list-style-type: none"> <li>○ not less than every quarter (3 months), commencing January each year; or</li> <li>○ as otherwise may be required from time-to-time.</li> </ul> </li> </ul> <p>All Document Deliverables shall be processed by the Parties in accordance with the Deliverable Review and Assurance Process (described in Section C2000 of this Specification Document).</p>	<p><b>Service Deliverable</b></p>	<p>This type of Deliverable typically comprises an element of the Services that is:</p> <ul style="list-style-type: none"> <li>• provided by the Supplier;</li> <li>• reviewed, and if found to have been Achieved by the Customer, is Approved; and</li> <li>• updated by the Supplier as may be required from time-to-time.</li> </ul> <p>All Service Deliverables shall be submitted to the Customer for approval in accordance with the Deliverable Review and Assurance Process (described in Section C2000 of this Specification Document).</p>
<b>Deliverable type</b>	<b>Brief description of the Deliverable type</b>						
<p><b>Document Deliverable</b></p>	<p>This type of Deliverable typically comprises a document that shall be:</p> <ul style="list-style-type: none"> <li>• prepared by the Supplier;</li> <li>• submitted to the Customer, for review and if found to have been Achieved, is Approved;</li> <li>• subsequently maintained by the Supplier; and</li> <li>• updated by the Supplier, either:                             <ul style="list-style-type: none"> <li>○ not less than every quarter (3 months), commencing January each year; or</li> <li>○ as otherwise may be required from time-to-time.</li> </ul> </li> </ul> <p>All Document Deliverables shall be processed by the Parties in accordance with the Deliverable Review and Assurance Process (described in Section C2000 of this Specification Document).</p>						
<p><b>Service Deliverable</b></p>	<p>This type of Deliverable typically comprises an element of the Services that is:</p> <ul style="list-style-type: none"> <li>• provided by the Supplier;</li> <li>• reviewed, and if found to have been Achieved by the Customer, is Approved; and</li> <li>• updated by the Supplier as may be required from time-to-time.</li> </ul> <p>All Service Deliverables shall be submitted to the Customer for approval in accordance with the Deliverable Review and Assurance Process (described in Section C2000 of this Specification Document).</p>						
<p><b>B505 Minimum Acceptance Criteria</b></p>	<p>The Customer shall determine whether or not the Supplier has Achieved each of the Deliverables by assessing whether or not the relevant Deliverable meets the Minimum Acceptance Criteria for that Deliverable, which shall include (but not be limited to) the criteria set out against the relevant Deliverable within the corresponding Appendices 11-14 in which those Deliverables are each described.</p>						
<p><b>B506 Service Levels</b></p>	<p>The Supplier shall deliver the Services in order to meet the service levels set out in paragraph 4.2 of the Call-Off Order Form.</p>						
<p><b>B507 Service Credits</b></p>	<p>Where the Supplier does not deliver the Services to meet with the Service Levels, the Supplier shall provide a Service Credit to the Customer as set out in Paragraph 4.2 of the Call-Off Order Form and Schedule 6 of the Agreement.</p>						
<p><b>B508 Critical Service Level Failure</b></p>	<p>A Critical Service Level Failure shall be deemed to have occurred in accordance with Paragraph 4.3 of the Call-Off Order Form.</p>						

## B600 Mobilisation and Planning Period (Period A)

<p><b>B601 Overview</b></p>	<p>This Section describes the activities that the Supplier shall complete during the Mobilisation and Planning Period (Period A).</p> <p>The Mobilisation and Planning Period shall commence on the Commencement Date and shall indicatively conclude the day before the Service Delivery Commencement Date.</p>
<p><b>B602 Period A Document Deliverables</b></p>	<p>During the Mobilisation and Planning Period, the Supplier shall provide the Customer with the Document Deliverables described in Appendix 11 of this Specification Document by the corresponding Deliverable Date also set out in Appendix 11 of this Specification Document.</p> <p>The Customer and the Supplier shall work together to determine whether the Document Deliverables have been Achieved via the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>
<p><b>B603 Period A Service Deliverables</b></p>	<p>During the Mobilisation and Planning Period, the Supplier shall provide the Customer with the Service Deliverables described in Appendix 11 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 11.</p> <p>The Customer and the Supplier shall work together to determine whether the Service Deliverables have been Achieved in accordance with the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>



## B700 Service Development Period (Period B1)

<p><b>B701 Overview</b></p>	<p>This Section describes the activities that the Supplier shall complete during the Service Development Period (Period B1).</p> <p>The Service Development Period shall commence no later than the Service Delivery Commencement Date and conclude by the Service Operations Start Date. The Service Development Period (Period B1) and the Service Operations Period (Period B2) together form the Service Delivery Period (Period B).</p> <p>The Customer may (in certain instances and at its discretion) allow the Service Development Period to run concurrently with both the Mobilisation and Planning Period and the Service Operations Period. In such circumstances, the Supplier Shall still be required to complete the Deliverables by such revised Deliverable Dates as may be agreed by the Customer.</p>
<p><b>B702 Period B1 Document Deliverables</b></p>	<p>During the Service Development Period, the Supplier shall provide the Customer with the Document Deliverables described in Appendix 12 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 12.</p> <p>The Customer and the Supplier shall work together to determine whether the Document Deliverables have been Achieved via the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>
<p><b>B703 Period B1 Service Deliverables</b></p>	<p>During the Service Development Period, the Supplier shall provide the Customer with the Service Deliverables described in Appendix 12 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 12.</p> <p>The Customer and the Supplier shall work together to determine whether the Service Deliverables have been Achieved in accordance with the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>

## B800 Service Operations Period (Period B2)

<p><b>B801 Overview</b></p>	<p>This Section describes the activities that the Supplier shall complete during the Service Operations Period (Period B2).</p> <p>The Service Operations Period shall commence no later than the Service Operations Start Date and conclude prior to the Service Delivery Completion Date. The Service Operations Period (Period B2) and the Service Development Period (Period B1) together form the Service Delivery Period (Period B).</p> <p>The Customer acknowledges that in certain instances the Service Operations Period may run concurrently with the Service Development Period. The Services Operations Period shall indicatively be concluded before the commencement of the Service Review and Closure (Exit) Period (Period C).</p>
<p><b>B802 Period B2 Document Deliverables</b></p>	<p>During the Service Operations Period, the Supplier shall provide the Customer with the Document Deliverables described in Appendix 13 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 13.</p> <p>The Customer and the Supplier shall work together to determine whether the Document Deliverables have been Achieved via the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>
<p><b>B803 Period B2 Service Deliverables</b></p>	<p>During the Service Operations Period, the Supplier shall provide the Customer with the Service Deliverables described in Appendix 13 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 13.</p> <p>The Customer and the Supplier shall work together to determine whether the Service Deliverables have been Achieved in accordance with the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>

## B900 Service Review and Closure (Exit) Period (Period C)

<p><b>B901 Overview</b></p>	<p>This Section describes the activities that the Supplier shall complete during the Service Review and Closure (Exit) Period (Period C).</p> <p>The Service Review and Closure (Exit) Period shall not commence any earlier than the Service Delivery Completion Date and shall conclude no later than the Expiry Date.</p>
<p><b>B902 Period C Document Deliverables</b></p>	<p>During the Service Review and Closure (Exit) Period, the Supplier shall provide the Customer with the Document Deliverables described in Appendix 14 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 14.</p> <p>The Customer and the Supplier shall work together to determine whether the Document Deliverables have been Achieved via the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>
<p><b>B903 Period C Service Deliverables</b></p>	<p>During the Service Review and Closure (Exit) Period, the Supplier shall provide the Customer with the Service Deliverables described in Appendix 14 of this Specification Document by the corresponding Deliverable Date as set out in the Project Schedule. The anticipated Deliverable Date as at the Commencement Date is set out in Appendix 14.</p> <p>The Customer and the Supplier shall work together to determine whether the Service Deliverables have been Achieved in accordance with the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>

## B1000 Completion

<b>B1001 Overview</b>	<p>This Section sets out what the Supplier shall do to achieve the completion of each of the Periods, and what criteria shall be used by the Customer to define the completion of each of the Periods.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p> <p>The Supplier shall also note that failure to complete any of the Periods by the corresponding agreed date (which shall be the latest agreed Deliverable Date for any of the Deliverables that are due within that Period as set out in the Project Schedule) shall be managed by the Customer as a Service Failure.</p>
<b>B1002 Completion of the Mobilisation and Planning Period (Period A)</b>	<p>The Customer shall determine when completion has occurred for the Mobilisation and Planning Period, acting in accordance with the Agreement and based upon the receipt by the Customer of the following from the Supplier:</p> <ul style="list-style-type: none"> <li>• The Achievement of all Period A Document Deliverables identified in Section B602 of this Specification Document.</li> <li>• The Achievement of all Period A Service Deliverables identified in Section B603 of this Specification Document.</li> </ul>
<b>B1003 Completion of the Service Development Period (Period B1)</b>	<p>The Customer shall determine when completion has occurred for the Service Development Period, acting in accordance with the Agreement and based upon the receipt by the Customer of the following from the Supplier:</p> <ul style="list-style-type: none"> <li>• The Achievement of all Period B1 Document Deliverables identified in Section B702 of this Specification Document.</li> <li>• The Achievement of all Period B1 Service Deliverables identified in Section B703 of this Specification Document.</li> </ul>
<b>B1004 Completion of the Service Operations Period (Period B2)</b>	<p>The Customer shall determine when completion has occurred for the Service Operations Period, acting in accordance with the Agreement and based upon the receipt by the Customer of the following from the Supplier:</p> <ul style="list-style-type: none"> <li>• The Achievement of all Period B2 Document Deliverables identified in Section B802 of this Specification Document.</li> <li>• The Achievement of all Period B2 Service Deliverables identified in Section B803 of this Specification Document.</li> </ul>
<b>B1005 Completion of the Service Review and Closure (Exit) Period (Period C)</b>	<p>The Customer shall determine when completion has occurred for the Service Review and Closure (Exit) Period, acting in accordance with the Agreement and based upon the receipt by the Customer of the following from the Supplier:</p> <ul style="list-style-type: none"> <li>• The Achievement of all Period C Document Deliverables identified in Section B902 of this Specification Document.</li> <li>• The Achievement of all Period C Service Deliverables identified in Section B903 of this Specification Document.</li> </ul>

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<b>B1006 Pre-Completion Meetings</b>	<p>Where in the opinion of the Customer it is considered appropriate to do so, and not less than 20 Working Days before the planned completion of any of the Periods, the Supplier shall attend a Pre-Completion Meeting with the Customer to consider the pending completion of that Period.</p> <p>The Pre-Completion Meeting shall be held at the Customer Premises. If agreed with the Customer, attendance by the Supplier at the Pre-Completion Meeting can be via telephone conference call.</p> <p>At the Pre-Completion Meeting, the Customer and the Supplier shall discuss:</p> <ul style="list-style-type: none"><li>• the present status of the Document Deliverables and the Service Deliverables required to be Achieved in the Period;</li><li>• any Defects that are, or are likely to be, present at the completion of the Period; and</li><li>• any training or familiarisation that it has been agreed is to be provided by the Supplier to the Customer (or Other Third Parties on behalf of the Customer) as a part of the delivery of the Services.</li></ul> <p>The Customer shall record and take notes of the discussions with the Supplier at the Pre-Completion Meeting (including the listing of any likely Defects identified), and circulate the actions agreed with the Supplier.</p>
<b>B1007 Training and Familiarisation</b>	<p>Prior to the completion of the Service Operations Period (Period B2), the Customer and the Supplier shall agree the extent of any training and familiarisation that may be required by the Customer.</p> <p>Where there is a need for any training and familiarisation identified, the Supplier shall deliver the agreed training and familiarisation as a part of the delivery of the Services during the Service Review and Closure (Exit) Period (Period C).</p>
<b>B1008 Post-Completion After Action Review</b>	<p>Where in the opinion of the Customer it is considered appropriate to do so, the Supplier shall attend (at the Supplier's expense) a post completion meeting with the Customer (the "<b>After Action Review</b>").</p> <p>The After Action Review shall be held at the Customer Premises. If agreed with the Customer, attendance by the Supplier at the After Action Review can be via telephone conference call.</p> <p>At each After Action Review, the Customer and the Supplier shall discuss:</p> <ul style="list-style-type: none"><li>• any issues that were present throughout or at the completion of the Period. At each After Action Review the Supplier shall provide a written report on the status of the Defect(s) outstanding and the remedial actions being undertaken by the Supplier to correct the Defects; and</li><li>• the delivery of the training or familiarisation that it has been agreed is to be provided by the Supplier to the Customer (or Other Third Parties on behalf of the Customer) as a part of the delivery of the Services.</li></ul> <p>The Customer shall record and take notes of the discussions with the Supplier at the After Action Review (including the listing of any likely Defects identified), and circulate the actions agreed with the Supplier.</p> <p>The Supplier shall close out all actions identified in the After Action Review within 20 Working Days or as otherwise agreed between the Customer and the Supplier.</p>

## B1100 Supplier Design

<p><b>B1101 Overview</b></p>	<p>This Section describes the extent that the Supplier shall be responsible for the design of the Services, and the design criteria that the Supplier shall ensure that the design of the Services complies with.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>B1102 Supplier's Design</b></p>	<p>The Supplier shall design all of the Services as described in the Specification Document.</p>
<p><b>B1103 Customer's Design Criteria</b></p>	<p>The Supplier shall ensure that the design:</p> <ul style="list-style-type: none"> <li>• will assist with the delivery of the Services in a safe and secure manner, with due consideration and duty of care to those involved with their delivery; and</li> <li>• (where relevant) maximises the realisation of wider benefits to both the Customer and HM Government.</li> </ul> <p>In addition, the Supplier's design shall comply with the requirements described in the Agreement, and:</p> <ul style="list-style-type: none"> <li>• capacity, volumes and timings as detailed in Appendix 16 (Fully Operational Phases and Availability) and Appendix 17 (Volumes);</li> <li>• the technical requirements of the Services as detailed in the Specification Document;</li> <li>• the relevant technical requirements of CO, GDS and / or CCS (as may be appropriate and relevant to the Services).</li> </ul>
<p><b>B1104 Supplier's Design Responsibility</b></p>	<p>In addition to the obligations set out in this Section B1100 of this Specification Document (and to the extent that the Supplier is responsible for the design of the Services):</p> <ul style="list-style-type: none"> <li>• The Supplier shall analyse the information either made available by the Customer or received by the Supplier from other sources (whether prior to or after the Commencement Date) and satisfies itself as to the quality, accuracy and completeness of any such information in order to ensure that it is sufficient information to enable the Supplier to develop the design, develop production information and to undertake the delivery of the Services in accordance with the Agreement.</li> <li>• The Supplier shall remain responsible for the design of the Services including all design work prepared before or after the Commencement Date (whether by the Supplier or any novated consultants previously engaged by the Customer prior to the Commencement Date) including for any mistake, inaccuracy or discrepancy or omission contained in such design.</li> <li>• The Supplier shall correct any mistake, inaccuracy, discrepancy or omission in the Supplier's design at the Supplier's own cost and with no additional time to the</li> </ul>

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	Customer.
<p><b>B1105 Codes, Permits and Regulations Governing Design</b></p>	<p>The Supplier shall incorporate all current and relevant national standards and codes of practice issued by the various Regulatory Bodies.</p> <p>The Supplier shall ensure that it designs in compliance with the current and relevant codes of practice, standards, regulations, safety regulations and any other relevant regulations together with those laws applicable to both the design and execution of the Services.</p> <p>The Supplier shall identify any conflicts between any of the design requirements and raise a request for clarification from the Customer.</p>
<p><b>B1106 Design Management Requirements and Procedures for Design</b></p>	<p>The Supplier shall work with the Customer to:</p> <ul style="list-style-type: none"> <li>• coordinate the design of the Services with both Other Projects and Other Suppliers, so as to identify and agree a coordinated design solution for all physical interfacing elements of the Services; and</li> <li>• ensure that the relevant interfaces between the Services and those services being provided by Other Suppliers are identified, considered and detailed within the Interface Management Plan.</li> </ul> <p>The Supplier shall upload files required for interface coordination into either:</p> <ul style="list-style-type: none"> <li>• the Customer’s design collaboration tool; or</li> <li>• the Customer’s document management solution;</li> </ul> <p>as may be required.</p> <p>The Supplier shall provide any information relevant to the coordination of design interfaces required for both Other Projects and Other Suppliers.</p>
<p><b>B1107 Design Meetings</b></p>	<p><u>Supplier Design Meetings</u></p> <p>The Supplier shall host any such meetings of their design team as they shall so require.</p> <p>The Supplier may request the attendance of (and issue an invite to) the Customer to attend.</p> <p>Where the Supplier invites the Customer to attend such meetings, it shall be at the discretion of the Customer whether it chooses to attend such meetings either in-person or by telephone or video conference.</p> <p><u>Design Team Meetings</u></p> <p>The Supplier shall participate in Design Team Meetings which are generally held weekly. The Customer shall review the need for these meetings and may adjust the frequency based on the needs of the Project.</p> <p>The Supplier shall minute the Design Team Meetings.</p> <p><u>Design Interface Management Meetings</u></p> <p>The Design Interface Management Meetings shall be held at the Customer’s Titchfield Offices each month.</p> <p>Where appropriate and if requested to do so by the Customer, the Supplier shall attend a Design Interface Management Meeting. If agreed with the Customer, such attendance by</p>

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	the Supplier at the Design Team Meeting can be via telephone conference call.
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## B1200 Personnel

<p><b>B1201 Overview</b></p>	<p>This Section sets out and describes the Customer's Key Roles and the Supplier's Key Roles that will be involved in managing the delivery of the Services; together with describing some of their respective roles and responsibilities.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>														
<p><b>B1202 The Customer's Key Roles</b></p>	<p>The following are the Customer's Key Roles:</p> <table border="1" data-bbox="312 629 1394 2007"> <thead> <tr> <th data-bbox="312 629 564 725"><b>Customer's Key Role</b></th> <th data-bbox="564 629 1394 725"><b>Brief description of roles and responsibilities</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="312 725 564 913"><b>Programme SRO</b></td> <td data-bbox="564 725 1394 913">The person from time-to-time appointed by the Customer to act as the Senior Responsible Owner (SRO) for the Programme. The Programme SRO takes overall responsibility for the 'ownership' of the Programme. The Programme SRO is presently the Deputy National Statistician of Population and Public Policy.</td> </tr> <tr> <td data-bbox="312 913 564 1133"><b>Director of Population and Public Policy Operations</b></td> <td data-bbox="564 913 1394 1133">The person from time-to-time appointed by the Customer as the Director of Population and Public Policy Operations, and who has responsibility (amongst other things) for the planning and delivery of the Census operations. (If required) the Director of Population and Public Policy Operations shall also be available to take part in the Escalation Process.</td> </tr> <tr> <td data-bbox="312 1133 564 1290"><b>Deputy Director of Operations</b></td> <td data-bbox="564 1133 1394 1290">The person from time-to-time appointed by the Customer to act as a Deputy Director on the Programme with specific responsibility for Census operations. (If required) the Deputy Director of Operations shall also be available to take part in the Escalation Process.</td> </tr> <tr> <td data-bbox="312 1290 564 1509"><b>Business Area Lead</b></td> <td data-bbox="564 1290 1394 1509">The person from time-to-time authorised to act on behalf of the Customer for the purposes of the Agreement. The person also shall manage the overall relationship with the Supplier, and (if required) will take part in the Escalation Process. The Business Area Lead will typically be responsible for the operational management of a Project within the Programme.</td> </tr> <tr> <td data-bbox="312 1509 564 1729"><b>Customer Lead</b></td> <td data-bbox="564 1509 1394 1729">The person from time-to-time authorised to act as the Customer Lead for the purposes of the Agreement. The person also shall manage the working relationship with the Supplier, and (if required) take part in the Escalation Process. The Customer Lead will typically be responsible for the operational management of a Project within the Programme.</td> </tr> <tr> <td data-bbox="312 1729 564 2007"><b>Customer Manager</b></td> <td data-bbox="564 1729 1394 2007">The person from time-to-time appointed by the Customer as the Customer Manager, and who assists with verifying the overall delivery of the Services. The Customer Manager works alongside both the Customer Lead and the Commercial Manager to manage the Customer's responsibilities arising from the Agreement. The Customer Manager will liaise as required with the Supplier's Project Manager over matters arising from the Agreement and the delivery of the Services.</td> </tr> </tbody> </table>	<b>Customer's Key Role</b>	<b>Brief description of roles and responsibilities</b>	<b>Programme SRO</b>	The person from time-to-time appointed by the Customer to act as the Senior Responsible Owner (SRO) for the Programme. The Programme SRO takes overall responsibility for the 'ownership' of the Programme. The Programme SRO is presently the Deputy National Statistician of Population and Public Policy.	<b>Director of Population and Public Policy Operations</b>	The person from time-to-time appointed by the Customer as the Director of Population and Public Policy Operations, and who has responsibility (amongst other things) for the planning and delivery of the Census operations. (If required) the Director of Population and Public Policy Operations shall also be available to take part in the Escalation Process.	<b>Deputy Director of Operations</b>	The person from time-to-time appointed by the Customer to act as a Deputy Director on the Programme with specific responsibility for Census operations. (If required) the Deputy Director of Operations shall also be available to take part in the Escalation Process.	<b>Business Area Lead</b>	The person from time-to-time authorised to act on behalf of the Customer for the purposes of the Agreement. The person also shall manage the overall relationship with the Supplier, and (if required) will take part in the Escalation Process. The Business Area Lead will typically be responsible for the operational management of a Project within the Programme.	<b>Customer Lead</b>	The person from time-to-time authorised to act as the Customer Lead for the purposes of the Agreement. The person also shall manage the working relationship with the Supplier, and (if required) take part in the Escalation Process. The Customer Lead will typically be responsible for the operational management of a Project within the Programme.	<b>Customer Manager</b>	The person from time-to-time appointed by the Customer as the Customer Manager, and who assists with verifying the overall delivery of the Services. The Customer Manager works alongside both the Customer Lead and the Commercial Manager to manage the Customer's responsibilities arising from the Agreement. The Customer Manager will liaise as required with the Supplier's Project Manager over matters arising from the Agreement and the delivery of the Services.
<b>Customer's Key Role</b>	<b>Brief description of roles and responsibilities</b>														
<b>Programme SRO</b>	The person from time-to-time appointed by the Customer to act as the Senior Responsible Owner (SRO) for the Programme. The Programme SRO takes overall responsibility for the 'ownership' of the Programme. The Programme SRO is presently the Deputy National Statistician of Population and Public Policy.														
<b>Director of Population and Public Policy Operations</b>	The person from time-to-time appointed by the Customer as the Director of Population and Public Policy Operations, and who has responsibility (amongst other things) for the planning and delivery of the Census operations. (If required) the Director of Population and Public Policy Operations shall also be available to take part in the Escalation Process.														
<b>Deputy Director of Operations</b>	The person from time-to-time appointed by the Customer to act as a Deputy Director on the Programme with specific responsibility for Census operations. (If required) the Deputy Director of Operations shall also be available to take part in the Escalation Process.														
<b>Business Area Lead</b>	The person from time-to-time authorised to act on behalf of the Customer for the purposes of the Agreement. The person also shall manage the overall relationship with the Supplier, and (if required) will take part in the Escalation Process. The Business Area Lead will typically be responsible for the operational management of a Project within the Programme.														
<b>Customer Lead</b>	The person from time-to-time authorised to act as the Customer Lead for the purposes of the Agreement. The person also shall manage the working relationship with the Supplier, and (if required) take part in the Escalation Process. The Customer Lead will typically be responsible for the operational management of a Project within the Programme.														
<b>Customer Manager</b>	The person from time-to-time appointed by the Customer as the Customer Manager, and who assists with verifying the overall delivery of the Services. The Customer Manager works alongside both the Customer Lead and the Commercial Manager to manage the Customer's responsibilities arising from the Agreement. The Customer Manager will liaise as required with the Supplier's Project Manager over matters arising from the Agreement and the delivery of the Services.														

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<b>Customer's Key Role</b>	<b>Brief description of roles and responsibilities</b>
<b>Commercial Manager</b>	The person from time-to-time appointed by the Customer as the Commercial Manager, and who has responsibility for managing the commercial activity arising between the Customer and the Supplier, and the administration of the Agreement. The Commercial Manager also works with both the Customer Lead and the Customer Manager to manage the Customer's obligations arising from the Agreement. The Commercial Manager will liaise as required with the Supplier's Commercial Manager over matters arising from the Agreement, including the delivery of the Services, valuation of the Services provided and processing invoices for payment. (If required) the Commercial Manager shall also be available to take part in the Escalation Process.
<b>Customer's Security Representative</b>	The person from time-to-time appointed by the Customer as the Security Representative, and who has responsibility for managing the Customer's obligations arising from Section C900 of this Specification Document. The Customer's Security Representative works with both the Customer Lead and the Customer Manager to manage the Customer's obligations arising from the Agreement. The Customer's Security Representative will liaise as required with the Supplier's Security Representative over matters arising from the Agreement, including the delivery of the services described in Section C900 of the Specification Document.
<b>Customer's Workstream Leads</b>	The persons from time-to-time appointed by the Customer as the workstream leads who have responsibility for managing the relationship with the Supplier in respect of all aspects of the Customer's requirements outlined in B1600 and the supporting areas including but not limited to planning, development, operations, MI and exit.

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**B1203 The Supplier's Key Roles**

The following are the Supplier's Key Roles:

<b>Supplier's Key Roles</b>	<b>Brief description of roles and responsibilities</b>
<b>Supplier's Senior Director</b>	The person appointed by the Supplier from the Supplier's board of directors to take overall responsibility for the delivery of the Services and the Supplier's overall performance during the delivery of the Services. The Supplier's Senior Director will chair and oversee any strategic reviews or meetings relevant to the issues associated with the Supplier's performance during the delivery of the Services. The Supplier's Senior Director will also maintain an overview of any Sub-Contractors used by the Supplier to deliver the Services. The Supplier's Senior Director also takes responsibility for the Supplier's legal obligations arising from the Agreement. The Supplier's Senior Director will liaise when required with the Director of Population and Public Policy Operations, including on an 'as-needed' basis in the event of an incident or emergency (or during any regular engagement or planned meeting). The Supplier's Senior Director shall not be the same person as the Supplier's Delivery Director. (If required) the Supplier's Senior Director shall also be available to take part in the Escalation Process.
<b>Supplier's Delivery Director</b>	The person appointed by the Supplier from the Supplier's senior management team to direct the Supplier's operations and delivery of the Services. The Supplier's Delivery Director will chair and oversee any reviews or meetings relevant to the issues associated with the Supplier's performance during the delivery of the Services. The Supplier's Delivery Director will also manage and maintain the commercial relationships with any Sub-Contractors used by the Supplier to deliver the Services. The Supplier's Delivery Director also takes responsibility for the Supplier's service delivery obligations arising from the Agreement. The Supplier's Delivery Director will liaise as and when required with the Deputy Director of Operations, including in the event of an incident or emergency. (If required) the Supplier's Delivery Director shall also be available to take part in the Escalation Process.
<b>Supplier's Representative</b>	The person appointed by the Supplier from the Supplier's staff to act as the Supplier's Representative, in order to manage the Supplier's delivery of the Services. The Supplier's Representative will manage any operational issues associated with the Supplier's performance during the delivery of the Services. The Supplier's Representative will also manage any operational matters arising from any Sub-Contractors used by the Supplier to deliver the Services. The Supplier's Representative will liaise as and when required with the Business Area Lead, including in the event of an incident or emergency. (If required) the Supplier's Representative shall also be available to take part in the Escalation Process.
<b>Supplier's Service Manager</b>	The person appointed by the Supplier from the Supplier's organisation that will lead on the management of qualitative matters and responsibilities arising from the Agreement. The Supplier's Service Manager will liaise when required with the Customer Lead, including on an 'as-needed' basis in the event of an incident or emergency.

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<b>Supplier's Commercial Manager</b>	The person appointed by the Supplier from the Supplier's organisation that will lead on the management of the commercial relationships and responsibilities arising from the Agreement. The Supplier's Commercial Manager will liaise when required with the Commercial Manager over matters arising from the Agreement, including the delivery of the Services, any valuation of the Services provided and processing invoices for payment. (If required) the Supplier's Commercial Manager shall also be available to take part in the Escalation Process.
<b>Supplier's Security Representative</b>	The person from time-to-time appointed by the Supplier as the Supplier's Security Representative, and who has responsibility for managing the Supplier's obligations arising from Section C900 of this Specification Document. The Supplier's Security Representative works with both the Supplier's Representative and the Supplier's Service Manager to manage the Supplier's obligations arising from the Agreement. The Supplier's Security Representative will liaise as required with the Customer's Security Representative over matters arising from the Agreement, including the delivery of the services described in Section C900 of the Specification Document.
<b>Supplier's Workstream Leads</b>	The persons from time-to-time appointed by the Supplier as the workstream leads who have responsibility for managing the relationship with the Customer in respect of all aspects of the Customer's requirements outlined in B1600 and the supporting areas including but not limited to planning, development, operations, MI and exit (see Appendix 21 Key Core Skills and Behaviours).

## B1300 Managing interfaces with Others

<b>B1301 Overview</b>	<p>The delivery of the Services within the Programme environment will require the Supplier to manage a range of different interfaces with differing organisations retained by the Customer to deliver the Programme.</p> <p>The Customer has specified their requirements for:</p> <ul style="list-style-type: none"> <li>• collaborative working relations within Section A400 of this Specification Document; and</li> <li>• working with Other Third Parties within Section A500 of this Specification Document.</li> <li>• Programme-wide interfaces within Section C2503 of this Specification Document.</li> </ul> <p>This Section sets out what the Supplier shall do to interface with Other Suppliers, Other Third Parties and the Customer's own-delivered elements specific to the delivery of the Services, and how these interfaces shall be managed by the Customer and the Supplier.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>B1302 Specific requirements for working with Other Suppliers</b>	<p>In respect of the Services, the Supplier shall ensure that the following specific requirements for interfacing with Other Suppliers are adhered to in the delivery of the Services:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>B1303 Specific requirements for working with Other Third Parties</b>	<p>In respect of the Services, the Supplier shall ensure that the following specific requirements for interfacing with Other Third Parties are adhered to in the delivery of the Services:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>B1304 Specific requirements for working with the Customer's own-delivered (in-house) elements</b>	<p>In respect of the Services, the Supplier shall ensure that the following specific requirements for interfacing with the Customer's own-delivered (in-house) elements are adhered to in the delivery of the Services:</p> <ul style="list-style-type: none"> <li>• meets the requirements in Section B1609 of this Specification Document;</li> <li>• Supplier will participate in the testing activities as identified in Appendix 26 – Continuous Testing;</li> </ul> <p>An interface map is provided at Appendix 15 - Interface Diagram.</p>
<b>B1305 Interface Management Plan</b>	<p>The Supplier shall ensure that the Interface Management Plan (required as one part of the Project Execution Plan, which is a Document Deliverable described in the Mobilisation and Planning Period (Period A) Deliverables Schedule contained in Appendix 11 of this Specification Document) includes specific provisions detailing the Supplier's plans for managing interfaces with:</p> <ol style="list-style-type: none"> <li>1. Other Suppliers, which may include (but not be limited to) the following</li> </ol>

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	<p>outsourced elements of the Programme:</p> <ul style="list-style-type: none"><li>• N/A; and</li></ul> <p>2. Other Third Parties, which may include (but not be limited to) the following:</p> <ul style="list-style-type: none"><li>• N/A; and</li></ul> <p>3. The Customer's own-delivered (in-house) elements of the Programme, which may include (but not be limited to) the following:</p> <ul style="list-style-type: none"><li>• Response Management System.</li></ul>
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**B1400 Items to be provided to (and for the use by) the Supplier**

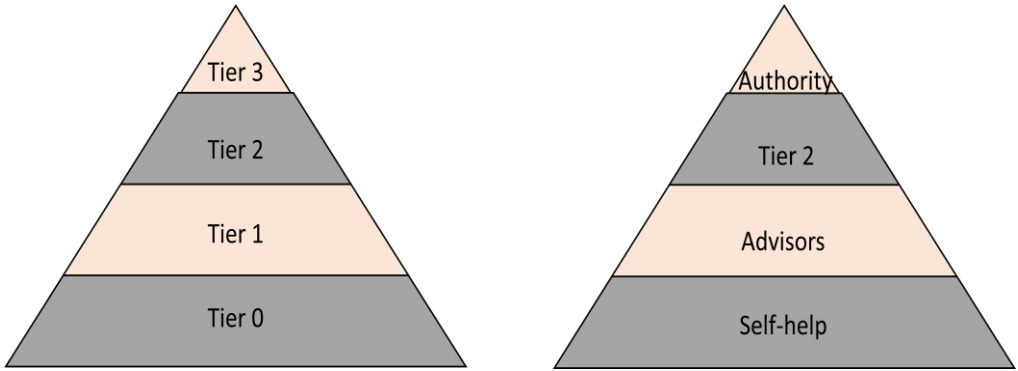
<p><b>B1401 Overview</b></p>	<p>This Section sets out what the Customer shall provide and make available for the use by the Supplier in the delivery of the Services (and thus that which the Supplier is not expected to provide).</p> <p>The Supplier shall note the contents of the Section and shall incorporate the use of the items described in this Section in the delivery of the Services. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>B1402 Facilities to be provided by the Customer</b></p>	<p>The Customer shall provide (via either the Customer and / or Others) the following Facilities for the use by the Supplier and Other Suppliers:</p> <ul style="list-style-type: none"> <li>• There are no Facilities to be provided by the Customer.</li> </ul>
<p><b>B1403 Other Customer Services to be provided by the Customer</b></p>	<p>The Customer shall provide (via either the Customer and / or Others) the following Other Customer Services for the use by the Supplier and Other Suppliers:</p> <ul style="list-style-type: none"> <li>• Wifi for use by Supplier Personnel at the Customer Site(s).</li> </ul>
<p><b>B1404 Equipment to be provided by the Customer</b></p>	<p>The Customer shall provide (via either the Customer and / or Others) the following Equipment for the use by the Supplier and Other Suppliers:</p> <ul style="list-style-type: none"> <li>• There is no Equipment to be provided by the Customer.</li> </ul>
<p><b>B1405 Supplies to be provided by the Customer</b></p>	<p>The Customer shall provide (via either the Customer and / or Others) the following Supplies for the use by the Supplier and Other Suppliers:</p> <ul style="list-style-type: none"> <li>• There are no Supplies to be provided by the Customer.</li> </ul>
<p><b>B1406 Solutions to be provided by the Customer</b></p>	<p>The Customer shall provide (via either the Customer and / or Others) the following Solutions for the use by the Supplier and Other Suppliers:</p> <ul style="list-style-type: none"> <li>• Confluence – the Customer’s collaboration tool.</li> <li>• [Online Help]</li> </ul>
<p><b>B1407 Licenses to be provided by the Customer</b></p>	<p>The Customer shall provide (via either the Customer and / or Others) the following Licenses for the use by the Supplier and Other Suppliers:</p> <ul style="list-style-type: none"> <li>• Confluence (maximum 10 Licenses);</li> </ul>

## B1500 Items to be provided by the Supplier for use by the Customer or Other Suppliers

<b>B1501 Overview</b>	<p>This Section sets out what the Supplier shall provide and make available for the use by the Customer or (where appropriate) Other Suppliers.</p> <p>The Supplier shall note the contents of the Section and shall ensure the availability of the items described in this Section during the delivery of the Services. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>B1502 Facilities to be provided by the Supplier</b>	<p>The Supplier shall provide the following Facilities for the use by the Customer and / or Other Suppliers:</p> <ul style="list-style-type: none"> <li>• All Facilities required to deliver the Services;</li> <li>• Accommodation for up to 4 Customer staff at the Supplier site.</li> </ul>
<b>B1503 Other Supplier Services to be provided by the Supplier</b>	<p>The Supplier shall provide the following Other Supplier Services for the use by the Customer and / or Other Suppliers:</p> <ul style="list-style-type: none"> <li>• Access to the Supplier's CRM system;</li> <li>• All services required to deliver the Services;</li> <li>• Wifi for use by Customer staff at the Supplier Site(s).</li> </ul>
<b>B1504 Equipment to be provided by the Supplier</b>	<p>The Supplier shall provide the following Equipment for the use by the Customer and / or Other Suppliers:</p> <ul style="list-style-type: none"> <li>• All Equipment required to deliver the Services.</li> </ul>
<b>B1505 Supplies to be provided by the Supplier</b>	<p>The Supplier shall provide the following Supplies for the use by the Customer and / or Other Suppliers:</p> <ul style="list-style-type: none"> <li>• All Supplies required to deliver the Services.</li> </ul>
<b>B1506 Solutions to be provided by the Supplier</b>	<p>The Supplier shall provide the following Solutions for the use by the Customer and / or Other Suppliers:</p> <ul style="list-style-type: none"> <li>• All Solutions required to deliver the Services.</li> </ul>
<b>B1507 Licenses to the provided by the Supplier</b>	<p>The Supplier shall provide the following Licenses for the use by the Customer and / or Other Suppliers:</p> <ul style="list-style-type: none"> <li>• All Licences required to deliver the Services.</li> </ul>



## B1600 Specification of the Services

<p><b>B1601 Overview</b></p>	<p>This Section sets out the specification for the Services that the Supplier shall deliver. The Section also links to any appendices or supporting information that the Supplier shall ensure the Services are to comply with.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>B1602 Preamble</b></p>	<p>The Customer has outlined a tiered approach to Respondent support for the 2019 Rehearsal and the 2021 Census:</p> <div style="display: flex; justify-content: space-around; align-items: center;">  </div> <ul style="list-style-type: none"> <li>• Tier 0 - The Customer expects most queries that a Respondent may have with the Census to be answered via the information available through the Customer's Online Help.</li> <li>• Tier 1 – In the event that the Respondent is unable to resolve their query via the Customer's Online Help, the Respondent will have the opportunity to contact the Contact Centre for resolution, via a number of different channels. These queries will be routed through to an Advisor in the first instance.</li> <li>• Tier 2 – In the event that the Advisor is unable to resolve the Respondent's query, it is expected that the query will be escalated within the Contact Centre for resolution. Some types of queries will be escalated immediately to the Customer (see Section B1614 of this Specification Document).</li> <li>• Tier 3 – In the event that Tier 2 is also unable to resolve the Respondent's query, it is expected that the query will be escalated from the Contact Centre to the Customer for resolution.</li> </ul> <p>The Customer is seeking a supplier to design, build, resource, deliver and manage an omni-channel contact centre solution to support tier 1, 2 and the Escalation of tier 3 queries. The Supplier will need to be able to respond quickly and dynamically to increases in volumes and fluctuations within channels.</p> <p>The Supplier is not expected to deliver the Customer's Online Help, however, the Supplier will need to ensure that the Contact Centre has uninterrupted access to the Customer's Online Help during the 2019 Rehearsal and the 2021 Census operation periods.</p>
<p><b>B1603 Specification of the Services</b></p>	<p>The Supplier shall provide the Services in accordance with the following Specification:</p>

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<b>B1604 General Specification</b>	The Supplier shall:	
	B1604.01	comply with the Customer's Security Requirements as set out in C900 of this Specification Document;
	B1604.02	design, build, manage and resource an omni-channel contact centre solution providing Respondents the opportunity to engage across their preferred channel as specified in this Specification Document;
	B1604.03	provide a Contact Centre function and infrastructure which must be delivered solely in the UK. For the avoidance of doubt, language interpretation is not excluded from this requirement;
	B1604.04	ensure all Supplier Personnel, without exception, work from the Supplier's access controlled facility/facilities in the UK. Any other working arrangement (e.g. home working) is not acceptable for any Supplier Personnel;
	B1604.05	provide contact centre services for the England and Wales Census and the Northern Ireland Census;
	B1604.06	ensure they have in place best practice continuity functionality to ensure the Services are sufficiently robust to maintain appropriate business continuity and disaster recovery in accordance with Section C1900 of this Specification Document;
	B1604.07	provide its Advisors with appropriate technology and access to its contact centre solution in order to deliver the Services to the quality and standards outlined in this Specification Document;
	B1604.08	adhere to the Service Levels as defined in Schedule 6 of the Agreement – Service Credits, Service Levels and Performance Monitoring;
	B1604.09	supply Management Information to the Customer by 09:30 the next Working Day as defined in Appendix 18 – Management Information;
<b>B1605 Resource Management</b>	The Supplier shall:	
	B1605.1	be required to own and manage workforce planning and highlight any concerns immediately to the Customer;
	B1605.2	recruit, select, train and manage its Advisors (including Telephone Capture team) and management resources in order to meet the requirements outlined in this Specification Document throughout the Call Off Contract Period. This must be completed in accordance with the Customer's expectations as outlined in Appendix 21 – Key Core Skills and Behaviours;
	B1605.3	obtain the Customer's prior permission to use any Census branding or Census-related information for the purposes of recruitment;

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	B1605.4	permit the Customer to observe any aspect of the Supplier's recruitment process at any time;
	B1605.5	use all reasonable endeavours to ensure the Supplier Personnel do not bring the Customer's name into disrepute and will, at all times, be responsible for the conduct and behaviour of the Supplier Personnel;
	B1605.6	ensure the Contact Centre is staffed adequately and efficiently particularly at peak times and be able to react quickly to rapid and sudden variances in contact volumes during both the 2019 Rehearsal and the 2021 Census;
	B1605.7	provide evidence/reports of its workforce planning to provide assurance during the 2019 Rehearsal and the 2021 Census Fully Operational Phases, by 9.30am every day;
	B1605.8	ensure that the key core skills allocated to the Census account are in place and available throughout the duration of the detailed phases as outlined in Appendix 21 – Key Core Skills and Behaviours.
<b>B1606 Physical Security</b>	The Supplier shall:	
	B1606.01	ensure that the physical security requirements as specified in Section C900 of the Specification Document are met for the duration of the Agreement;
	B1606.02	ensure the operational separation of Telephone Capture activities with that provided to other customers in any shared environment for the duration of the 2019 Rehearsal and 2021 Census Fully Operational Phases;
	B1606.03	ensure the operational separation of data recording and storage from Telephone Capture activities with that provided to other customers in any shared environment for the duration of the 2019 Rehearsal and 2021 Census Fully Operational Phases;
	B1606.04	provide assurance of the operational separation of Telephone Capture and data recording and storage to the Customer on request;
	B1606.05	ensure the Telephone Capture team has additional secure access to the Telephone Capture physical space for the duration of the 2019 Rehearsal and 2021 Census Fully Operational Phases.
<b>B1607 Personnel Security</b>	The Supplier shall:	
	B1607.01	ensure that the personnel security requirements as specified in Section C900 of the Specification Document are met for the Contract Period;
	B1607.02	ensure all Supplier Personnel working on the Census account or otherwise performing the Services sign the Census Confidentiality Undertaking (prior to training) and are returned to the Customer within 2 Working Days;

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	B1607.03	ensure all Supplier Personnel with access to Census Data or other Census information provided by the Customer meet the requirements of the UK Government Baseline Personnel Security Standard (BPSS);
	B1607.04	permit the Customer to carry out spot checks on completed security checks to ensure they have been completed.
<b>B1608 Technology Requirements</b>	The Supplier shall:	
	B1608.01	provide the core Contact Centre technology systems/hardware necessary for all Respondent support, as outlined in Appendix 19 – Technology roles and responsibilities;
	B1608.02	comply with the technology roles and responsibilities, as outlined in Appendix 19 – Technology roles and responsibilities;
	B1608.03	obtain telephone numbers to be used for the 2019 Rehearsal and 2021 Census, to support the Supplier's solution. This includes, but is not limited to, separate telephone numbers for England, Wales and Northern Ireland, as outlined in Appendix 11 – Mobilisation - Milestones, Deliverables and Acceptance Criteria;
	B1608.04	produce voice actor demos and music demos, for telephone holding/messaging to the Customer, to facilitate choice, as outlined in Appendix 12 – Service Development Period - Milestones, Deliverables and Acceptance Criteria;
	B1608.05	develop test plans for the 2019 Rehearsal and 2021 Census, as outlined in Appendix 12 – Service Development Period - Milestones, Deliverables and Acceptance Criteria;
	B1608.06	permit the Customer to attend and witness the testing of the solution;
	B1608.07	ensure the Supplier's systems are ready to participate in the Customer's integration testing for the 2019 Rehearsal and the 2021 Census;
	B1608.08	ensure the Supplier's solution is ready to participate in the Customer's End-to-End testing for the 2019 Rehearsal and the 2021 Census;
	B1608.09	undertake Operational Readiness Testing ("ORT");
	B1608.10	participate in Continuous Testing and integration of services, as well as quarterly Operational Readiness Tests (ORT), as detailed in Appendix 26 - Continuous Testing.
	B1608.11	undertake readiness to proceed prior to Go Live;

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	B1608.12	ensure representative contact volumes and final infrastructure of the Contact Centre solution are used for End-to-End testing;
	B1608.13	provide nominated Customer and NISRA personnel access to the relevant Supplier's system to access and respond to Escalations from the Contact Centre;
	B1608.14	provide a solution for handling queues at particularly busy times;
	B1608.15	provide a 'Model Contact Centre', as outlined in Appendix 12 – Service Development Period - Milestones, Deliverables and Acceptance Criteria;
	B1608.16	ensure no system changes are made without prior Approval from the Customer;
	B1608.17	ensure all Census Data is removed from systems after Fully Operational Phases, as outlined in Appendix 13 – Service Operations Period - Milestones, Deliverables and Acceptance Criteria and Appendix 14 – Exit - Milestones, Deliverables and Acceptance Criteria;
	B1608.18	transfer all Census Data to the Customer, at the end of the 2019 Rehearsal and 2021 Census Fully Operational Phases, as outlined in Appendix 11 – Mobilisation - Milestones, Deliverables and Acceptance Criteria;
	B1608.19	ensure any planned and agreed requests for IVR changes are implemented within agreed timeframes for pre-recorded messages;
	B1608.20	ensure any ad-hoc requests for IVR changes are implemented within 60 minutes for pre-recorded and non pre-recorded messages;
	B1608.21	ensure that, if required, the telephone number(s) are transferred to the Customer at the end of operational phases.
<b>B1609 Customer interfaces</b>	The Supplier shall:	
	B1609.01	Interface its CRM solution with the Customer's Response Management system;
	B1609.02	ensure its solution interfaces with the Customer's Online Help;
	B1609.03	ensure its web chat interfaces with the Customer's Online Help and Respondent Home;
	B1609.04	provide a REST based web service interface to the Customer's Response Management system and an 'sftp' interface for data transfer;

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	B1609.05	ensure its solution interfaces with NISRA's Online Help;
	B1609.06	work with the Customer to agree responsibilities and hand offs between the Contact Centre and the Customer's social media team for the handling of social media queries.
<b>B1610 Operational availability</b>	The Supplier shall:	
	B1610.01	ensure the Contact Centre is 'operational', as specified in Appendix 16 – Operational Phases and Availability, for the duration of the 2019 Rehearsal and 2021 Census Fully Operational Phases;
	B1610.02	ensure all telephone and web chat queues are cleared by the end of each day for the duration of the 2019 Rehearsal and 2021 Census Fully Operational Phases;
	B1610.03	ensure that, if required, the Contact Centre opening hours can be extended;
	B1610.04	ensure that, if required, the Contact Centre opening hours can be extended to cover weekends and Bank Holidays.
<b>B1611 Contact volumes</b>	The Supplier shall:	
	B1611.01	support baseline contact volumes for the 2019 Rehearsal Fully Operational Phases. See Appendix 17 – Volumes;
	B1611.02	support baseline contact volumes for the 2021 Census Fully Operational Phases. See Appendix 17 – Volumes;
	B1611.03	work with the Customer to finalise a process and timeline for confirming forecasted contact volumes for the 2021 Census once the Agreement has been awarded.
<b>B1612 Training Requirements</b>	The Supplier shall:	
	B1612.01	be responsible for the development and delivery of all training and training materials;
	B1612.02	develop all training requirements which will consist of, at a minimum: <ul style="list-style-type: none"> <li>• Understanding of the Census and Census questionnaire so Advisors know and understand what issues respondents might encounter;</li> <li>• Advisor soft skills training to be able to deal with: anxious, suspicious, stressed and angry callers. Including disability, equality, bereavement and Assisted Digital awareness training so advisors understand and can deal sensitively with respondents who may require further support;</li> <li>• Census specific security requirements;</li> </ul>

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		<ul style="list-style-type: none"> <li>• Advisor systems training and the Customer's Online Help;</li> <li>• Questionnaire completion (for Telephone Capture only);</li> <li>• Reference materials to support Advisors.</li> </ul>
	B1612.03	factor Census-specific information into all training which the Customer will provide under a "train the trainer" approach to up-skill Supplier training managers, if required;
	B1612.04	obtain the Customer's approval for final sign-off of all training materials (including pass/fail metrics for completion of training) before training commencement as outlined in Appendix 12 – Service Development Period – Milestones, Deliverables and Acceptance Criteria and Appendix 13 – Service Operations Period - Milestones, Deliverables and Acceptance Criteria;
	B1612.05	ensure all Supplier Personnel attend the training. For Supplier Personnel moving onto the Census account, from another account, they must attend the Census specific parts of the training, including changes to Supplier's systems implemented to support the Census;
	B1612.06	ensure any Advisor trained, but not working solely on the Census account, maintain their skills and knowledge to the graduation standard for the duration of the Fully Operational Phases;
	B1612.07	be responsive to what is happening during Fully Operational Phases and provide training to improve the Service, if necessary;
	B1612.08	source suitable premises and equipment for training purposes with class sizes of no more than 10-15 employees;
	B1612.09	provide trainers in addition to the Supplier training manager, if appropriate to the size of the account;
	B1612.10	develop a graduation test for census Advisors;
	B1612.11	ensure all census Advisors undertake a graduation test which is a pass or fail;
	B1612.12	provide coaching and support if a census Advisor fails the graduation test before they re-sit the test;
	B1612.13	ensure that any census Advisor who fails their second attempt will be unable to work on the Census account for that Fully Operational Phase;
	B1612.14	allow the Customer to view completed graduation tests, when requested;
	B1612.15	provide a training programme to up-skill additional resource at short notice, should the need arise during Fully Operational Phases;

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	B1612.16	provide on-going review and development of Supplier provided training materials, including but not limited to, Supplier internal processes, complaints handling, communication skills, etc.
	B1612.17	provide Census Coverage Survey specific training prior to the Census Coverage Survey Go-Live date;
	B1612.18	provide quality reviews of training;
	B1612.19	provide on-going training needs analysis;
	B1612.20	provide additional training development, if required;
	B1612.21	permit the Customer to observe training sessions.
<b>B1613 Support Channels</b>	The Supplier shall:	
	B1613.01	provide the following voice and non-voice support channels: telephone (including accessibility services), web chat, social media, SMS and web form (email);
	B1613.02	provide an automated system for capturing respondents requests for a paper questionnaire. See Appendix 17 – Volumes;
	B1613.03	provide a Telephone Capture service, as outlined in Section B1616 of this Specification Document;
	B1613.04	provide a service that delivers consistent experience across all channels to the defined performance measures, see Schedule 6 - Service Levels, Service Credits and Performance Monitoring;
	B1613.05	move a Respondent to a different channel when it is appropriate in order to give them the support they require. On each occasion, the reason must be logged by the Advisor;
	B1613.06	in all channels, Escalate queries that Advisors (Tier 1) are unable to resolve to Tier 2;
	B1613.07	in all channels, Escalate queries that Tier 2 are unable to resolve to the Customer, to defined performance measure, see Schedule 6- Service Levels, Service Credits and Performance Monitoring;
	B1613.08	work with the Customer to agree what is and is not an appropriate Escalation;



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	B1613.09	work with the Customer to develop guidance for use within web chat and social media;
	B1613.10	handle reactive social media queries and respond to the 'chat' or conversations/comments and questions occurring across social media channels;
	B1613.11	quality assure social media responses before they are posted;
	B1613.12	ensure Advisors respond in a tone appropriate to the particular channel but recognise the need to uphold the reputation of the Customer and the census;
	B1613.13	ensure Advisors are experienced at handling social media queries, knowing when and when not to respond, when to Escalate to the Customer and when a conversation needs to be moved out of the public domain.
<b>B1614</b>	The Supplier shall:	
<b>Contact Management</b>		
	B1614.01	develop a solution which supports the contact query types outlined in Appendix 20 – Query Types across all channels;
	B1614.02	provide a response to each Respondent in accordance with the content outlined in the Customer's Online Help;
	B1614.03	ensure Advisors are made aware of changes to messages on Online Help during the Fully Operational Phases;
	B1614.04	develop scripts, as outlined in Appendix 12 – Service Development Period - Milestones, Deliverables and Acceptance Criteria and Appendix 13 – Service Operations Period - Milestones, Deliverables and Acceptance Criteria;
	B1614.05	Respond accurately to all questions, with an aim to answer the respondent's query during their first contact;
	B1614.06	for each inbound contact, record and store the information in such a way that it is secure, accurate and re-usable and that both the query and its associated response can be clearly understood by other Contact Centre staff and the Customer;
	B1614.07	Escalate specialist queries from Members of Parliament, Councils, press and community groups to the Customer's Census Communications Team as soon as contact identity is established. See Appendix 20 – Query Types;
	B1614.08	Escalate emergency queries to the Customer as soon as they are recorded. See Appendix 20 – Query Types;
	B1614.09	ensure advisors give respondents the appropriate answer for their country of residence;
	B1614.10	ensure Advisors have uninterrupted access to the Customer's Online Help content.

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<b>B1615</b> <b>Language and interpretation</b>	The Supplier shall:	
	B1615.01	provide Advisors to be able to handle voice and non-voice support in English and Welsh, at the Contact centre;
	B1615.02	provide Advisors to be able to handle voice and non-voice support in languages that may be a legal requirement to support Northern Ireland in the future, at the Contact Centre;
	B1615.03	provide bi-lingual Advisors with fluency in Welsh and written English for Welsh speaking contacts;
	B1615.04	source and provide voice-only inbound and outbound support for language interpretation requirements not provided at the Contact Centre. For information about previous support in 2011 see Appendix 25 – 2011 Census Language Support;
	B1615.05	facilitate a telephone call in real time between a Respondent, the Advisor and the interpretation services provider where interpretation is required and resources are available immediately;
	B1615.06	arrange an appropriate date and time for the Advisor and the interpretation services provider to contact the Respondent where interpretation is required but resources are not available immediately. The Supplier shall initiate the call back at the agreed date and time.
<b>B1616</b> <b>Telephone Capture</b>	The Supplier shall:	
	B1616.01	provide voice only Telephone Capture which will have an element of inbound and outbound support;
	B1616.02	provide dedicated Advisors able to handle Telephone Capture in English and Welsh;
	B1616.03	provide dedicated Advisors able to handle Telephone Capture in languages that may be a legal requirement to support Northern Ireland in the future;
	B1616.04	provide an appointment booking system for any Telephone Capture requests that cannot be completed by transferring from frontline Advisor to the Telephone Capture team, in real time;
	B1616.05	call back Respondents within the appointment booking slot;
	B1616.06	complete the Respondent's questionnaire using the electronic questionnaire completion system provided by the Customer;

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	B1616.07	ensure Telephone Capture Advisors capturing the data follow a script provided by the Customer and do not lead those answering the questions. They must remain unbiased and ask all questions.
<b>B1617</b> <b>Outbound support</b>	The Supplier shall:	
	B1617.01	provide outbound support for Telephone Capture, Interpretation services and any call back facility that may be required by the Supplier's solution.
<b>B1618</b> <b>Quality Management</b>	The Supplier shall:	
	B1618.01	be responsible for measuring and managing quality and providing accurate reporting to the Customer based on agreed performance measures as defined in Schedule 6 of the Agreement – Service Levels, Service Credits and Performance Monitoring;
	B1618.02	provide performance reports to the Customer in the agreed timeframe and format;
	B1618.03	provide reports to governance meetings in the agreed timeframe and format. See Section C300;
	B1618.04	disseminate 100% of updates to messaging and procedures to all Advisors within 30 minutes of receipt from the Customer;
	B1618.05	consider trends in their (Advisors) interactions and share their own personal insights into respondent sentiment across channels. This insight should be collated by team leaders and use to drive continuous improvement and provided to governance meetings during the Fully Operational Phases;
	B1618.06	capture common fixes and solutions to improve Contact Centre support through continuous improvement;
	B1618.07	develop a Quality Assessment Scorecard;
	B1618.08	actively monitor all Advisors, including call listening, call records and email/web chat transcripts (as a minimum) for appraisal against the quality assessment scorecard;
	B1618.09	provide call recording data to the Customer within 4 hours of request;
	B1618.10	ensure that all Advisors are made aware that active monitoring is a condition of their employment on the census account;
	B1618.11	take overall responsibility for quality management via the Supplier Quality Manager;

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	B1618.12	<p>utilise industry-standard methods, tools and processes to measure service quality, react to the data and report to the Customer in order to:</p> <ul style="list-style-type: none"> <li>• provide an efficient high quality service;</li> <li>• meet required targets;</li> <li>• manage resources to respond to rapid changes in contact volumes by channel.</li> </ul>
	B1618.13	<p>implement a customer satisfaction/feedback tool which will focus on (but not limited to) the following questions:</p> <ul style="list-style-type: none"> <li>• how professional/friendly/knowledgeable was the Advisor?</li> <li>• how satisfied was the Respondent with the resolution provided by the Advisor?</li> <li>• would the Respondent want a future contact to be handled by the same Advisor?</li> </ul>
	B1618.14	<p>collate customer satisfaction scores and free text comments during the 2019 Rehearsal Fully Operational Phases and deliver to the Customer, as outlined in Appendix 13 – Service Operations Period – Milestones, Deliverables and Acceptance Criteria and Appendix 18 – Management Information;</p>
	B1618.15	<p>collate customer satisfaction scores during the 2021 Census;</p>
	B1618.16	<p>provide the customer satisfaction data to the Customer on a daily basis by 09:30 the following day, as outlined in Appendix 18 – Management Information;</p>
	B1618.17	<p>provide a report on corrective actions, if required, on a weekly basis.</p>
<b>B1619 Delivery Governance and Reporting</b>	The Supplier shall:	
	B1619.01	<p>attend the following meetings with the Customer:</p> <ul style="list-style-type: none"> <li>• monthly Contact Centre Management meeting;</li> <li>• monthly Data Collection Services (“DCS”) Project Board;</li> <li>• monthly contract management meeting during the lifecycle of the Contract;</li> <li>• weekly progress meetings outside the Fully Operational Phases;</li> <li>• twice-daily meetings during the Fully Operational Phases;</li> </ul>

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	B1619.02	formally report progress at the monthly DCS Project Board and the Contact Centre Management meetings;
	B1619.03	report progress and discuss issues at the weekly progress meetings with the Customer;
	B1619.04	record all actions, decisions and issues from governance meetings and share with the Customer.

## B1700 Key Supplier

<p><b>B1701 Overview</b></p>	<p>This Section sets out the Customer's additional requirements (to that of a supplier) for a Key Supplier working on the Programme.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>B1702 Key Supplier Status</b></p>	<p>The Programme will involve a large number of supplier organisations working with the Customer's own staff and organisation in order to deliver the Programme Vision and the Programme Objectives. Several of the supplier organisations, however, will likely have a greater influence on the successful delivery of the Programme, by virtue of either the size, scale or scope of the services being provided by the supplier.</p> <p>The Customer expects to develop strong relationships with its Key Suppliers, a relationship that will be built on mutual trust and support, but one which will be tested regularly during the delivery of the 2019 Rehearsal and the 2021 Census.</p> <p>The Customer confirms that the Supplier is a Key Supplier, and references to Key Supplier within this Section B1700 of this Specification Document shall mean the Supplier.</p>
<p><b>B1703 Customer Relations with Key Suppliers</b></p>	<p>The Customer expects Key Suppliers to provide a higher level of commitment, innovation and support to the realisation of the Programme Vision and Programme Objectives, and assist the Customer with leading on Programme delivery.</p> <p>In return for this higher level of commitment, the Customer shall provide each Key Supplier with access to senior leadership in the Programme and other Key Suppliers on a regular basis, and an opportunity for the Key Supplier to be more involved at a strategic level in the delivery of a successful Programme.</p>
<p><b>B1704 Key Supplier Meetings</b></p>	<p>The Customer will host Key Supplier Meetings:</p> <ul style="list-style-type: none"> <li>• on the first Wednesday of each month; and/or</li> <li>• when the Director of Population and Public Policy Operations notifies the Supplier from time-to-time (with not less than three Working Days notice).</li> </ul> <p>The main aim of the Key Supplier Meetings will be to ensure that all Key Suppliers are able (and continue) to work closely both with the Customer and amongst other Key Suppliers in order to assist the Customer with delivering the Programme. At Key Supplier Meetings, the Customer and Key Suppliers will discuss matters and issues arising in the Programme that are of relevance to the Key Suppliers.</p> <p>Each Key Supplier Meeting shall be held at the Customer's Titchfield Offices.</p> <p>Attendance from the Customer will comprise (as a minimum) the Director of Population and Public Policy Operations (who shall act as Chairperson) and the Deputy Director of Operations (who shall, if requested, act as an alternate Chairperson).</p> <p>Attendance from the Key Supplier shall comprise the Supplier's Senior Director and the Supplier's Delivery Director (not more than two persons).</p> <p>The Key Supplier Meeting shall last not more than three hours. The agenda and matters to be discussed at a Key Supplier Meeting will be agreed in advance of the Key Supplier Meeting, and shall be notified to the Supplier.</p> <p>In addition to any obligations contained elsewhere in this Specification Document to meet with the Customer, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• provide appropriate attendance at each Key Supplier Meeting (such</li> </ul>

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	<p>attendance to include no more than two representatives from the Supplier);</p> <ul style="list-style-type: none"> <li>• undertake any advance preparations or preparation of material requested by the Customer of those suppliers attending the Key Supplier Meeting;</li> <li>• participate freely and willingly in discussions on matters discussed at any Key Supplier Meeting; and</li> <li>• provide support to the resolution of matters arising at any Key Supplier Meeting.</li> </ul> <p>A note of each Key Supplier Meeting shall be taken by the Customer and shared with the Key Supplier as a record of the attendance and matters discussed.</p>
<p><b>B1705 Key Supplier Emergency Contact</b></p>	<p>Each Key Supplier shall ensure that either:</p> <ul style="list-style-type: none"> <li>• the Supplier's Senior Director; and/or</li> <li>• the Supplier's Delivery Director; and/or</li> <li>• the Supplier's Representative;</li> </ul> <p>is available for contact by telephone by the Customer at any time.</p> <p>The Customer confirms that this contact will be reserved for only the most urgent of matters that require the immediate attention of senior representatives of the Key Supplier.</p>
<p><b>B1706 Extraordinary Key Supplier Meetings</b></p>	<p>An Extraordinary Key Supplier Meeting may be called by the Customer at such times as the Customer believes it is necessary (which will normally occur in the event of a serious, urgent or emergency matter arising on the Programme). Due to their nature, the Customer is unable to advise when it may decide the need for an Extraordinary Key Supplier Meeting.</p> <p>In the event that the Customer shall decide it is necessary to host an Extraordinary Key Supplier Meeting, the Customer shall:</p> <ul style="list-style-type: none"> <li>• provide reasonable notice to those Key Suppliers that the Customer so requires attendance of at the Extraordinary Key Supplier Meeting; and</li> <li>• provide arrangements for the Key Supplier to attend the Extraordinary Key Supplier Meeting.</li> </ul> <p>Where requested to attend an Extraordinary Key Supplier Meeting, the Key Supplier shall attend the Extraordinary Key Supplier Meeting with the Customer and / or other Key Suppliers accordingly.</p>

## Section C. General Requirements



## C100 Customer Premises

<b>C101 Overview</b>	<p>This Section of this Specification Document provides the Supplier with information on how and when the Supplier may access or use the Customer Premises, in order to deliver the Services or meet with the Customer.</p> <p>The Supplier shall ensure that:</p> <ul style="list-style-type: none"> <li>• any Supplier Personnel used to deliver the Services comply with the requirements of this Section;</li> <li>• any Supplier Personnel comply with the Customer's policies and procedures applicable to using the Customer Premises; and</li> <li>• any agreement with Sub-Contractors incorporates all relevant provisions of this Section where it is anticipated or expected that a Subcontractor may make use of the Customer Premises to assist with the delivery of the Services.</li> </ul>
<b>C102 Customer Premises</b>	<p>The Customer Premises are any premises owned or managed or operated by the Customer, or from where the Customer undertakes any business activities.</p> <p>The Customer Premises include the Customer's London Offices, the Customer's Newport Offices, and the Customer's Titchfield Offices.</p>
<b>C103 Customer's London Offices</b>	<p>The Customer's London Offices are located at 1 Drummond Gate, Pimlico, London, England SW1V 2QQ.</p>
<b>C104 Customer's Newport Offices</b>	<p>The Customer's Newport Offices are located at Government Buildings, Cardiff Road, Newport, Wales NP10 8XG.</p> <p>The Customer's Head Office is located at the Customer's Newport Offices.</p>
<b>C105 Customer's Titchfield Offices</b>	<p>The Customer's Titchfield Offices are located at Segensworth Road, Titchfield, Fareham, Hampshire, England PO15 5RR.</p> <p>The Programme is based at the Customer's Titchfield Offices.</p>
<b>C106 Permission to use the Customer Premises to deliver the Services</b>	<p>The Supplier shall only be permitted to use the Customer Premises to deliver the Services where either:</p> <ul style="list-style-type: none"> <li>• the Customer has invited the Supplier to attend a meeting that is being held at the Customer Premises; or</li> <li>• the Customer has given prior permission to the Supplier to use the Customer Premises (such permission having first been requested for by the Supplier); or</li> <li>• the Customer requests that the Supplier Personnel deliver some or all of the Services from the Customer Premises.</li> </ul> <p>In all other instances, the Supplier shall deliver the Services from a location other than the Customer Premises. Use of the Customer Premises by the Supplier or the Supplier Personnel does not create a right or a license to use such premises.</p>

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<b>C107 Access to the Customer Premises</b>	<p>Where permission has been granted by the Customer in accordance with Section C106 of this Specification Document, the Supplier Personnel shall access and use the Customer Premises to deliver the Services, provided always that:</p> <ul style="list-style-type: none"><li>• the Supplier (and the Supplier Personnel) shall have agreed (and will continue to agree) to the terms of the use of the Customer Premises;</li></ul> <p>and EITHER:</p> <ul style="list-style-type: none"><li>○ (in the case of ‘unescorted’ access) a member or members of the Supplier Personnel will have been issued a security pass by the Customer where that member (or those members) of the Supplier Personnel have successfully first completed at the Supplier’s expense, the Customer’s <i>staff vetting procedures</i>, and thus have been accepted by the Customer as being permitted to access the Customer’s Premises without the need to be escorted by a member of the Customer’s organisation;</li></ul> <p>OR:</p> <p>(in the case of ‘escorted’ access) a member or members of the Supplier Personnel have been invited and pre-authorised to enter the Customer’s Premises as ‘visitors’ on a temporary license issued (on an each-and-every-instance basis by the Customer), and will be issued with appropriate visitor’s accreditation, having first agreed to the Customer’s terms and conditions associated with the issue of the visitor’s accreditation and thus must be escorted by a member of the Customer’s organisation at all times whilst on the Customer’s Premises.</p>
<b>C108 Supplier car parking at the Customer Premises</b>	<p>The Customer shall permit the parking of the cars (but not trucks, vans or other similar commercial vehicles) of Supplier Personnel at the Customer’s Titchfield Offices and the Customer’s Newport Offices, provided always that:</p> <ul style="list-style-type: none"><li>• the Supplier has secured Approval to the parking of cars from the Customer;</li></ul> <p>AND</p> <ul style="list-style-type: none"><li>• the Supplier Personnel that are seeking to park at the Customer Premises comply with the instructions associated with the issue of a temporary parking licence (as may be confirmed at the time of issue of the temporary parking licence).</li></ul> <p>There is, however, no parking available at the Customer’s London Offices.</p>
<b>C109 Supplier’s conduct whilst on the Customer Premises</b>	<p>The typical business activities of the Customer (described in Section A of this Specification Document) involve the Customer managing significant amounts of sensitive and confidential data (including Personal Data), which is held and managed by the Customer at the Customer Premises.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"><li>• recognise the nature of the Customer’s business activities and ensure that all Supplier Personnel that access the Customer Premises (whether escorted or unescorted) will have been checked and verified by the Supplier first as being suitable to visit or work from the Customer Premises; and</li></ul>

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	<ul style="list-style-type: none"><li>• take such actions as may be deemed appropriate by the Customer and the Supplier to remedy any breach of any permission provided by the Customer to the Supplier Personnel in connection with the permitted uses of the Customer Premises (which may include the removing a member of the Supplier Personnel from the Customer Premises).</li></ul>
<b>C110 Managing the risks of supplier bias during the delivery of the Services</b>	<p>The Public Contracts Regulations 2015 require that both the Customer and the Supplier take pre-emptory actions in order to mitigate any risks that may exist from the prior involvement that a supplier organisation may have in a future procurement action that the Customer may promote.</p> <p>A particular risk in respect of these requirements is found when staff from both the Customer and the Supplier are working together at the Customer Premises.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"><li>• be aware of their obligations under the Public Contracts Regulations 2015 (and regulations 41 and 42 in particular);</li><li>• (to the extent that the need arises):<ul style="list-style-type: none"><li>○ work with the Customer to ensure that the Supplier takes all precautionary measures to ensure the Customer and the Supplier shall maintain compliance with their respective obligations under the Public Contracts Regulations 2015;</li><li>○ ensure that all Supplier Personnel (and in particular those that may work at the Customer Premises) are briefed before working on the delivery of the Services on the potential risks associated with managing potential supplier bias; and</li><li>○ regularly monitor the risks associated with managing potential supplier bias, and report to the Customer on any measures, actions, or precautions that have been implemented by the Supplier in order to protect the interests of both the Customer and the Supplier.</li></ul></li></ul>

## C200 Supplier's Premises

<p><b>C201 Overview</b></p>	<p>This Section of this Specification Document sets out the Customer's requirements for the Supplier's Premises that must be complied with where the Supplier is using the Supplier's Premises to deliver the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C202 Supplier's Premises</b></p>	<p>For the purposes of the Agreement, the Supplier's Premises comprise any physical and/or digital environment that the Supplier (or any Supplier Personnel) uses to deliver some or all of the Services, and is neither owned nor managed by the Customer.</p>
<p><b>C203 Physical Environment</b></p>	<p>The Supplier shall ensure that any physical environment used to deliver the Services shall, as a minimum, comply with all relevant requirements and applicable Law.</p>
<p><b>C204 Digital Environment</b></p>	<p>The Supplier shall ensure that any digital environment used to deliver the Services shall, as a minimum, comply with:</p> <ul style="list-style-type: none"> <li>• the guidance issued by the National Cyber Security Centre (NCSC), as published on the NCSC website, <a href="https://www.ncsc.gov.uk/guidance">https://www.ncsc.gov.uk/guidance</a>;</li> <li>• any requirements contained in Section C1400 of this Specification Document.</li> </ul>
<p><b>C205 Register of the Supplier's Premises</b></p>	<p>The Supplier shall establish and maintain a register of all of the elements of the Supplier's Premises that have or will be used by the Supplier to deliver the Services (the "<b>Register of the Supplier's Premises</b>").</p> <p>The Register of the Supplier's Premises shall, as a minimum, include the following information:</p> <ul style="list-style-type: none"> <li>• its type of environment;</li> <li>• its location (address);</li> <li>• the details of those elements of the Services that are being delivered from the location; and</li> <li>• any details of persons in charge of the location (for access purposes).</li> </ul> <p>The Register of the Supplier's Premises shall be established using commonly-available software (e.g. Microsoft Excel or Microsoft Word) and shall be arranged as a searchable database, so as to facilitate easy reviewing and interrogation. The Register of the Supplier's Premises shall be stored electronically by the Supplier and shall be presented to the Customer within 24 hours of being requested to do so by the Customer.</p>

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<b>C206 Right to Inspect the Supplier's Premises</b>	<p>The Supplier shall ensure that the Supplier's Premises at all times meet with the minimum requirements for the Supplier's Premises set out in this Section C200 of this Specification Document.</p> <p>The Customer may undertake random inspections of some or all elements of the Supplier's Premises in order to ensure that the Customer is meeting the minimum requirements for the Supplier's Premises set out in this Section C200 of this Specification Document.</p> <p>The Supplier shall therefore provide the Customer with an irrevocable right to inspect the Supplier's Premises during the Agreement at any reasonable time (and without notice, if deemed necessary by the Customer).</p> <p>The Supplier shall make itself available to assist with such inspections, including making access available at short notice, and cooperating fully with the Customer's requests, questions, challenges and inspections.</p> <p>In exercising the rights afforded to the Customer under this Section C200 of this Specification Document, the Customer shall comply with the Supplier's reasonable instructions associated with accessing and visiting the Supplier's Premises.</p>
<b>C207 Supplier's Premises found not to be in accordance with the Customer's Requirements</b>	<p>Following an inspection by the Customer under Section C206 of this Specification Document, where some or all of the Supplier's Premises are found to be not in accordance with the Customer's requirements contained in Section C203 and C204 of this Specification Document, it is the responsibility of the Supplier to take such corrective actions as may be required by the Customer in order to ensure that the Supplier's Premises does meet the Customer's requirements at the earliest opportunity.</p> <p>Where the Supplier's Premises is found not to be in accordance with the Customer's requirements, the following procedure shall apply:</p> <p style="padding-left: 40px;">Step 1. The Customer shall issue a written communication to the Supplier that sets out:</p> <ul style="list-style-type: none"><li>a. the details of the inspection undertaken by the Customer;</li><li>b. those elements of the Supplier's Premises that, in the opinion of the Customer, were found not to be in accordance with the Customer's requirements;</li><li>c. what (if any) immediate corrective measures were instructed by the Customer to the Supplier at the time of the inspection;</li><li>d. what (if any) further corrective measures are requested by the Customer.</li></ul> <p style="padding-left: 40px;">Step 2. Following receipt by the Supplier of the communication referred to in Step 1 above, the Supplier shall, within 24 hours of receipt of the communication referred to in Step 1 above:</p> <ul style="list-style-type: none"><li>a. acknowledge receipt of the communication; and</li><li>b. EITHER:<ul style="list-style-type: none"><li>i. provide a commitment to the Customer as to the time that the Supplier will have implemented the</li></ul></li></ul>

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	<p>corrective measures (noting that such commitment shall be as soon as is practically possible, and not longer than 5 Working Days, unless agreed otherwise with the Customer); and immediate commence the corrective measures;</p> <p>OR</p> <p>ii. notify the Customer that the Supplier disagrees with the corrective measures proposed by the Customer within the communication, by following Step 3 in the process.</p> <p>Step 3. In the event that the Supplier disagrees with the corrective measures proposed by the Customer within the communication referred to in Step 1 above, the Supplier shall:</p> <ul style="list-style-type: none"><li>a. arrange to discuss the matter with the Customer; and</li><li>b. work with the Customer to agree with the Customer any variation or change to the corrective measures proposed.</li></ul> <p>Step 4. Following the completion of the corrective measures undertaken by the Supplier, the Supplier shall issue a further notification to the Customer that it has completed the rectification measures such that the Customer may then re-inspect the Supplier's Premises to satisfy the Customer that the Supplier's Premises do now meet with the Customer's requirements (such inspection being at the discretion of the Customer). This Step 4 of the process shall be repeated as required until the Supplier's Premises are deemed by the Customer to comply with the Customer's requirements.</p> <p>Step 5. The Customer shall confirm to the Supplier when the Customer is satisfied that the corrective measures the Customer has requested under Step 1 of the process have been completed to an acceptable standard. Irrespective of the recommendations made by the Customer, the Supplier shall at all times bear ultimate responsibility for the final state of the corrective works and should use their professional judgment when undertaking the works in order to ensure that the Supplier's Premises meets with the Customer's requirements.</p>
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## C300 Governance

<p><b>C301 Overview</b></p>	<p>This Section sets out the arrangements that the Customer has put in place for managing the governance within the Programme, their interaction with the Project Schedule and the associated reporting standards that will be used to monitor the progress of the Project and the Programme by the Customer.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p> <p>The Supplier shall note that the Customer uses a hybrid approach to change delivery, and different projects will employ different frameworks such as MSP®, PRINCE 2®, Agile and Lean Six Sigma. This approach aims to harness the benefits of Agile delivery whilst retaining appropriate levels of control and assurance.</p> <p>The Supplier shall make themselves aware of frameworks in use in their delivery/project areas.</p>
<p><b>C302 Programme Governance</b></p>	<p>The governance of the Programme is managed through a series of boards and groups each of which has a specific area of focus and overall operate within a hierarchy of importance. The Customer’s <i>Census Transformation Programme: Governance Strategy</i> is included as Appendix 31 of this Specification Document.</p>
<p><b>C303 Programme Assurance</b></p>	<p>The Customer’s arrangements for assurance of the Programme activities are set-out within the Customer’s <i>Census Transformation Programme: Governance Strategy</i> included as Appendix 31 of this Specification Document.</p>
<p><b>C304 Project Assurance</b></p>	<p>Project Assurance occurs at several levels:</p> <ul style="list-style-type: none"> <li>Level 1. At a Project level, the Customer’s Business Area Lead acts as the first layer of assurance over the delivery of the products and tasks within the Project, and thus the delivery of the Services by the Supplier. Assurance of the Supplier’s activities will occur at this level via the Progress Reporting mechanisms (see Section C400 of this Specification Document).</li> <li>Level 2. At a Programme level, the PMO provides a second layer of assurance through its review of the Project weekly reports and translation into the Programme weekly report and monthly report.</li> <li>Level 3. Within the Customer’s and the UKSA governance structure, in compliance with the Customer’s own financial delegations and approvals requirements.</li> <li>Level 4. Within the Government, as a part of all Government departments and agencies obligations to comply with the HM Treasury Spend Controls (as published on the Government’s website and administered by HM Cabinet Office).</li> </ul> <p>When delivering the Services, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• note the presence of the differing levels of Project Assurance that exist and are applicable to the Services; and</li> </ul>

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	<ul style="list-style-type: none"> <li>• (insofar as the Supplier is required) support the Customer with its application of a robust, multi-level Project Assurance process.</li> </ul>
<p><b>C305 Configuration Management</b></p>	<p>The Customer's <i>Census Transformation Programme PMO Configuration Management Summary</i> is included as Appendix 32 of this Specification Document.</p> <p>This document articulates those Document Deliverables (and other artefacts) that shall be formally stored and controlled at a Programme level. This document also articulates the folder structure and approach being adopted for the control of documents.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• work with the Customer to develop this list of the likely documents;</li> <li>• Notify the Customer Manager if a new configurable document is required for creation (noting that the Customer's PMO will agree the specific storage of the configurable document (likely to be SharePoint) and allocate a version number to the Customer for that document).</li> </ul> <p>Sign-off of configurable documents will be via the document owner (as agreed when previewing the forward view of documents), following the Deliverables Review and Assurance Process described in C2000 of this Specification Document.</p>
<p><b>C306 Naming Convention and Version Control</b></p>	<p>The Customer's naming convention and version control approach is included in the Customer's <i>Census Transformation Programme PMO Configuration Management Summary</i> document included as Appendix 32 of this Specification Document. The Supplier shall adhere to the contents of this document when delivering the Services.</p>
<p><b>C307 Programme Reviews</b></p>	<p>The Customer may, from time-to-time, either:</p> <ul style="list-style-type: none"> <li>• employ the services of an external technical reviewer to assist with the Customer's quality and assurance procedures; and / or</li> <li>• undertake Programme reviews (such as Gateway Reviews, Treasury Approval Point reviews) involving Government-employed reviewers.</li> </ul> <p>If requested by the Customer to do so, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• comply with any requests from the Customer to take part in one or more reviews;</li> <li>• engage with the reviewers, in structured dialogue facilitated by the Customer, and contribute to the external technical review process;</li> <li>• provide such information as is reasonably requested by the reviewers (noting always that any such requests shall be authorised by the Customer before being presented to the Supplier, and shall not request the release of any commercially-sensitive information that may prejudice the Supplier).</li> </ul>
<p><b>C308 Planning Policy</b></p>	<p><b>Policy Summary:</b></p> <p>Project Managers, work-stream leads and the PMO Programme planning/management resource (customer and supplier) responsible for planning</p> <p><b>MUST:</b></p> <p>Have an understanding of PMO controls principles and theory as defined in a</p>



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	<p>recognised project management methodology</p> <p>Be familiar with Microsoft Project and prepared to make all plan submissions in Microsoft Project to the relevant CTP Project</p> <p>The CTP requires an appropriate level of visibility and governance of the schedule. The PMO has established a Planning Policy with the clear direction of achieving the goal of transparency and accountability at the appropriate levels.</p> <p><b>In this way the programme will be able to:</b></p> <p>Demonstrate effective programme and business governance</p> <p>Maintain its focus on programme and delivery timescales and threats to that delivery</p> <p>Reduce the potential for, and impact of unknown or un-quantified schedule slippage</p> <p>Raise the planning awareness of all members of the CTP team and embed the correct planning management behaviours.</p> <p><b>The objectives of the Programme planning policy are to:</b></p> <p>Integrate Governance around the planning requirements of the programme</p> <p>Manage planning in accordance with best practice</p> <p>Anticipate and respond to changes in scope costs or delivery requirements</p> <p>Make the cost of managing slippage and scope change as effective as possible</p> <p>Prevent (wherever possible) the consequential impact (cost, time, people) of ineffective schedule management and minimise potential impact to both the programme and the wider ONS Business.</p> <p><b>The Programme will achieve these objectives by:</b></p> <p>Establishing clear roles, responsibilities and reporting / governance lines within the programme that support the planning policy</p> <p>Providing a framework that allows the programme the opportunity to identify schedule slippage or opportunities</p> <p>Reinforcing the importance of effective plan and schedule management as part of the everyday work of programme team members</p> <p>Incorporate detailed and effective planning into the suite of PMO functions</p> <p>Monitoring of the plans on an ongoing basis and reporting through an agreed governance mechanism</p> <p>Cooperation is needed and expected, from all customer management, staff and suppliers, and we will work as a team with these common goals and objectives in mind to ensure the continued success of our planning approach.</p>
<p><b>C309 Plan Structure</b></p>	<p><b>The Project Plans</b></p> <p>The purpose of the project plan is to define and manage decision making on how each individual project meets the delivery of an individual section of the agreed business case or contractual scope, and capture this as a “statement of record” (the delivery schedule or project plan).</p> <p>The delivery activity and outcomes of the project plans are owned by the owner for each project or 3<sup>rd</sup> party delivery. It is the responsibility of each Project Manager to ensure that delivery tracks to the agreed schedule and manage related changes and issues.</p> <p>The project plans will be updated weekly from information provided by the subordinate work-stream plans and inter-dependent project plans where appropriate (e.g. 3<sup>rd</sup> Parties, ONS Internal IT teams)</p> <p>To support the achievement of the Programme Schedule the project plans must</p>

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show the full life cycle of each project, including all lifecycle phases, work breakdown structure and any associated product breakdown structures. A key component of updating of the plan is to ensure that it accurately and transparently reflects status of milestones and tasks/activities, providing an agreed view of progress against plan and providing the basis for regular and meaningful communication within the programme.

The project plan is the document of record for 'progress against plan' for the project

It is important the plan shows any inter-dependencies required.

**The Project Reporting Plan will contain:**

Level 0 Milestones

Level 1 Milestones

Any relevant Level 2 Milestones that help to show the overall delivery story

Work Breakdown Structure and flow, product breakdown structure

The Work-stream Plans

The work-stream plan is owned by the Work-stream Lead (if there is no Work-stream Lead then the work-stream plan is owned by the relevant Project Manager)

The work-stream plan will be updated weekly by the work-stream leads customer or suppliers as required) from information provided by the subject matter experts. It is held, managed and documented by the customer work-stream leads and will focus on delivery of specific project deliverables (for example a defined work package or phase, or products).

**C310  
Milestone  
Labelling**

Level	Description	Delivery scope	Management and control	Delivery reference
0	Level 0 Milestone	Census Transformation Programme Deliverable	ONS Portfolio governance (recommendation from CTP Programme Board)	Key Census Transformation Programme deliverable – must have at least one Level 1 lead indicator (predecessor)
1	Level 1 Milestone	Key project deliverable which feeds into a Level 0 milestone – provides delivery detail	Programme governance (Delivery Board)	Input to a Level 0 milestone
2	Level 2 Milestone	Project deliverable forming part of a Level 1 milestone	Project Board / CTP Change Board governance (as long as this does NOT impact a L1 or L0 milestone)	Interim deliverables within a project feeding Level 1 milestone
3	Level 3 Milestone	Lower level deliverables contributing to Level 2 milestone	Project governance (Project Board)	Interim deliverables within a project feeding Level 2 milestone
4	Level 4 Milestone	Lower level deliverables contributing to Level 3 milestone	Project governance (Project Board)	Interim deliverables within a project feeding Level 3 milestone
5	Level 5 Milestone	Non-reported milestones	Not applicable	Not applicable to delivery – often used as start milestones to trigger lower level activity

The diagram includes a vertical stack of blue arrows on the left pointing upwards from level 5 to level 0. On the right, a blue arrow points upwards from level 0 to level 1, labeled 'Reported content'. A green arrow points downwards from level 1 to level 5, labeled 'Detailed content driving Deliverables Matrix milestones'.

**Notes:**

- 1) Level 0 and 1 milestones form the 'Census Transformation Programme Planning Deliverables Matrix' and must be included within the project plans (unless explicitly agreed with the Customer CTP Planning Team)
- 2) A level 1 milestone may be promoted to Level 0 as directed by programme governance (CTP PMO, & CTP Delivery Board)
- 3) Milestone reporting will include Level 0 and Level 1 milestones – this may be extended to other levels as required by programme governance to suit the needs of specific stakeholder groups

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	<p><b>4)</b> Projects are required to include sufficient detail in plans to manage and control delivery – the CTP PMO Planning Team will review plan content and assist with any enrichment to plans as required</p>
<p><b>C311 Milestone Tolerance</b></p>	<p>It is essential that in order to maintain progress around delivery, deal with emerging concerns and maintain focus on outcomes and dates, that we maintain a robust change control process*. A key part of this process is to ensure alignment of milestone changes to plan and accurately understand impact and consequence of any material schedule changes. The "CTP Milestone Change Control Process" refers with key points being:</p> <p><b>Tolerance:</b></p> <p>L0 Milestones – there is no tolerance against any L0 milestone – any change in date will immediately flag a RED status, a re-forecast date and will require a Request For Change (RFC) to be raised and impact assessed. L0 milestones are owned at the portfolio level and are recommended for change through the CTP Programme Board.</p> <p>L1 Milestones – there is <b>NO</b> tolerance against any L1 milestone – any change in date will immediately flag a RED status and a re-forecast date and may require a RFC* to be raised and impact assessed. L1 Milestones are all owned at the CTP Delivery Board and will authorise any changes to dates</p> <p>L2 and Below – tolerance is owned and overseen by the relevant Project Board. The exception to this is where a L2 Milestone slippage directly impacts a L1/L0 Milestone. In this case, this must be immediately re-forecast within the project plan, RAG status turned RED (both the L2 and impacted L1)</p> <p>Where relevant, the impact to other milestones (e.g. L1 in other projects) should be identified as early as possible so there is an understanding of the consequence of movement of a milestone. At the point a milestone date becomes unachievable or has passed without completion, this should be reflected against the milestone status by moving it to RED, and (within the MSP project template) the Impact / Issue / Action fields populated.</p> <p>Best practice mandates that plan owners should be reviewing milestones and deliverables in advance of due dates, and identifying any areas of concern or issue that could impact the delivery of a milestone. At the point concerns are identified this should be reflected against the milestone status by moving it to AMBER, and (within the MSP project template) the Impact / Issue / Action fields populated.</p> <p><i>*The CTP RFC Change Process is defined and documented elsewhere within the Specification Document (Section C2300 of this specification)</i></p>

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**C312  
Milestone RAG  
Status**

RAG statuses are used to indicate the health of a particular milestone, or represent the health of a project or work stream. Within the context of the planning standards, milestone health is specifically spoken about, as opposed to project / work stream health.

RAG status **MUST** be applied to every milestone in the plan – this is achieved in two ways:

1. **Calculated RAG** – generated by the MSP template – based on actual baseline and forecast dates within the MSP template
2. **PM RAG** (over-ridden by PM) – GREEN to AMBER, or AMBER to RED (delivery concerns)

ANY milestone that is **NON-GREEN** must have an Issue/Impact/Action field completed for it in the MSP project plan template

**General RAG status rules below:**

RAG	Description	RTG Plan Required
Green	No delivery concerns - Milestone is expected to be completed in accordance with its expected delivery date or baseline date or earlier	NA
Amber	Some delivery concerns - The milestone is at <b>RISK</b> of not meeting the expected delivery date or baseline date and corrective action to return to Green are required or have been agreed and implemented	An outline of the risk identified and the corrective steps including any decisions required to return the amber status to green
Red	Significant / material delivery concerns There is an <b>ISSUE</b> that the milestone will not be delivered by the expected baseline date. A re-forecast date has been identified. Corrective action has yet to be agreed and implemented (Forecast later than Baseline) <b>OR</b> The <b>milestone is overdue</b> (Baseline prior to Status Date) <b>OR</b> The <b>milestone will NOT achieve its baseline date</b>	An Return To Green plan is required that outlines the issue, the steps taken to-date and any further corrective steps including any decisions required to return the red status to green
Complete	The <b>milestone is complete</b> – there is no further action required to deliver ALL scope and deliverables associated with the milestone have been delivered	NA

**C313  
Milestone Reporting  
Schedule**

- Project Activity
- Central Planning Team Activity
- Review meeting

Week 1		Week 2			
Friday	Monday	Tuesday	Wednesday	Thursday	Friday
Central PMO Planning Team QA's project plans	Follow up on actions/decisions: -Changes for approval -Escalations to CDC -Initial drafts of reporting artefacts -Resolution of any quality issues arising from plans	Review plans  Approve milestone change or recommend for further review and impact assessment	Follow up on actions / decisions	Project work streams provide plan updates by COB for current week	Central PMO Planning Team QA's project plans
Central PMO Planning Team consolidates Plans and produces draft reports	Identify & publish any changes required to milestone dates		Central Planning Team publish required updates	3 <sup>rd</sup> Party Project work streams provide plan updates to CTP projects	Central PMO Planning Team consolidates Plans and produces draft reports
	Publish plan reporting artefacts		3 <sup>rd</sup> Party Project work streams confirm schedule progress and or delivery challenges with CTP Projects	Projects update plans ready for submission for current week	

## C400 Progress Reporting

<p><b>C401 Overview</b></p>	<p>Critical to the successful delivery of the Services is the close and proactive tracking of progress, and management of challenges to that successful delivery.</p> <p>This Section sets out the process by which the Supplier shall develop the Project Schedule and submit it to the Customer for the Customer's Approval, and the Customer's requirements for reporting by the Supplier to the Customer on activities associated with delivery of the Services. (Note: this Section describes the general reporting procedures that the Supplier shall comply with. Those project-specific reporting procedures that exist in addition to these general procedures are described in Section B of this Specification Document and the financial reporting obligations are set out in Section C600 of this Specification Document).</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C402 Key Principles</b></p>	<p>The Supplier's approach to progress reporting shall be based on proactive progress tracking of the Supplier's delivery plans within the context of the Project and the Programme.</p> <p>The Supplier shall have a full and integrated role in providing progress tracking in an open and honest fashion with the Programme.</p> <p>In addition to the delivery of the Deliverables, there is also a need for the Supplier to work with the Customer and – where required – Others to ensure that the Services and the Deliverables fit within the 'integrated service' that is the Programme. This means that specific Deliverables need to fit naturally with specific deliverables of Others, so as to ensure a seamless end-to-end service during the delivery of either the 2019 Rehearsal or the 2021 Census.</p>
<p><b>C403 The Project Schedule</b></p>	<p>The Supplier shall develop (as a Deliverable) a project schedule (the "Project Schedule") setting out the timetable for the delivery of the Deliverables and the Services in accordance with this Section. The Project Schedule shall be developed so that it can fit within the wider Programme Schedule. This is critical both to be able to manage interface risks across the Programme and for general tracking of progress.</p> <p>The Supplier shall ensure that the Project Schedule:</p> <ul style="list-style-type: none"> <li>• conforms with the requirements and standards contained in this Specification Document;</li> <li>• adopts the principles, protocols and procedures contained in the Customer's <i>Project Planning and Dependency Management Standards</i> when developing the Project Schedule;</li> <li>• adopts the Levelling Guidelines contained in the Customer's <i>Project Planning and Dependency Management Standards</i> – included as part of Section 3 Governance of this specification;</li> <li>• is maintained and managed appropriately to accord with the requirements of this Specification Document;</li> <li>• be visible using either Microsoft Project or a PDF-reader;</li> <li>• be capable of being exported in prj electronic document format;</li> </ul>

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	<ul style="list-style-type: none"> <li>• includes (as a minimum) the following information:             <ul style="list-style-type: none"> <li>○ the Programme Schedule Level 0 Milestones relevant to the Services;</li> <li>○ the Project Schedule Level 1 Milestones relevant to the Services;</li> <li>○ the Key Dates;</li> <li>○ the Periods;</li> <li>○ the Deliverable Dates;</li> <li>○ the Supplier’s own sub-tasks (to be progressed in order to meet the Key Dates and the Deliverable Dates);</li> <li>○ all links between linked activities on the Project Schedule, clearly identifying those activities that are dependent (critical) on the completion of earlier activities; and</li> <li>○ Any ‘float’ in the Supplier’s own target / forecast schedule against the Level 1 and 2 milestones.</li> </ul> </li> </ul>
<p><b>C404 Initial Approval of the Project Schedule</b></p>	<p>The Project Schedule is a Document Deliverable that has a Deliverable Date set out in Appendix 11. The Deliverable Date set out in Appendix 11 shall be fixed.</p> <p>Accordingly, the Supplier shall prepare a draft Project Schedule and the Customer and the Supplier shall work together to review and Approve the Project Schedule in accordance with the Deliverable Review and Assurance Process (as described in Section C2000 of this Specification Document).</p>
<p><b>C405 Reviewing and updating the Project Schedule</b></p>	<p>The Project Schedule is a Document Deliverable and shall be reviewed and updated as such throughout the Periods in accordance with the process set below</p> <p>The Project Schedule shall be:</p> <ul style="list-style-type: none"> <li>• reviewed by the Customer and the Supplier at least once monthly (as a part of any progress review meeting or otherwise); and</li> <li>• updated and revised by the Supplier:             <ul style="list-style-type: none"> <li>○ if required following any review by the Customer and Supplier;</li> <li>○ at least once every three months (commencing in January of each year); or</li> <li>○ At such intervals as agreed with the Customer.</li> </ul> </li> </ul> <p>The Customer and the Supplier shall work together review and Approve the Project Schedule in accordance with the Deliverable Review and Assurance Process (as described in Section C2000 of this Specification Document).</p>
<p><b>C406 Programme Reporting Periods</b></p>	<p>The Customer monitors and reports progress of the Programme on a twin-track reporting basis with:</p> <ol style="list-style-type: none"> <li>1) A ‘Weekly Reporting Cycle’ which sees the Customer’s Business Area reporting on progress to deliver milestones and risks/issues related to that delivery. This supports the Project-level governance of the Programme and involves the Business Area reporting on the Monday of each week.</li> </ol>

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	<p>2) A 'Monthly Reporting Cycle' which provides a greater view into progress by taking into account the current and future resource, cost and benefit picture as well as narrative executive summaries of progress and blockers. This supports the Programme-level governance and aligns to the final weekly reporting cycle in each Month (i.e. the final Monday of each Month).</p>
<p><b>C407 Project Reporting Overview</b></p>	<p>The Customer progress reporting will typically focus on two specific areas:</p> <ol style="list-style-type: none"> <li>1) The Supplier's progress to deliver the Deliverables within the overall framework of the Programme delivery; and</li> <li>2) The Supplier's progress towards the Customer's successful integration of the Deliverables within the overall framework of the Programme delivery.</li> </ol>
<p><b>C408 Overview of the Monthly Progress Report</b></p>	<p>The Supplier shall develop a draft of a monthly progress report (the "<b>Monthly Progress Report</b>") that should include, as a minimum:</p> <ul style="list-style-type: none"> <li>• The Supplier's progress with the delivery of their Services, reporting against either: <ul style="list-style-type: none"> <li>○ the Project Schedule that has been Approved by the Customer; or</li> <li>○ The draft Project Schedule (in the event that the Project Schedule has not yet been Approved by the Customer).</li> </ul> </li> <li>• The progress being made by the Supplier against all of the Document Deliverables and the Service Deliverable, confirming which have been Achieved and which not. Where Deliverables have not been Achieved by their Deliverable Date, the Supplier is required to provide confirmation of the impact and mitigation within this report;</li> <li>• Formal confirmation of which future Deliverables are at risk, this to be supported by an assessment of the impact of missing this Deliverable Date and the current mitigations being pursued by the Supplier.</li> <li>• A register of all assumptions or dependencies that the Supplier is basing the delivery of the Services on (noting that such assumptions or dependencies are the Supplier's own).</li> <li>• Details of any and all RFC, Impact Assessments and CCN's raised or Approved under the Agreement with specific focus on any designated Service Integration milestones or Deliverables (in line with the Change Control Procedure as described in Section C2300 of this Specification Document).</li> <li>• A report on all risks and issues being managed by the Supplier (which accords with the formal Programme Risk Management Process described in Section C500 of this Specification Document).</li> <li>• An up-to-date schedule of all information that the Supplier presently requires, identifying (as a minimum): <ul style="list-style-type: none"> <li>○ a numbered requesting system for the presentation of requests for information;</li> <li>○ summary of the information required;</li> </ul> </li> </ul>

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- details of why the information is required (what impact does the information have on the delivery of the Services);
- when the information was requested by;
- any update on progressing the information request that the Supplier has;
- the present status of the request (either 'closed', or 'open');
- The date of when the information was provided.
- The following matters relevant to the delivery of the Services:
  - Health, safety and welfare.
  - Information assurance (IA).
  - Security.
  - Supplier Personnel.
  - Disputes presently subject to any Escalation.
  - Corrective actions or measures.
  - Finance and cost management.
- A report on the Supplier's performance against all KPIs, PIs, Service Levels, Service Credits (where relevant), and Critical Service Failure.
- Any other specific matter reasonably required by the Customer.
- Any other general matters relevant to the delivery of the Services.

The Monthly Progress Report will be separate from the Financial Progress Reporting required in Section C600 of this Specification Document.

The Monthly Progress Report shall be:

- prepared using the template provided by the Customer in Appendix 33 (Template Monthly Progress Report) of this Specification Document; and
- managed as a Document Deliverable throughout the Periods; and
- Presented in accordance with the procedures described in Section C409 of this Specification Document (noting that each date that the Monthly Progress Report is required to be submitted to the Customer is a Deliverable Date).



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<p><b>C409 Submission, Review and Approval of the Monthly Progress Report</b></p>	<p>The Monthly Progress Report fits into the Customer's Programme monthly reporting cycle (shown in the diagram below) and supports information flow into both the Customer's:</p> <ul style="list-style-type: none"> <li>Project Boards (week 2); and</li> </ul> <div data-bbox="368 434 1418 965" data-label="Diagram"> <pre> graph TD     W1[Week 1 Supplier Review Meeting] --&gt; W2[Week 2 Project Boards]     W2 --&gt; W3[Week 3 Project Update]     W3 --&gt; W4[Week 4 Delivery Board]     W4 --&gt; W1     </pre> <p><b>Who – BAL., DDs, PD</b> <b>What – Delivery Board occurs</b></p> <p><b>Who - CL</b> <b>What – Customer Lead and Business Area Lead (B.A.L.) assure Supplier Report and Progress</b></p> <p><b>Who - PM</b> <b>What – Project Update for D.B. shared with PMO for inclusion in D.B. Pack. Please note – some Control Boards will sit in this period too (Risk, Resource etc.)</b></p> <p><b>Who – BALs &amp; PMs</b> <b>What – Data and RAGs verified at Project Board. Decisions captured.</b></p> </div> <ul style="list-style-type: none"> <li>Delivery Board (week 4).</li> </ul> <p>The Supplier shall prepare and submit the Monthly Progress Report to the Customer not less than five Working Days before the Monthly Supplier Review Meeting, and ensure that the content of the Monthly Progress Report is an accurate reflection of the position at the date of its submission.</p> <p>The Monthly Progress Report will be reviewed and Approved by the Customer at the Monthly Supplier Review Meeting (subject to any changes agreed at the Monthly Supplier Review Meeting).</p> <p>The Supplier shall resubmit the Monthly Progress Report not more than five Working Days after the Monthly Supplier Review Meeting incorporating any changes to the Monthly Progress Report at the Monthly Supplier Review Meeting.</p> <p>Interim updates may be requested by the Customer on an ad-hoc basis to meet operational needs.</p> <p>More frequent periodic updates may be required as agreed by both Customer and Supplier.</p>
<p><b>C410 Monthly Supplier Review Meeting</b></p>	<p>Unless otherwise agreed between the Parties, a "<b>Monthly Supplier Review Meeting</b>" will be held at the Customer's Titchfield Offices during each week 1 of the reporting period described in Section C409 of this Specification Document.</p> <p>The Monthly Supplier Review Meeting shall consider (as a minimum) the following matters:</p> <ul style="list-style-type: none"> <li>review and approval of the Monthly Progress Report; and</li> <li>Review and approval of the Monthly Cost Report.</li> </ul> <p>The Monthly Supplier Review Meeting shall be arranged in advance by the Customer Lead, and a record of the items discussed shall be prepared by the Customer for the Parties review and agreement. The Business Area Lead shall chair the Monthly Supplier Review Meeting.</p>

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	<p>The Supplier shall be responsible for reporting against all of the above in respect of any Sub-Contractor as if they were its own. At the Customer's request, representatives of the Supplier's Sub-Contractor(s) may be requested to attend the Monthly Supplier Review Meeting.</p>
<p><b>C411 Additional reports</b></p>	<p>In addition to any other reporting requirements, the Customer may require the Supplier to prepare any or all of the following reports from time to time (or as otherwise specified by the Customer)</p> <ul style="list-style-type: none"> <li>• delay reports;</li> <li>• Acceptance Testing reports;</li> <li>• Management Information reports;</li> <li>• insurance reports; and/or</li> <li>• Force Majeure Event reports.</li> </ul> <p>When a request is raised by the Customer, each report identified above is a Document Deliverable and shall be treated as such throughout the Periods.</p>
<p><b>C412 Management of SIMSI</b></p>	<p>Some Deliverables within the Project Schedule will be designated by the Customer as 'Service Integration Milestones of Specific Interest to the Service Management Assurance and Integration Team' ("<b>SIMSI</b>"). These milestones are critical points for ensuring the service each supplier provides is able to be integrated into the end-to-end 2021 Census.</p> <p>The Supplier shall provide greater detail on SIMSI, particularly where a threat has been identified to the time and scope of SIMSI.</p> <p>SIMSI will be designated 'at risk' if they score poorly on a Service Integration Readiness Assessment, which focuses on operational readiness and whether Customer project teams consider this to be in line with their development timeline. This Service Integration Readiness Assessment will be regularly undertaken between the Customer and the Supplier. This designation will also make use of assessments of progress made during Service Integration "Show-and-Tell" Meetings detailed in C413.</p> <p>Where schedule slippages (or the concern of a schedule slippage) are occurring then the Customer may request that the Supplier raise an Early Notification.</p> <p>The Supplier shall note that the Customer may, at its sole discretion, request that the Supplier shall make the Project Schedule available for review and inspection by the Customer at any time.</p>
<p><b>C413 Service Integration Design Working Sessions and Show-and-Tell Meetings</b></p>	<p>Certain Service Deliverables (that relate to time, cost or quality of the delivery of the Services, in the context of the end-to-end service) will be grouped into Service Integration 'interface clusters' by the Service Management Assurance and Integration Team.</p> <p>With respect to these Service Integration 'interface clusters', prior to Service delivery commencing the Supplier shall initially take part in regular design sessions with the Customer and other suppliers in order for the Customer to share and refine the latest definition of the service design, integration points, inputs, outputs, service boundaries and testing approach. This will enable risks and issues to be highlighted and the process of mitigating them to start early. Once Service delivery has commenced, service integration show-and-tell meetings (managed by the Service Management Assurance and Integration Team), will be held in order to demonstrate how these Service Deliverables will be seamlessly integrated with the service deliverables of the Other Suppliers and the Programme, given the previously agreed parameters of the integration points, boundaries and testing approach.</p>

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	<p>The show-and-tell meetings will be held at the Customer's Titchfield Offices, and the Supplier shall attend in-person and show progress of their own development of the Service Deliverables using a Service Integration Readiness Assessment which will measure against operational readiness and proximity of need. This is to provide the Customer with the necessary levels of confidence that the Supplier will deliver to time, to cost, and to quality in a fashion that integrates with Other Suppliers and the Customer.</p>
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## C500 Risk and Issue Management

<b>C501 Overview</b>	<p>This Section describes how the Supplier shall undertake to manage the risks and issues associated with the delivery of the Services. The Section includes guidance on the key principles that the Supplier shall adopt in order to manage risks and issues.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C502 Risk Management Policy</b>	<p>The Customer's '<i>Risk and Issue Log Template</i>' is contained as Appendix 34 of this Specification Document. The Supplier shall read and understand this template, seeking guidance or direction from the Customer on any areas of the document that the Supplier does not understand.</p>
<b>C503 Programme Risk Management</b>	<p>The Customer maintains a Programme Risk and Issues Log centrally (under the control of the PMO) which contains the current view of Programme and Project level risks and issues that the Programme faces.</p> <p>The Programme Risk and Issues Log is maintained on a monthly cycle via engagement between the PMO and the Business Areas. The content of the Programme Risk and Issues Log aligns with the template <i>Risk and Issues Log</i> contained in Appendix 34 of this Specification Document.</p>
<b>C504 Supplier's Risk and Issues Log</b>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• establish a Supplier's Risk and Issues Log using the template provided by the Customer in Appendix 34 of this Specification Document; and</li> <li>• maintain the Supplier's own risks and issues in the same structure and within the same parameters as the Programme Risk and Issues Log to aid reporting;</li> <li>• review the Supplier's Risk and Issues Log at least once monthly, as a part of the overall Monthly Progress Report.</li> </ul> <p>All risks owned by the Supplier will be owned by the named Supplier's Client Manager who may be required to attend risk review meetings at the request of either the PMO or the Project Manager.</p>
<b>C505 Approving the Supplier's Risk and Issues Log</b>	<p>The Supplier's Risk and Issues Log is a Document Deliverable and shall be treated as such throughout the Periods.</p> <p>The Customer and the Supplier shall work together to progress the review, assurance and approval of the Supplier's Risk and Issues Log via the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p>
<b>C506 Risk engagement between the Supplier and the Customer</b>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• make reference to risks and issues within their weekly report where it is anticipated that either the risk or issue could impact the milestones;</li> <li>• provide to the Customer, within the Monthly Progress Report, an update on all risks and issues that the Supplier owns;</li> <li>• On a monthly basis, provide an update on the key controls, their</li> </ul>

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	<p>effectiveness and details of material incidents impacting the effectiveness of such controls to the Project Manager.</p> <p>The Supplier may also use the Monthly Progress Report to raise new risks or issues or further request the closure of existing risks and issues. All formal transfer of Supplier risks and issues into the formal Programme RAID log is authorised by the Project Manager, and so the Approval of the Project Manager of the risk and issue content contained within the Monthly Progress Report is critical. It is the Project Manager's responsibility to formally update the Programme Risks and Issues Log.</p> <p>At the Project Manager's discretion, the Project Manager may wish to establish a separate Monthly risk management meeting with the Supplier to allow a more formal Project level review of the Supplier's risks, issues and dependencies. The Supplier will provide adequate coverage for these sessions and access to the Supplier's RAID log.</p>
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## C600 Financial Management and Reporting

<p><b>C601 Overview</b></p>	<p>Critical to the successful delivery of the Services is the implementation of a robust financial management and financial reporting process. This Section sets out the Customer's requirements for the ongoing financial management and reporting by the Supplier throughout the duration of the Agreement; and the methodology for sharing financial information between the Supplier and the Customer.</p> <p>The Supplier's approach to financial management activities shall be based on proactive financial management, including the management and control of costs and the taking of actions necessary to achieve delivery of the Services in accordance with the forecast of the Charges. This shall be done through effective communication and documentation to encourage agreement of all parties involved with the Project whilst maintaining the necessary levels of control.</p> <p>The Supplier shall have a full and integrated role in providing cost management and cost reporting data and managing the Charges in an open book manner. All financial management and reporting is to be consistent with the requirements of this Section C of this Specification Document.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C602 Financial Transparency</b></p>	<p>The Supplier acknowledges that the provisions of this Schedule are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Customer in order to achieve, the following objectives (which shall be known as the Financial Transparency Objectives):</p> <p>(A) <u>Understanding the Charges:</u></p> <ul style="list-style-type: none"> <li>• For the Customer to understand any payment sought from it by the Supplier including an analysis of the Supplier's costs, overhead recoveries (where relevant), time spent by Supplier Personnel in providing the Services.</li> <li>• For both Parties to be able to understand cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques.</li> </ul> <p>(B) <u>Agreeing the Impact of Change:</u></p> <ul style="list-style-type: none"> <li>• For both Parties to agree the quantitative impact of any Changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Supplier's Charges.</li> <li>• For both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services.</li> </ul> <p>(C) <u>Continuous Improvement:</u></p> <ul style="list-style-type: none"> <li>• For the Parties to challenge each other with ideas for efficiency and improvements.</li> <li>• To enable the Customer to demonstrate that it is achieving value for money for the tax payer relative to current market prices.</li> </ul>

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<p><b>C603 Open Book Data</b></p>	<p>The Supplier acknowledges the importance to the Customer of the Financial Transparency Objectives and the Customer's need for complete transparency in the way in which the Charges are calculated.</p> <p>During the Contract Period, and for a period of seven years following the end of the Contract Period, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• maintain and retain the Open Book Data; and</li> <li>• discloses and allows the Customer and/or the Auditors access to the Open Book Data.</li> </ul>
<p><b>C604 Invoice Processing</b></p>	<p>The Supplier must follow the Request to Invoice process contained in the Agreement.</p> <p>The Supplier should only submit an invoice when it has reached an agreement with the Customer that the relevant Deliverable relating to the invoice has been Achieved. The Customer will only be able to pay an invoice when the Deliverable has been noted as Achieved.</p>
<p><b>C605 Asset Disposal</b></p>	<p>In order to deliver the Services, the Supplier may be asked to acquire goods, products or supplies that have been paid for by Supplier (through reimbursement by the Customer).</p> <p>In respect of these assets, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• not dispose of any such asset without the prior permission of the Customer;</li> <li>• inform the Customer of the Supplier's intention and arrangement for the disposal of any Equipment or supplies whose purchase price has been reimbursed by the Programme; and</li> <li>• obtain the Customer's acceptance to such proposal before implementing.</li> </ul>
<p><b>C606 Monthly Cost Report</b></p>	<p>The Supplier shall provide a "<b>Monthly Cost Report</b>" to the Customer that shall include the following (as a minimum):</p> <ul style="list-style-type: none"> <li>• An executive summary detailing the following: <ul style="list-style-type: none"> <li>○ the total of the Charges;</li> <li>○ budget transfers as they impact the total of the Charges;</li> <li>○ scope changes;</li> <li>○ the forecast of total of the Charges; and</li> <li>○ a commentary on key cost issues, including potential cost adjustments and options resulting from design development and Services delivery reviews;</li> </ul> </li> <li>• A detailed audit and commentary tracking adjustments the forecast of the Charges resulting from any: <ul style="list-style-type: none"> <li>○ development of the design;</li> <li>○ value-engineering exercises and savings;</li> <li>○ development of Service delivery methods;</li> <li>○ development of how the Project is be organised or delivered;</li> <li>○ the obtaining of indicative prices or formal market testing; and</li> <li>○ actual procurement for subcontracted or outsourced elements of the Services;</li> </ul> </li> <li>• A report on variations or changes to the Charges (either agreed with the Customer via the Change Control Procedure, or those that may be the</li> </ul>

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	<p>subject of ongoing discussions);</p> <ul style="list-style-type: none"> <li>• A report comment on the design information received by the Supplier from the Customer (and, specifically, where such design information received may, in the opinion of the Supplier, result in any change to the Charges;</li> <li>• A commentary on risks and issues and their likely impact on the overall Charges;</li> <li>• A commentary on any whole-life cost issues relevant to the Services and the Customer;</li> <li>• Any saving options to allow additional expenditure to be made in alternate areas or to maintain the forecast total within the total of the Charges;</li> <li>• A commentary on any potential cost implications of any schedule or progress-related issues;</li> <li>• A progress report on the Supplier's own procurement activities;</li> <li>• The current position and extent of the Charges either procured, market-tested or based on cost plan rates with appropriate analysis of data including status by numbers and values of work packages; and</li> <li>• The Cashflow Forecast, as per Section C611 of this Specification Document.</li> </ul> <p>The format for the Monthly Cost Report shall be agreed between the Customer and the Supplier prior to the submission of the first Monthly Cost Report by the Supplier.</p>
<p><b>C607 Procedure for Presenting and Discussing the Monthly Cost Report</b></p>	<p>If the Monthly Cost Report cannot be managed within the Monthly Progress Meeting, then the Supplier shall produce a separate Monthly Cost Report, which is a Document Deliverable shall be treated as such throughout the Periods.</p> <p>The Supplier shall prepare and submit the Monthly Cost Report to the Customer as follows:</p> <p>Step 1. Not less than five Working Days, before the Monthly Supplier Review Meeting, the Supplier shall present to the Customer a draft of their proposed Monthly Cost Report for that corresponding period.</p> <p>Step 2. Not less than three Working Days, before Monthly Supplier Review Meeting, the Commercial Manager and the Supplier's Commercial Manager shall discuss the draft of the Monthly Cost Report, and consider the content of the draft Monthly Cost Report.</p> <p>Step 3. The Commercial Manager and the Supplier's Commercial Manager will attend the Monthly Supplier Review Meeting and issue the Monthly Cost Report to the Business Area Lead, noting any areas of concern or matters for discussion.</p> <p>Step 4. Not less than five Working Days, after Monthly Supplier Review Meeting, the Supplier shall re-present the updated Monthly Cost Report, incorporating updates agreed between the Supplier and the Customer at the Monthly Supplier Review Meeting.</p>
<p><b>C608 Authorisation of the Monthly</b></p>	<p>The Monthly Cost Report will be reviewed and commented on by the Commercial Manager, the Customer Manager and the Customer Lead but shall be formally Approved by the Business Area Lead at the Monthly Supplier Review Meeting</p>



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<b>Cost Report</b>	(subject to any changes agreed at the Monthly Supplier Review Meeting).
<b>C609 Value Management</b>	<p>When requested to do so by the Customer, the Supplier and the Customer shall both undertake value engineering workshops, whereby the Supplier and the Customer shall work through the Services, testing each element of the design, specification, deliverability and cost.</p> <p>The Supplier shall engage fully in the value engineering process and provide skilled and experienced Supplier Personnel who are capable and able to contribute effectively to the process.</p> <p>Output of these value engineering exercises will be developed for further discussion and acceptance by the Customer in due course.</p>
<b>C610 Cashflow Forecast</b>	<p>The Supplier shall provide the Customer with a detailed Cashflow Forecast that shall be reviewed and updated within the Monthly Cost Report.</p> <p>The Cashflow Forecast shall:</p> <ul style="list-style-type: none"><li>• be based on the current forecast of the total of the Charges, and current actual commitments / spend;</li><li>• relate to either monthly or quarterly time periods (as the Supplier shall decide); and</li><li>• be consistent with the Deliverable Dates for the corresponding Deliverables that the Supplier anticipated will be delivered in that corresponding period.</li></ul>

## C700 Health and Safety (H&S)

<b>C701 Overview</b>	<p>This section sets out the information that the Supplier and Supplier Personnel shall comply with regards to the health and safety of all persons when delivering the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C702 Helping Great Britain work well</b>	<p>The Customer is fully committed to ensuring the delivery of the Programme in the safest manner possible.</p> <p>The Customer wholeheartedly supports the aims of the Health &amp; Safety Executive's (HSE) '<i>Helping Great Britain work well</i>' strategic policy (download available from HSE website at: <a href="http://www.hse.gov.uk/strategy/assets/docs/hse-helping-great-britain-work-well-strategy-2016.pdf">http://www.hse.gov.uk/strategy/assets/docs/hse-helping-great-britain-work-well-strategy-2016.pdf</a>), and the 6 strategic themes contained within.</p> <p>The Supplier shall download and review this document, and ensure that (in addition to the obligations imposed on the Supplier elsewhere in this Section) that the delivery of the Services accords with the six strategic themes contained in '<i>Helping Great Britain work well</i>'.</p>
<b>C703 Health and Safety Policy</b>	<p>Suppliers shall ensure they adopt the legal requirements and Good Industry Practice principles within the requirements and demonstrate compliance should the Customer so request.</p>
<b>C704 General Obligations</b>	<p>The Supplier shall (and shall procure that the Supplier Personnel shall) as a minimum, comply with the requirements of the Customer's Health and Safety Policy, and shall deliver the Services such as to ensure:</p> <ul style="list-style-type: none"> <li>• the prevention of incidents, accidents and ill health and the promotion of well-being for everyone working on or affected by the Services;</li> <li>• the reduction of H&amp;S risk and impact through design, by identifying options and evaluating them taking H&amp;S fully into account;</li> <li>• the development and maintenance of a positive H&amp;S culture, throughout the supply chain and across the Programme, through effective leadership and engagement;</li> <li>• the development and maintenance of a competent workforce; and</li> <li>• the awareness, promotion and implementation of measures aimed at supporting the implementation of the six strategic themes identified in '<i>Helping Great Britain work well</i>'.</li> </ul>
<b>C705 Health &amp; Safety File</b>	<p>The Supplier shall assemble a Health and Safety File, which the Supplier shall maintain throughout the duration of the Agreement until the expiry of the Contract Period.</p> <p>As a minimum, the Health and Safety File must contain:</p> <ul style="list-style-type: none"> <li>• a register of all relevant Supplier Personnel appointed by the Supplier (or any of the Sub-Contractors) with defined H&amp;S management responsibilities to manage the H&amp;S risks associated with the delivery of the Services;</li> <li>• the most up-to-date H&amp;S Plan (as described in Section C706 of this Specification Document);</li> <li>• a copy of the most up-to-date Health and Safety Policy in-force throughout the Supplier's organisation;</li> <li>• detailed method statements prepared by the Supplier or a Sub-</li> </ul>

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	<p>Contractor for individual elements of the delivery of the Services;</p> <ul style="list-style-type: none"> <li>• a register of all detailed method statements prepared by either the Supplier or a Sub-Contractor, which shall include details of the status of the detailed method statement (draft, approved, implemented, closed, etc.);</li> <li>• detailed (task-specific) H&amp;S risk assessments prepared by either the Supplier or a Sub-Contractor for individual elements of the delivery of the Services;</li> <li>• a register of all detailed H&amp;S risk assessments prepared by either the Supplier or a Sub-Contractor, which shall include details of the status of the H&amp;S risk assessment (draft, approved, implemented, closed, etc.);</li> <li>• records of any and all H&amp;S training and / or development undertaken, including an assessment and identification of H&amp;S training needs, and progress being made by the Supplier to implement and carry out the H&amp;S training identified;</li> <li>• evidence of the Supplier's contribution towards promoting a positive H&amp;S culture throughout the Programme, including literature and / or guidance issued to Supplier Personnel on H&amp;S-related matters;</li> <li>• details of any workplace monitoring activities / inspections undertaken by the Supplier in the course of delivering the Services, including (but not limited to) the outcomes of any inspections (either random or planned) undertaken, any recommended courses of corrective action arising, and a present status of implementing said corrective action;</li> <li>• accident reports and relevant supporting information, including any follow-up activities arising;</li> <li>• a register of all accident reports, which shall include details of the status of the accident report (open, closed, etc.) including RIDDOR and any action that has been taken against the Supplier by a Regulatory Body e.g. HSE; and</li> <li>• details of any relevant H&amp;S correspondence exchanged between the Supplier and any organisation or individual arising from the delivery of the Services.</li> </ul> <p>The Health and Safety File shall be reviewed and updated by the Supplier regularly, and shall contain all information relating to the delivery of the Services.</p> <p>The Health and Safety File shall be maintained by the Supplier and made available for inspection by the Customer.</p> <p>In the event that the Customer identifies a need or a requirement to do so (such need or requirement arising from or in connection with the Services), the Customer shall be permitted to access and review the Health and Safety File, and – where permitted – to take copies of the information contained within the Health and Safety File.</p>
<p><b>C706 Health and Safety Plan</b></p>	<p>The Supplier shall develop a suitable Health and Safety Plan (the "<b>H&amp;S Plan</b>") that shall be used to plan for the future management of H&amp;S risks associated with the delivery of the Services. The H&amp;S Plan should accord with the requirements of the Health and Safety Executive for planning for the future management of H&amp;S risks with a complex project or programme.</p> <p>The H&amp;S Plan shall be reviewed and updated by the Supplier regularly, and shall contain all information relating to the delivery of the Services.</p> <p>The H&amp;S Plan shall be maintained by the Supplier and made available for inspection, on request, by the Customer.</p>

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<b>C707 Health &amp; Safety Executive</b>	The Supplier shall provide the Customer with copies of all documents and correspondence submitted to the HSE with regard to the Services.
<b>C708 Monitoring and audit</b>	The Supplier shall: <ul style="list-style-type: none"><li>• ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the Customer of their compliance (if required); and</li><li>• make available to the Customer these records to assist the Customer with satisfying itself (or others, as may be required) that the Supplier is delivering the Services to accord with these requirements.</li></ul>
<b>C709 Inspections by the Customer</b>	The Supplier shall: <ul style="list-style-type: none"><li>• permit the Customer (and / or its appointed Auditors) to undertake periodic random inspections of the Supplier's Premises, including any working areas and / or storage areas being used to deliver the Services, so as to enable the Customer to assess the suitability of the Supplier's fire precautions and H&amp;S arrangements; and further</li><li>• carry out any such instructions necessary arising from such inspections, at the Supplier's sole expense.</li></ul> Such inspections in no way relieve the Supplier of its responsibilities under this Agreement or any Law. The Supplier shall ensure members of the Supplier Personnel possess the relevant audit experience to work with Auditors appointed by the Customer to undertake H&S audits when required by an Audit or in response to a significant incident or for the purpose of the H&S Scorecard validation.
<b>C710 Notification</b>	Each Party shall promptly notify the other as soon as possible of any health and safety incidents or material health and safety hazards at the Customer Premises of which it becomes aware and which relate to or arise in connection with the performance of the Services.

## C800 Escalation Process

<p><b>C801 Overview</b></p>	<p>This Section describes the procedures that shall be adopted by the Parties to manage the escalation of incidents and / or disagreements.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>										
<p><b>C802 Escalation Process</b></p>	<p>Where any difference of opinion, issue or question of interpretation arises out of or in connection with this Agreement, the matter will be escalated in accordance with the following process:</p> <table border="1" data-bbox="467 629 1324 1464"> <thead> <tr> <th data-bbox="467 629 699 689">Level</th> <th data-bbox="699 629 1324 689">Procedure to be adopted</th> </tr> </thead> <tbody> <tr> <td data-bbox="467 689 699 846">1. Business Area Lead</td> <td data-bbox="699 689 1324 846">Upon occurrence, the matter under discussion will be referred to the Business Area Lead and the Supplier's Representative for resolution within 5 Working Days of the date of the referral.</td> </tr> <tr> <td data-bbox="467 846 699 1032">2. Deputy Director</td> <td data-bbox="699 846 1324 1032">In the event that the matter remains outstanding after level 1 above, the matter will then be referred to the Deputy Director for Operations and the Supplier's Delivery Director for resolution within 5 Working Days of the date of the referral.</td> </tr> <tr> <td data-bbox="467 1032 699 1249">3. Commercial Director</td> <td data-bbox="699 1032 1324 1249">In the event that the matter remains outstanding after level 2 above, the matter will then be referred to the Customer's Director of Commercial and the equivalent post-holder from the Supplier for resolution within 5 Working Days of the date of the referral.</td> </tr> <tr> <td data-bbox="467 1249 699 1464">4. PPP Director</td> <td data-bbox="699 1249 1324 1464">In the event that the matter remains outstanding after level 3 above, the matter will then be referred to the Director of Population and Public Policy Operations and the Supplier's Senior Director for resolution within 5 Working Days of the date of the referral.</td> </tr> </tbody> </table>	Level	Procedure to be adopted	1. Business Area Lead	Upon occurrence, the matter under discussion will be referred to the Business Area Lead and the Supplier's Representative for resolution within 5 Working Days of the date of the referral.	2. Deputy Director	In the event that the matter remains outstanding after level 1 above, the matter will then be referred to the Deputy Director for Operations and the Supplier's Delivery Director for resolution within 5 Working Days of the date of the referral.	3. Commercial Director	In the event that the matter remains outstanding after level 2 above, the matter will then be referred to the Customer's Director of Commercial and the equivalent post-holder from the Supplier for resolution within 5 Working Days of the date of the referral.	4. PPP Director	In the event that the matter remains outstanding after level 3 above, the matter will then be referred to the Director of Population and Public Policy Operations and the Supplier's Senior Director for resolution within 5 Working Days of the date of the referral.
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<p><b>C803 Process at each Level of the Escalation Process</b></p>	<p>The procedures to be followed at each level of the Escalation Process shall be agreed by the representatives of each of the Parties at each level, but shall (as a minimum):</p> <ul style="list-style-type: none"> <li>• involve at least one 30-minute conversation of the representatives (which could be by telephone, video, or in-person), together with</li> <li>• the associated exchange of any and all relevant written communications required to attempt to resolve the matter.</li> </ul>										
<p><b>C804 Variations to timescales contained in the Escalation Process</b></p>	<p>The timescales referred to in Section C802 of this Specification Document are the maximum period of time that a matter shall be considered by the respective level.</p> <p>The Parties (and the representatives of each level) are free to amend these time limits contained as appropriate to reflect both:</p> <ul style="list-style-type: none"> <li>• the nature of the matter; and</li> </ul>										

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	<ul style="list-style-type: none"><li>• the availability of the representatives to meet and discuss.</li></ul> <p>Where a matter arises that needs to be resolved urgently, then such appropriate timescales as may be required shall be agreed. This may involve either:</p> <ul style="list-style-type: none"><li>• resolution through each or all of the levels in a matter of hours (rather than days); or</li><li>• referral to an advanced level without first progressing through an earlier level (for example, automatic referral to level 4 or 5, rather than progressing through levels 1, 2 or 3 first).</li></ul> <p>PROVIDED ALWAYS that:</p> <ul style="list-style-type: none"><li>• any such amendments of the time limits are agreed by the Parties; and</li><li>• the Parties continue at all times to work together diligently and professionally in order to attempt to resolve the matter.</li></ul>
<b>C805 Issue of a written Dispute Notice</b>	<p>If:</p> <ul style="list-style-type: none"><li>• either Party is of the reasonable opinion that resolution of the matter will not be achieved by the Escalation Process; or</li><li>• the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the Escalation Process detailed above; or</li><li>• the Parties have not settled the matter within a maximum of 20 Working Days, of its initial referral to the Escalation Process;</li></ul> <p>then either Party may serve a written Dispute Notice to the other Party, notifying of the Party's request to submit the matter to dispute resolution in accordance with the Dispute Resolution Procedure.</p>

## C900 Security and Information Assurance

<b>C901 Background</b>	<p>This Section provides details of the Customer's approach to security together with the contractual compliance requirements for Supplier and Supplier Personnel. These requirements shall also apply to all Sub-Contractors that a Supplier may themselves contract. The approach requires that the Supplier:</p> <ul style="list-style-type: none"> <li>• Develop and implement an Information Security Management System (ISMS) and Security Management Plan (SMP) to cover the Services provided to the Customer under the Contract;</li> <li>• Provide specific personnel security to cover the Services provided to the Customer under the Contract;</li> <li>• Provide specific physical security to cover the Services provided to the Customer under the Contract; and</li> </ul> <p>Complies with all aspects of data protection legislation.</p>
<b>C902 Government policy</b>	<p>As a Government organisation, the Customer is committed to implementing Government policy related to security where this is applicable to the Services provided by the Supplier. The Customer security requirements for the contract will be set out in this Specification Document.</p> <p>Customer information provided to the Supplier under the Services, whether in paper or electronic form, shall be classified as OFFICIAL. Additionally, the Customer will identify to the Supplier certain sensitive information as OFFICIAL SENSITIVE which shall require additional security protection.</p>
<b>C903 Security Management</b>	<p>The Customer and the Supplier shall acknowledge that the purpose of the Information Security Management System (ISMS) and Security Management Plan (SMP) is to ensure a good organisational approach to security under which the specific requirements of the Agreement will be met.</p> <p>The Customer's Security Representative and the Supplier's Security Representative are included as Key Roles under Section B1200 of this Specification Document and the provisions of Clause 26 (Key Personnel) shall apply in relation to such persons. A reasonable level of access to these personnel for the purposes of designing, implementing and managing security will be made available.</p> <p>The Supplier shall use as a minimum Good Industry Practice in the day-to-day operation of any system holding, transferring or processing Customer Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Customer Data remains under the effective control of the Supplier at all times.</p>
<b>C904 Security Information Management System (ISMS)</b>	<p>The Supplier shall provide an ISMS that covers the secure reception, processing, storage and dissemination of Customer information within controlled physical and electronic environments. This ISMS shall meet the requirements of ISO/IEC 27001:2013.</p> <p>The Supplier shall develop and submit to the Customer, for the Customer's Approval, an ISMS for the purposes of this Agreement, which shall comply with the requirements of this Section.</p> <p>In accordance with ISO/IEC 27001:2013, the ISMS shall cover the following security areas related to the Services:</p> <ul style="list-style-type: none"> <li>• Information security policies;</li> <li>• Organisation of information security;</li> <li>• Human resource security;</li> <li>• Asset management;</li> </ul>

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	<ul style="list-style-type: none"> <li>• Access control;</li> <li>• Cryptography;</li> <li>• Physical and environmental security;</li> <li>• Operations security;</li> <li>• Communications security;</li> <li>• System acquisition, development and maintenance;</li> <li>• Supplier relationships;</li> <li>• Information security incident management;</li> <li>• Information security aspects of business continuity management and disaster recovery; and</li> <li>• Compliance.</li> </ul> <p>Additional requirements for personnel security, physical security, data protection and managing OFFICIAL SENSITIVE Customer Data are specified in this Section.</p> <p>The ISMS shall also:</p> <ul style="list-style-type: none"> <li>• be developed to protect all aspects of the Services and all processes associated with the provision of the Services, including the Supplier Premises, support Sites, any ICT, information and data;</li> <li>• meet the relevant standards in ISO/IEC 27001 (Information Security Management) and ISO/IEC27002 (Information Technology – Security Techniques); and</li> <li>• be supported by appropriate security standards, guidance and policies applicable to the Services provided to the Customer.</li> </ul> <p>In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies related to the ISMS set out in this Section, the Supplier shall immediately notify the Customer’s Security Representative of such inconsistency who shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.</p> <p>The ISMS shall be Approved in line with the Customer’s Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.</p> <p>The ISMS is a Document Deliverable and shall be treated as such during the delivery of the Services.</p>
<p><b>C905 Security Management Plan</b></p>	<p>The Supplier shall prepare and submit to the Customer for Approval a Security Management Plan (SMP) covering their management approach for the security services provided. The SMP shall:</p> <ul style="list-style-type: none"> <li>• be based on the template Security Management Plan set out in Appendix 35 of this Specification Document and cover the security measures related to all aspects of the Services and all processes associated with the delivery of the Services</li> <li>• identify the necessary delegated organisational roles defined for those responsible for delivering and overseeing the SMP;</li> <li>• detail the Supplier approach and processes for delivering the Services using Sub-Contractors and third parties authorised by the Customer; and</li> <li>• be structured in accordance with ISO/IEC27001 (Information Security Management) and ISO/IEC27002 (Information Technology – Security Techniques), cross-referencing if necessary to other Schedules which cover specific areas included within those standards.</li> </ul> <p>The SMP is a Document Deliverable and shall be treated as such during the</p>



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	<p>delivery of the Services.</p> <p>The Security Management Plan shall be Approved in line with the Customer's Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.</p>
<p><b>C906 Amendment and Revision of the ISMS and SMP</b></p>	<p>The ISMS and SMP shall be reviewed and updated by the Supplier in accordance with C2005 in order to reflect:</p> <ul style="list-style-type: none"> <li>• emerging changes in Good Industry Practice;</li> <li>• any change or proposed change to Services and/or associated processes;</li> <li>• any changes to the Customer's security policies as notified by the Customer;</li> <li>• any new perceived or changed security threats; and</li> <li>• any reasonable change in requirement requested by the Customer.</li> </ul> <p>The Supplier shall provide the Customer with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and SMP at no additional cost to the Customer. The results of the review shall include, without limitation:</p> <ul style="list-style-type: none"> <li>• updates to the risk assessments;</li> <li>• proposed modifications to respond to events that may impact on the ISMS including the security incident management process, incident response plans and general procedures and controls that affect information security; and</li> <li>• suggested improvements including in measuring the effectiveness of controls.</li> </ul> <p>Subject to the requirements of this Section, any change which the Supplier proposes to make to the ISMS or SMP shall be subject to the Change Control Procedure described in Section C2300 of this Specification Document and shall not be implemented until Approved by the Customer.</p> <ul style="list-style-type: none"> <li>• The Customer may, where it is reasonable to do so, Approve and require changes or amendments to the ISMS or SMP to be implemented on timescales faster than set out in the Change Control Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Change Control Procedure for the purposes of formalising and documenting the relevant change or amendment for the purposes of this Agreement.</li> </ul>
<p><b>C907 Personnel Security</b></p>	<p>The Supplier shall ensure that all full-time and temporary personnel working with any form of Customer information are appropriately screened and vetted staff and have signed the Census Confidentiality Undertaking (CCU) whether permanent, contractor, associate, agency or sub-contract. Specific personnel requirements are:</p> <ul style="list-style-type: none"> <li>• The Supplier shall have all permanent, contract, associate, agency and sub-contract staff screened in accordance with the requirements of the UK Baseline Personnel Security Standard (BPSS);</li> <li>• The Supplier shall have all permanent, contract, associate, agency and sub-contract staff personnel security responsibilities detailed in their contracts and signed before working with Customer information;</li> <li>• The Supplier shall have all permanent, contract, associate, agency and sub-contract staff sign contracts or other legal documentation that provides for confidentiality or non-disclosure related to Customer activity and information;</li> <li>• Supplier permanent, contract, associate, agency and sub-contract staff working with OFFICIAL SENSITIVE information may require a national</li> </ul>

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	<p>security vetting who shall also be required to sign an additional confidentiality statement;</p> <ul style="list-style-type: none"> <li>• Supplier permanent, contract, associate, agency and sub-contract staff shall be monitored to detect suspicious behaviour and resolve any security concerns identified;</li> <li>• The Supplier shall provide all permanent, contract, associate, agency and sub-contract staff with mandatory security training before they work with Customer information;</li> <li>• The Supplier shall provide all permanent, contract, associate, agency and sub-contract staff with guidance and Security Operating Procedures (SyOps) for personnel security to assist their compliance with Customer requirements; and</li> <li>• The Supplier shall provide an escalation and reporting service to report personnel security issues or a Breach of Security (using such reporting mechanism as defined by the ISMS).</li> </ul> <p>Where the Supplier requires support from the Customer for a national security vetting then this shall be agreed before any permanent, contract, associate, agency and sub-contract staff are employed.</p>
<p><b>C908 Physical Security</b></p>	<p>The Supplier shall ensure that all physical aspects of Customer's activity and information is secured. Specific physical security requirements are:</p> <ul style="list-style-type: none"> <li>• The Supplier shall provide and maintain a secure physical working environment for the protection of all users;</li> <li>• The Supplier shall provide measures to secure the physical handling, use, storage, transport and disposal of Customer Data;</li> <li>• The Supplier shall perform physical security risk assessments for all Sites where it operates Services for the Customer, the record these within a risk register and identify appropriate physical measures and procedures commensurate with the risk faced;</li> <li>• The Supplier shall take such measures as reasonably practical to ensure that only those permanent, contract, associate, agency and sub-contract staff, and members of the public that have a legitimate business reason for access are given access beyond the perimeter of any Site;</li> <li>• The Supplier shall provide the necessary resources and management to ensure that the agreed physical security controls are effectively implemented and maintained;</li> <li>• The Supplier shall regularly audit and test implemented physical security measures, develop and implement action plans ensure that security is maintained.</li> <li>• The Supplier shall create, deliver and maintain physical security awareness for all permanent, contract, associate, agency and sub-contract staff working within the physical environment;</li> <li>• The Supplier shall provide all permanent, contract, associate, agency and sub-contract staff with guidance and Security Operating Procedures (SyOps) for physical security to assist their compliance with Customer requirements; and</li> <li>• The Supplier shall provide a escalation and reporting service to report physical security issues or a Breach of Security (using such reporting mechanism as defined by the ISMS).</li> </ul>

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<b>C909 Data Protection</b>	<p>The Supplier shall ensure that all aspects of the Service provided to the Customer is performed in accordance with the Data Protection Legislation.</p> <ul style="list-style-type: none"><li>• the Supplier shall comply with both the law and good practice, respect the rights of individuals, be open and honest about how it handles personal data;</li><li>• the Supplier shall create, deliver and maintain data protection training and awareness for all permanent, contract, associate, agency and sub-contract staff working with Customer data;</li><li>• the Supplier shall provide an escalation and reporting service to report data protection issues or a Breach of Security (using such reporting mechanism as defined by the ISMS); and</li><li>• The Supplier shall liaise with the Customer's Data Protection Officer if any Subject Access Requests are received in relation to Customer Data being managed under the Services being provided.</li></ul>
<b>C910 Enhanced Security Requirements</b>	<p>Where the Supplier is requested to manage Customer Data designated as OFFICIAL SENSITIVE additional security measures, generally procedural or personnel, must be applied to reinforce the principle of Need to Know. The Supplier shall manage this under enhanced security requirements, using the following principles shall apply (as a minimum):</p> <ul style="list-style-type: none"><li>• store Customer Data within an environment which is not shared (i.e. Customer Data must be in a locked and secure separate area which does not contain records from any other client of the Supplier);</li><li>• only enable access to Customer data from permanent, contract, associate, agency and sub-contract staff who hold an appropriate current UK Government national security vetting;</li><li>• allow external access to pre-authorised Customer personnel only; and</li></ul> <p>immediately upon Supplier notification, report to the Customer any incidents involving theft, loss or inappropriate access to Customer Data (using such reporting mechanism as defined by the ISMS).</p>
<b>C911 Security Audit</b>	<p>The Customer shall provide reasonable notice to the Supplier prior to any Security Audit of the Services provided, the ISMS and SMP. The Customer shall try to ensure that such Security Audits are requested no more than twice each Contract Year (notwithstanding the foregoing, such Audits may occur more frequently in the event that a serious security situation requires such a Security Audit).</p> <p>The Supplier shall provide to such Auditors access to all information necessary to perform the Security Audit. The Supplier shall also assist the Customer's staff and / or auditors in testing the Customer Data, files and programs, including installing and running audit software.</p> <p>Notwithstanding the foregoing, the Customer may conduct an immediate Security Audit in case of a security related incident. Upon request of the Customer, the Supplier shall participate in conducting Security Audits.</p> <p>To assist with any Security Audit, the Supplier shall (at all times):</p> <ul style="list-style-type: none"><li>• ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the Customer of their compliance (if required); and</li><li>• make available to the Customer these records to assist the Customer with satisfying itself (or others, as may be required) that the Supplier is delivering the Services to accord with these requirements.</li></ul> <p>If, as a result of a Security Audit as described in this Section, the Supplier is found to be non-compliant then the Supplier shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse</p>

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	<p>in full the costs incurred by the Customer in obtaining such Audit.</p>
<p><b>C912 Access to Supplier's Premises</b></p>	<p>Upon reasonable notice provided by the Customer, the Supplier shall provide the Customer and such auditors and inspectors as the Customer may designate in writing, access to Supplier's (and any Sub-contractor's) Premises as may be necessary for the Customer (or its agents or representatives) to perform any Security Audit. Access will only be required at reasonable hours.</p> <p>The access to Supplier's Premises shall include but shall not be limited to use of Supplier's office furnishings, telephone and WiFi services, utilities and office-related equipment and duplicating services or such Auditors and inspectors may reasonably require to perform the Security Audits described in this section.</p> <p>Records and supporting documentation, process descriptions, software and data relating to the Supplier's performance hereunder shall be provided by the Supplier.</p>
<p><b>C913 Security Testing</b></p>	<p>The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the SMP.</p> <ul style="list-style-type: none"> <li>• The Supplier shall scope, design and implement Security Tests so as to minimise the impact on the delivery of the Services. The Customer shall be entitled to send a representative to witness the conduct of a Security Test;</li> <li>• The Supplier shall agree in advance with the Customer the acceptance criteria, date, timing, content and conduct of such Security Tests shall be agreed in advance with the Customer which shall not be unreasonably withheld;</li> <li>• The Supplier shall provide the Customer with the results of such Security Tests (in a form Approved by the Customer) as soon as practicable after completion but not less than 10 Working Days, of each Security Test;</li> <li>• If any repeat Security Test carried out reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Agreement; and</li> <li>• Where any Security Test carried out pursuant to this Section reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Customer of any changes to the ISMS and to the SMP (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness.</li> </ul>
<p><b>C914 Breach of Security</b></p>	<p>The Customer and the Supplier shall notify the other upon becoming aware of any breach of security or any potential or attempted Breach of Security (including throughout the supply chain) in accordance with the agreed security incident management process as defined by the ISMS.</p> <p>Upon becoming aware of a potential or attempted Breach of Security, the Supplier shall immediately take all reasonable steps (which shall include any action or changes reasonably required by the Customer) necessary to:</p> <ul style="list-style-type: none"> <li>• minimise the extent of actual or potential harm caused by any Breach of Security;</li> <li>• fully cooperate with the Customer to support notifying other third parties;</li> <li>• remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Customer Property and / or</li> </ul>

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	<p>ISMS to the extent that this within the Supplier's control;</p> <ul style="list-style-type: none"><li>• apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Services;</li><li>• prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure;</li><li>• supply any requested data to the Customer (or the Computer Emergency Response Team for the Government ('GovCertUK') on the Customer's request within two Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and</li><li>• as soon as reasonably practicable provide to the Customer full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security, including a root cause analysis where required by the Customer.</li></ul> <p>In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy or the requirements of this Section, then any required change to the ISMS shall be performed at no cost to the Customer.</p> <p>Such steps shall include any action or changes reasonably required by the Customer. In the event that such action is taken in response to a Breach of Security that is determined by the Customer acting reasonably not to be covered by the obligations of the Supplier under this Contract, then:</p> <ul style="list-style-type: none"><li>• the Supplier shall be entitled to refer the matter to the Change Control Procedure; and</li></ul> <p>as soon as reasonably practicable provide to the Customer full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.</p>
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**C1000 Not Used**

## C1100 Equality and Diversity

<b>C1101 Background</b>	<p>This Section provides details of the Customer's approach to monitoring and managing equality and diversity of the workforce in the delivery of the Customer's activities. Further, the Section identifies the requirements that the Customer has of the Supplier to assist the Customer with this activity.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C1102 Government policy</b>	<p>The Government is required to comply with the Equality Act 2010 and expects the Supplier to comply with the requirements of this Act. More information can be found at</p> <p><a href="https://www.gov.uk/guidance/equality-act-2010-guidance">https://www.gov.uk/guidance/equality-act-2010-guidance</a></p>
<b>C1103 Customer's Equality and Diversity Policy</b>	<p>The Customer's <i>Equality and Diversity Policy</i> is included as Appendix 36 of this Specification Document. It defines the Customer's commitment to embedding equality and diversity throughout the organisation and the Customer's activities. Further, it provides clarity on what constitutes harassment and bullying and a procedure for dealing with complaints.</p> <p>The Supplier shall ensure that it adopts the principles within the requirements of the Customer's <i>Equality and Diversity Policy</i> at all times when delivering the Services, and be prepared to demonstrate this has been undertaken should the Customer request.</p>
<b>C1104 Monitoring and audit</b>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• ensure that it keeps electronic records of its compliance with the provisions of this Section, so as to provide sufficient evidence to the Customer of their compliance (if required); and</li> <li>• make available to the Customer these records to assist the Customer with satisfying itself (or others, as may be required) that the Supplier is delivering the Services to accord with these requirements.</li> </ul>

## C1200 Recruitment and Employment

<p><b>C1201 Background</b></p>	<p>This Section provides details of the Customer's approach to recruitment and employment relations in the delivery of the Customer's activities. Further, the Section identifies the requirements that the Customer has of the Supplier to assist the Customer with this activity.</p> <p>The Customer's aim is to ensure that all suppliers (and any Sub-Contractors) engaged to deliver services in connection to the 2021 Census are good, responsible employing organisations; that is, organisations that are socially and corporately responsible, and act reasonably with the employment and management of their workforce. As a minimum, this shall mean meeting the requirements of all applicable Laws.</p> <p>The Supplier shall note the contents of this Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C1202 Government policy</b></p>	<p>The Customer expects that the Supplier will comply with the Civil Service Recruitment Principles, as set out via the Civil Service Commission:</p> <p><a href="http://civilservicecommission.independent.gov.uk/civil-service-recruitment/">http://civilservicecommission.independent.gov.uk/civil-service-recruitment/</a></p>
<p><b>C1203 Customer's Recruitment and Employment Policies</b></p>	<p>The Customer has a suite of recruitment and Employment policies (the "<b>Recruitment and Employment Policies</b>") developed in line with Government principles and Good Industry Practice. The Supplier shall ensure that it adopts the principles within the Customers, and be prepared to demonstrate these have been undertaken should the Customer request.</p>
<p><b>C1204 Working with the Customer's Recruitment and Employment Policies</b></p>	<p>During the Mobilisation and Planning Period (Period A), the Supplier shall implement appropriate monitoring and review procedures aligned to C1203 that enable the Supplier and the Customer to demonstrate to others, if required, that the Services are being delivered to accord with the Recruitment and Employment Policies.</p>
<p><b>C1205 Monitoring and audit</b></p>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the Customer of their compliance (if required); and</li> </ul> <p>make available to the Customer these records to assist the Customer with satisfying itself (or others, as may be required) that the Supplier is delivering the Services to accord with these requirements.</p>



## C1300 Marketing and Communications

<b>C1301 Overview</b>	<p>This Section provides details of the Customer's approach to the management of the Customer's stakeholder engagement, marketing and communications requirements and obligations. The Section also describes the processes and procedures that the Supplier shall follow to assist the Customer with these requirements and obligations.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C1302 Communications key contacts</b>	<p>The Supplier shall nominate (and provide the Customer with suitable contact details for):</p> <ul style="list-style-type: none"> <li>• a lead communications staff (who must, as a part of their responsibilities, have the responsibility for social media) and</li> <li>• the Supplier's lead media relations staff.</li> </ul> <p>Such persons shall be nominated and in their roles from the commencement of the delivery of the Services.</p> <p>The Supplier shall inform the Customer in the event that the named individuals above change at any time during the delivery of the Services.</p>
<b>C1303 Supplier mobilisation briefing</b>	<p>During the Mobilisation and Planning Period, the Supplier shall attend (and make available all of those within their organisation that are required to attend) a briefing from the Customer's communications team that shall provide the Supplier with the Customer's requirements for managing communications (e.g. media protocol, brand guidelines).</p> <p>The Supplier mobilisation briefing will last not more than three hours, and be held at the Customer's Titchfield Offices.</p>
<b>C1304 Supplier briefings</b>	<p>The Customer intends that all suppliers are briefed frequently on the general progress of the Programme and forthcoming key activities, in order to ensure that the suppliers are kept informed about current Programme issues generally. The Customer will therefore host supplier briefings each quarter.</p> <p>The supplier briefings shall last not more than three hours, and may comprise a series of presentations / question-and-answer sessions from members of the Customer's organisation from across the Programme. They may be held at the Customer's Titchfield Offices.</p> <p>The Supplier shall be invited to (and may make available all of those within their organisation that are required to attend) the supplier briefings. Attendance by the Supplier by telephone or video conference may be permissible.</p>
<b>C1305 Branding compliance</b>	<p>At all times during the delivery of the Services, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• adhere to the Customer's latest brand guidelines (note: these brand guidelines will evolve over the lifetime of the Programme, and the Customer will provide updates where applicable); and</li> <li>• ensure that all Supplier communications that would propose to use either the Customer and/ or 2021 Census branding have been formally Approved by the Customer in advance of any publication.</li> </ul>

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<p><b>C1306 Filming and photographing the delivery of the Services</b></p>	<p>Neither the Supplier nor any Supplier Personnel shall be permitted to make either an audio, visual, or audio-visual recording (digital or otherwise), or provide streaming (live) coverage of any part or aspect of delivery of the Services in any location without express prior written permission from the Director of Communications.</p>
<p><b>C1307 Media and marketing guidelines</b></p>	<p>The Supplier shall not:</p> <ul style="list-style-type: none"> <li>• make any press announcements or publicise this Agreement or its contents in any way; or</li> <li>• use the Customer's name or brand in any promotion or marketing or announcement of orders,</li> </ul> <p>without the prior written consent of the Customer.</p> <p>Further, the Supplier shall not (and shall ensure that all Sub-Contractors and Supplier Personnel shall not):</p> <ul style="list-style-type: none"> <li>• deal directly with the media under any circumstances without the specific agreement of the Customer;</li> <li>• release or publish press or news releases about either the Customer, the Programme or the 2021 Census without Approval of the Customer;</li> <li>• post on social media nor respond to postings on social media about their involvement with either the Customer, the Programme or the 2021 Census;</li> <li>• publicise their involvement with either the Customer, the Programme or the 2021 Census within any: <ul style="list-style-type: none"> <li>○ corporate communication (whether internal or external-facing or whether online or off-line);</li> <li>○ award submission, tender, or bid documentation;</li> </ul> </li> </ul> <p>without first applying for the express permission of the Customer to do so.</p> <p>Further, the Supplier shall (and shall ensure that all Sub-contractors and Supplier Personnel shall) report all media enquiries that they receive about either the Customer, the Programme or the 2021 Census immediately to the Customer, so as to ensure early visibility of media interest / issues;</p> <p>The Supplier shall take all proactive measures to ensure that all Sub-contractors and Supplier Personnel are aware of the requirements of these protocols and guidelines prior to the start of their involvement in the delivery of the Services.</p>
<p><b>C1308 Branding and marketing rights</b></p>	<p>The Customer shall retain the full and unrestricted right to Approve the use (by the Supplier) of any branding or marketing rights associated with the Customer, the Programme or the 2021 Census.</p> <p>Should the Supplier wish to use any part of the branding or marketing rights, the Supplier must seek the express written permission of the Customer before doing so.</p>

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<b>C1309 Media Crisis Procedures</b>	<p>The Supplier shall implement suitable arrangements to support the Customer with management of communications during periods of media crisis and media crisis escalation.</p> <p>Such arrangements shall be presented to the Customer for its Approval, and shall include (as a minimum):</p> <ul style="list-style-type: none"><li>• the hierarchy (within the Supplier’s organisation) for managing and dealing with communications during periods of crisis (including a description of roles and responsibilities within the Supplier’s organisation);</li><li>• a crisis escalation contacts list (including numbers for out of hours contacts);</li><li>• separate processes for:<ul style="list-style-type: none"><li>○ how the Customer shall alert the Supplier to a potential crisis;</li><li>○ how the Supplier shall support the Customer’s crisis management team;</li></ul></li><li>• the maximum periods of time for the Supplier assembling appropriate support for the Customer (including at the Customer Premises, if required).</li></ul>
<b>C1310 Marketing and Communications after completion of the Agreement</b>	<p>During the Service Review and Closure (Exit) Period Pre-Completion Meeting, the Customer shall brief the Supplier on marketing and communication arrangements for the period after the completion of the Agreement. The Pre-Completion Meeting shall cover issues such as referencing the Customer and the Programme, citing mention of the Programme in publicity, award entries, IP, etc.</p>

## C1400 Digital Services

<b>C1401 Overview</b>	<p>This Section provides details of the Customer's requirements of the Supplier for the digital services and technology solutions that the Supplier may wish to use in order to deliver the Services, and the standards that it is expected the Supplier shall work to.</p> <p>The Customer's aim is to support the Government's aspirations for all digital services to meet the Government's <i>Digital Services Standards</i>; and that all digital services are developed and adapted using the principles of 'agile' described within the Government's <i>Digital Services Standards</i>.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C1402 Background</b>	<p>When designing, implementing and delivering the Services, the Supplier shall adopt practices and procedures that are as a minimum the applicable elements of:</p> <ul style="list-style-type: none"> <li>• the Government's <i>Digital Services Standards</i>; as documented at: <a href="https://www.gov.uk/service-manual/service-standard">https://www.gov.uk/service-manual/service-standard</a>;</li> <li>• the Government's <i>Services Design Manual</i>, as documented at: <a href="https://www.gov.uk/service-manual">https://www.gov.uk/service-manual</a>;</li> <li>• the Government's <i>Technology Code of Practice</i>, as documented at <a href="https://www.gov.uk/service-manual/technology/code-of-practice.html">https://www.gov.uk/service-manual/technology/code-of-practice.html</a>;</li> <li>• the Government's <i>Open Standards Principles</i>, as documented at: <a href="https://www.gov.uk/government/publications/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles</a><a href="https://www.gov.uk/government/publications/open-standards-principles">https://www.gov.uk/government/publications/open-standards-principles</a>;</li> </ul> <p>insofar as the above requirements relate to the specification of standards for software interoperability, data and document formats in the IT environment.</p>
<b>C1403 Technology Architecture Standards</b>	<p>The Supplier shall produce full and detailed technical architecture documentation for the Supplier Solution in accordance with Good Industry Practice. If documentation exists that complies with The Open Group Architecture Framework 9.1 (<a href="https://www.opengroup.org/togaf/">https://www.opengroup.org/togaf/</a>) or its equivalent, then this shall be deemed acceptable.</p>
<b>C1404 Accessible Digital Standards</b>	<p>The Supplier shall comply with (or with equivalents to):</p> <ul style="list-style-type: none"> <li>• the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and</li> <li>• ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability.</li> </ul>
<b>C1405 Service Management and Standards</b>	<p>Subject to the provisions of Sections C1402 to C1404 of this Specification Document, and within the Digital Services and Technology Plan described in Section C1409 of this Specification Document, the Supplier shall reference the relevant industry and Government's standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:</p>

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	<ul style="list-style-type: none"> <li>• ITIL v3 2011;</li> <li>• ISO/IEC 20000-1 2011 "<i>ITSM Specification for Service Management</i>";</li> <li>• ISO/IEC 20000-2 2012 "<i>ITSM Code of Practice for Service Management</i>";</li> <li>• ISO 10007 "<i>Quality management systems – Guidelines for configuration management</i>"; and</li> <li>• BS25999-1:2006 "<i>Code of Practice for Business Continuity Management</i>" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "<i>IT Service Continuity Strategy</i>" or "<i>Disaster Recovery</i>" plans.</li> </ul> <p>For the purposes of management of the Services and delivery performance the Supplier shall make use of software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release &amp; deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable.</p>
<p><b>C1406 Digital and Technological Environmental Standards</b></p>	<p>The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Contract Period.</p> <p>The Supplier shall follow a sound environmental management policy, ensuring any goods or services required as a part of the delivery of the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.</p> <p>The Supplier shall comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2006 in compliance with Directive 2002/96/EC and subsequent replacements (including those in compliance with Directive 2012/19/EU).</p> <p>The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the Energy Efficiency Directive 2012/27/EU and subsequent replacements.</p> <p>The Supplier shall comply with the EU <i>Code of Conduct on Data Centres' Energy Efficiency</i>. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.</p> <p>The Supplier shall comply with the Customer and the Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "<i>Greening Government: ICT Strategy</i> issue (March 2011)" at:  <a href="https://www.gov.uk/government/publications/greening-government-ict-strategy">https://www.gov.uk/government/publications/greening-government-ict-strategy</a></p>
<p><b>C1407 Hardware Safety Standards</b></p>	<p>The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:</p> <ul style="list-style-type: none"> <li>• any new hardware required for the delivery of the Services (including printers), shall conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;</li> <li>• any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: BS EN 60065:2002+A12:2011 or any subsequent replacements;</li> </ul>

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	<ul style="list-style-type: none"><li>• any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following safety Standards: BS EN 60825-1:2007 or any subsequent replacements; and</li><li>• any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.</li></ul> <p>Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with all applicable Laws relating to health and safety.</p>
<b>C1408 GDS Audits</b>	<p>From time-to-time, the Customer is required to participate in audits commissioned by the Government Digital Service (GDS). These GDS audits can relate to digital services or technology, and are a part of the Programme's and the Customer's assurance activities.</p> <p>If requested to do so, the Supplier shall:</p> <ul style="list-style-type: none"><li>• support the Customer with its participation in an audit or review commissioned by GDS;</li><li>• attend such meetings and the like as is necessary in connection with an audit or review; and</li><li>• participate with any audit or review through making available such information as the Customer may reasonably request from the Supplier (such requests arising from the audit or review).</li></ul> <p>The Customer acknowledges that the reasonable costs of the Supplier in complying with the requirements of this Section C1409 of the Specification Document shall be additional to the Charges, and agreed with the Supplier as the need may arise.</p>
<b>C1409 Digital Services and Technology Plan</b>	<p>During the Mobilisation and Planning Period (Period A), the Supplier shall with due regard to section C2500 Service Integration:</p> <ul style="list-style-type: none"><li>• review each of the requirements contained in Sections C1402 to C1408 inclusive of this Specification Document;</li><li>• develop a plan (the "Digital Services and Technology Plan") for working with these requirements in the delivery of the Services; and</li><li>• implement appropriate monitoring and review procedures identified in the Digital Services and Technology Plan that enable the Supplier and the Customer to demonstrate to others, if required, that the Services are being delivered to accord with the requirements.</li></ul> <p>The Supplier shall submit the Digital Services and Technology Plan to the Customer (for the Customer's review and Approval).</p> <p>The Customer shall work with the Supplier during any review or audit of their proposals, and as a part of the process of developing the Digital Services and Technology Plan.</p> <p>The Digital Services and Technology Plan is a Document Deliverable and shall be treated as such during the delivery of the Services.</p> <p>The Digital Services and Technology Plan shall be Approved in line with the Customer's Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.</p>

## C1500 Environmental Sustainability

<b>C1501 Overview</b>	<p>This Section provides details of the Customer's policy aims and objectives for environmental sustainability, and the requirements that the Supplier is expected to comply with when delivering the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C1502 Sustainable Development Policy</b>	<p>The Government's <i>Greening Government Commitments: 2016 to 2020</i> (dated 23 January 2017) policy papers can be accessed from Gov.uk, at:  <a href="https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020">https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020</a></p> <p>The Customer's <i>Sustainable Development Policy</i> is included at Appendix 37 of this Specification Document.</p>
<b>C1503 Working with the Sustainable Development Policy</b>	<p>The Supplier shall ensure that it adopts the principles within the requirements of the Customer's <i>Sustainable Development Policy</i> at all times when delivering the Services, and be prepared to demonstrate this has been undertaken should the Customer request.</p>
<b>C1504 Monitoring and audit</b>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the Customer of their compliance (if required); and</li> <li>• make available to the Customer these records to assist the Customer with satisfying itself (or others, as may be required) that the Supplier is delivering the Services to accord with these requirements.</li> </ul>
<b>C1505 Notification</b>	<p>The Supplier shall promptly notify the Customer as soon as possible of any environmental incident of which it becomes aware and which relates to or arise in connection with the performance of the Services.</p>

## C1600 Records and Audit

<p><b>C1601 Overview</b></p>	<p>This Section provides details of the Customer's requirements for record-keeping and audit that the Supplier is expected to comply with when delivering the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C1602 Key Principles</b></p>	<p>The Supplier shall at all times acknowledge the importance to the Customer of:</p> <ul style="list-style-type: none"> <li>• the retention of proper records of processes and decisions taken relating to the performance and management of the Agreement; and</li> <li>• the detail and nature of the reports that are to be made by the Parties, including the timing and process for making such reports.</li> </ul>
<p><b>C1603 Records</b></p>	<p>The Supplier shall retain and maintain all records (including any superseded records):</p> <ul style="list-style-type: none"> <li>• in accordance with the requirements of the National Archives and Good Industry Practice;</li> <li>• in chronological order;</li> <li>• in a form that is capable of audit; and</li> <li>• at its own expense.</li> </ul> <p>The Supplier shall make all records referred available for inspection to the Customer on request subject to the Customer giving reasonable notice.</p> <p>Where Records are retained in electronic form, the original metadata shall be preserved together with all subsequent metadata in a format reasonably accessible to the Customer.</p> <p>The Supplier shall, during the Agreement and a period of at least seven (7) years following the Termination Date, maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all records (whether in electronic format or otherwise).</p>
<p><b>C1604 Audit Rights</b></p>	<p>The Customer, acting by itself or through its Auditors, shall have the right during the Contract Period and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Sub-Contractors of the Supplier's obligations under this Agreement, including for the following purposes:</p> <ul style="list-style-type: none"> <li>• to verify the integrity and content of any financial report;</li> <li>• to verify the accuracy of the Charges and any other amounts payable by the Customer under this Agreement (including breakdowns, proposed or actual variations to such Charges, payments and (to the extent possible) amounts paid to Sub-contractors and third-party suppliers);</li> <li>• to verify the Open Book Data;</li> <li>• to verify the Supplier's and each Key Sub-contractor's compliance with</li> </ul>



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	<p>this Agreement and applicable Law;</p> <ul style="list-style-type: none"><li>• to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li><li>• to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor (if any) and/or any Key Sub-Contractors or their ability to perform the Services;</li><li>• to obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li><li>• to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement;</li><li>• to carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;</li><li>• to 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 Customer has used its resources;</li><li>• to verify the accuracy and completeness of any management information delivered or required by this Agreement;</li><li>• to review any performance monitoring reports (including Service Level reporting) and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;</li><li>• to review the accuracy and completeness of any registers required to be maintained by the Supplier,</li><li>• to review the Supplier's quality management systems (including all relevant quality plans and any quality manuals and procedures);</li><li>• to review the Supplier's compliance with the Standards;</li><li>• to inspect the Customer's assets in the Supplier's control (including Customer IPRs, equipment and facilities) for the purposes of ensuring that such assets are secure;</li><li>• to review the integrity, confidentiality and security of the Customer Data; and/or</li><li>• for any other reason as specified in this Specification Document.</li></ul> <p>Except where an audit is imposed on the Customer by a Regulatory Body or where the Customer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Customer may not conduct an Audit of the Supplier or of the same key Sub-contractor more than twice in any Contract Year.</p> <p>Nothing in this Agreement shall prevent or restrict the rights of the Comptroller</p>
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	and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the key Sub-contractors for the purposes of and pursuant to applicable Law.
<b>C1605 Audit Rights</b>	<p>The Customer, acting by itself or through its Auditors, shall have the right during the Contract Period and for a period of 18 months thereafter, to assess compliance by the Supplier and/or its Sub-Contractors of the Supplier's obligations under this Agreement, including for the following purposes:</p> <ul style="list-style-type: none"><li>• to verify the integrity and content of any financial report;</li><li>• to verify the accuracy of the Charges and any other amounts payable by the Customer under this Agreement (including breakdowns, proposed or actual variations to such Charges, payments and (to the extent possible) amounts paid to Sub-contractors and third-party suppliers);</li><li>• to verify the Open Book Data;</li><li>• to verify the Supplier's and each Key Sub-contractor's compliance with this Agreement and applicable Law;</li><li>• to identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li><li>• to identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Guarantor (if any) and/or any Key Sub-Contractors or their ability to perform the Services;</li><li>• to obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li><li>• to review any books of account and the internal contract management accounts kept by the Supplier in connection with this Agreement;</li><li>• to carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;</li><li>• to 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 Customer has used its resources;</li><li>• to verify the accuracy and completeness of any management information delivered or required by this Agreement;</li><li>• to review any performance monitoring reports (including Service Level reporting) and/or other records relating to the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records;</li><li>• to review the accuracy and completeness of any registers required to be maintained by the Supplier;</li><li>• to review the Supplier's quality management systems (including all relevant quality plans and any quality manuals and procedures);</li></ul>

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	<ul style="list-style-type: none"><li>• to review the Supplier's compliance with the Standards;</li><li>• to inspect the Customer's assets in the Supplier's control (including Customer IPRs, equipment and facilities) for the purposes of ensuring that such assets are secure;</li><li>• to review the integrity, confidentiality and security of the Customer Data; and/or</li><li>• for any other reason as specified in this Specification Document.</li></ul> <p>Except where an audit is imposed on the Customer by a Regulatory Body or where the Customer has reasonable grounds for believing that the Supplier has not complied with its obligations under this Agreement, the Customer may not conduct an Audit of the Supplier or of the same key Sub-contractor more than twice in any Contract Year.</p> <p>Nothing in this Agreement shall prevent or restrict the rights of the Comptroller and/or Auditor General and/or their representatives from carrying out an audit, examination or investigation of the Supplier and/or any of the key Sub-contractors for the purposes of and pursuant to applicable Law.</p>
<b>C1606 Conduct of Audits</b>	<p>The Customer shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Customer deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.</p> <p>Subject to the Customer's obligations of confidentiality, the Supplier shall on demand provide the Customer and the Auditors with all reasonable cooperation and assistance (and shall procure such co-operation and assistance from its Sub-contractors) in relation to each audit, including:</p> <ul style="list-style-type: none"><li>• all information requested by the Customer within the permitted scope of the audit;</li><li>• reasonable access to any Supplier Premises and to any equipment used (whether exclusively or non-exclusively and including the Equipment) in the performance of the Services;</li><li>• access to the Supplier's ICT systems, processes and procedures; and</li><li>• access to Supplier Personnel.</li></ul> <p>The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.</p> <p>The Customer shall endeavour to (but is not obliged to) provide at least 15 Working Days, notice of its intention to conduct an audit.</p> <p>The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Customer for all the Customer's reasonable costs incurred in connection with the audit.</p>

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<b>C1607 Use of Supplier's Internal Audit Team</b>	<p>As an alternative to the Customer's right to exercise an audit either itself or through its Auditors, the Customer may require in writing that an audit is undertaken by the Supplier's own internal audit function for any of the purposes set out in this Specification Document.</p> <p>Following the receipt of a request from the Customer, the Supplier shall procure that the relevant audit is undertaken as soon as reasonably practicable and that the Customer has unrestricted access to:</p> <ul style="list-style-type: none"><li>• the resultant audit reports; and</li><li>• all relevant members of the Supplier's internal audit team for the purpose of understanding such audit reports.</li></ul>
<b>C1608 Response to Audits</b>	<p>If an audit undertaken pursuant to or arising from this Specification Document identifies that:</p> <ul style="list-style-type: none"><li>• if applicable in the Agreement, the Supplier has committed a default, the Customer may (without prejudice to any rights and remedies the Customer may have) require the Supplier to correct such default as soon as reasonably practicable and, if such default constitutes a Service Failure, to comply with the process applicable for rectifying such default;</li><li>• the Customer has overpaid any Charges, the Supplier shall pay to the Customer:<ul style="list-style-type: none"><li>○ the amount overpaid;</li><li>○ interest on the amount overpaid at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the date of overpayment by the Customer up to the date of repayment by the Supplier; and</li><li>○ the reasonable costs incurred by the Customer in undertaking the audit,</li></ul></li><li>• and the Customer may exercise its right to deduct such amount from the Charges if it prefers; and</li><li>• the Customer has underpaid any Charges, the Supplier shall not be entitled to increase the Charges paid or payable by the Customer.</li></ul>

## C1700 Quality Assurance

<p><b>C1701 Overview</b></p>	<p>This Section sets out the requirements that the Customer has for the Supplier to identify and implement their own procedures for managing and assuring the quality of the delivery of the Services. In order to provide assurance that solutions meet requirements, the process must fully engage the Customer both during the development and operational phases of the project.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C1702 Background</b></p>	<p>The Quality Management Strategies are: the Customer's <i>Quality Assurance Requirements for CTP</i> which is included as Appendix 38 of this Specification Document.</p>
<p><b>C1703 Supplier's Quality Management Plan</b></p>	<p>During the Mobilisation and Planning Period (Period A), the Supplier shall:</p> <ul style="list-style-type: none"> <li>• review the Quality Assurance Requirements and note their contents;</li> <li>• develop a plan (the <b>Quality Management Plan</b>) for working with the Quality Management requirements during the delivery of the Services; and</li> <li>• implement appropriate monitoring and review procedures identified in the Quality Management Plan that enable the Supplier and the Customer to demonstrate to others, if required, that the Services are being delivered to accord with the Good Industry Practice and the Quality Management Requirements for CTP.</li> </ul> <p><i>(Note: for the avoidance of doubt, the Customer does not anticipate or expect that the Supplier will adopt the Quality Management Policies in lieu or as a replacement of the Supplier's own existing policies. The Customer does expect, however, that the Supplier will work to standards at least the same as or better than those described in the Quality Management Requirements in the delivery of the Services).</i></p> <p>The Supplier shall submit the Environment Sustainability Plan to the Customer (for the Customer's review and Approval) within a maximum of 20 Working Days, of the Commencement Date and in any event prior to the Service Delivery Commencement Date.</p> <p>The Quality Management Plan is a Document Deliverable and shall be treated as such during the delivery of the Services.</p> <p>The Quality Management Plan shall be Approved in line with the Customer's Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.</p>

## C1800 Welsh Language Scheme

<b>C1801 Background</b>	<p>This Section sets out the key principles of the Customer's Welsh Language Scheme, and how this is to be implemented in the delivery of the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C1802 Principles to be adopted</b>	<p>Under the Welsh Language Act 1993 every public body providing services to the public in Wales has to prepare a scheme setting out how it will provide those services in Welsh.</p> <p>Insofar as is required by the delivery of the Services, the Supplier shall work with the Customer to assess the degree to which compliance with the Welsh Language Act 1993 will be required when delivering the Services; that enable the Supplier and the Customer to demonstrate to others, if required, that the Services are being delivered to accord with the requirements of the Welsh Language Act 1993.</p>
<b>C1803 Monitoring and audit</b>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• ensure that they keep electronic records of their compliance with the provisions of this Section, so as to provide sufficient evidence to the Customer of their compliance (if required); and</li> <li>• make available to the Customer these records to assist the Customer with satisfying itself (or others, as may be required) that the Supplier is delivering the Services to accord with these requirements.</li> </ul>

## C1900 Business Continuity and Disaster Recovery (BCDR)

<p><b>C1901 Background</b></p>	<p>This Section sets out the Customer’s requirements for the Supplier’s management of BCDR, and in particular the Customer’s requirements for the Supplier’s BCDR Plan.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C1902 BCDR Plan</b></p>	<p>The Supplier shall prepare and deliver to the Customer for the Customer’s Approval a plan (the "<b>BCDR Plan</b>"), in accordance with ISO22301 and Good Industry Practice, which shall detail the processes and arrangements that the Supplier shall follow to ensure:</p> <ul style="list-style-type: none"> <li>• continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and</li> <li>• the recovery of the Services in the event of a Disaster;</li> </ul> <p>The BCDR Plan shall:</p> <ul style="list-style-type: none"> <li>• be divided into 3 parts: <ul style="list-style-type: none"> <li>○ Part A which shall set out general principles applicable to the BCDR Plan (the General Principles) described in C1903 of the Specification Document;</li> <li>○ Part B which shall relate to business continuity (the Business Continuity Plan) described in Section C1904 of this Specification Document; and</li> <li>○ Part C which shall relate to disaster recovery (the Disaster Recovery Plan) described in Section C1905 of this Specification Document.</li> </ul> </li> </ul> <p>The BCDR Plan shall be Approved in line with the Customer’s Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.</p> <p>The BCDR Plan is a Document Deliverable and shall be treated as such during the delivery of the Services.</p>
<p><b>C1903 Part A of BCDR Plan (“General Principles and Requirements”)</b></p>	<p>Part A of the BCDR Plan shall:</p> <ul style="list-style-type: none"> <li>• set out how its business continuity and disaster recovery elements of the BCDR Plan link to each other;</li> <li>• contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any service provider with respect to issues concerning business continuity and disaster recovery where applicable;</li> <li>• detail how the BCDR Plan links and interoperates with any overarching and / or connected disaster recovery or business continuity plan of the Customer and any of its other service providers as notified to the Supplier by the Customer from time to time;</li> <li>• contain a communication strategy including details of an incident and</li> </ul>

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problem management service and advice and help desk facility which can be accessed via multi-channels (including but without limitation a website (with FAQs), email, phone and fax) for both portable and desk top configurations, where required by the Customer;

- contain a risk analysis, including:
  - failure or disruption scenarios and assessments and estimates of frequency of occurrence;
  - identification of any single points of failure within the Services and processes for managing the risks arising there from;
  - identification of risks arising from the interaction of the Services with the services provided by one of the Other Suppliers; and
  - a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- provide for documentation of processes, including business processes, and procedures;
- set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Customer;
- identify the procedures for reverting to "normal service";
- set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to ensure that there is no loss and to preserve data integrity;
- identify the responsibilities (if any) that the Customer has agreed it will assume in the event of the invocation of the BCDR Plan;
- provide technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.
- contain any other information set out in this Specification Document.

The BCDR Plan shall be designed so as to ensure that:

- the Services are provided in accordance with the Agreement at all times during and after the invocation of the BCDR Plan;
- the adverse impact of any Disaster, Service Failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
- it complies with the relevant provisions of ISO / IEC 27002 (Information Technology – Security Techniques) and all other industry standards from time to time in force; and
- there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

The BCDR Plan must be manageable and sufficiently flexible in order to be



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	<p>capable of being upgraded (if required) to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.</p> <p>The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Agreement.</p>
<p><b>C1904 Part B of BCDR Plan (“Business Continuity Plan”)</b></p>	<p>The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business operations supported by the Services including but not limited to and unless the Customer expressly states otherwise in writing:</p> <ul style="list-style-type: none"> <li>• the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and</li> <li>• the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.</li> </ul> <p>The Business Continuity Plan shall:</p> <ul style="list-style-type: none"> <li>• address the various possible levels of failures of or disruptions to the Services;</li> <li>• set out the services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (such services and steps, the "Business Continuity Services");</li> <li>• specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of other Services during any period of invocation of the Business Continuity Plan; and</li> <li>• clearly set out the conditions and / or circumstances under which the Business Continuity Plan is invoked.</li> </ul>
<p><b>C1905 Part C of BCDR Plan (“Disaster Recovery Plan”)</b></p>	<p>The Disaster Recovery Plan shall be designed so as to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Customer 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.</p> <p>The Disaster Recovery Plan shall only be invoked upon the occurrence of a Disaster.</p> <p>The Disaster Recovery Plan shall include the following:</p> <ul style="list-style-type: none"> <li>• the technical design and build specification of the Disaster Recovery System;</li> <li>• details of the procedures and processes to be put in place by the Supplier and any Sub-contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following: <ul style="list-style-type: none"> <li>○ data centre and disaster recovery site audits;</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"><li>○ backup methodology and details of the Supplier's approach to data back-up and data verification;</li><li>○ identification of all potential disaster scenarios;</li><li>○ risk analysis;</li><li>○ documentation of processes and procedures;</li><li>○ hardware configuration details;</li><li>○ network planning including details of all relevant data networks and communication links;</li><li>○ invocation rules;</li><li>○ Service recovery procedures; and</li><li>○ steps to be taken upon Services resumption to address any prevailing effect of failure or disruption of the Services;</li><li>● any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;</li><li>● 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;</li><li>● access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and</li><li>● testing and management arrangements.</li></ul>
<b>C1906 Review and amendment of the BCDR Plan</b>	<p>The Supplier shall update the BCDR Plan (and the risk analysis on which it is based):</p> <ul style="list-style-type: none"><li>● on a regular basis and as a minimum once every 6 Months;</li><li>● within 3 Months of the BCDR Plan (or any part) having been invoked; and</li><li>● within such other timeframe as circumstances may require.</li></ul> <p>Reviews and updates to the BCDR Plan shall incorporate improvements and developments proposed by the Supplier that reflect changes since the Approval of the latest version of the BCDR Plan.</p> <p>In submitting the revised BCDR Plan, the Supplier will highlight to the Customer any proposed changes to the BCDR Plan.</p> <p>Each update of the BCDR Plan shall be accompanied by a review report ("Review Report") setting out:</p> <ul style="list-style-type: none"><li>● any changes in the risk profile associated with the Services; and</li><li>● the Supplier's proposals for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals</li></ul>

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	<p>may have on any services or systems provided by a third party.</p> <p>Following receipt of the updated BCDR Plan and Review Report, the Customer will Approve the BCDR Plan in accordance with Deliverable Review and Assurance Process set out in Section C2000 of this Specification Document.</p>
<b>C1907 Testing of the BCDR Plan</b>	<p>The Supplier shall test the BCDR Plan on a regular basis (and in any event not less than once in every year during the Agreement). The Customer may require the Supplier to conduct additional tests of some or all aspects of the BCDR Plan at any time where the Customer considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the BCDR Plan.</p> <p>If the Customer requires an additional test of the BCDR Plan, it shall identify this requirement in line with the request for change as identified in Appendix 39. The Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the BCDR Plan.</p> <p>The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance and review of each test, and shall comply with the reasonable requirements of the Customer in this regard. Where required by the Customer, each test shall be carried out under the supervision of the Customer or its nominee.</p> <p>The Supplier shall ensure that any use of "live" data in such testing is first Approved with the Customer. Copies of live test data used in any such testing shall be (if so required by the Customer) destroyed or returned to the Customer on completion of the test.</p> <p>The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Customer a report setting out:</p> <ul style="list-style-type: none"><li>• the outcome of the test;</li><li>• any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and</li><li>• the Supplier's proposals for remedying any such failures.</li></ul> <p>Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the BCDR Plan) to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer.</p> <p>For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan's procedures) shall not relieve the Supplier of any of its obligations under this Agreement.</p> <p>The Supplier shall also perform a test of the BCDR Plan as part of any major reconfiguration of the Services or as otherwise reasonably requested by the Customer.</p>

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<b>C1908 Invocation of the BCDR Plan</b>	In the event of a complete loss of service or in the event of a Disaster, the Supplier shall invoke the BCDR Plan (informing the Customer of both the Supplier's decision to invoke, and its progress with the invocation). In all other instances, the Supplier shall only invoke or test the BCDR Plan with the prior consent of the Customer.
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## C2000 Deliverable Review and Assurance Process

<b>C2001 Overview</b>	<p>Unless specifically stated otherwise in this Specification Document (for example in relation to the Monthly Progress Report or the initial Approval of the Project Schedule), all Deliverables to be submitted by the Supplier to the Customer for review, assurance and determination of whether or not that Deliverable has been Achieved shall be managed in accordance with the processes and timescales described in this Section C2000 of this Specification Document.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<b>C2002 Review and Assurance of a Service Deliverable</b>	<p>All Service Deliverables shall be processed for receipt by the Customer in accordance with this Section, Good Industry Practice, GDS standards and the following principles.</p> <ol style="list-style-type: none"> <li>1. The Customer shall be fully involved in all phases of the testing process at key stages of development /refinement;</li> <li>2. Test scenarios and scripts and any other Minimum Acceptance Criteria shall be Approved by the Customer as a Document Deliverable using the process described in Section C2004 of this Specification Document, before progressing to successive stages;</li> <li>3. Test reports at each phase or stage of testing shall be Approved by the Customer as a Document Deliverable using the process described in Section C2004 of this Specification Document;</li> <li>4. The Supplier shall make fixes to all outstanding issues where phase exit Approval has been granted with caveats;</li> <li>5. The Supplier shall arrange for final demonstration and other relevant reports for acceptance by the Customer to demonstrate that the Service Deliverable has been Achieved;</li> <li>6. The Supplier shall undertake any system change/patch/upgrade tests, required by the Customer, including regression tests; and</li> <li>7. The Supplier shall build in sufficient time at each stage to consider and implement comments and feedback provided by the Customer.</li> </ol>
<b>C2003 Review and Assurance of a Document Deliverable</b>	<p>The process for managing the Approval of a Document Deliverable is as follows:</p> <ol style="list-style-type: none"> <li>Step 1. The Supplier shall submit the Document Deliverable to the Customer for review and / or Approval.</li> <li>Step 2. The Customer shall seek to Approve a Document Deliverable within 10 Working Days, from the day of receipt. Where the Customer withholds Approval of a Document Deliverable, the Customer shall identify the changes it reasonably requires to be made to that Document Deliverable or issues to be addressed by the Supplier together with the reasons for such changes.</li> <li>Step 3. Following receipt of the comments from the Customer identified in Step 2, the Supplier shall amend the relevant Document Deliverable accordingly and re-submit it to the Customer as soon as reasonably practicable to for Approval, and in any event within no more than 5 Working Days, after Step 2.</li> <li>Step 4. If the Customer does not Approve the revised Document Deliverable re-submitted in accordance with Step 3 above, the Customer may at its discretion either: <ul style="list-style-type: none"> <li>○ require the Supplier to repeat Step 3 of the process set out</li> </ul> </li> </ol>

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	<p>above until such time as the Document Deliverable is Approved; or</p> <ul style="list-style-type: none"> <li>○ (at the Customer's option) refer the matter to be dealt with via the Escalation Process described in Section C800 of this Specification Document.</li> </ul>
<p><b>C2004 Commitment to work together</b></p>	<p>The Parties will use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than 20 Working Days, (or such other period as the Parties may agree in writing) from the date of its first submission to the Customer.</p> <p>Unless and until a Document Deliverable is Approved by the Customer the provisions of the existing document deliverable shall apply. Once Approved by the Customer, that Document Deliverable shall be adopted immediately unless the Customer otherwise requires.</p>
<p><b>C2005 Amendments and Revisions</b></p>	<p>Each Document Deliverable will be fully reviewed and updated by the Supplier and Approved:</p> <ul style="list-style-type: none"> <li>• at least 6-monthly after the Deliverable Date, unless specified within the Deliverable; or</li> <li>• within such other timeframe as circumstances may require; or</li> <li>• as the Customer may specify.</li> </ul> <p>Reviews and updates to each Document Deliverable shall incorporate improvements and developments proposed by the Supplier that reflect changes since the Approval of the latest version of that Document Deliverable.</p> <p>If, on submission, a Document Deliverable or any subsequent revision to it in accordance with Section C2000 of this Specification Document, is Approved by the Customer it will be adopted immediately and will replace the previous version of the relevant Document Deliverable.</p> <p>In submitting the revised Document Deliverable, the Supplier shall highlight to the Customer any proposed changes to the Document Deliverable.</p>
<p><b>C2006 Supplier's Responsibility for Deliverables</b></p>	<p>The Supplier acknowledges and accepts that the Customer's Approval shall not act as an endorsement of any Deliverables and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables meet the Minimum Acceptance Criteria and the Services are provided to the standard required by this Agreement.</p>

## C2100 Incident Management

<p><b>C2101 Overview</b></p>	<p>This Section describes the process that shall be followed by the Customer and the Supplier in order to manage any incidents that may arise during the delivery of the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>										
<p><b>C2102 Classification of Incidents</b></p>	<p>Incidents will occur both before and during 'live' operational delivery of the Services, and these need to be managed, recorded and resolved by the Supplier through close collaboration with the Customer.</p> <p>Types of incidents may include (amongst others):</p> <ul style="list-style-type: none"> <li>• security breaches;</li> <li>• health &amp; safety (incident and accident reporting);</li> <li>• issues with access / downtime of Key Supplier / Customer systems (such as device failures);</li> <li>• loss of devices / equipment;</li> <li>• negative media / social media reports that may cause reputational damage; and</li> <li>• major service disruption.</li> </ul>										
<p><b>C2103 Requirements for management of incidents</b></p>	<p>The following is required in relation to incidents:</p> <ul style="list-style-type: none"> <li>• the Supplier shall report all incidents (severity levels and types to be defined) to the Customer and interface with the Customer's systems and processes;</li> <li>• incidents shall be actioned, logged, reported and resolved within agreed Service Levels;</li> <li>• the Supplier shall have a proven contingency process which must be rapidly and effectively activated in the event of a disruption to a key system (and detailed in the BCDR Plan described in Section C1900 of this Specification Document);</li> <li>• the Supplier shall:             <ul style="list-style-type: none"> <li>○ provide incident reports to the Customer to the agreed format and specification (using a table following the template shown below); and</li> <li>○ demonstrate continuous conformity to the Customer's security requirements (i.e. complying to ISO 27035 (Information Security Incident Management) as a framework).</li> </ul> </li> </ul> <table border="1" data-bbox="513 1823 1425 2049"> <thead> <tr> <th>Report Required</th> <th>Frequency</th> <th>Specification</th> <th>Time Period</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td><b>Exception report on incidents:</b></td> <td>Weekly</td> <td>All incidents by priority, category, status, date/time</td> <td>From commencement of Agreement until final</td> <td>All incidents by priority, category, status, date/time</td> </tr> </tbody> </table>	Report Required	Frequency	Specification	Time Period	Comments	<b>Exception report on incidents:</b>	Weekly	All incidents by priority, category, status, date/time	From commencement of Agreement until final	All incidents by priority, category, status, date/time
Report Required	Frequency	Specification	Time Period	Comments							
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		<ul style="list-style-type: none"> <li>• <b>new;</b></li> <li>• <b>cumulative.</b></li> </ul>		reported, resolution.	closure.	reported, resolution.
		<p><b>Exception report on incidents identified which may affect business continuity:</b></p> <ul style="list-style-type: none"> <li>• <b>new;</b></li> <li>• <b>cumulative.</b></li> </ul>	Ad Hoc	New incidents by priority, category, status, date/time reported, resolution.	From commencement of Agreement until final closure.	New incidents by priority, category, status, date/time reported, resolution.



## C2200 Licenses

<p><b>C2201 Overview</b></p>	<p>This Section identifies those Licenses and permissions that shall be obtained by either:</p> <ul style="list-style-type: none"> <li>• the Customer,</li> <li>• Others; or</li> <li>• the Supplier;</li> </ul> <p>as may be required to enable the Supplier to deliver the Services.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C2202 Licenses obtained by the Customer or Others</b></p>	<p>The Customer shall ensure that either the Customer or Others obtain the Licenses identified in Section B1400 of this Specification Document.</p> <p>The Supplier shall use the Licenses obtained by either the Customer or Others in order to deliver the Services.</p>
<p><b>C2203 Licenses obtained by the Supplier</b></p>	<p>Other than those Licenses obtained by either the Customer or Others and described in Section B1400 of this Specification Document, the Supplier shall obtain all Licenses required for carrying out and delivering the Services.</p> <p>Where specified as such by the Customer in Section B1500 of this Specification Document, the Supplier shall ensure that the Licenses provided by the Supplier are available for use by the Customer and Other Suppliers.</p>
<p><b>C2204 Statutory Authorities</b></p>	<p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• provide all notices required by Statutory Authorities in accordance with the Agreement; and</li> <li>• pay all fees and charges required by Statutory Authorities under the Agreement.</li> </ul>
<p><b>C2205 Checking</b></p>	<p>The Supplier shall satisfy all applicable Laws with respect to checking and / or approval procedures that are to be followed by the Supplier in delivering the Services (whether specifically as a part of the design of the Services or as a part of the planning for and delivery of the Services). This obligation shall include the sourcing of any third-party approvals that the Supplier is required to obtain as a part of their own quality assurance procedures, as a part of Good Industry Practice.</p> <p>The Supplier shall retain records of their compliance with these procedures, and shall provide copies of such records to the Customer in the event that the Customer shall requests that the Supplier shall do so.</p>

## C2300 Change Control Procedure

<p><b>C2301 Overview</b></p>	<p>The Supplier will work with the Customer adhering to the change control principles outlined in this Section.</p>
<p><b>C2302 Change Control – Principles</b></p>	<p>The Customer’s <i>Request for Change (RFC) template</i> is included as Appendix 39 of the Specification Document.</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• adhere to the Customer’s Request for Change (RFC) process when delivering the Services and throughout the lifetime of the contract;</li> <li>• provide any content required within the template pro-forma RFC, Impact Assessment (IA) and Contract Change Notifications (CCN) template documents, as may be required by the Project Manager or the Commercial Manager (as may be sponsoring the specific change) and have the Customer Lead formally confirm satisfaction;</li> <li>• use the numbering system implemented by the Census Transformation (CTP) PMO for each of (the RFC, IA and CCNs);</li> <li>• work with the Customer Manager to complete any Impact Assessments as a result of an RFC being raised within 5 Working Days of the RFC being presented to the Supplier (whether such RFC is raised by the Customer or the Supplier); and</li> <li>• Provide written confirmation (where required) that the Supplier is satisfied with the content of the IA prior to the IA being submitted by the Customer Manager to the PMO for processing.</li> </ul> <p>A key aspect of the Change Control Procedure will be managing Changes to scope and timescales where the specific Deliverable is part of the integrated system overseen by the Customer.</p> <p>The Customer therefore reserves the right to engage directly with the Supplier if and when these Deliverables are impacted by a Change and the Supplier shall provide the Customer with any and all information to understand the impact of proposed Changes. All documentation shall be updated accordingly.</p>
<p><b>C2303 Change Control – Raising an RFC (Supplier)</b></p>	<p>The Customer’s <i>Request for Change template</i> is included as Appendix 39 of the Specification Document.</p> <p>Should the Supplier wish to raise an RFC, the following process shall apply:</p> <ul style="list-style-type: none"> <li>• The Customer Manager will initially raise the RFC for and on behalf of the Supplier. Prior to doing so, it is expected that the Supplier will have had discussions with the Customer Lead, the Project Manager and all relevant parties impacted by the RFC;</li> <li>• The Supplier shall support the Customer Manager to complete the draft of the RFC within 3 Working Days of the RFC being raised, ensuring entries (including all known costings) are made in the relevant part of the RFC as required;</li> </ul>

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- The Supplier shall liaise with the Customer Manager responding to any queries or questions raised by the Customer (including members of the Change Control Board);
- The Supplier shall support the Customer Manager with progress of the RFC through the Customer's change control procedures. As a minimum, this may include the Supplier attending (in person or via telephone conference) any meetings including but not limited to the Change Control Board as required to progress the RFC;
- The Supplier shall work with the Customer Manager to complete any IAs a result of an RFC being raised within 5 Working Days of the RFC being issued for IA; and
- Once the Customer has Approved the RFC the Customer Manager will be responsible for issuing all CCNs to the relevant parties within 3 Working Days following the date of Approval. The Supplier shall sign and return to the Customer Manager all CCNs issued within 5 Working Days. On completion, the revised contract documentation will be placed under configuration control. The Supplier will be expected to comply with this process.

In very exceptional circumstances, suppliers will allow the Customer to authorise RFCs outside of the normal parameters (i.e. board meetings) on the Supplier's behalf with all relevant paperwork followed up accordingly. The Customer shall make all reasonable endeavours to contact the Supplier to participate in the decision-making. The Supplier shall be required to provide emergency (24 hour, seven day a week) contact details for use throughout the Contract Period.

An RFC will be classified into one of the following categories:

- Resource;
- Scope;
- Time;
- Cost;
- Quality;
- Technological and
- Contractual.

The Customer Manager shall:

- work also closely with the Programme PMO, the Project Manager, and (where required) the Devolved Administrations so as to ensure the smooth application of all the above-mentioned processes;
- be responsible for raising any RFC on behalf of the Suppliers and completing the raised RFC within 5 Working Days of the RFC being raised;
- be responsible for obtaining written evidence that the Supplier agrees with the content of the RFC;
- be responsible for completing all IAs completed (working with the Supplier) within 5 Working Days of request and providing evidence that

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	<p>the supplier agrees with its content;</p> <ul style="list-style-type: none"><li>• be responsible for getting the Supplier's signature on all CCNs, ensuring the Suppliers agreement to amendments to contracts within 3 Working Days; and</li><li>• Provide the Programme PMO with fortnightly updates on their assigned contracts via email.</li></ul>
<b>C2304 Change Control – Customer seeks to raise an RFC.</b>	Where the Customer wishes to raise an RFC, it shall use the established process, using the Request for Change template included as Appendix 39 of the Specification Document. The Supplier shall provide the assistance to this process, including supporting the Customer on the creation and input of IAs and CCNs.

## C2400 Exit Planning

<p><b>C2401 Overview</b></p>	<p>This Section describes provisions that should be included in the Exit Plan, the duties and responsibilities of the Supplier to the Customer leading up to and covering the Termination Date and the transfer of service provision to the Customer and / or a Replacement Supplier.</p> <p>The objectives of the exit planning and service transfer arrangements are to ensure a smooth transition of the availability of the Services from the Supplier to the Customer and / or a Replacement Supplier at the Termination Date.</p> <p>The Supplier shall note the contents of the Section and comply with the obligations set out below. In addition, where required, the Supplier shall ensure that any agreement with either Supplier Personnel or Sub-Contractors shall also incorporate the relevant provisions of this Section.</p>
<p><b>C2402 Obligations during the Agreement to facilitate exit</b></p>	<p>During the Agreement, the Supplier shall:</p> <ul style="list-style-type: none"> <li>• create and maintain a register of all Sub-Contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services (the "<b>Register</b>");</li> <li>• create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Services, which shall contain sufficient detail to permit the Customer and / or Replacement Supplier to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption;</li> <li>• agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and</li> <li>• at all times keep the Registers up to date, in particular in the event that Supplier Assets, Sub-Contracts or other relevant agreements are added to or removed from the Services.</li> </ul> <p>The Supplier shall:</p> <ul style="list-style-type: none"> <li>• procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement; and</li> <li>• (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and / or capable of novation at the request of the Customer to the Customer (and / or its nominee) and / or any Replacement Supplier upon the Supplier ceasing to provide the Goods and / or Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.</li> </ul> <p>Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in this Section which the Supplier proposes to enter into after the Commencement Date is assignable and / or capable of novation to the Customer (and / or its nominee) and / or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and / or services to which the</p>

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	relevant agreement relates.
<b>C2403 Obligations to assist on retendering the Services</b>	<p>On reasonable notice at any point during the Agreement, the Supplier shall provide to the Customer and / or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and / or to facilitate any potential Replacement Suppliers undertaking due diligence:</p> <ul style="list-style-type: none"><li>• details of the Service(s);</li><li>• a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;</li><li>• an inventory of Customer Data in the Supplier's possession or control;</li><li>• details of any key terms of any third-party contracts and licences, particularly as regards charges, termination, assignment and novation;</li><li>• a list of on-going and / or threatened disputes in relation to the provision of the Services;</li><li>• all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under the Agreement such information to include the Staffing Information; and</li><li>• such other material and information as the Customer shall reasonably require</li></ul> <p>(together, the "Exit Information").</p> <p>The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).</p> <p>The Supplier shall:</p> <ul style="list-style-type: none"><li>• notify the Customer within five Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and / or Services and shall consult with the Customer regarding such proposed material changes; and</li><li>• provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within 10 Working Days of a request in writing from the Customer.</li></ul> <p>The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:</p> <ul style="list-style-type: none"><li>• prepare an informed offer for those Services; and</li><li>• not be disadvantaged in any subsequent procurement process compared</li></ul>

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	to the Supplier (if the Supplier is invited to participate).
<b>C2404 Exit Plan</b>	<p>The Supplier shall submit to the Customer (for the Customer's review and Approval) within a maximum of 3 months of the Commencement Date, and in any event prior to the Service Delivery Commencement Date, an Exit Plan which:</p> <ul style="list-style-type: none"><li>• sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and / or Services from the Supplier to the Customer and / or its Replacement Supplier on the expiry or termination of this Agreement;</li><li>• complies with the requirements set out in this Section;</li><li>• is otherwise reasonably satisfactory to the Customer.</li></ul> <p>The Customer will Approve the Exit Plan in accordance with the Deliverable Review and Assurance Process described in Section C2000 of this Specification Document.</p> <p>Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:</p> <ul style="list-style-type: none"><li>• how the Exit Information is obtained;</li><li>• the management structure to be employed during both transfer and cessation of the Services;</li><li>• the management structure to be employed during the Termination Assistance Period;</li><li>• a detailed description of both the transfer and cessation processes, including a timetable;</li><li>• how the Services will transfer to the Replacement Supplier and / or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);</li><li>• details of contracts (if any) which will be available for transfer to the Customer and / or the Replacement Supplier upon the Termination Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);</li><li>• proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Services following the Termination Date charged at rates agreed between the Parties at that time;</li><li>• proposals for providing the Customer or a Replacement Supplier copies of all documentation:<ul style="list-style-type: none"><li>○ used in the provision of the Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights</li></ul></li></ul>

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	<p style="text-align: center;">are owned by the Supplier; and</p> <ul style="list-style-type: none"><li>○ relating to the use and operation of the Services.</li><li>• proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Services;</li><li>• proposals for the identification and return of all Customer Property in the possession of and / or control of the Supplier or any third party (including any Sub-Contractor);</li><li>• proposals for the disposal of any redundant Services and materials;</li><li>• procedures to:<ul style="list-style-type: none"><li>○ deal with requests made by the Customer and / or a Replacement Supplier for Staffing Information;</li><li>○ determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and</li><li>○ identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees.</li></ul></li><li>• how each of the issues set out in this Section will be addressed to facilitate the transition of the Services from the Supplier to the Replacement Supplier and / or the Customer with the aim of ensuring that there is no disruption to or degradation of the Services during the Termination Assistance Period; and</li><li>• proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Services.</li></ul>
<p><b>C2405 Termination Assistance</b></p>	<p>The Customer may need the Supplier to assist it in the orderly winding down and/or transfer of the Services on the termination or expiry of the Agreement. Such assistance shall include the provision by the Supplier of any services or tasks that may be set out in the Exit Plan or, in the absence of an agreed or up-to-date Exit Plan, such services as the Customer may require in order to facilitate the orderly winding down of the Services and/or the orderly transfer of the Services to the Customer or to a Replacement Supplier (the "<b>Termination Assistance</b>") and shall be managed in accordance with Appendix 39 - Change Control, Impact Assessment and Contract Change Notification. Examples of Termination Assistance required could include the transfer of data which relates to the Services, the transfer of documentation, the explanation of processes used in the Services etc.</p> <p>If the Customer requires Termination Assistance, it will give the Supplier a written "<b>Termination Assistance Notice</b>" setting out:</p> <ul style="list-style-type: none"><li>• the date from which Termination Assistance is required;</li><li>• the nature of the Termination Assistance that is required; and</li><li>• the period during which the Termination Assistance will be required ("<b>The Termination Assistance Period</b>"). This period shall continue no</li></ul>



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	<p>longer than 12 months after the date that the Supplier ceases to provide the Services.</p> <p>The Customer will seek to give the Supplier sufficient notice of its need for Termination Assistance Services. Specifically, the Customer will give the Termination Assistance Notice:</p> <ul style="list-style-type: none"><li>• at least 2 months prior to the Expiry Date (if the Termination Assistance is required because the Agreement is due to expire); or</li><li>• if the Termination Assistance is required due to the fact that the Agreement is being terminated early, as soon as reasonably practicable and in any event, not later than 1 month following the service by either Party of a Termination Notice.</li></ul> <p>If the Customer finds that it needs to extend the Termination Assistance Period beyond the period originally specified in the Termination Assistance Notice, it may do this by giving written notice to the Supplier. However:</p> <ul style="list-style-type: none"><li>• the Customer shall not be permitted to extend the Termination Assistance Period for more than 12 months after the date the Supplier ceases to provide the Services; and</li><li>• the Customer must notify the Supplier of its intention to extend the Termination Assistance Period no later than 20 Working Days prior to the date on which the Termination Assistance Period is otherwise due to expire.</li></ul> <p>If the Customer finds that it no longer needs the provision of Termination Assistance from the Supplier, it may terminate its requirement for Termination Assistance by serving not less than 20 Working Days' written notice upon the Supplier to such effect.</p>
<p><b>C2406 Termination Assistance Period</b></p>	<p>Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:</p> <ul style="list-style-type: none"><li>• continue to provide the Services (as applicable) and, if required by the Customer provide the Termination Assistance;</li><li>• in addition to providing the Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and / or Services to continue without interruption following the termination or expiry of this Agreement and to facilitate the orderly transfer of responsibility for and conduct of the Goods and / or Services to the Customer and / or its Replacement Supplier;</li><li>• use all reasonable endeavours to reallocate resources to provide such assistance as referred to in this Section without additional costs to the Customer;</li><li>• provide the Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise; and</li><li>• at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.</li></ul> <p>Without prejudice to the Supplier's obligations within this Section, if it is not possible for the Supplier to reallocate resources to provide such assistance without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Change Control</p>

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	<p>Procedure.</p> <p>If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and / or Services and provision of the Termination Assistance Services during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level, the Parties shall vary the relevant Service Level and / or the applicable Service Credits to take account of such adverse effect.</p>
<b>C2407 Termination obligations</b>	<p>The Supplier shall comply with all of its obligations contained in the Exit Plan.</p> <p>Upon 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 Section), the Supplier shall:</p> <ul style="list-style-type: none"><li>• cease to use the Customer Data;</li><li>• provide the Customer and / or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);</li><li>• erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;</li><li>• return to the Customer such of the following as is in the Supplier's possession or control:<ul style="list-style-type: none"><li>○ all materials created by the Supplier under this Agreement in which the IPRs are owned by the Customer;</li><li>○ any equipment which belongs to the Customer;</li><li>○ any items that have been on-charged to the Customer, such as consumables;</li><li>○ all Customer Property issued to the Supplier (such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear)); and</li><li>○ any sums prepaid by the Customer in respect of Services not delivered by the Termination Date.</li></ul></li><li>• vacate any Customer Premises;</li><li>• remove the Supplier Equipment together with any other materials used by the Supplier to supply the Services 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 and / or any Supplier Personnel;</li></ul> <p>Upon 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 Section), each Party shall return to the other Party</p>

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	<p>(or if requested, destroy or delete) all Confidential Information of the other Party 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 services or for statutory compliance purposes.</p> <p>Except where the Agreement provides otherwise:</p> <ul style="list-style-type: none"><li>• any and all licences, leases and authorisations, and</li><li>• any and all Supplier Equipment, Other Customer Services, facilities, supplies, Solutions and Licenses (provided by either the Supplier or Others in accordance with Section B1400 of this Specification Document)</li></ul> <p>in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period.</p> <p>All activities shall be completed by the agreed termination date.</p>
<p><b>C2408 Assets and Subcontracts</b></p>	<p>Following notice of termination of the Agreement and during the Termination Assistance Period, the Supplier shall not, without the Customer's prior written consent:</p> <ul style="list-style-type: none"><li>• terminate, enter into or vary any Sub-Contract;</li><li>• (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets; or</li><li>• terminate, enter into or vary any licence for software in connection with the provision of Services.</li></ul> <p>Within 20 Working Days of receipt of the up-to-date Registers provided by the Supplier, the Customer shall provide written notice to the Supplier setting out:</p> <ul style="list-style-type: none"><li>• which, if any, of the Transferable Assets the Customer requires to be transferred to the Customer and / or the Replacement Supplier ("<b>Transferring Assets</b>");</li><li>• which, if any, of:<ul style="list-style-type: none"><li>○ the Exclusive Assets that are not Transferable Assets; and</li><li>○ the Non-Exclusive Assets,</li></ul></li></ul> <p>the Customer and / or the Replacement Supplier requires the continued use of; and</p> <ul style="list-style-type: none"><li>• which, if any, of Transferable Contracts the Customer requires to be assigned or novated to the Customer and / or the Replacement Supplier (the "<b>Transferring Contracts</b>")</li></ul> <p>in order for the Customer and / or its Replacement Supplier to provide the Services from the expiry of the Termination Assistance Period.</p> <p>Where requested by the Customer and / or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and / or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and / or its Replacement Supplier requires to provide the Services and / or Replacement Services.</p> <p>With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and / or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of</p>

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	<p>the Transferring Asset has been partially or fully paid for through the Charges at the Termination Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Charges.</p> <p>Risk in the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title to the Transferring Assets shall pass to the Customer or the Replacement Supplier (as appropriate) on payment for the same.</p> <p>Where the Supplier is notified in accordance with this Section that the Customer 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:</p> <ul style="list-style-type: none"><li>• procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and / or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which</li><li>• procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.</li></ul> <p>The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and / or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.</p> <p>The Customer shall:</p> <ul style="list-style-type: none"><li>• accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and</li><li>• once a Transferring Contract is novated or assigned to the Customer and / or the Replacement Supplier, carry out, perform and 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.</li></ul> <p>The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and / or the Replacement Supplier has been effected.</p> <p>The Supplier shall indemnify the Customer (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 the Customer (and / or Replacement Supplier) in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.</p>
<b>C2409 Equipment disposal</b>	<p>All equipment potentially holding Customer Data, credentials, or configuration information for the service shall be identified. Storage media which has held Customer Data shall be appropriately sanitised or securely destroyed at the end of its lifecycle. Accounts or credentials specific to the redundant equipment must be revoked. On disposal of the equipment or data, a destruction certificate should be issued by the Supplier to the Customer which identifies the asset.</p> <p>Once equipment used to deliver the service reaches the end of its useful life it should be disposed of in a way that does not compromise the security of the service or Customer Data.</p>

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<p><b>C2410 Supplier Personnel</b></p>	<p>The Customer and the Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Services (or part of them) for any reason, the staff transfer provisions (if any) in the Agreement shall apply.</p> <p>The Supplier shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the Customer to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Customer and / or the Replacement Supplier and / or Replacement Sub-Contractor.</p> <p>During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-Contractor shall:</p> <ul style="list-style-type: none"> <li>• give the Customer and / or the Replacement Supplier and / or Replacement Sub-Contractor reasonable access to the Supplier's personnel and / or their consultation representatives to present the case for transferring their employment to the Customer and / or the Replacement Supplier and / or to discuss or consult on any measures envisaged by the Customer, Replacement Supplier and / or Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees; and</li> <li>• co-operate with the Customer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services.</li> </ul> <p>The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.</p> <p>The Supplier shall not for a period of 12 months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and / or the Replacement Supplier except that this shall not apply where an offer is made pursuant to an express right to make such offer under the staff transfer provisions (if any) in the Agreement in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.</p>
<p><b>C2411 Charges</b></p>	<p>Except as otherwise expressly specified in this Agreement, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Section including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.</p>
<p><b>C2412 Apportionments</b></p>	<p>All outgoing and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and / or the Replacement Supplier and the Supplier (as applicable) as follows:</p> <ul style="list-style-type: none"> <li>• the amounts shall be annualised and divided by 365 to reach a daily rate;</li> <li>• the Customer shall be responsible for (or shall procure that the Replacement Supplier 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</li> <li>• the Supplier shall be responsible for or entitled to (as the case may be) the</li> </ul>

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	<p>rest of the invoice.</p> <p>Each Party shall pay (and / or the Customer shall procure that the Replacement Supplier shall pay) any monies due under this Section as soon as reasonably practicable.</p>
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## C2500 Integration

<p><b>C2501 Testing Overview</b></p>	<p>The “Programme” will follow an iterative testing approach whereby we will bring together elements of the end to end service at defined points in time during development/delivery to support testing of specific scenarios or groups of scenarios. These are identified by the ‘Programme’ as Service Test Events.</p> <p>These Service Test Events will include unit testing, integration testing and operational readiness testing</p> <p>The objective of these Service Test Events is:</p> <ul style="list-style-type: none"> <li>• To provide assurance to the “Programme” of the growing maturity of the services</li> <li>• To provide assurance to the “Programme” of the growing maturity of the integration of these services</li> <li>• To enable the programme to evolve the operational management procedures.</li> <li>• To enable the programme to confirm the operational design is optimal.</li> </ul> <p>Over the delivery period up to 2021 live operation the ‘Programme’ has identified circa 80 Service Test Events. These vary significantly in size bringing together groups of interrelated services with the smallest Service Test Events encompassing 2 or 3 services or partial services and the largest being the 2019 Rehearsal. Where only partial services or the interface to a service is needed to support a scenario, only those components of the Service essential to test that scenario will be required. Similarly, where an interface is required in the test but the linked business service is not then ‘mock’ services may be used. Service test events may include 1 or more suppliers as well as internally provisioned services.</p> <p>Suppliers are required to support Service Test Events where they are supplying a service, component and/or interfaces included in an event. This support will involve 1 or more of the following activities depending on the scope and scale of the scenario</p> <ul style="list-style-type: none"> <li>• Collaborative planning of the Service Test Event in the lead up to the test. The duration of this collaboration will be dependent on the complexity of the Service Test Event.</li> <li>• Provision of Services or interim components when a partial service being delivered by the supplier is within the scope of the test events.</li> <li>• Provision of interfaces where these are within the scope of the supplier delivery and the test event</li> <li>• Supplier engagement in the test via test issues management processes and regular cross-party meetings as defined by the ‘Programme’</li> </ul>
<p><b>C2502 Testing Types</b></p>	<p>The Customer have identified a number of testing types that will be required:</p> <ul style="list-style-type: none"> <li>• <b>Design Validation Testing</b> - Explores the impact of design decisions to ensure the statistical and operational design is clear and effective.</li> <li>• <b>Component Testing</b> - Verifies that the system/ process /documentation for one or more Components of a Service comply with the design and meets the required quality criteria. This includes integrating Components within the same Service.</li> <li>• <b>Service Integration Testing</b> - Ensures that two or more Services exchange the right information /material etc to support the end to end 2021 Census delivery.</li> <li>• <b>Operational Readiness Testing</b> - Ensures everything is adequately in place to meet the operational schedule, support and deliver a successful</li> </ul>

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	<p>operation in terms of technology, contract, people and processes.</p> <ul style="list-style-type: none"> <li>• <b>Non-Functional Testing (Conducted as part of the above Testing Types)</b> -Verifies that the solution meets the Non Functional requirements and attributes.</li> </ul> <p>These testing types are described in more detail below along with the expected involvement of the supplier</p>
<p><b>C2503</b> <b>Assurance of Supplier Testing</b></p>	<p>Several Components of the 2021 Census solution will be developed and delivered by suppliers. The supplier solutions will be integrated and tested by 2021 Census and suppliers at the earliest possible opportunities. In addition, the Customer will perform assurance activities to ensure that the Component delivered both meets the required quality and timescales.</p> <p>The assurance activities could include:</p> <ul style="list-style-type: none"> <li>• Demonstrations of the component or interface at various points of the development</li> <li>• Making available part completed solutions to 2021 Census staff at stages of development</li> <li>• Reviews of the supplier test documentation including test strategy, plan, scripts, results and defects</li> <li>• Witnessing of test execution</li> <li>• Receiving and reviewing regular progress reports.</li> </ul> <p>The assurance performed should be a balance to ensure that the Programme has confidence in the delivery of the supplier without causing delays and introducing unnecessary work.</p>
<p><b>C2504</b> <b>Design Validation Testing</b></p>	<p>Design Validation explores the impact of design decisions to ensure the statistical and operational design is cogent and effective. The testing is usually self-contained within a Component but can be performed across Components where available or where needed to answer a design question.</p> <p>There is likely to be multiple instances of Design Validation testing happening in a Component at any one time. Design Validation asks the questions: Should we use this? Do users accept this? Do users understand this? Can this be practically implemented? Does this meet the statistical quality objectives? This testing is less about whether we met an acceptance criteria or an expected result and is more about discovering the impact and outcome so that a design decision can be made on how the operation will execute a business service.</p> <p>Design Validation can include testing of a system, process or document. Testing methods that could be applied include:</p> <ul style="list-style-type: none"> <li>• <b>Qualitative tests</b> such as small-scale surveys (user research), focus groups etc – to assess attitudes and experience in order to focus later work concerned with user engagement. This will cover both public attitudes to first engagement and interaction with online systems.</li> <li>• <b>Cognitive tests</b> such as small-scale surveys (user research), focus groups etc – to assess if the users understand what they are supposed to do and how they should do it. For example, do they understand the question that is being asked of them or do they understand how to use the tool they are being asked to use.</li> <li>• <b>Quantitative tests</b> such as larger scale surveys (user research) with potentially split samples to validate the best approach for encouraging the best quality and quantity of response and develop the best user experience. E.g. question wording, help guidance, and follow up patterns.</li> <li>• <b>Statistical analysis</b> which is predominantly proof of concept research concerned with integrating admin data and evaluating new and improved methods.</li> </ul> <p><i>Design Validation testing is owned by the Customer and is not expected to involve</i></p>



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	<p><i>the Supplier unless there are exceptional circumstances.</i></p>
<p><b>C2506</b> <b>Component Testing</b></p>	<p>Component testing verifies that the system / process/ documentation for the Component comply with the design and meet the required quality criteria. This is sometimes also known as Unit, Integration and System Testing.</p> <p>The Component testing is the testing that the project teams believe is necessary to make their Component ready to be integrated with other Services against the agreed requirements, designs and interfaces. The testing will be needed to ensure that each individual part and function of a Component works, as well as ensuring that the whole Component works. This also includes integrating Components with other Components within the same Service.</p> <p>For any Components being tested it is important that both functional, non-functional (see below) and data testing occurs. This may be to load or migrate the data that the Component will use. The testing should ensure that the data is correctly mapped and is complete.</p> <p>Within Component testing there are several considerations needed to ensure that the Component is fit for the purpose it was intended. Low level testing will be needed to check that individual functions and low-level actions can be conducted, at a higher level we will need to check that end to end business scenarios and user journeys within the Component and Service can be completed. This is often referred to as the difference between system level testing and user Acceptance Testing. These levels of testing can sometimes be conducted together and sometimes are separate for example where system level testing is conducted by Suppliers, followed by user Acceptance Testing being conducted by the Customer. It is important to recognise that these two levels of testing are required to check that the user requirements are built as specified (e.g. system level) and the service meets the users' needs (e.g. User Acceptance level).</p> <p><b><i>Component testing is the responsibility of the Supplier where the Component is created or owned by the Supplier. The testing will involve unit and system level testing and any support for user Acceptance Testing needed. The testing may also require non-functional testing where specified.</i></b></p>
<p><b>C2507</b> <b>Service Integration Testing</b></p>	<p>Service Integration ensures that the required business services exchange the right information to support the end to end Census delivery. This will test the integration of one or more systems and processes and verify the flow of data, interaction between the interfaces and touch points between the processes. The interfaces with their inputs and outputs are defined in the Census operational design documentation.</p> <p>Where a Component interface is not available in the required timescales it may be necessary to use a 'test harness' (or mock Service interface if this is not an IT interface) to mimic the response or input from that Component. The test harness will need to be created specifically for this purpose and this will likely need to be requested from the IT developer of the system. This will be created by the supplier that requires the test harness and may need to be based on assumptions about the future service prior to the later Service Integration testing.</p> <p><b><i>Service Integration testing is the joint responsibility of the two interface points. This may be Supplier to Customer, or Supplier to Supplier. The testing will involve System Integration testing and may also require non-functional testing where specified.</i></b></p>
<p><b>C2508</b> <b>Operational Readiness Testing</b></p>	<p>Operational Readiness Testing assurance work stream of the Census Transformation Programme (CTP) operations project is responsible for managing Operational Readiness Testing by working in collaboration with the other CTP projects and extensively across the Programme with stakeholders.</p> <p>Operational Readiness Testing (ORT) builds upon all testing activities to ensure that all systems, services and end to end processes for the 2019 Rehearsal (and thereafter 2021 Census) are tested, integrated and operationally ready and thereby</p>

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	<p>contributes towards Operational Readiness and Assurance</p> <p>Operational Readiness Testing Assurance (ORA) ensures everything is in place ready to operate, support and deliver a successful operation in terms of technology, contract, people and processes.</p> <p>The Operational Readiness Testing scope is based around the Census operational design with focus on the key scenarios involving the components and business services tested in the testing types above including volume and performance testing. The testing approach ensures this will be incrementally built to enable testing to incrementally occur and enable an assessment of their readiness on a regular basis.</p> <p>Operational Readiness Testing Approach will mainly comprise the following:</p> <ul style="list-style-type: none"><li>• Identify the Operational acceptance criteria and list all the operational quality characteristics</li><li>• Review the acceptance criteria and quality characteristics to ensure that it is complete, unambiguous and measurable</li><li>• Design tests for key scenarios within the Census operational design through collaboration and proposal to Design Board</li><li>• Design tests for volume/performance within the Census operational design through collaboration and proposal to the Design Board/Project teams</li><li>• Monitor Unit and Service Integration testing from Project teams to identify impacts to Operational Readiness Testing early</li><li>• Facilitate project teams input to schedule the key scenario, volume and performance tests as early as possible</li><li>• Manage the team to run the key scenario, volume and performance tests incrementally</li><li>• Collect the results, fix and re-run (may result in changes)</li><li>• Report on Operational Readiness test assurance. In addition, provide an oversight on Component, Service Integration testing in terms of reporting progress centrally</li><li>• Present the Operational Readiness assessment and achieve approval from the delivery management board to proceed to operations at the appropriate time.</li></ul> <p><i>Operational Readiness Testing will likely involve testing and support with Suppliers and the same arrangements as detailed in the Service Integration Testing Approach will apply.</i></p>
<p><b>C2509</b> <b>Non Functional Testing</b></p>	<p>Non functional testing is conducted to ensure that the non-functional requirements have been met; this verifies aspects that may not be related to a specific function or user action such as 'How many people can login at once?'. Non functional testing is not only required for the IT systems, it is also needed to verify aspects such as 'Do we have enough capacity to store and secure paper?'</p> <p>This testing will not be conducted as a separate test phase and will instead be conducted across the Component, Service Integration and Operational Readiness Testing. Where it is required the testing should be baked into the testing that is conducted from the start.</p> <p>The testing may include:</p> <ul style="list-style-type: none"><li>• <b>Accessibility</b> - Ensures that the application being tested is usable by people with disabilities like hearing, colour blindness, and other disadvantaged groups</li><li>• <b>Concurrency</b> - Monitoring the effect while multiple users perform the same action at the same time</li><li>• <b>Failover and Recovery</b> - verify that the system can successfully failover and recover from a variety of hardware, software, or network malfunctions without undue loss of data or data integrity</li><li>• <b>Installation</b> - Ensure that the system can be installed under different conditions and verify that, once installed, the system operates correctly</li><li>• <b>Volume</b> - subjects the system to varying workloads to measure and</li></ul>

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	<p>evaluate the performance behaviours and ability of the system to continue to function properly under these different workloads. This should also include stress testing, where the highest volumes are used to find errors due to low resources or competition for resources</p> <ul style="list-style-type: none"> <li>• <b>Security and Access Control</b> - performed to ensure that established security rules, procedures, or regulations are properly handled by the system.</li> </ul> <p><i>Non Functional testing involvement from Suppliers are included in the testing types mentioned above.</i></p>
<p><b>C2510</b> <b>Managing interfaces</b></p>	<p>The delivery of the Services within the Programme environment will require the Supplier to manage a range of different interfaces with differing organisations retained by the Customer to deliver the Programme.</p> <p><i>Appendix 40, Supplier Integration</i> provides an indication of the interfaces that are relevant across the Programme. The Customer shall continue to develop these and engage with the Supplier accordingly.</p>
<p><b>C2511</b> <b>Supplier Coordination Meetings</b></p>	<p>If requested to do so, the Supplier shall attend Supplier Coordination Meetings with the Customer and Other Suppliers (and Other Third Parties if, in the opinion of the Customer, it is considered appropriate).</p> <p>It is presently envisaged that the Supplier Coordination Meetings may be held once every month, and will last approximately 3 hours.</p> <p>The Supplier Coordination Meetings shall be held at the Customer's Premises.</p> <p>The Customer shall record and take notes of the discussions held at the Supplier Coordination Meetings, and circulate the actions agreed with the attendees.</p>
<p><b>C2512</b> <b>Digital Services and Technology</b></p>	<p>Digital Services and Technology (DST) are responsible for delivering the infrastructure and services set out in the Office for National Statistics (ONS) Enterprise Architecture (EA) and Service Catalogue (SC). This includes products, platforms and technology DST build as well as services from third parties either through COTS/SaaS or by direct integration.</p> <p>Our key principles for integration are:</p> <ul style="list-style-type: none"> <li>• Data must be protected always and follow best practice to secure, maintain and manage the transfer of information, suppliers must demonstrate their compliance to ONS security requirements, which will be subject to review by ONS information assurance specialists</li> <li>• Integrations are kept to a minimum unless significant value can be delivered or essential to the delivery of the business process</li> <li>• All supplier systems requiring access by ONS staff should be accessible through a browser via a secure channel over the web</li> <li>• Suppliers should define how they would expect to meet data transfer requirements, it is the preference for ONS to minimise complex integrations where possible (the default will be secure file transfer or web access (HTTPS) transfer moving towards fully integrated APIs as required to meet a business objective)</li> <li>• When more complex integrations are agreed suppliers should demonstrate compatibility with ONS systems</li> </ul> <p>Within each contract specifications may be provided for integration, these are complimentary to the principles and should be considered together.</p>

## Section D. Appendices

**D100 List of Appendices for Section A. General Information**

<b>Appendix Number</b>	<b>Appendix Title</b>	<b>Version / Date</b>
1.	Programme Schedule Level 0 Milestones	v1.0 / 21022018
2.	Partnering Charter	v1.0 / 21022018
3.	Not used.	
4.	Not used.	
5.	Not used.	
6.	Not used.	
7.	Not used.	
8.	Not used.	
9.	Not used.	
10.	Not used.	

**D200 List of Appendices to Section B. Specific Requirements**

<b>Appendix Number</b>	<b>Appendix Title</b>	<b>Version / Date</b>
11.	Mobilisation and Planning Period Deliverables Schedule	1.0 / 21022018
12.	Service Development Period Deliverables Schedule	1.0 / 21022018
13.	Service Operations Period Deliverables Schedule	1.0 / 21022018
14.	Service Review and Closure (Exit) Period Deliverables Schedule	1.0 / 21022018
15.	Interface Diagram	1.0 / 21022018
16.	Operational Phases and Availability	1.0 / 21022018
17.	Volumes	1.0 / 21022018
18.	Management Information	1.0 / 21022018
19.	Technology Roles and Responsibilities	1.0 / 21022018
20.	Query Types	1.0 / 21022018
21.	Key Core Skills and Behaviours	1.0 / 21022018
22.	Customer Responsibilities	1.0 / 21022018
23.	Contact Centre User Journey	1.0 / 21022018
24.	Escalation User Journey	1.0 / 21022018
25.	2011 Census Language Support	1.0 / 21022018
26.	Continuous Testing	1.0 / 21022018
27.	Census Confidentiality Undertaking	1.0 / 21022018
28.	Not used	
29.	Not used	
30.	Not used	

**D300 List of Appendices to Section C. General Requirements**

<b>Appendix Number</b>	<b>Appendix Title</b>	<b>Version / Date</b>
31.	CTP Governance Strategy	1.0 / 21022018
32.	CTP PMO Configuration Management Summary	1.0 / 21022018
33.	CTP Reporting Template	1.0 / 21022018
34.	CTP Risks and Issue Log Template	1.0 / 21022018
35.	Initial Security Management Plan Template	1.0 / 21022018
36.	Equality and Diversity policy	1.0 / 21022018
37.	Sustainable Development Policy	1.0 / 21022018
38.	Quality Assurance Requirements	1.0 / 21022018
39.	Change Control, Impact Assessment and Contract Change Notification	1.0 / 21022018
40.	Supplier Integration	1.0 / 21022018

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Public Contact Centre**

### **Appendix B / Part 2 / Schedule 2 / Appendix 1**

### **Programme Schedule Level 0 Milestones**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**



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<b>Milestone ID</b>	<b>Official Milestone Title</b>	<b>Milestone Date</b>
PLM 007	Census Field Force People Services Partner contract in place	11/01/2019
PLM 008	White paper published	08/10/2018
PLM 011	Rehearsal Readiness Criteria met	13/09/2019
PLM 012	Census Rehearsal Day	13/10/2019
PLM 013	Census order (England and Wales) approvals	20/12/2019
PLM 014	2019 Spending Review	30/07/2019
PLM 015	Census Regulations (England) laid before Parliament	10/02/2020
PLM 016	Census Regulations (Wales) laid before Welsh Assembly	10/02/2020
PLM 017	CCS questions signed off	01/01/2020
PLM 018	Census Readiness criteria met	31/10/2020
PLM 019	Census Day	21/03/2021
PLM 020	Achieve National Statistics Accreditation	30/06/2021
PLM 021	Census collection operation complete	31/12/2021
PLM 022	Publication of census based LA estimates	30/03/2022
PLM 023	Final Admin Data Census Assessment Published	31/05/2023
PLM 024	Assessment of benefits published	31/07/2023
PLM 025	NS Recommendation on the Future Approach to Census and Population Statistics	29/12/2023
PLM 026	Deadline for supply of Census Statistics to Eurostat	31/03/2024
PLM 198	Publish Final Admin Data Census Research Outputs on the Size of the population including comparisons with 2021 Census Outputs	30/11/2022
PLM 199	Admin Data Census Public Consultation Completed	31/08/2023
PLM 231	Population Coverage Survey Fully Operational	31/12/2020
PLM 232	Decision about whether to transition to an Admin Data-led Population Statistics System	31/12/2022
PLM 233	Full Business Case Approved by HMT	31/03/2019



# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre**

**Appendix B / Part 2 / Schedule 2 / Appendix 2**

**Partnering Charter**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

## Partnering Charter

between

the Office for National Statistics (the **Customer**);

and

[insert name of Supplier] (the **Supplier**).

[and

[insert name(s) of Sub-Contractor(s)] (the **Sub-Contractor(s)**)]

### 1. INTRODUCTION

This Partnering Charter is referred to in Section A402 of the Specification Document to the [insert title of Supplier contract], which has been awarded to [insert name of Supplier] (the **Agreement**). For ease, it uses the same defined terms as are in the Agreement. The Partnering Charter shall be in place and run for the complete duration of the Agreement (referred to as 'the Contract Period' in the Agreement).

The Customer, the Supplier and any Sub-Contractors engaged by the Supplier are the **Partners** to this Partnering Charter. The Supplier acknowledges that it is its responsibility to ensure that any Sub-Contractors that it uses to deliver the Services are aware of and agree to the terms of this Partnering Charter and comply with its terms.

The Partners agree to work with each other co-operatively and in partnership to discharge their responsibilities in relation to the Services and the overall objectives of the Programme, in accordance with the terms of the Agreement.

The Partners recognise that the Services to be provided under the Agreement form part of the wider Programme. The Customer has appointed a number of Other Suppliers to deliver services as part of the Programme and has responsibility for the end to end delivery of all services which form part of the Programme. In order to achieve this, the Customer will require each of the Other Suppliers to enter into a Partnering Charter in the same terms as this Partnering Charter.

This Partnering Charter is governed by the terms of the Agreement, and shall be legally binding upon the Partners.

### 2. BACKGROUND

The Census is often described as the largest peacetime operation carried out across the United Kingdom, reaching more than 25 million households and 56 million people. For the 2021 Census, the Customer plans to award multiple contracts across diverse specialisms to ensure the successful delivery of the predominantly-online census (for example, achieving a minimum of a 94% response rate with no local authority response rate being <80%).

It is vital to ensure that the Customer, as an agency of Government, has stringent terms and conditions in place for all of its contracts. However, the Customer sees the success of the 2021 Census can be far better achieved through the development and delivery of key partnering relationships with (and across multiple) supplier organisations. This approach is based on the key principle that the whole is greater than the sum of the parts.

The Customer wishes for this Partnering Charter to collaboratively tackle complex, cross-cutting issues more effectively, to help co-ordinate and align the 2021 Census Services better, and to work in an environment where the principles of partnering optimisation will be the underlying foundation.

### **3. CENSUS PROGRAMME VISION AND OBJECTIVES**

The Census Programme Vision is to make the best use of all available data in England and Wales to enhance the provision of population statistics.

The Census Programme Objectives are to:

1. Run a high quality 2021, predominantly online, census data collection operation;
2. Produce integrated outputs from census, administrative and survey data;
3. Make a recommendation about the future nature of the census and methods for the production of population statistics beyond 2021;
4. Protect, and be seen to protect, confidential personal data;
5. Maximise the potential for wider benefits to the Customer;
6. Provide value for money;
7. Maximise benefits from the Census for all stakeholders (local and central Government, public, private and voluntary sectors).

In assessing the achievement of the Census Programme Objectives, the Customer anticipates using the following success criteria:

- Achieving an overall response rate of at least 94 per cent;
- Achieving a response rate of at least 80 per cent for all local authorities;
- Achieving an online response rate of at least 75 per cent;
- Realising good value for money for the tax payer (benefits-v-costs);
- Protect and be seen to protect personal data;
- Delivering the first outputs within 12 months of Census Day; and
- Delivering a robust recommendation made about the future of the census and population statistics beyond 2021 (with sufficient evidence).

### **4. BENEFITS OF PARTNERING WORKING**

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The successful delivery of the 2021 Census relies on successful collaboration between the Partners, the Other Suppliers and Other Third Parties (as defined in the Agreement). The Supplier, together with any Sub-Contractor, acknowledges that partnering working is central to this objective. The Partners agree to work together and with the Other Suppliers and Other Third Parties to achieve the end to end achievement of the Census Programme Vision and Census Programme Objectives and to comply with their Partnering Duties (as described below).

In working with the Other Suppliers, the Partners will aim to secure the following non-exhaustive list of objectives:

- A better co-ordination and integration of the contracted services across the Programme;
- Improved flexibility and innovation, thus producing better and more credible solutions;
- Vastly improved communication and information-sharing across and between the Partners and the Other Suppliers;
- More efficient and effective use of resources to deliver value for money, including access to additional skills and expertise; and
- Greater capacity to plan and develop solutions, including pooling expertise and resources.

### 5. PARTNERING DUTIES

The Partners acknowledge that partnering working is based on the collaborative behaviours described in this paragraph 5.

The Supplier shall at all times adhere to the Collaborative Behaviours (section A403) and the Working with Other Third Parties section (section A500) both as detailed in the Specification Document when delivering the Services.

In addition, the Partners shall adhere to the following '**Partnership Behaviours**':

- Work at all times within a spirit of co-operation and partnership with each other and the Other Suppliers to ensure the delivery of the 2021 Census services to a high standard;
- Work together as a part of an integrated project team towards the delivery of the Census Programme Vision and Census Programme Objectives;
- Use reasonable endeavours to understand the obligations, goals, expectations, duties and objectives of the Partners and Other Suppliers in entering into and performing their obligations under their respective service contracts and this Partnering Charter;
- Communicate clearly, effectively and in a timely manner on all matters relating to the Agreement and this Partnering Charter; and
- Make the most efficient use of resources, and seek to achieve cost-effective savings to the benefit of the Partners and the Other Suppliers.

The Supplier shall attend all Supplier Coordination Meetings, as described more fully in the Agreement.

### 6. REPORTING, ISSUE RESOLUTION AND ESCALATION

Each Partner shall give an early warning to the other Partners of any:

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- Matter that they become aware of that could affect the achievement of any objective, obligation, or the like contained in this Partnering Charter; and/or
- Mistake, discrepancy or omission of which either Partner becomes aware within or between the Partnering Charter and the Agreement, and offer fair and reasonable solutions where practicable.

Such early warning should involve a written report detailing the issue and also their performance against the Partnering Duties set out in paragraph 5.

Where issues arise between the Partners in respect of this Partnering Charter, the Partners and, where applicable Other Suppliers, shall resolve differences by discussion and negotiation wherever possible. Where this is not possible and a matter has to be escalated, the Partners shall convene a review meeting where the Customer deems this to be reasonably necessary in accordance with paragraph 7.

### 7. REMEDIES

If in the Customer's reasonable opinion, the Supplier and/or Sub-Contractor persistently fail to:

- Assist the Customer in meeting the Census Programme Vision;
- Assist the Customer in meeting the Census Programme Objectives;
- Assist the Customer in securing the benefits of partnering working (see paragraph 4 above); and/or
- Adhere to the Partnering Duties set out in paragraph 5

(each of the above being a "**Breach of Partnering Duties**"), then the Customer may require that the Supplier and/or Sub-Contractor attend a review meeting (a '**Review Meeting**'). The Customer will give not less than five (5) Working Days' notice if this is required.

At the Review Meeting, the Supplier's Senior Director and/or any Sub-Contractor's Senior Director will be required to detail the remedial actions it/they will take to prevent a further Breach of Partnering Duties.

In the event that:

- the actions proposed by the Supplier and/or Sub-Contractor do not remedy the Breach of Partnering Duties; or
- the Customer reasonably believes that such actions are unlikely to remedy the Breach of Partnering Duties, or the timescales for delivering such actions are unsatisfactory; or
- twenty (20) Working Days after the Review Meeting, the Supplier and/or Sub-Contractor fail to implement the remedial actions;

then the Customer may request a Rectification Plan from the Supplier and/or Sub-Contractor to resolve the Breach of Partnering Duties. Details of the Rectification Plan process are set out in the Agreement.

If the Rectification Plan still fails to remedy the Breach of Partnering Duties within twenty (20) Working Days of agreement of the Rectification Plan, then the Customer will review the circumstances and may request an additional Rectification Plan but shall be entitled to treat the issue as material Default of the Agreement for the purposes of clause 58.1.3 of the Agreement.

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The Customer may publish a collaboration report which, at the Customer's sole discretion, will be accessible and available across Government.

### **8. MISCELLANEOUS**

The Partners shall at all times act reasonably and in good faith in relation to all matters that may arise under the Agreement. This mutual commitment to each other includes an obligation on each Partner to ensure that the other Partner is not unduly prejudiced in respect of their respective duties under the principle of Open Book Contract Management, as defined in the Agreement.

**Signed on behalf of the Customer**

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**ONS Deputy Director for Population and Public Policy**

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**Date**

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**Signed on behalf of the Supplier**

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**Supplier's Senior Director**

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**Date**

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**[Signed on behalf of the Sub-Contractor**

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**Sub-Contractor's Senior Director**

---

**Date]**

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# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 11**

**Mobilisation - Milestones, deliverables and acceptance criteria**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

## Appendix 11 – Mobilisation - Milestones, deliverables and acceptance criteria

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
Section C						
CCM01	<b>Project Execution Plan</b>	Deliver an approved Project Execution Plan to demonstrate the state of readiness of the Supplier to commence detailed design to manage the Services. This shall include (as a minimum):				
CCM01.1	Implementation Plan and Project Schedule	Critical Document Deliverable	5 <sup>th</sup> October 2018	Mobilisation and Planning Period - A	Implementation Plan: demonstrating a detailed plan of delivery against the Services as specified in section B1600. This shall include a detailed Project Schedule describing the work that needs to be performed, which resources will perform the work and the timeframes in which that work needs to be performed to Achieve the Services.	<p>The Implementation Plan should show the plan of key activities, deliverables and dependencies for delivery of the Services for the Rehearsal and Census demonstrating:</p> <ul style="list-style-type: none"> <li>• Key activities and milestones for implementation of the Services for the Rehearsal and Census in accordance with the Customer's Key Dates and Deliverables;</li> <li>• Key dependencies and dependency management plan, to ensure dependencies are managed and understood;</li> <li>• Key risks and issues for design and implementation;</li> <li>• Key interfaces - internal and external;</li> <li>• The approved plan for the provision of reporting and dashboards to enable the Customer to monitor and govern the solution provided in accordance with the MI provisions detailed in B1600 Specification of the Services.</li> </ul> <p>The Project Schedule should reflect all of the work associated with delivering the Services in accordance with the Specification covering all Deliverables including but</p>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<p>not limited to:</p> <ul style="list-style-type: none"> <li>• The key dates and critical path;</li> <li>• The Periods, Deliverable Dates and Payment Dates;</li> <li>• Any identified dependencies or interfaces;</li> <li>• A stakeholder engagement and communication plan is in place covering the Supplier, sub-contractors, the Customer, other suppliers and other departments;</li> <li>• Project initiation documents are in place covering governance;</li> <li>• All plans align with ONS policies and procedures.</li> </ul>
CCM01.2	Supplier's Management Plan	Document Deliverable	12 <sup>th</sup> October 2018	Mobilisation and Planning Period - A	Supplier's Management Plan: describing the strategic and systematic approach to resourcing the team to deliver the Services throughout the contract and managing the team in a way that would maximise their motivation and contribution towards delivering the Service.	<p>The Management Plan should include (but not be limited to) the following:</p> <ul style="list-style-type: none"> <li>• Goals and objectives;</li> <li>• Organisational structure and team profiles, including volumes;</li> <li>• Roles and accountabilities of the Supplier, the Customer and Other Third Parties are clearly documented;</li> <li>• Detailed governance structures to include weekly operational and monthly strategic meetings covering all work streams;</li> <li>• Manpower planning including On Boarding and scheduling including the management of peaks and troughs;</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<ul style="list-style-type: none"> <li>• Recruitment;</li> <li>• Training and development; and</li> <li>• Performance management.</li> </ul>
CCM01.3	Interface Management Plan	Critical Document Deliverable	24 <sup>th</sup> October 2018	Mobilisation and Planning Period - A	Interface Management Plan: Describing the process for the proper functioning of an integrated service composed of individual services and external dependencies in line with B1300 and C2500. The Supplier shall review the requirements, processes and procedures, and develop the Interface Management Plan that shall demonstrate how the Supplier will comply with these constraints.	<p>The Interface Management Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• general principles and processes for how the Supplier will engage and work with Others (as may be required) to deliver the Services;</li> <li>• an identification and confirmation of those interfaces that the Supplier considers relevant to the delivery of the Services;</li> <li>• details of those processes that the Supplier shall apply to control and manage the interfaces identified;</li> <li>• how the Supplier will report on their performance in managing the interfaces;</li> <li>• how the Supplier will accommodate flexibility (with addition of new, deletion of existing, or amendment of existing interfaces) as the Programme progresses;</li> <li>• how the Supplier will make arrangements to manage unexpected interfaces that may arise from time-to-time;</li> <li>• the assignment of responsibility and authority for interface management within the Service and external suppliers, stakeholders, systems and processes;</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<ul style="list-style-type: none"> <li>• the information to be exchanged over the interfaces with references to Interface Control Documents providing precise technical definitions of interface data flows and protocols;</li> <li>• the interface requirements including the scope of services, design, development, installation, integration, testing and commissioning of the systems and processes;</li> <li>• the technical strategy for developing, testing and deploying the interface including specification of the requirements, design and testing documentation required;</li> <li>• establishment of development schedules and resources required including the relationship between interface development milestones and overall project milestones;</li> <li>• the management and technical skills required for the associated development work, at each phase of the developers' project life cycles;</li> <li>• configuration management and quality management procedures relevant to interface development including identification of major reviews; and</li> <li>• interface development risks and risk management strategies.</li> </ul>
CCM01.4	Risk Management Plan	Document Deliverable	12 <sup>th</sup> November 2018	Mobilisation and Planning	Risk Management Plan: The Supplier shall manage risks throughout the	<p>The Risk Management Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• risk management process;</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
				Period - A	Service in accordance with the processes and procedures described in Section C500. The Supplier shall review these processes and procedures, and develop a Risk Management Plan that demonstrates how the Supplier will comply with these requirements.	<ul style="list-style-type: none"> <li>• risk identification and assessment;</li> <li>• monitoring and reviewing;</li> <li>• mitigation and contingency plans</li> <li>• description of the tools and methods of analysis that will minimise, delay or avoid potential risks, this should include but not be limited to:</li> <li>• a named individual in the Supplier’s organisation who shall be responsible for risk and critical issues management, and confirmation that this named individual is aware of the processes and procedures that will be used by the Customer to manage risks (as contained in Section C500 of the Specification Document and the criteria and categories by which the Customer group and classify risks;</li> <li>• a process for identifying, updating and recording of risks with a plan of mitigating actions for identified risks. Such plan to be of sufficient detail to evidence key controls operated on behalf of the Customer;</li> <li>• a template document that shall be aligned to the Customer’s Programme Risk Log, that shall be used by the Supplier for recording, monitoring and updating risks and an identified owner within the Supplier’s organisation that has been assigned for managing each identified risk;</li> <li>• a process by which the Supplier complies with the requirements for Early Notification set out in the</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<p>contract, including mention of the Supplier's proposals for:</p> <ul style="list-style-type: none"> <li>• attending Early Notification Meetings;</li> <li>• working with the Customer and Other Suppliers to coordinate risk mitigation where required / agreed;</li> <li>• a process for monitoring risks over the course of delivering the Services which includes an escalation route of risk and issues to the Programme SRO or an identified delegated senior officer; and</li> <li>• the Supplier's Risk and Issues Log as described in C504.</li> </ul>
CCM01.5	Incident Management Plan	Document Deliverable	7 <sup>th</sup> December 2018	Mobilisation and Planning Period - A	An Incident Management Plan: Demonstrating how the Supplier shall comply with Section C900 and Section C2100.	<p>The Incident Management Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• how incidents will be classified, reported, actioned, logged and resolved;</li> <li>• SLAs to be used in the management of incidents;</li> <li>• contingency process to be used; and</li> <li>• how the incident management Plan conforms to ISO 27035 Information Security Incident Management</li> </ul>
CCM01.6	Business Continuity and Disaster Recovery Plan	Critical Document Deliverable	23 <sup>rd</sup> November 2018	Mobilisation and Planning Period - A	A Business Continuity and Disaster Recovery Plan (BCDR): The Supplier shall manage the delivery of the Services so as, at all times,	<p>The requirements for the BCDR Plan are set out in Section C1902 of the Specification Document.</p> <p>The Supplier shall review these processes and procedures, and develop the BCDR Plan that shall demonstrate how</p>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
					to provide cover for their delivery of the Services to accord with the processes and procedures described in Section C1900 of the Specification Document.	the Supplier will comply with these requirements.
CCM01.7	Project Exit Plan	Critical Document Deliverable	7 <sup>th</sup> November 2018	Mobilisation and Planning Period - A	A draft Project Exit Plan: The Supplier shall manage the delivery of the Services so as, at all times, to ensure they will conclude delivery of the Services by no later than the Agreement Completion (Exit) Date. The Supplier shall therefore prepare for the Agreement Completion (Exit) Date at all times during the Contract Period.	The draft Project Exit Plan shall detail the processes and procedures that the Supplier shall follow to prepare for Contract Completion (Exit) Date as contained in Section C2400.  The Supplier shall review these processes and procedures, and develop the Draft Project Exit Plan that shall demonstrate how the Supplier will comply with these requirements.
CCM01.8	Digital Services and Technology Plan	Document Deliverable	5 <sup>th</sup> December 2018	Mobilisation and Planning Period - A	Deliver a Digital Services and Technology Plan: Demonstrating how the Supplier shall comply with Sections C1402 to C1408 and C2500.	The Digital Services and Technology Plan shall meet the requirements contained in Sections C1402 to C1408 and C2500.
CCM01.9	Information Security Management System	Document Deliverable	30 <sup>th</sup> November 2018	Mobilisation and Planning Period - A	Information Security Management System (ISMS): The Supplier shall develop and submit to the	The ISMS shall meet the requirements contained in Section C912.



Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
					Customer for the Customer's Approval an ISMS. The Supplier shall be responsible for the effective performance of the ISMS.	
Section B						
CCM02	Health and Safety Plan	Document Deliverable	2 <sup>nd</sup> October 2018	Mobilisation and Planning Period - A	The Supplier shall outline their health and safety policy.	The Health and Safety plan should contain (as a minimum): <ul style="list-style-type: none"> <li>• Location(s) of contact centre</li> <li>• Site(s) rules</li> <li>• Communication and cooperation</li> <li>• Site induction</li> <li>• Fire and emergency procedures</li> <li>• Accident and incident reporting</li> </ul>
CCM03	Configuration Management Plan	Document Deliverable	19 <sup>th</sup> October 2018	Mobilisation and Planning Period - A	The Supplier shall outline against the acceptance criteria the configuration management plan for project documentation.	The Configuration Management Plan shall contain (as a minimum): <ul style="list-style-type: none"> <li>• The Suppliers proposed approach to configuration management for project documentation</li> <li>• The Suppliers approach to reviewing documentation during the lifecycle of the agreement</li> <li>• The Suppliers proposed approach to updating documentation during the lifecycle of the agreement</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCM04	Solution Design document	Critical Document Deliverable	29 <sup>th</sup> October 2018	Mobilisation and Planning Period - A	The Supplier shall outline against the acceptance criteria the solution design for the service.	<p>The Solution Design document shall contain (as a minimum);</p> <ul style="list-style-type: none"> <li>• Confirmation of location(s) from which the solution will be delivered</li> <li>• Detailed technology architecture used to deliver the solution</li> <li>• High level view of how the solution will interface with the Customer's systems e.g. Response Management</li> <li>• Timeliness for build, testing and deployment of solution</li> <li>• Confirmation of any assumptions validated with the customer as part of the solution design</li> <li>• Processes and procedures to support the solution</li> </ul>
CCM05	Quality Management Plan	Document Deliverable	5 <sup>th</sup> November 2018	Mobilisation and Planning Period - A	The Supplier shall outline against the acceptance criteria the quality management plan for the service.	<p>The Quality Management Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• The Supplier's proposed approach to measuring quality during training</li> <li>• The Supplier's proposed approach to measuring quality during the 2019 Rehearsal and the 2021 Census operational periods, including but not limited to, voice of the respondent and voice of the advisor feedback</li> <li>• The tools the Supplier will deploy to measure quality during the 2019 Rehearsal and the 2021 Census operational periods</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<ul style="list-style-type: none"> <li>The key personnel from the Supplier and the Customer that the Supplier proposes to participate in the quality management process</li> <li>The Supplier's approach to using a Quality Management Scorecard</li> <li>The Supplier's approach to using a customer satisfaction/feedback tool (CSAT)</li> </ul>
CCM06	Telephone numbers for the 2019 Rehearsal and 2021 Census	Critical Service Deliverable	5 <sup>th</sup> November 2018	Mobilisation and Planning Period - A	The Supplier shall provide the telephone numbers acquired for census usage.	<p>The provision of telephone numbers shall:</p> <ul style="list-style-type: none"> <li>Support the agreed Supplier's solution</li> </ul>
CCM07	Draft Census Resource Plan	Critical Document Deliverable	19 <sup>th</sup> November 2018	Mobilisation and Planning Period - A	The Supplier shall outline against the acceptance criteria assurance that sufficient numbers of trained staff will be available to deliver the service.	<p>The Census resource plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>The number of advisors the Supplier identifies will be required to deliver support for the 2019 Rehearsal and the 2021 Census</li> <li>The number of team leaders the Supplier identifies will be required to deliver support for the 2019 Rehearsal and the 2021 Census</li> <li>A recruitment plan and timelines to achieve the number of advisors and team leaders identified, if required</li> <li>A training plan and timelines to ensure advisors and team leaders are capable of delivering the services required by Census operational date</li> <li>A summary of how the Supplier intends to resource the contact centre to deal with intra-day and intra-week support requirements</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<ul style="list-style-type: none"> <li>• The Suppliers approach to providing additional resources, at short notice, and ensuring they have been trained to an adequate level</li> <li>• The Supplier’s approach to minimising attrition during the 2021 Census operational period</li> <li>• What scenario planning will be undertaken to deal with fluctuations</li> </ul>

# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 12**

**Service Development Period - Milestones, deliverables and acceptance criteria**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

## Appendix 12 – Service Development Period - Milestones, deliverables and acceptance criteria

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCD01	Updated Business Continuity and Disaster Recovery Plan	Critical Document Deliverable	27 <sup>th</sup> August 2019	Service Development Period - B1	The Supplier shall describe how they will support and implement business continuity and disaster recovery.	The updated Business Continuity and Disaster Recovery Plan, shall contain (as a minimum): <ul style="list-style-type: none"> <li>• Updates to the Business Continuity and Disaster Recovery Plan, in light of any changes to the solution or service delivery approach</li> </ul>
CCD02	Updated Project Exit Plan	Document Deliverable	27 <sup>th</sup> August 2019	Service Development Period - B1	The Supplier shall provide an exit plan detailing all actions required to close out the 2019 Rehearsal operations and the Agreement including processes and timetable of deliverables.	The delivery of the updated Project Exit Plan shall contain (as a minimum): <ul style="list-style-type: none"> <li>• Updates to the Project Exit Plan, in light of any changes to the solution or service delivery approach</li> </ul>
CCD03	Demo of voice actors for IVR	Service Deliverable	3 <sup>rd</sup> January 2019	Service Development Period - B1	The Supplier shall provide a “demo” of voice actors for the Customer to choose for the IVR recordings.	The demo of voice actors for IVR messaging shall contain (as a minimum): <ul style="list-style-type: none"> <li>• 4 voice actors reading a selection of standard messages</li> <li>• Meet the standards, as outlined, by the Customer</li> </ul>
CCD04	Demo of music for holding	Service Deliverable	3 <sup>rd</sup> January 2019	Service Development Period - B1	The Supplier shall provide a “demo” of music for the Customer to choose for line waiting.	The demo of music shall contain (as a minimum): <ul style="list-style-type: none"> <li>• 4 music choices</li> <li>• Meet the standards, as outlined, by the Customer</li> </ul>
CCD05	Contact Centre Test Plan	Document Deliverable	17 <sup>th</sup> January 2019	Service Development Period - B1	The Supplier shall deliver a test plan to provide assurance to the	The Contact Centre Test Plan shall contain (as a minimum): <ul style="list-style-type: none"> <li>• How the Supplier will adhere to Section C2500</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
					Customer.	<ul style="list-style-type: none"> <li>How any issues will be rectified and reported against</li> </ul>
CCD06	2019 Rehearsal Exit Plan	Document Deliverable	31 <sup>st</sup> January 2019	Service Development Period - B1	The Supplier shall outline the exit plan from the 2019 Rehearsal operational phase.	<p>The 2019 Rehearsal Exit Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>The Suppliers approach to removing data from live systems following conclusion of the 2019 Rehearsal operational period</li> <li>The Suppliers approach to transferring data from live systems to the Customer following conclusion of the 2019 Rehearsal operational period</li> <li>A summary of the data the supplier wishes to retain for 2021 Census training purposes and where this will be stored</li> <li>The Suppliers approach to temporarily decommissioning the census account space and disposing of any materials contained within</li> <li>The Suppliers approach to temporarily suspending access to the census account space</li> </ul>
CCD07	Quality Assessment Scorecard	Document Deliverable	31 <sup>st</sup> January 2019	Service Development Period - B1	The Supplier shall undertake quality assessments to assure performance of advisors and identify any training needs.	<p>The Quality Assessment Scorecard, shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>The process for carrying out the quality assessment</li> <li>Frequency of quality assessments</li> <li>Sample size</li> <li>How the results will be collated and presented to the Customer</li> </ul>
CCD08	Customer Satisfaction tool (CSAT)	Service Deliverable	31 <sup>st</sup> January 2019	Service Development Period - B1	The Supplier shall undertake customer satisfaction surveys to assure the performance and quality of advisors.	<p>The customer satisfaction tool, shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>What questions will be asked</li> <li>The process for carrying out the customer satisfaction</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						<ul style="list-style-type: none"> <li>• Sample size</li> <li>• How the results will be collated and presented to the Customer</li> </ul>
CCD09	Messaging and music completed	Service Deliverable	1 <sup>st</sup> July 2019	Service Development Period - B1	The Supplier shall have completed the IVR messaging and obtained the music for holding.	<p>The messaging and music shall contain:</p> <ul style="list-style-type: none"> <li>• All messages recorded for use in the IVR</li> <li>• Music sourced for use during the 2019 Rehearsal and 2021 Census operations</li> </ul>
CCD10	Model contact centre operation	Critical Service Deliverable	1 <sup>st</sup> May 2019	Service Development Period - B1	The Supplier shall provide a model contact centre operation which the Customer can access to test call flows, routing and messaging.	<p>The Model contact centre operation shall enable (as a minimum):</p> <ul style="list-style-type: none"> <li>• The Customer access to demonstrate call flows, routing and messages</li> <li>• The Customer access to test call flows, routing, messages during the different census operational cycle</li> <li>• The Customer will approve the call flows, routing and messages using the model contact centre</li> </ul>
CCD11	2019 Rehearsal Testing	Critical Service Deliverable	1 <sup>st</sup> July 2019	Service Development Period - B1	The Supplier shall conduct full testing with the Customer to ensure the service.	<p>The 2019 Rehearsal Testing shall include (as a minimum):</p> <ul style="list-style-type: none"> <li>• Test scripts</li> <li>• Integration</li> <li>• Business scenario</li> <li>• End-to-End</li> <li>• Operational Readiness Testing (ORT)</li> </ul>
CCD12	2019 Rehearsal scripts	Critical Document Deliverable	17 <sup>th</sup> June 2019	Service Development Period - B1	The Supplier shall provide scripts to the Customer to provide confidence in the wording of responses not covered by the Customer's Online Help.	<p>The scripts shall contain wording for (as a minimum):</p> <ul style="list-style-type: none"> <li>• Welcome</li> <li>• Clarifying statements, depending on the routings</li> <li>• Questions</li> <li>• Closing</li> </ul>



Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCD13	2019 Rehearsal Training materials	Critical Document Deliverable	22 <sup>nd</sup> July 2019	Service Development Period - B1	The Supplier shall provide the training material for the Customer to sign off.	The 2019 Rehearsal Training materials, shall reflect (as a minimum): <ul style="list-style-type: none"> <li>• The training requirements outlined in Section B1612</li> <li>• The training structure outlined in Section B1612</li> <li>• The training materials outlined in Section B1612</li> <li>• The training delivery approach outlined in Section B1612</li> </ul>
CCD14	Business Continuity exercise	Service Deliverable	7 <sup>th</sup> August 2019	Service Development Period - B1	The Supplier shall undertake a desk exercise to provide assurance of the Business Continuity Plan.	The Business Continuity exercise shall contain (as a minimum): <ul style="list-style-type: none"> <li>• A walk through of business continuity with all key Supplier's staff and Customer's staff in attendance</li> <li>• Review of the walk through, including any recommendations and actions</li> </ul>
CCD15	2019 Rehearsal contact centre technology solution implemented	Service Deliverable	19 <sup>th</sup> August 2019	Service Development Period - B1	Provide assurance that the technology is ready for Go Live.	Acceptance criteria for the 2019 Rehearsal contact centre technology solution implemented shall comprise: <ul style="list-style-type: none"> <li>• Confirmation the solution build meets the solution design requirements</li> <li>• Confirmation that the solution has successfully passed test completion criteria</li> <li>• Confirmation that the solution has demonstrated sufficient scalability to adapt to additional contact volumes</li> <li>• Confirmation that the solution has passed the Customer's Go-no-Go criteria</li> </ul>
CCD16	Contact Centre complaints procedure	Document Deliverable	5 <sup>th</sup> August 2019	Service Development Period - B1	The Supplier shall provide a contact centre complaints procedure.	The Contact Centre complaints procedure shall contain (as a minimum): <ul style="list-style-type: none"> <li>• Process for handling complaints</li> <li>• Process for communicating complaints to the Customer</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCD17	2019 Rehearsal contact centre advisors and team leaders recruited	Service Deliverable	23 <sup>rd</sup> August 2019	Service Development Period - B1	Provide assurance that the contact centre will be adequately resourced.	Acceptance criteria for the 2019 Rehearsal contact centre advisors and team leaders recruited shall comprise (as a minimum): <ul style="list-style-type: none"> <li>• Evidence from the Supplier that the required number of advisors and team leaders have passed pre-employment checks, prior to commencing training</li> <li>• Evidence from the Supplier that the required number of advisors and team leaders have accepted contracts to support the census account</li> </ul>
CCD18	2019 Rehearsal contact centre advisors and team leaders successfully trained	Service Deliverable	13 <sup>th</sup> September 2019	Service Development Period - B1	Provide assurance that the contact centre staff are trained to the required standards.	Acceptance criteria for the 2019 Rehearsal contact centre advisors and team leaders successfully trained shall comprise: <ul style="list-style-type: none"> <li>• Evidence from the Supplier that the required number of advisors and team leaders have successfully passed the graduation test</li> </ul>
CCD19	Readiness Assessment for 2019 Rehearsal	Service Deliverable	16 <sup>th</sup> September 2019	Service Development Period - B1	Deliver an approved Contact Centre Assessment for 2019 Rehearsal to provide the Customer with confidence that the Supplier is ready for Go Live.	The Readiness Assessment for 2019 Rehearsal shall demonstrate the readiness, acceptance and solution implementation for Go Live for the operational phase.

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**Appendix B / Part 2 / Schedule 2 / Appendix 13**

**Service Operations Period - Milestones, deliverables and acceptance criteria**

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## Appendix 13 – Service Operations Period - Milestones, deliverables and acceptance criteria

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCO01	Census Coverage Survey (CCS) training completed	Service Deliverable	8 <sup>th</sup> November 2019	Service Operations Period – B2 – 2019 Rehearsal Operations	Deliver assurance that the advisors are trained in the Census Coverage Survey.	Confirmation from the Supplier that Advisors are trained in the CCS, shall contain: <ul style="list-style-type: none"> <li>Confirmation that the Advisors have completed the CCS training</li> <li>Telephone Capture Advisors have completed the CCS questionnaire training</li> </ul>
CCO02	Readiness assessment for Census Coverage Survey	Service Deliverable	11 <sup>th</sup> November 2019	Service Operations Period – B2 – 2019 Rehearsal Operations	Deliver an approved Census Coverage Survey Assessment to provide the Customer with confidence that the Supplier is ready for Go Live.	The Readiness Assessment for Census Coverage Survey shall demonstrate the readiness, acceptance and solution implementation for Go Live for the operational phase.
<b>Milestones</b>						
CCO03	Contact Centre for census Go Live	Critical Service Deliverable	23 <sup>rd</sup> September 2019	Service Operations Period – B2 – 2019 Rehearsal Operations	N/A	N/A
CCO04	CCS Contact Centre Go Live	Critical Service Deliverable	18 <sup>th</sup> November 2019	Service Operations Period – B2 - 2019 Rehearsal Operations	N/A	N/A
CCO05	Contact Centre closes	Service Deliverable	11 <sup>th</sup> December	Service Operations	N/A	N/A

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
			2019	Period – B2 - 2019 Rehearsal Operations		
CCO06	2019 Rehearsal Exit Plan activities completed	Document Deliverable	30 <sup>th</sup> January 2020	Service Operations Period – B2 – 2019 Rehearsal Review	To assure the Customer that the Exit Plan activities have been completed.	The 2019 Rehearsal Exit Plan activities completed, shall include (as a minimum): <ul style="list-style-type: none"> <li>Evidence that the 2019 Rehearsal exit activities outlined in the Project Exit Plan have been completed.</li> </ul>
CCO07	Transfer of 2019 Rehearsal data to the Customer	Critical Document Deliverable	30 <sup>th</sup> January 2020	Service Operations Period – B2 – 2019 Rehearsal Review	Provide agreed 2019 Rehearsal data to the Customer.	The Supplier shall deliver to the Customer: <ul style="list-style-type: none"> <li>Customer satisfaction comments</li> </ul>
CCO08	2019 Rehearsal Lessons Learnt document	Document Deliverable	28 <sup>th</sup> February 2020	Service Operations Period – B2 – 2019 Rehearsal Review	The Supplier shall provide their lessons learnt from the 2019 Rehearsal to the Customer.	The Supplier shall produce a 2019 Rehearsal Lessons Learnt document, which shall contain (as a minimum): <ul style="list-style-type: none"> <li>Summary of service delivery during the 2019 Rehearsal</li> <li>Recommendations for changes to the solution based on observations from the 2019 Rehearsal (where required) and emerging trends in contact centre technology</li> <li>Recommendations for changes to the training approach based on observations from the 2019 Rehearsal (where required)</li> <li>Draft action plan to implement any changes</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						outlined
CCO09	Account Management activities	Service Deliverable	On-going during this phase	Service Operations Period – B2 – Review and Agree Service Delivery Plans	To keep the Supplier aware of any changes to the census programme prior to the commencement of 2021 Census development.	<ul style="list-style-type: none"> <li>Respond to any Requests for change raised in this period</li> <li>Participate in any Supplier related keep warm activities organised by the Census Programme</li> </ul>
CCO10	Updated Business Continuity and Disaster Recovery Plan	Document Deliverable	8 <sup>th</sup> May 2020	Service Operations Period – B2 – Review and Agree Service Delivery Plans	The Supplier shall describe how they will support and implement business continuity and disaster recovery.	<p>The updated Business Continuity and Disaster Recovery Plan, shall contain (as a minimum)</p> <ul style="list-style-type: none"> <li>Updates to the Business Continuity and Disaster Recovery Plan, in light of any changes to the solution or service delivery approach</li> </ul>
CCO11	Updated Project Exit Plan	Document Deliverable	15 <sup>th</sup> May 2020	Service Operations Period – B2 – Review and Agree Service Delivery Plans	The Supplier shall provide an exit plan detailing all actions required to close out the Agreement including processes and timetable of deliverables.	<p>The delivery of the updated Project Exit Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>Updates to the Project Exit Plan, in light of any changes to the solution or service delivery approach</li> </ul>
CCO12	Refine Implementation Plan	Critical Document Deliverable	27 <sup>th</sup> March 2020	Service Operations Period – B2 – Review and Agree Service Delivery Plans	Deliver a Refined Implementation Plan to demonstrate a detailed plan of delivery against the Services as specified in Section B1600 for the 2021 Census.	<p>The Supplier shall produce a Refined Implementation Plan for 2021 Census, which shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>Any changes to the implementation plan for 2021 Census based on feedback from the 2019 Rehearsal</li> </ul>
CCO13	Finalise Census	Critical	3 <sup>rd</sup> April	Service	Assurance that sufficient	The final resource plan for 2021 Census document shall

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
	Resource Plan	Document Deliverable	2020	Operations Period – B2 – Review and Agree Service Delivery Plans	numbers of trained staff will be available to deliver the service.	<p>contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• The number of advisors the Supplier identifies will be required to deliver support for the 2021 Census</li> <li>• The number of team leaders the Supplier identifies will be required to deliver support for the 2021 Census</li> <li>• Recruitment plan and timelines to achieve the number of advisors and team leaders identified, if required</li> <li>• Training plan and timelines to ensure advisors and team leaders are capable of delivering the services required by Census operational date</li> <li>• A summary of how the Supplier intends to resource the contact centre to deal with intra-day and intra-week support requirements</li> <li>• The Suppliers approach to providing additional resources, at short notice, and ensuring they have been trained to an adequate level</li> <li>• What scenario planning will be undertaken to deal with fluctuations</li> </ul>
CCO14	Messaging completed	Service Deliverable	15 <sup>th</sup> October 2020	Service Operations Period – B2 - 2021 Census Development and Implementation	The Supplier shall have completed the IVR messaging and obtained the music for holding.	<p>The messaging shall contain:</p> <ul style="list-style-type: none"> <li>• All messages recorded for use in the IVR</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCO15	Model Contact Centre operation	Critical Service Deliverable	5 <sup>th</sup> November 2020	Service Operations Period – B2 - 2021 Census Development and Implementation	The Supplier shall provide a model contact centre operation which the Customer can access.	The Model contact centre operation shall enable (as a minimum): <ul style="list-style-type: none"> <li>• The Customer access to demonstrate call flows, routing and messages</li> <li>• The Customer access to test call flows, routing, messages during the different census operational cycle</li> <li>• The Customer will approve the call flows, routing and messages using the model contact centre</li> </ul>
CCO16	2021 Census scripts	Critical Document Deliverable	7 <sup>th</sup> December 2020	Service Operations Period – B2 - 2021 Census Development and Implementation	The Supplier shall provide scripts to the Customer to approve.	The scripts shall contain wording for (as a minimum): <ul style="list-style-type: none"> <li>• Welcome</li> <li>• Clarifying statements, depending on the routings</li> <li>• Questions</li> <li>• Closing</li> </ul>
CCO17	2021 Census Training materials	Critical Document Deliverable	7 <sup>th</sup> December 2020	Service Operations Period – B2 - 2021 Census Development and Implementation	The Supplier shall provide the training material for the Customer to sign off.	Acceptance criteria for the 2021 Census training materials shall comprise: <ul style="list-style-type: none"> <li>• Sign-off by the Customer’s Census Contact Centre Team of the training materials (see Section B1612)</li> </ul>
CCO18	2021 Census Testing	Critical Service Deliverable	14 <sup>th</sup> January 2021	Service Operations Period – B2 - 2021 Census Development and	The Supplier shall conduct full testing with the Customer to ensure the service.	The 2021 Census Testing shall include (as a minimum): <ul style="list-style-type: none"> <li>• Representative contact volumes and final infrastructure</li> <li>• Test scripts</li> <li>• Integration</li> </ul>



Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
				Implementation		<ul style="list-style-type: none"> <li>• Business scenario</li> <li>• End-to-End</li> <li>• Operational Readiness Testing (ORT)</li> </ul>
CCO19	2021 Census Contact Centre advisors and team leaders recruited	Service Deliverable	1 <sup>st</sup> February 2021	Service Operations Period – B2 - 2021 Census Development and Implementation	Provide assurance that the contact centre will be adequately resourced.	<p>Acceptance criteria for the 2021 Census contact centre advisors and team leaders recruited shall comprise (as a minimum):</p> <ul style="list-style-type: none"> <li>• Evidence from the Supplier that the required number of advisors and team leaders have passed pre-employment checks, prior to commencing training</li> <li>• Evidence from the Supplier that the required number of advisors and team leaders have accepted contracts to support the census account</li> </ul>
CCO20	Final Business Continuity and Disaster Recovery Plan	Critical Document Deliverable	1 <sup>st</sup> February 2021	Service Operations Period – B2 - 2021 Census Development and Implementation	The Supplier shall describe how they will support and implement business continuity and disaster recovery.	<p>The final Business Continuity and Disaster Recovery Plan, shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• Updates to the Business Continuity and Disaster Recovery Plan, in light of any changes to the solution or service delivery approach</li> </ul>
CCO21	Final Project Exit Plan	Critical Document Deliverable	1 <sup>st</sup> February 2021	Service Operations Period – B2 - 2021 Census Development and Implementation	The Supplier shall provide an exit plan detailing all actions required to close out the Agreement including processes and timetable of deliverables.	<p>The delivery of the final Project Exit Plan shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• Updates to the Project Exit Plan, in light of any changes to the solution or service delivery approach</li> </ul>
CCO22	2021 Census Readiness Assessment	Service Deliverable	22 <sup>nd</sup> February 2021	Service Operations Period – B2 -	Deliver an approved Contact Centre Assessment for 2021	The Readiness Assessment for 2021 Census shall demonstrate the readiness, acceptance and solution implementation for Go Live for the operational phase.

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
				2021 Census Development and Implementation	Census to provide the Customer with confidence that the Supplier is ready for Go Live.	
CCO23	2021 Census Contact Centre technology solution implemented	Service Deliverable	22 <sup>nd</sup> February 2021	Service Operations Period – B2 - 2021 Census Development and Implementation	Provide assurance that the technology is ready for Go Live.	Acceptance criteria for the 2021 Census contact centre technology solution implemented shall comprise: <ul style="list-style-type: none"> <li>• Confirmation the solution build meets the solution design requirements</li> <li>• Confirmation that the solution has successfully passed test completion criteria</li> <li>• Confirmation that the solution has demonstrated sufficient scalability to adapt to additional contact volumes</li> <li>• Confirmation that the solution has passed the Customer’s Go-no-Go criteria</li> </ul>
CCO24	2021 Census Contact Centre advisors and team leaders successfully trained	Service Deliverable	1 <sup>st</sup> March 2021	Service Operations Period – B2 - 2021 Census Development and Implementation	Provide assurance that the contact centre staff are trained to the required standards.	Acceptance criteria for the 2021 Census contact centre advisors and team leaders successfully trained shall comprise: <ul style="list-style-type: none"> <li>• Evidence from the Supplier that the required number of advisors and team leaders have successfully passed voice and non-voice training</li> </ul>
CCO25	CCS training completed	Service Deliverable	23 <sup>rd</sup> April 2021	Service Operations Period – B2 – 2021 Census Operations	Deliver assurance that the advisors are trained in the Census Coverage Survey.	Confirmation from the Supplier that Advisors are trained in the CCS, shall contain: <ul style="list-style-type: none"> <li>• Confirmation that the Advisors have completed the CCS training</li> <li>• Telephone Capture Advisors have completed the</li> </ul>

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
						CCS questionnaire training
CCO26	Readiness Assessment for Census Coverage Survey	Service Deliverable	26 <sup>th</sup> April 2021	Service Operations Period – B2 – 2021 Census Operations	Deliver an approved Census Coverage Survey Assessment to provide the Customer with confidence that the Supplier is ready for Go Live.	The Readiness Assessment for Census Coverage Survey shall demonstrate the readiness, acceptance and solution implementation for Go Live for the operational phase.
<b>Milestones</b>						
CCO27	Census Contact Centre Go Live	Critical Service Deliverable	1 <sup>st</sup> March 2021	Service Operations Period – B2 – 2021 Census Operations	N/A	N/A
CCO28	Census Coverage Survey Contact Centre Go Live	Critical Service Deliverable	3 <sup>rd</sup> May 2021	Service Operations Period – B2 – 2021 Census Operations	N/A	N/A
CCO29	Contact Centre closes	Service Deliverable	28 <sup>th</sup> May 2021	Service Operations Period – B2 – 2021 Census Operations	N/A	N/A

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**Appendix B / Part 2 / Schedule 2 / Appendix 14**

**Exit - Milestones, deliverables and acceptance criteria**

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## Appendix 14 – Exit - Milestones, deliverables and acceptance criteria

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
CCE01	Data transfer	Critical Document Deliverable	5 <sup>th</sup> July 2021	Service, Review and Closure (Exit) Period - C	The Supplier shall provide all required data to the Customer.	<p>The Supplier shall securely transfer digital and hard copy content to the Customer for archiving, as below:</p> <ul style="list-style-type: none"> <li>• Training materials</li> <li>• Final call flows, messaging and scripts</li> <li>• CRM data</li> <li>• Final CSAT data</li> </ul>
CCE02	2021 Census lessons learnt document	Document Deliverable	12 <sup>th</sup> July 2021	Service, Review and Closure (Exit) Period - C	The Supplier shall deliver a lessons learnt report that captures all lessons learnt and recommendations and will feed into a future census support.	<p>The Supplier shall produce a 2021 Census Lessons Learnt document, which shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• Lessons learnt from the development of the service</li> <li>• Lessons learnt from the operations of the service</li> <li>• Summary of service delivery during the 2021 Census</li> <li>• Recommendations to improve the next Census</li> </ul>
CCE03	Data disposal certificates	Critical Document Deliverable	19 <sup>th</sup> July 2021	Service, Review and Closure (Exit) Period - C	To provide assurance that all data has been disposed of to the required standards.	<p>The Supplier shall destroy/delete content securely and provide written confirmation/certification from the Supplier Security Manager that this has been completed.</p> <p>The acceptance criteria for Data Disposal Certificates shall comprise:</p> <ul style="list-style-type: none"> <li>• Confirmation from the Customer's Census Contact Centre Team that written confirmation/certification has been received.</li> </ul>
CCE04	Contract Evaluation report	Document Deliverable	19 <sup>th</sup> July 2021	Service, Review and	The Supplier shall provide the Contract Evaluation report	The Supplier shall produce a Contract Evaluation Report, which

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
				Closure (Exit) Period - C	which will feed into any future contact centre procurements.	<p>shall contain (as a minimum):</p> <ul style="list-style-type: none"> <li>• Summary of the service delivered over the life time of the agreement</li> <li>• Summary of the changes actioned over the life time of the agreement</li> <li>• Summary of the improvement activities actioned over the life time of the agreement</li> <li>• Feedback on engagement with the Customer</li> <li>• Considerations for mobilising a service for the 2031 Census</li> </ul> <p>The acceptance criteria for the Contract Evaluation Report shall comprise:</p> <ul style="list-style-type: none"> <li>• Sign off by the Customer's Census Contact Centre Team.</li> </ul>
CCE05	Decommissioning certificates	Critical Document Deliverable	26 <sup>th</sup> July 2021	Service, Review and Closure (Exit) Period - C	To provide assurance that all systems have been decommissioned to the required standards.	<p>The Supplier shall destroy/delete content securely and provide written confirmation/certification from the Supplier Security Manager that this has been completed.</p> <p>The acceptance criteria for Data Disposal Certificates shall comprise:</p> <ul style="list-style-type: none"> <li>• Confirmation from the Customer's Census Contact Centre Team that written confirmation/certification has been received.</li> </ul>
CCE06	Contract completion Report	Document Deliverable	3 <sup>rd</sup> September 2021	Service, Review and Closure (Exit) Period - C	Provide confirmation and evidence of contract completion showing how all aspects of the service have	Confirmation and evidence that all activities in the Project Exit Plan have been completed.

Ref	Deliverable	Type	Indicative Deliverable Date	Period	By the Deliverable Date, the Supplier shall...	The Customer shall seek to Accept the Deliverable with acceptance criteria including, but not limited to.....
					been completed and closed out.	

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Appendix B / Part 2 / Schedule 2 / Appendix 15

Interface Diagram

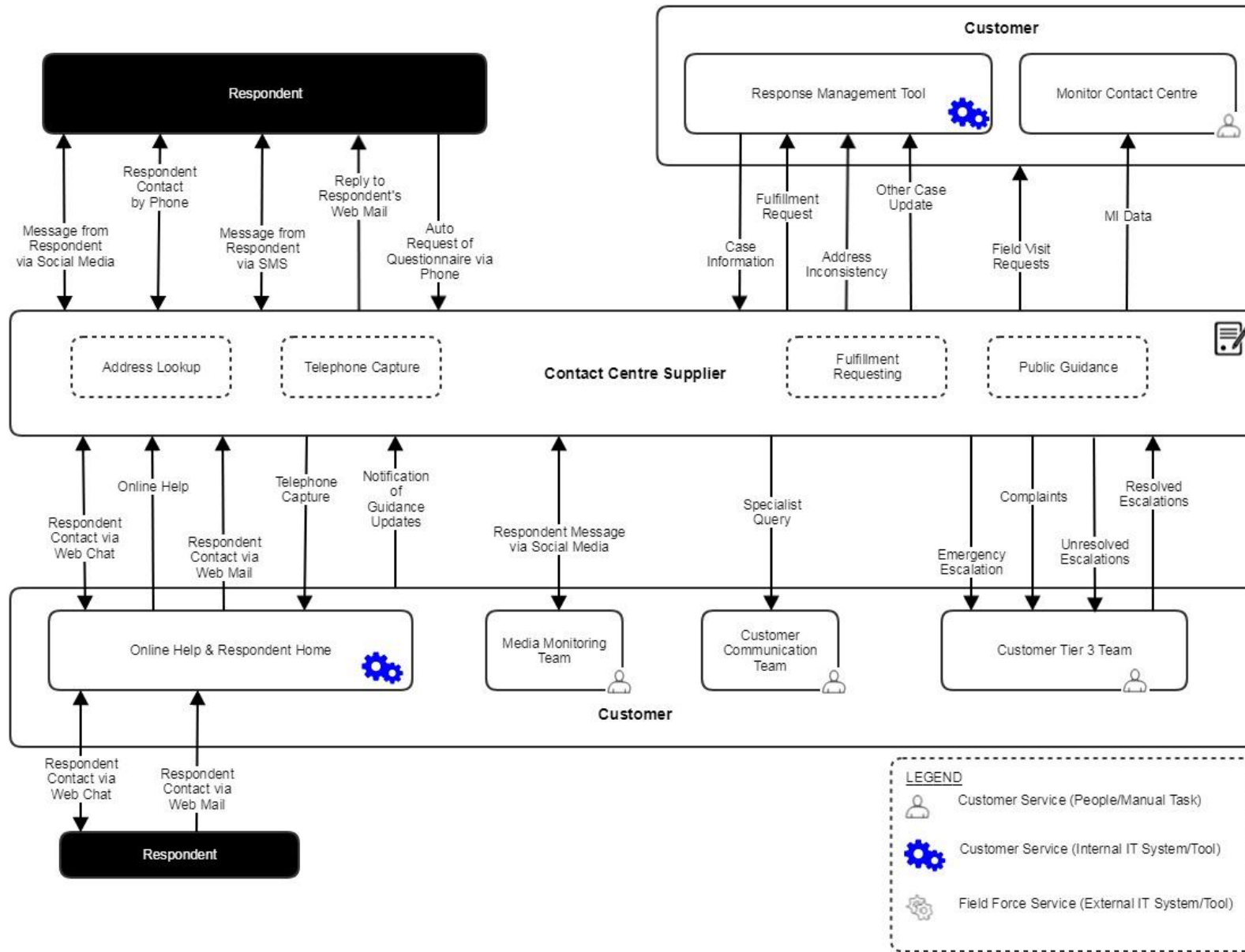
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# Appendix 15 – Interface diagram



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**Appendix B / Part 2 / Schedule 2 / Appendix 16**

**Operational phases and availability**

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## Appendix 16 – Operational phases and availability<sup>1</sup>

Operational phase	Census Day	Operational period
2019 Rehearsal – Census	13 <sup>th</sup> October 2019	23 <sup>rd</sup> September – 17 <sup>th</sup> November 2019
2019 Rehearsal – CCS	N/A	18 <sup>th</sup> November – 11 <sup>th</sup> December 2019
2021 Census	21 <sup>st</sup> March 2021 (proposed)	1 <sup>st</sup> March 2021 – 2 <sup>nd</sup> May 2021
2021 Census – CCS	N/A	3 <sup>rd</sup> May – 28 <sup>th</sup> May 2021

### 2021 Census operational hours

Channel	Census Day -3 weeks/+6 weeks			Census weekend	
	Weekday	Sat	Sun/BH	Saturday	Sunday
Voice	8am-8pm	8am-1pm	Closed	8am-8pm	
Web chat	8am-8pm	8am-1pm	Closed	8am-8pm	
Social Media	8am-8pm	8am-1pm	Closed	8am-10pm -/+1 week	
Telephone Capture	8am-8pm	8am-1pm	Closed	8am-8pm	
Web-form email	8am-8pm	8am-1pm	Closed	8am-8pm	
SMS	8am-8pm	8am-1pm	Closed	8am-8pm	
IVR	24/7				
Automated paper request	24/7				

### 2019 Rehearsal operational hours

Channel	Census Day -3 weeks/+6 weeks			Census weekend	
	Weekday	Sat	Sun/BH	Saturday	Sunday
All channels	8am-7pm	8am-1pm	Closed	8am-4pm	
IVR	24/7				
Automated paper request	24/7				

### Census Coverage Survey (CCS) operational hours – 2019 Rehearsal and 2021 Census

Channel	4 weeks		
	Weekday	Sat	Sun/BH
All channels	8am-7pm	8am-1pm	Closed
IVR	24/7		

<sup>1</sup> Unless alternative contact centre opening hours are otherwise agreed

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**Appendix B / Part 2 / Schedule 2 / Appendix 17**

**Volumes**

**Version: 1.0 FINAL**

**Date: 21 February 18**

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## Appendix 17 – Volumes

Unless otherwise stated call volumes refer to front end figures.

Volumes have been rounded to the nearest hundred.

### 1. Baseline volumes for 2019 Rehearsal and 2021 Census

The table below looks at predicted volumes for the 2019 rehearsal and 2021 Census. A breakdown of these figures is shown in section 1.1 and section 1.2

Period	Approx. Household Size	England, Wales & Northern Ireland Predicted Volumes
2021	26,000,000	6,050,800
2019	100,000	12,100

#### 1.1 2021 Census Predicted Figures

	Predicted volume
Average call length (see section 1.3)	3m 2s
Questionnaire requests	2,682,000
Total contacts answered by Advisor	2,021,300
Contacts via Telephone	869,200
Contacts via Email	202,100
Contacts via Web chat	707,400
Contacts via Social Media	242,600
Contacts answered within IVR	1,347,500
Total Contacts	<b>6,050,800</b>

2021 Census figures are taken from the modelling tool in section 2. The baseline figures are based on the high benchmark scenario within the modelling tool (Tab - O\_ContactProjection). This looks at the contacts to advisors.

To estimate the total front end contacts the following assumptions have been added:

- 40% has been added to contacts answered by advisors - this assumption comes from the total difference between calls to advisors and front end calls in 2011.
- 10% of the 26,000,000 households will request a paper questionnaire via the contact centre for England and Wales.
- Northern Ireland estimate 82,000 questionnaire requests. This figure has also been added to the questionnaire request totals.

#### 1.2 2019 Predicted Rehearsal Figures

Channel split is predicted using the modelling tool in section 2. This split is dependent on the sample selection of the 2019 Rehearsal.

	Predicted Volume
Average call length (See section 1.3)	3m 2s
Total contacts answered by Advisor	7300
Contacts via Telephone	3,700
Contacts via Email	900

	Contacts via Web chat	2,000	
	Contacts via Social Media	700	
Contacts answered within IVR			4800
	<b>Total Contacts</b>		<b>12,100</b>

2019 Rehearsal estimates (sample size 100,000) have used the 2017 Test helpline volumes (sample size 208,000) which have been halved to reflect the different sample sizes. The figures include:

- Potential calls for automated requests.
- Northern Irelands predicted calls (1,600)

Full 2017 helpline volumes and breakdown of call type can be found in section 3.

### 1.3 Predicted call handle times

Average handle time for the 2019 rehearsal and 2021 census are estimated to take 3 minutes 2 seconds, this uses both 2011 Census and 2017 Census Test call averages.

<b>2011 Census</b>	3m 42s
<b>2017 Census Test</b>	2m 23s
<b>Average</b>	<u>3m 2s</u>

### 1.4 Interpretation Predicted volume

Interpretation volumes are included in total contacts via telephone to advisors in section 1.

	<b>Predicted Volume</b>
<b>2021 Census</b>	10,000
<b>2019 Rehearsal</b>	50

### 1.5 Escalation Predicted volume

Escalation volumes to Tier 2 are predicted to be 0.3% of total contacts.

	<b>Predicted Volume</b>
<b>2021 Census</b>	6100
<b>2019 Rehearsal</b>	30

## 2. 2021 Census Volumetrics modelling tool and user guide

The volumetric modelling tool below uses 2011 data to anticipate volumes for the 2021 Census. The volumes show the contacts to advisors (these figures do not include those who have been serviced by an IVR). The estimates take into account;

- population growth
- channel shift - drawing information from other National Statistical Institutes (NSIs) and Other Government Departments (OGDs).

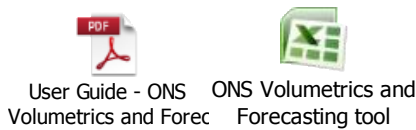
When using the modelling tool, sources should be checked for current information such as population estimates, channel shift etc.

2017 Census Test actual volumes have not been added to the tool, due to;

- The sample size being smaller than an actual census
- Modes of taking part being limited, for example not all sample members could request a fulfilment.

- The 2017 test was voluntary unlike a full census.

The PDF contains the user guide for the volumetrics modelling tool.

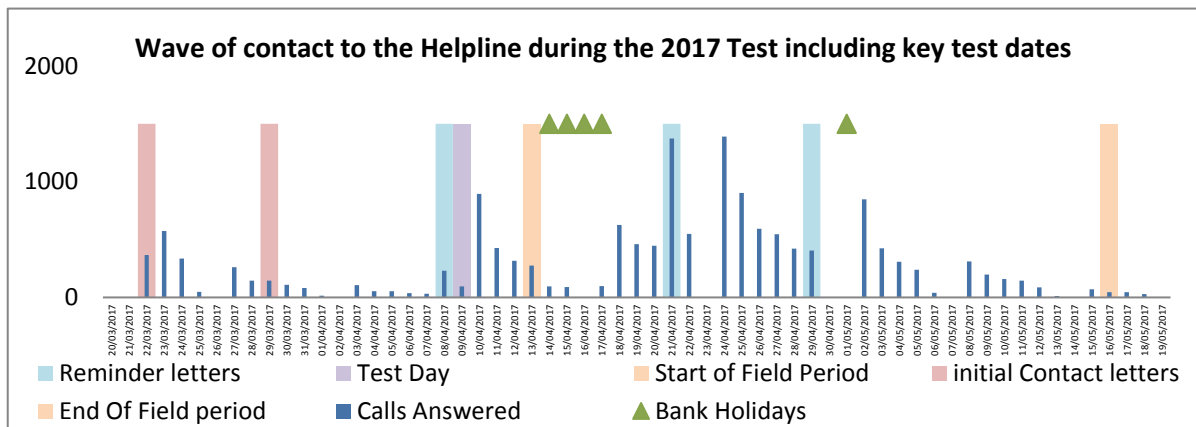


### 3. 2017 Census Test actual figures

Total calls to front end	Sample Size
20980	<b>208,000</b>

Wave of contact taken from front end volumes to the helpline during the 2017 Test.

- 63.76% of these calls were requests for paper or replacement unique access codes.



The document below contains 2017 Census Test final call volumes including: daily volumes, wave of contact and opening hours volumes by hour.



2017 Volumes

### 4. Telephone capture

Telephone capture volumes have been included in the predicted volumes in section 1. The expectation is that the supplier will triage and manage the amount of Telephone captures within triage parameters.

#### 4.1 Census Telephone Capture

The below table demonstrates timings dependant on households. Averages show timings for the household section and timings per adult. These are taken from the Telephone capture test conducted by the Customer during the 2017 Census Test.

#### Census estimated timings

Household Questions	4 minutes 35 seconds
Individual Adult Questions	12 minutes 30 seconds

Taking the above figures a 1 adult household would take 17 minutes 05 seconds to complete.

#### 4.2 Telephone Capture Predicted Volumes

Telephone Capture volumes are predicted to be approximately 10% of the total contacts via telephone to advisors in section 1.

	<b>Predicted Volume</b>
<b>2021 Census</b>	100,000
<b>2019 Rehearsal</b>	500

#### 4.3 Census Coverage Survey

The Census Coverage Survey is a condensed version of the census questionnaire. Estimated timings below.

<b>Estimated timings</b>	
<b>1 person household</b>	7 minutes 50 seconds
<b>3 person household</b>	10 minutes 35 seconds
<b>5 person household</b>	14 minutes 40 seconds



# **Office for National Statistics**

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**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 18**

**Management Information**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

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## Appendix 18 - Management Information

All data is to be a snapshot at a point in time and also cumulative unless otherwise specified. Time periods and areas are to be agreed prior to commencement of reporting. All reports and graphs to be available via a dashboard supported by data with the flexibility to produce bespoke reports, and manipulate the reports as required. Data feeds from the Supplier are required in order for the Customer to be able to provide the agreed information on the Contact Centre Service for the duration of the Call Off Contract. Contact Centre data is needed to produce aggregated visualized reporting, be available for ad hoc interrogation and link to other relevant data. The Customer requires access to the raw data collected by the Supplier, in addition to data extracts. Details of access and extract specifications will be provided later in the process. This will ensure the Customer is able to fulfill any contact centre service related reporting requirements and can also be used for quality assurance of native supplier reporting. All reporting should relate to data up to the previous day (daily reports), week (weekly reports) or month (monthly reports). The Customer may require changes to reporting requirements, with any change to be agreed with the Supplier.

R01 Contact Centre Management MI						
Ref.	Deliverable	MI Required	Frequency	Specification	Time Period	Comments
R1.1 System availability	Document Deliverable	<ul style="list-style-type: none"> <li>Availability of systems that the Customer has contracted for the operational phases</li> </ul>	Weekly	Weekly and cumulative reports.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R1.2 Planned system changes	Document Deliverable	<ul style="list-style-type: none"> <li>Number of planned changes to systems</li> <li>Percentage completed within target timeframe</li> </ul>	Weekly	Weekly and cumulative reports.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R1.3 Incorrect escalations	Document Deliverable	<ul style="list-style-type: none"> <li>Queries escalated to the Customer from the Supplier, where the Customer retrospectively believe the Supplier was able to resolve the query</li> </ul>	Weekly	Weekly and cumulative reports by contact channels.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.

R02 Response MI						
Ref.	Deliverable	MI Required	Frequency	Specification	Time Period	Comments
R2.1 Response rate	Document Deliverable	<ul style="list-style-type: none"> <li>• Calls connected to IVR within the target time frame</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R2.2 Response rate	Document Deliverable	<ul style="list-style-type: none"> <li>• Calls connected to an advisor within the target timeframe</li> <li>• Average time that Respondents are waiting to connect to an advisor and longest time</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R2.3 Response rate	Document Deliverable	<ul style="list-style-type: none"> <li>• Emails answered within the target timeframe</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R2.4 Response rate	Document Deliverable	<ul style="list-style-type: none"> <li>• Web chat connected within the target timeframe</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.

				and Northern Ireland.		
R2.5 Response rate	Document Deliverable	<ul style="list-style-type: none"> <li>Social media responded to within the target timeframe</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R2.6 Response rate	Document Deliverable	<ul style="list-style-type: none"> <li>SMS responded to within the target timeframe</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R2.7 Hold Time	Document Deliverable	<ul style="list-style-type: none"> <li>Average and longest time that an advisor places Respondents 'on hold' during the contact in order to conduct an activity that will help to resolve the Respondent's query</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R2.8 Abandonment rate	Document Deliverable	<ul style="list-style-type: none"> <li>Number of Respondents who abandon their contact at any point during their interaction</li> </ul>	Daily	Daily and cumulative reports by telephone and web chat, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	

R2.9 IVR abandonment time	Document Deliverable	<ul style="list-style-type: none"> <li>Number of Respondents who abandon the telephone contact while in the IVR by point of abandonment</li> </ul>	Daily	Daily and cumulative reports, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
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<b>R03 Resolution MI</b>						
<b>Ref.</b>	<b>Deliverable</b>	<b>MI Required</b>	<b>Frequency</b>	<b>Specification</b>	<b>Time Period</b>	<b>Comments</b>
R3.1 Average handle time	Document Deliverable	<ul style="list-style-type: none"> <li>Average time an advisor spends Handling each individual Respondent contact per channel and longest</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R3.2	Document Deliverable	<ul style="list-style-type: none"> <li>Contacts where the Respondent has their query resolved through a single interaction with the contact centre</li> </ul>	Weekly	Weekly and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R3.3 Resolution time per tier	Document Deliverable	<ul style="list-style-type: none"> <li>Total number of correctly escalated Tier 2 queries</li> <li>Resolved within the target timeframe</li> <li>Number of open and closed queries</li> <li>Number of open queries not resolved within timeframe</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.

<b>R04 Management information</b>						
<b>Ref.</b>	<b>Deliverable</b>	<b>MI Required</b>	<b>Frequency</b>	<b>Specification</b>	<b>Time Period</b>	<b>Comments</b>
R4.1 Data availability	Document Deliverable	<ul style="list-style-type: none"> <li>Number of Management Information reports that the Supplier makes available to the Customer within the target time frame</li> </ul>	Weekly	Weekly and cumulative reports by report type.	From commencement of the Call Off Contract Period until final closure.	To ensure performance measure is being met.
R4.2	Critical Document Deliverable	<ul style="list-style-type: none"> <li>Number of contacts received</li> <li>Number of calls to the automated line by abandoned and completed</li> <li>Number dealt with in the IVR</li> <li>Number dealt with by advisors by contact channel and query type</li> <li>Number of calls received out of hours</li> </ul>	Daily	Daily and cumulative reports by contact channels, hourly, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R4.3	Document Deliverable	<ul style="list-style-type: none"> <li>Total number of contacts by postcode district e.g. PO15</li> </ul>	Daily	Daily and cumulative reports by contact channels, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R4.4 Social media	Critical Document Deliverable	<ul style="list-style-type: none"> <li>Number of social media posts</li> <li>Number of posts requiring response</li> <li>Number answered</li> <li>Number open</li> <li>Time to answer (average, longest)</li> <li>Average length of interaction</li> </ul>	Daily	Daily and cumulative reports by social media site.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	

R4.5	Document Deliverable	<ul style="list-style-type: none"> <li>Interactions where the Respondent interacts with the contact centre across more than one channel</li> </ul>	Weekly	Weekly and cumulative reports by contact channels.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R4.6 Interpretation services by language	Document Deliverable	<ul style="list-style-type: none"> <li>Number of calls where Interpretation services were used</li> <li>Number of appointments made by language</li> </ul>	Daily	Daily and cumulative reports by language, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R4.7 Number of telephone captures completed	Document Deliverable	<ul style="list-style-type: none"> <li>Number of telephone captures completed by front line transfer and appointments completed</li> <li>Number of appointments made for telephone capture</li> <li>Number of outstanding telephone capture appointments, with reason for non completion</li> </ul>	Daily	Daily and cumulative reports, England/Wales and Northern Ireland.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	
R4.8 Fulfilment requests	Document Deliverable	<ul style="list-style-type: none"> <li>Number of fulfillment requests by mode of request and product</li> </ul>	Daily	Daily and cumulative reports, by channel of request, England/Wales and Northern Ireland.		

<b>R05 People MI</b>						
<b>Ref.</b>	<b>Deliverable</b>	<b>MI Required</b>	<b>Frequency</b>	<b>Specification</b>	<b>Time Period</b>	<b>Comments</b>
R5.1	Document	<ul style="list-style-type: none"> <li>Number of advisors awaiting</li> </ul>	Daily/Week	Daily/Weekly	Duration of the	

Advisor training	Deliverable	<ul style="list-style-type: none"> <li>training</li> <li>Number of advisors in training</li> <li>Number of advisors passed training graduation test</li> <li>Number of CCUs signed</li> <li>Number of CCUs sent to Customer</li> </ul>	ly from commencement of recruitment process to end of operational	and cumulative reports.	2019 Rehearsal and 2021 Census operational phases.	
R5.2 Advisor attrition	Document Deliverable	<ul style="list-style-type: none"> <li>% of advisors who leave their role during operational periods</li> </ul>	Weekly	Weekly and cumulative reports.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	

<b>R07 Quality MI</b>						
<b>Ref.</b>	<b>Deliverable</b>	<b>MI Required</b>	<b>Frequency</b>	<b>Specification</b>	<b>Time Period</b>	<b>Comments</b>
R7.1 Quality assessment score per channel	Document Deliverable	<ul style="list-style-type: none"> <li>Average quality assessment score from the Supplier scorecard per channel</li> </ul>	Weekly	Weekly and cumulative reports.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.
R7.2 Quality assessment score per language	Document Deliverable	<ul style="list-style-type: none"> <li>Average quality assessment score from the Supplier scorecard per language supported by bi-lingual advisors</li> </ul>	Weekly	Weekly and cumulative reports.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	To ensure performance measure is being met.

<b>R8 Respondent Satisfaction MI</b>						
<b>Ref.</b>	<b>Deliverable</b>	<b>MI Required</b>	<b>Frequency</b>	<b>Specification</b>	<b>Time Period</b>	<b>Comments</b>
R8.1 Customer Satisfaction (CSAT) score	Document Deliverable	<ul style="list-style-type: none"> <li>Average CSAT score</li> <li>Collated comments (2019 Rehearsal only)</li> </ul>	Daily	Daily and cumulative reports by contact	Duration of the 2019 Rehearsal and 2021 Census operational	To ensure performance measure is being met.



				channels.	phases.	
R8.2 Respondent satisfaction feedback	Document Deliverable	<ul style="list-style-type: none"> <li>Total number of complaints received</li> </ul>	Daily	Daily and cumulative reports by contact channels.	Duration of the 2019 Rehearsal and 2021 Census operational phases.	

<b>R9 Other MI</b>						
<b>Ref.</b>	<b>Deliverable</b>	<b>MI Required</b>	<b>Frequency</b>	<b>Specification</b>	<b>Time Period</b>	<b>Comments</b>
R9.1	Document Deliverable	<ul style="list-style-type: none"> <li>Risks, issues and remedial actions</li> </ul>	Weekly	Risks, issues and remedial action in relation to total service provision.	From commencement of the Call Off Contract Period until final closure.	To ensure risks and issues are being proactively managed.
R9.2	Document Deliverable	Exception report on incidents: <ul style="list-style-type: none"> <li>referenced, assigned;</li> <li>include downtime of service;</li> <li>new;</li> <li>cumulative.</li> </ul>	Weekly	All incidents by priority, category, status, date/time reported, resolution.	From commencement of Call Off Contract until final closure.	All incidents by priority, category, status, date/time reported, resolution.

# **Office for National Statistics**

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**Appendix B / Part 2 / Schedule 2 / Appendix 19**

**Technology roles and responsibilities**

**Version: 1.0 FINAL**

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## Appendix 19 – Technology roles and responsibilities

Ref.	Service Component	Customer Responsibility	Supplier Responsibility
<b>Telephony/Omni-channel management</b>			
19.1	Omni-channel/Telephony system	<ul style="list-style-type: none"> <li>Work with supplier to define call flow and call routing</li> </ul>	<ul style="list-style-type: none"> <li>Provide a solution to handle the delivery of inbound calls, web chats, social media, SMS and web form emails to advisors</li> <li>Obtain and own external facing telephone number(s)</li> <li>Work with chosen network providers to ensure delivery of contacts direct to advisors</li> <li>Manage the contact flow configuration</li> <li>Set up and own call delivery points for each advisor</li> </ul>
19.2	Digital content management	<ul style="list-style-type: none"> <li>Provide access to the Customer's Respondent Home to interface web chat and web form email response solutions</li> </ul>	<ul style="list-style-type: none"> <li>Provide a web chat solution to manage web chat via the Customer's Online Help and Respondent Home</li> <li>Provide a solution to manage web form email from the Customer's Online Help</li> <li>Provide a solution for responding to social media comments/enquiries</li> </ul>
19.3	Interactive voice response (IVR)	<ul style="list-style-type: none"> <li>Define the IVR for 2019 and any changes required post 2019 Rehearsal for 2021 e.g. wording, menus and options</li> </ul>	<ul style="list-style-type: none"> <li>Provide IVR solution with the flexibility to change messaging to respond to unforeseen events during operations</li> <li>Record IVR messages</li> </ul>
19.4	Call recording	N/A	<ul style="list-style-type: none"> <li>Provide call recording technology</li> <li>Provide a storage facility</li> <li>Provide call recordings</li> </ul>

			to the Customer
19.5	Call listening	N/A	<ul style="list-style-type: none"> <li>Provide remote call listening capability to the Customer personnel on site at the contact centre</li> </ul>
<b>Operating systems</b>			
19.6	Advisor workforce management and reporting	N/A	<ul style="list-style-type: none"> <li>Provide and manage advisor workforce management and planning system</li> </ul>
19.7	Knowledge management	<ul style="list-style-type: none"> <li>Provide access to the Customer's Online Help</li> <li>Inform the Supplier of any changes to content on the Customer's Online Help</li> </ul>	<ul style="list-style-type: none"> <li>Ensure advisors are appropriately using the Customer's Online Help system for knowledge management purposes</li> <li>Provide functionality to cascade real time hot topics to advisors</li> <li>Provide knowledge management tools to support Customer personnel with using Supplier provided tools or processes e.g. CRM system</li> </ul>
19.8	Reporting and Analytics	<ul style="list-style-type: none"> <li>Work with Supplier to define reporting – format, content, frequency, method of transfer etc</li> </ul>	<ul style="list-style-type: none"> <li>Provide management information per the requirements outlined by the Customer</li> </ul>
19.9	Quality assurance, monitoring and reporting tools	<ul style="list-style-type: none"> <li>Set quality service levels</li> <li>Agree the quality management approach</li> </ul>	<ul style="list-style-type: none"> <li>Monitor and manage quality of service and provide reports to the Customer</li> </ul>
<b>Customer Relationship Management</b>			
19.10	Customer Relationship Management (CRM)	<ul style="list-style-type: none"> <li>Provide Supplier with address database, updates to address database and appropriate case information (to be uploaded into CRM solution)</li> <li>Support Supplier with the integration of CRM solution and Customers Response Management</li> </ul>	<ul style="list-style-type: none"> <li>Provide and manage own CRM solution to allow advisors to access a single view of the respondent including contact details, contact history and ability to record respondent interactions</li> <li>Ensure own CRM solution is able to record new addresses based on</li> </ul>

		<p>(RM) tool</p> <ul style="list-style-type: none"> <li>• Provide the Supplier with a list of Customer users who require licences to access the CRM solution from the Customer's site</li> </ul>	<p>interactions with respondents in the contact centre, capture any required actions and transfer to Customers Response Management (RM)</p> <ul style="list-style-type: none"> <li>• Ensure own CRM solution is able to integrate with Customers (RM) tool.</li> <li>• Ensure each advisor has an individual account to allow for tracking of performance</li> <li>• Provide Customer with respondent data captured in the CRM post operations</li> </ul>
19.11	Case Management and Reporting (may be part of CRM tool)	<ul style="list-style-type: none"> <li>• Provide the Supplier with a list of Customer users who require licences to access the case management system from the Customer's site (if case management solution is separate from CRM solution)</li> </ul>	<ul style="list-style-type: none"> <li>• Provide and manage own case management system to track escalation and resolution of cases and manage response to digital content (web form email)</li> <li>• Provide basic customisation as necessary for the Customer</li> <li>• Ensure advisors are using case management system as they are instructed to do so and provide evidence based reporting</li> <li>• Provide a number of Customer users access to the case management system to manage escalations</li> </ul>
<b>Customer Satisfaction</b>			
19.12	Customer Satisfaction/Feedback Measurement tool	<ul style="list-style-type: none"> <li>• The Customer will work with the Supplier to define measurement criteria and questions for the customer</li> </ul>	<ul style="list-style-type: none"> <li>• Provide and manage own customer satisfaction/feedback measurement tool to ensure voice of the</li> </ul>

		satisfaction/feedback measurement tool	customer across channels is accurately captured <ul style="list-style-type: none"><li>• Provide Customer with outputs of the customer satisfaction/feedback measurement tool for the purposes of continuous improvement and quality monitoring</li></ul>
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# Office for National Statistics

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**Census Transformation Programme**

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**Appendix B / Part 2 / Schedule 2 / Appendix 20**

**Query Types**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

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## Appendix 20 – Query types

These query types reflect the expected support respondents will require.

Query	Example
General queries	<ul style="list-style-type: none"> <li>• Why do I have to complete the census?</li> <li>• When do I have to complete the census?</li> <li>• What will happen if I don't complete the questionnaire?</li> <li>• I don't understand English</li> </ul>
Questionnaire/Completion queries	<ul style="list-style-type: none"> <li>• How do I answer question 12?</li> <li>• I have a visitor staying, should I include them?</li> <li>• I completed my questionnaire before census day and now have a visitor staying on census night, what should I do?</li> <li>• I completed my questionnaire, however, speaking to friends I realise I have completed it incorrectly, what should I do?</li> <li>• Can I complete my census questionnaire over the phone with you now?</li> </ul>
Technical queries	<ul style="list-style-type: none"> <li>• The code you sent me doesn't work</li> <li>• When I log onto the census website it says page cannot be displayed</li> <li>• In the middle of completing my questionnaire the system crashed, what should I do?</li> </ul>
Complaints	<ul style="list-style-type: none"> <li>• I was visited by a member of your field staff and they were rude to me/damaged my property</li> <li>• I don't see why I should complete the census I don't want to give the government my information as I don't trust them</li> <li>• You keep sending me letters to complete my census but I did it online a month ago</li> </ul>
Address queries	<ul style="list-style-type: none"> <li>• You sent me a letter that implies I live in a hotel/care home but it's a house</li> <li>• The address details on my letter are incorrect</li> </ul>
Fulfilment requests	<ul style="list-style-type: none"> <li>• Can you send me a paper questionnaire?</li> <li>• I have requested a paper questionnaire but have not received it</li> <li>• Can I have the questionnaire in a different language (Translation booklet)?</li> </ul>
Field visit requests	<ul style="list-style-type: none"> <li>• Can someone come and help me complete my census questionnaire?</li> </ul>
Refusal	<ul style="list-style-type: none"> <li>• I refuse to complete the census</li> <li>• I don't trust the government with my information and won't be completing it</li> </ul>
Specialist queries	<ul style="list-style-type: none"> <li>• I am a Member of Parliament calling on behalf of a constituent, how do they get help with completing the census?</li> <li>• I work for a local authority and have a question about the census</li> <li>• I work for a national/local newspaper and have a question about the census</li> </ul>



Emergency escalations	<ul style="list-style-type: none"><li>• Threatening behaviour that affects any census staff</li><li>• Anything that may impact ONS' reputation</li></ul>
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**Census Transformation Programme**

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**Appendix B / Part 2 / Schedule 2 / Appendix 21**

**Key Core Skills and Behaviours**

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**Document Number: PU-17-0386**

## Appendix 21 – Key Core Skills and Behaviours

These core skills are required on the census account for the duration of the following phases:

	Mobilisation	2019 dev/imp	2019 Ops	Lessons Learnt	Review and Agree	2021 dev/imp	2021 Ops	Exit
Ops manager*	✓	✓	✓	✓	✓	✓	✓	✓
Quality manager*	✓	✓	✓	✓	✓	✓	✓	✓
Reporting manager*	✓	✓	✓	✓	✓	✓	✓	✓
Training manager*	✓	✓	✓	✓		✓	✓	✓
Team leaders*		✓	✓	✓		✓	✓	✓
Advisors**		✓	✓			✓	✓	
Workforce planning manager	✓	✓	✓			✓	✓	
Contract manager	✓	✓	✓	✓	✓	✓	✓	✓
Technical Delivery Manager	✓	✓	✓	✓	✓	✓	✓	✓
Security Manager	✓	✓	✓	✓	✓	✓	✓	✓

\*denotes the core skill must be dedicated to the census account.

\*\* denotes must work on the census account, 1 day a week for the duration of the operational period.

The Customer expects the supplier to define the time commitment to the Census account that each of these resources will provide during each of the phases outlined in the table above. All the above employees must work closely with the Customer's Census Contact Centre Team and escalate queries and concerns to them as appropriate.

### Supplier Operations Manager

Required to oversee all periods of the Call Off Contract including set up and day to day management during operations. The supplier operations manager will also act as the point of escalation for all Customer set up and operational concerns.

### Supplier Quality Manager

Required to support quality management and ensure Customer quality standards are adhered to across all staff.

### Supplier Reporting Manager

Required to organise and manage reporting on behalf of the Customer.

### Supplier Training Manager

Required to organise training sessions for all staff members, including induction training and any on-going training requirements that may be identified.

### Supplier Team leaders

Required to manage advisors and act as a point of escalation when advisors are not able to answer respondent queries.

### Supplier Advisors

Required to handle inbound respondent queries across all channels, as well as outbound support as specified.

#### **Supplier Workforce Planning Manager**

Required to manage the resource plan and day-to-day resourcing of advisors and team leaders to ensure adequate coverage for the predicted contact volumes during the 2019 Rehearsal and the 2021 Census Operational periods.

#### **Supplier Contract Manager**

Required to work alongside the Customer Contract Manager to action Requests for Change, manage contract financials and ensure that operational resources execute the service specified in the Call Off Contract.

#### **Supplier Technical Delivery Manager**

Required to assume overall responsibility for design and build of the contact centre solution to meet the Customer's requirements (as outlined in section B1608 – Technology Requirements) and work alongside the Customer's Technical Lead to ensure the solution is able to interface with Customer tools e.g. Response Management.

#### **Supplier Security Manager**

Required to ensure the supplier's solution (including but not limited to: facilities, technology and people) meets the Customer's security requirements, as outlined in this document.

#### **Advisor skills and behaviours**

The Customer values the following skills for advisors handling both inbound and outbound activity across all channels:

- Customer service orientated and motivated to help
- Ability to empathise and establish rapport with different respondent groups
- High awareness/understanding of the census and census operations
- IT literate
- Ability to learn quickly and adapt
- Excellent verbal and written communication skills
- Meaningfully contribute to continuous improvement and knowledge sharing activities
- Previous contact centre or customer facing experience

#### **Team leader skills and behaviours**

The Customer values the following skills for team leader:

- Establishing an open and collaborative culture
- Motivation and support
- Coaching and feedback
- Leadership skills
- Problem solving and acting as a point of escalation
- 2+ years contact centre or customer facing experience
- Experience of managing teams in a contact centre or customer facing advisors

#### **Management skill set and behaviours**

The Customer values the following skills for Management roles (Supplier Operations Manager, Quality Manager etc):

- Establishing an open and collaborative culture, both within teams and clients
- Motivation and support
- Resilience and ability to adapt to situations
- Communication skills

- Coaching and feedback
- Leadership skills
- Acting as a point of escalation and issue resolution for client programme teams, including the identification of business improvement opportunities
- 5-10 years contact centre experience
- Experience of managing operations of 60+ contact centre advisors

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Public Contact Centre Services**

#### **Appendix B / Part 2 / Schedule 2 / Appendix 22**

#### **Customer Responsibilities**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

## Appendix 22 – Customer Responsibilities

	<b>Deliverables</b>	<b>2019 Rehearsal</b>	<b>2021 Census</b>
1	Main Address file	31 May 2019	12 December 2020
2	Fulfilment Products and product codes	16 April 2019	14 July 2020
3	Confirmation of languages to be supported via interpretation service	16 September 2018	28 January 2020
4	Guidance on IVR configuration e.g. menus and options	20 November 2018	16 June 2020
5	Messaging scripts for IVR (including emergency messages)	4 June 2019	21 July 2020
6	Census overview for use in training materials	18 March 2019	28 April 2020
7	Census questionnaire – paper and electronic questionnaires – for use in training materials	18 April 2019	16 June 2020
8	Sample of online help for training purposes	29 April 2019	11 August 2020
9	Typical census queries for use in training materials	29 April 2019	11 August 2020
10	Guidance for the completion of telephone capture	29 April 2019	11 August 2020
11	Use of the electronic questionnaire system for training	29 April 2019	11 August 2020
12	Escalation process at the Customer HQ	29 April 2019	11 August 2020
13	Deliver the telephone capture code to be used before entering the unique access code (UAC)	13 May 2019	29 September 2020
14	Publicity Dates	N/A	TBC
15	ONS Social Media policy	23 September 2018	Reviewed yearly
16	Guidelines on Census Branding style	23 September 2018	N/A
17	Wave of contact	13 September 2018	TBC
18	Guidance for the completion of interpretation services support	16 April 2019	19 May 2020
19	List of Customer users who require licences to access the supplier case management system	10 June 2019 17 September 2019	3 August 2020 12 January 2021
20	Respondent Home url delivered	1 July 2019	TBC
21	Online help live	23 September 2019	TBC
22	Initial contact letters (England and Wales)	TBC	16 June 2020
23	Follow-up contact material (England and Wales)	TBC	16 June 2020
24	Initial contact letters (NISRA)	TBC	16 June 2020
25	Follow-up contact material (NISRA)	TBC	16 June 2020
26	Social Media – Content Schedule	8 January 2019	TBC
27	Census Coverage Survey contact materials	TBC	TBC
28	Non-compliance contact material	N/A	TBC

# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 23**

**Contact centre user journey**

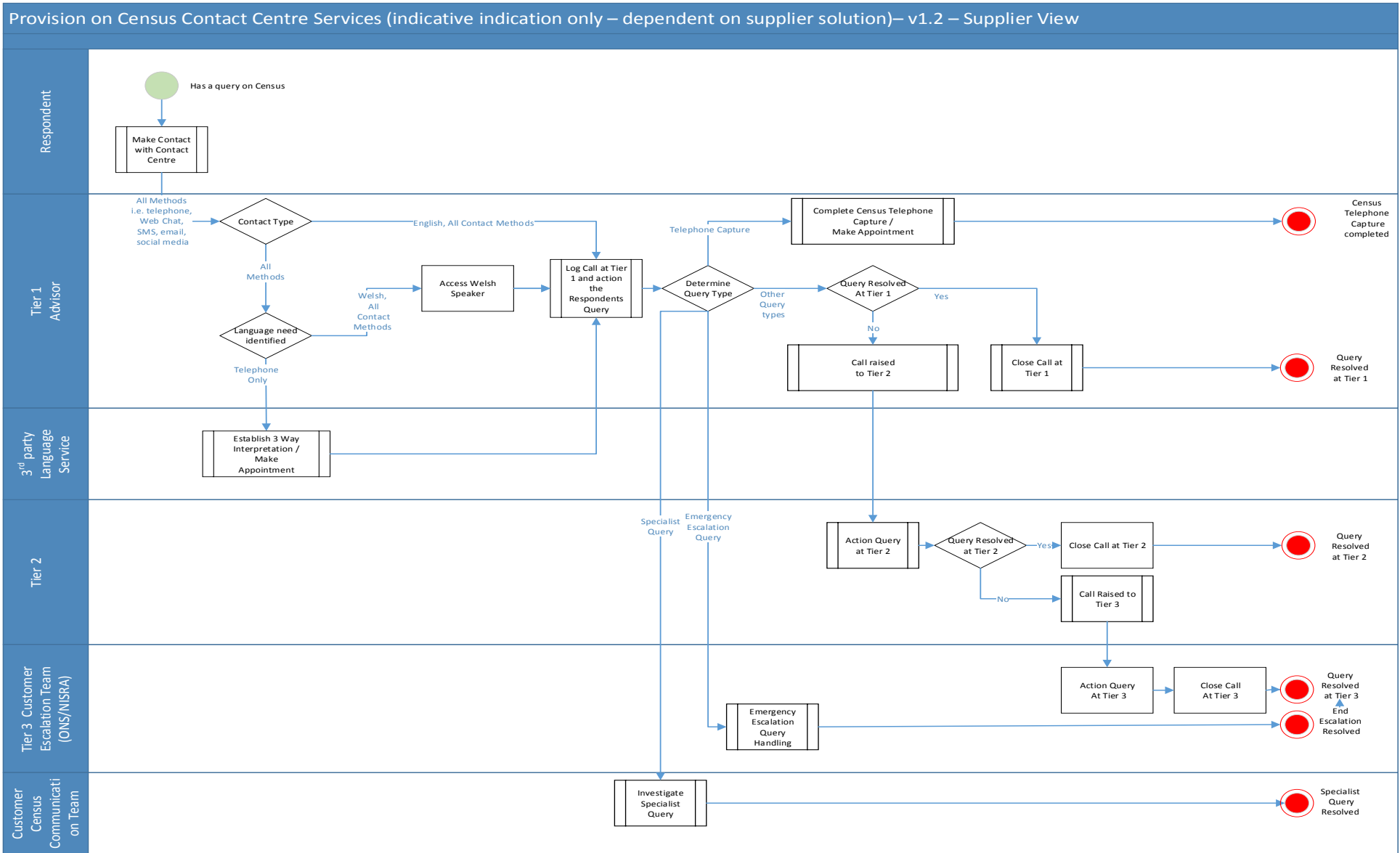
**Version: 1.0 FINAL**

**Date: 21 February 2018**

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# Appendix 23 – Contact centre user journey



# **Office for National Statistics**

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**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 24**

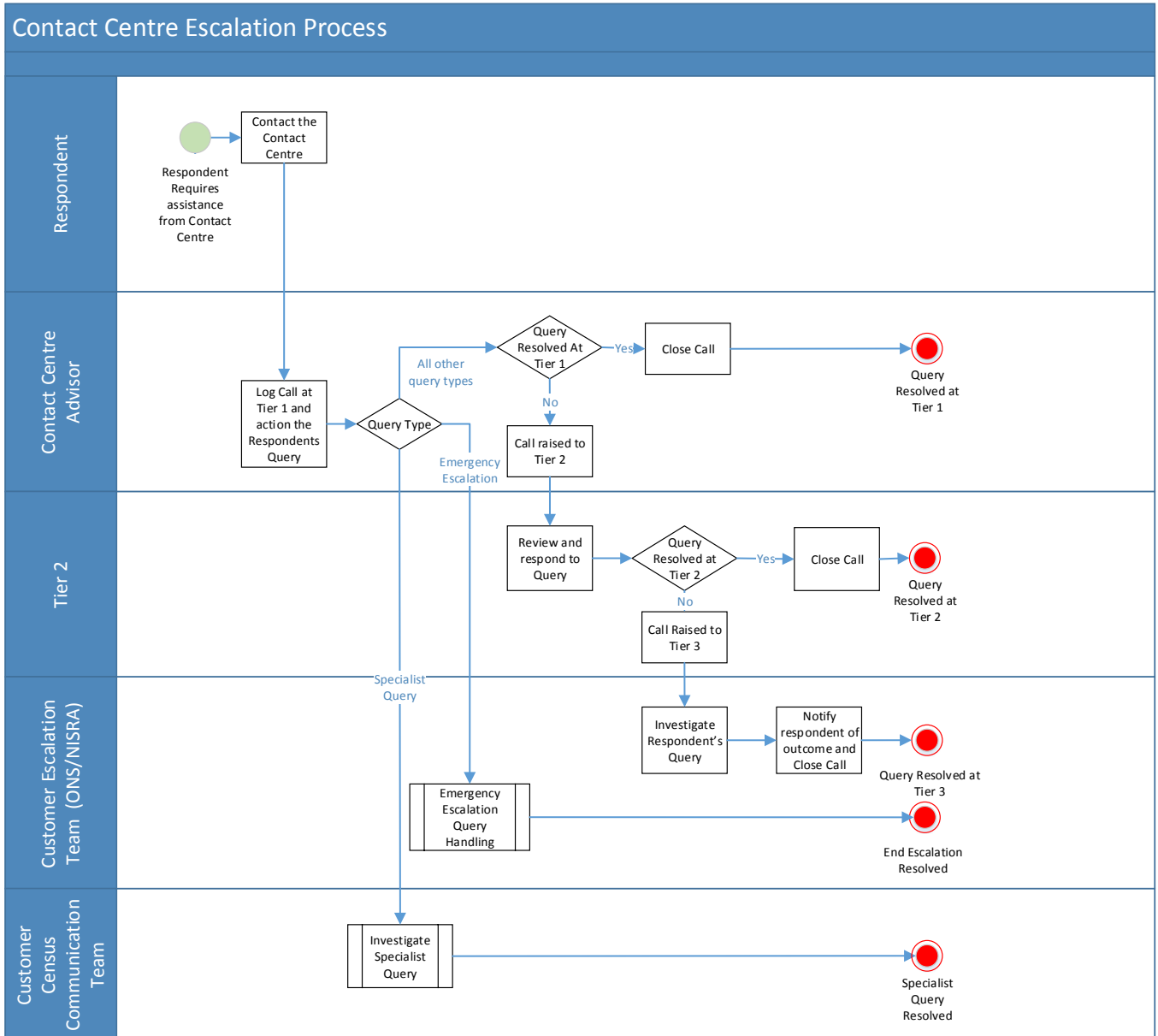
**Escalation user journey**

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## Appendix 24 – Escalation user journey



# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 25**

**2011 Census language support**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

## Appendix 25 – 2011 Census language support

Language	Number of calls to interpretation service	Total Calls to the Helplines
Akan-(twi-Fante)	0	341
Albanian(shiqp)	0	437
Amharic	26	289
Arabic	257	1407
Bengali	290	1850
Bosnian/Croatian	2	132
Bulgarian	26	314
Cantonese	65	2004
Czech	113	389
Dutch	0	71
Filipino (Tagalog)	0	138
French	3	261
German	8	97
Greek	0	233
Gujarati	138	1163
Hindi	26	271
Hungarian	86	250
Igbo	0	178
Irish Gaelic	1	53
Italian	0	220
Japanese	0	129
Korean	0	113
Kurdish (Kurmanji)	187	59
Kurdish (Sorani)	16	862
Latvian	0	289
Lingala	0	90
Lithuanian	288	743
Luganda	0	42
Malay	1	113
Malayalam	1	239
Mandarin	288	1176
Nepalese	1	378
Pahari	0	106
Pashto	40	249
Persian (Farsi)	275	829
Polish	3009	6299
Portuguese	60	841
Punjabi (Gurmukhi and Shahmukhi)	293	1270
Romanian	136	443
Russian	38	520
Serbian	4	75
Shona	0	61
Sinhala	0	93
Slovak	143	469
Somali	226	1376
Spanish	23	436
Swahili	0	94
Swedish	0	65
Tamil	96	983
Thai	0	154
Tigrinya	37	243
Turkish	542	1291
Ulster Scots	0	113
Urdu	545	1936
Vietnamese	4	239
Welsh	1800	81500
Yiddish	0	319
Yoruba	0	134
<b>TOTAL</b>	<b>9094</b>	<b>114469</b>

# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 26**

**Continuous Testing**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

## **Appendix 26 – Continuous testing**

### **Continuous Testing and Integration of Services**

In order to assure the Census design, the Customer will be carrying out continuous testing and integration of Services, as well as quarterly 'operational readiness' tests (ORT). These will gradually build not only the service capability, but also the operational management capability. All suppliers will be expected to participate in these tests, although the extent of this participation will depend upon the degree of integration of the services to be provided, and the development timetable of the supplier. The Customer is currently planning these tests, dovetailing contract award and ongoing service development with the need to prove key interfaces. Quarterly ORTs will utilise any available functionality where applicable, it is unlikely to drive Supplier development timetables. Testing centres around a series of activity chains that must be proved before Go Live for Rehearsal, as follows:

#### **Activity Chains**

Provide Public Support – Split test – Contact Centre interface to Response Management, and Response Management interface to QM & Print & Post.

Manage Census Operations – All – This is not called out separately below, but will be part of each ORT, mainly testing incident management, and will require delivery and analysis of MI.

## Continuous Integration

### Contact Centre

Test Name	Test Description	Pre-Requisites / Dependencies	Activity Chain
Public Help & Maintenance (Content Management)	Managing & Publishing content and site is accessible and usable as appropriate by <ul style="list-style-type: none"> <li>• Contact Centre</li> <li>• Scalability</li> <li>• Notification of Change to Contact Centre</li> </ul>	<ul style="list-style-type: none"> <li>• Hosting</li> <li>• Content Management</li> <li>• Approval / Update Process</li> <li>• Public Support</li> <li>• DST</li> <li>• Contact Centre Supplier</li> </ul>	Provide Public Support
Contact Centre CRM to Response Management	Prove interfaces from Contact Centre to Response Management Physical Material Requests, Fulfilment requests, address queries, new addresses, outcome updates etc.	<ul style="list-style-type: none"> <li>• Contact Centre supplier</li> <li>• RM interface</li> <li>• Supplier CRM to RM</li> <li>• Interface from RM</li> <li>• Incident Management</li> <li>• Defect Management</li> <li>• Synthetic Addresses</li> <li>• Public Support</li> </ul>	Provide Public Support
Web Chat to Online Platform & Contact Centre	Prove Web Chat works – interface between Web Chat hosted on Respondent Home/eQ, to Contact Centre staff.	<ul style="list-style-type: none"> <li>• Public Support</li> <li>• DST</li> <li>• Contact Centre Supplier</li> </ul>	Provide Public Support
Social Media testing between Comms and Contact Centre	Enact hand-off between social media handling in the Contact Centre and social media handling by ONS.	<ul style="list-style-type: none"> <li>• Public Support</li> <li>• DST</li> <li>• Contact Centre Supplier</li> <li>• Hand-off process</li> </ul>	Provide Public Support
Contact Centre Escalations	Enact hand-off between Contact Centre call handling in the Contact Centre and escalation handling by ONS.	<ul style="list-style-type: none"> <li>• Public Support</li> <li>• Contact Centre Supplier</li> <li>• Hand-off process</li> <li>• CRM</li> </ul>	Provide Public Support



# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 27**

**Census Confidentiality Undertaking**

**Version: 1.0 FINAL**

**Date: 21 February 2018**

**Document Number: PU-17-0386**



**2021 CENSUS CONFIDENTIALITY UNDERTAKING  
(ENGLAND AND WALES)**

**Introduction**

This document sets out the confidentiality undertaking for all those working on the 2021 Census in England and Wales. This undertaking takes account of specific legislation relating to the conduct of the census as well as more general data protection requirements.

Please read this document with care and then sign in the appropriate place to show that you understand and agree to abide by the specified statutory and ethical obligations. This document will be retained by the Office for National Statistics (ONS). You will be given a blank copy to keep.

All ONS staff, contractors or Supplier Personnel and any sub-contractors working on the England and Wales census are subject to confidentiality requirements for personal information set out in the Statistics and Registration Service Act 2007 and the Data Protection Act 1998. This includes personal information from the 2011 Census and any other previous censuses as well as data from administrative and survey sources being used for feasibility research.

Failure to comply with legislative requirements could result in prosecution and, if found guilty, would mean that you would have a criminal record and be liable to a fine and/or up to two years imprisonment.

**Confidentiality Undertaking**

I, (INSERT YOUR FULL NAME IN BLOCK CAPITALS).....

being a person employed by ONS, or appointed as an approved contractor or service provider by ONS, or employed by an approved contractor or service provider of ONS, in connection with the 2021 Census, or any work relating to the 2021 Census, in England and Wales, undertake to fully and honestly perform the duties assigned to me in accordance with the law.

I will carry out these duties in accordance with the provisions of section 39 Statistics and Registration Service Act 2007 and other relevant legal obligations including provisions in the Data Protection Act 1998. I understand that failure to comply fully with my obligations may result in a criminal record and a fine or term of imprisonment.

I will not, except in the performance of my census work, disclose or make known, now or at any subsequent time, any matter which comes to my knowledge as a result of this work relating to any person, family, household or business.



Statistics. Everyone working on the census is therefore required to make an UNDERTAKING to demonstrate that they understand fully their legal obligations and are aware of the penalties for unlawfully disclosing any personal information from the census, administrative or survey sources.

## **Legislation in England and Wales**

### **Statistics and Registration Service Act 2007**

Specific provisions relating to the confidentiality of personal information are set out in section 39 Statistics and Registration Service Act 2007 and relevant parts are listed below and can be read in full at:

<http://www.legislation.gov.uk/ukpga/2007/18/section/39>

#### **Extract from Section 39**

- (1) Subject to this section, personal information held by the Board in relation to the exercise of any of its functions must not be disclosed by -
  - (a) any member or employee of the Board,
  - (b) a member of any committee of the Board, or
  - (c) any other person who has received it directly or indirectly from the Board.
- (2) In this Part “personal information” means information which relates to and identifies a particular person (including a body corporate); but it does not include information about the internal administrative arrangements of the Board (whether relating to its members, employees or other persons).
- (3) For the purposes of subsection (2) information identifies a particular person if the identity of that person –
  - (a) is specified in the information,
  - (b) can be deduced from the information, or
  - (c) can be deduced from the information taken together with any other published information.
- (9) A person who contravenes subsection (1) is guilty of an offence and liable –
  - (a) on conviction on indictment, to imprisonment for a term not exceeding two years, or to a fine, or both;
  - (b) on summary conviction, to imprisonment for a term not exceeding twelve months, or to a fine not exceeding the statutory maximum, or both.

#### **Please Note**

The Board in the Statistics and Registration Service Act 2007 refers to the UK Statistics Authority. The Act applies to all its employees and all contractors or service providers working on its behalf and either directly or indirectly for ONS, the Executive Office of the UK Statistics Authority.

#### **Data Protection Act 1998**

The Data Protection Act 1998 governs the protection of personal data and creates responsibilities for those who process, store or transmit such data. Specific provisions relating to the handling of personal information are set out in section 55 Data Protection Act 1998 and relevant parts are listed below and can be read in full at: <http://www.legislation.gov.uk/ukpga/1998/29/section/55>

### **Extract from Section 55**

- (1) A person must not knowingly or recklessly, without the consent of the data controller-
  - (a) obtain or disclose personal data or the information contained in personal data, or
  - (b) procure the disclosure to another person of the information contained in personal data.
- (3) A person who contravenes subsection (1) is guilty of an offence.
- (4) A person who sells personal data is guilty of an offence if he has obtained the data in contravention of subsection (1).
- (7) Personal data includes information extracted from personal data.

### **Please Note**

A “data controller” is defined as a person who (either alone or jointly) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

“Personal data” means data which relates to a living individual who can be identified from those data, or from those data and information which is in the possession of, or is likely to come into the possession of, the data controller.

**Other Legislative Requirements** -these include, but are not limited to, the Computer Misuse Act 1998.

Further details are available from the attached link: <http://www.legislation.gov.uk/ukpga/1990/18>

### **Ethical Standards**

The Code of Practice for Official Statistics is central to maintaining a statistical service that meets the needs of government and society and is both trustworthy and trusted. As a result it is important to ensure that we adhere to the standards set out in the Code most notably the following:

**Principle 3: Integrity** - refers to the need to follow all statutory obligations governing the collection of data, confidentiality, and release.

**Principle 5: Confidentiality** - covers the commitment to safeguard the confidentiality of all the information that we collect and use.

**Protocol 3** - sets out requirements, including the need to comply with all statutory obligations, in relation to the use of administrative sources for statistical purposes.

Further details are available here: <http://www.statisticsauthority.gov.uk/assessment/code-of-practice/code-of-practice-for-official-statistics.pdf>



**CENSUS CONFIDENTIALITY UNDERTAKING  
(Northern Ireland)**

**Introduction**

This document sets out the confidentiality undertaking for all those working on the 2021 Census in Northern Ireland and those persons employed by NISRA who are working in the same physical environment as Census Office staff. This undertaking takes account of specific legislation relating to the conduct of the census as well as more general data protection requirements.

When you have read this document, please sign the Census Confidentiality Undertaking below. This document will be retained by Business Support Team, Census Office, NISRA.

All Census Office staff, contractors or service providers working on the Census and NISRA staff working in the same physical environment are subject to the confidentiality requirements for personal census information in accordance with the Census Act (Northern Ireland) 1969, as amended by the Census (Confidentiality) (Northern Ireland) Order 1991. This includes personal information from the 2011 Census and any other previous censuses as well as data from administrative and survey sources being used for feasibility research.

Failure to comply with legislative requirements could result in prosecution and, if found guilty, would mean that you would have a criminal record and be liable to a fine and/or up to two years imprisonment.

**Confidentiality Undertaking**

I, (INSERT YOUR FULL NAME IN BLOCK CAPITALS).....

being a person employed by NISRA, or appointed as an approved contractor or service provider by NISRA, in connection with the 2021 Census, or any work relating to the 2021 Census or working in the same physical environment as Census Office staff, in Northern Ireland, undertake to fully and honestly perform the duties assigned to me in accordance with the law. I will carry out these duties in conformity with the provisions of the Census Act (Northern Ireland) 1969 and any other legal obligations. I understand that failure to comply fully with my obligations may result in a criminal record and a fine or imprisonment.

I will not, except in the performance of my census duties, disclose or make known, now or at any time after, any matter which comes to my knowledge relating to any person, family or household.

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I acknowledge that this applies to all information that is not already a matter of public knowledge and that it applies to both written and oral information.

At the termination of my engagement with NISRA (either as an employee or an approved contractor or service provider) or on NISRA's written request, I shall return to the NISRA all information provided to me, or acquired by me, in the course of my work and confirm in writing that no copies of any such information have been retained.

I will use any access materials that I am given, such as a security pass, personal identification material, passwords, keys to secure safes or other information repositories, only to perform agreed duties. I will not lend, transfer or otherwise disclose such material to others and will take appropriate measures to safeguard the confidentiality of such materials. In all cases such materials will be returned to NISRA at the termination of my engagement (either as an employee or an approved contractor or service provider) or on NISRA's written request.

I will report any significant concerns I have about the confidentiality of personal information collected or held for the purposes of the census and related research, whether arising from my own duties or from my actions or those of others, directly to the Registrar General.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Date: \_\_\_\_\_

## Background

Improper handling of personal census information could breach the privacy of an individual and damage public trust in the Census. Everyone working on the Census is therefore required to make a Confidentiality Undertaking that they fully understand their legal obligations and are aware of the penalties for unlawfully disclosing confidential Census information.

The relevant parts of the Census Act (Northern Ireland) 1969, as amended by the Census (Confidentiality) (Northern Ireland) Order 1991 are listed below and can be read in full at:

<http://www.legislation.gov.uk/apni/1969/8/contents>

<http://www.legislation.gov.uk/nisi/1991/760/contents>

Extracts from Sections 6 and 7 of the Census Act (Northern Ireland) 1969, as amended by the Census (Confidentiality) (Northern Ireland) Order 1991 are listed below.

Section 6 states:

- 6 (1) Information obtained for the purposes of a census under this Act shall not be used otherwise than in accordance with this Act.
- 6 (3) Any person having the custody, whether by himself or on behalf of any other person, of any forms of return, enumeration books or other confidential documents relating to a census taken under this Act or any Act passed before the passing of this Act shall not permit any other person without lawful authority to have access thereto.

Section 7 states:

- 7 (1) If any superintendent, enumerator, or other person employed under this Act makes wilful default in the performance of his duties under this Act or any order or regulations made or instructions, there under, he shall be guilty of an offence and for each such offence be liable on summary conviction to a fine not exceeding level 3 of the standard scale.
- 7 (4) If a) the Registrar General or any person who is under his control, or a supplier of services to him; or b) any officer of the Department of Health and Social Services or any person acting on behalf of that Department; uses, without lawful authority, any personal census information or discloses, without such authority, such information to another person, he shall be guilty of an offence.
- 7 (5) If any person uses any personal census information which he knows has been disclosed in contravention of this Act or discloses such information to another person, he shall be guilty of an offence.
- 7 (7) A person guilty of an offence under subsection (4) or (5) shall be liable



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- a) on summary conviction, to imprisonment for a term not exceeding six months or to a fine not exceeding the statutory maximum or to both;
- b) on conviction on indictment, to imprisonment for a term not exceeding two years or to a fine or to both.

### 7 (8) For the purpose of this section

- a) a person is to be treated as under the control of the Registrar General if he is, or has been (i) employed by the Registrar General (whether or not on a full-time basis); or (ii) otherwise employed, or acting, (whether or not on a full-time basis) on behalf of, or as part of the staff of, the Registrar General for the purposes of this Act;
- b) a person is to be treated as a supplier of services to the Registrar General if (i) he supplies, or has supplied, any services to the Registrar General in connection with the discharge by the Registrar General of any of his functions; or (ii) he is, or has been, employed by such a supplier.

### Ethical Standards

The Code of Practice for Official Statistics is central to maintaining a statistical service that meets the needs of government and society and is both trustworthy and trusted. As a result it is important to ensure that we adhere to the standards set out in the Code most notably the following:

- Principle 3: Integrity - refers to the need to follow all statutory obligations governing the collection of data, confidentiality, and release.
- Principle 5: Confidentiality - covers the commitment to safeguard the confidentiality of all the information that we collect and use.
- Protocol 3 - sets out requirements, including the need to comply with all statutory obligations, in relation to the use of administrative sources for statistical purposes.

Further details are available here: <http://www.statisticsauthority.gov.uk/assessment/code-of-practice/code-of-practice-for-official-statistics.pdf>

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# Office for National Statistics

(the **Customer**)

## Census Transformation Programme

### Public Contact Centre Services

**Appendix B / Part 2 / Schedule 2 / Appendix 31**

### **CTP Governance**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

**OFFICIAL**

<b>Reference:</b>	
<b>Author:</b> <b>Owner:</b>	Census Transformation Programme PMO
<b>Version:</b>	1.0
<b>Date:</b>	9 February 2018

**OFFICIAL****Overview**

This Section sets out the arrangements that the Customer has put in place for managing the strategic governance within the Programme, and the associated reporting standards that will be used to monitor the progress of the Programme by the Customer. The Section further sets out how the Supplier (and all other suppliers) will interact with these arrangements, setting out the Customer's requirements for the Supplier.

The Supplier shall note the arrangements that the Customer has initiated to manage Programme governance; and the requirements that are imposed on the Supplier by the procedures and processes set out in this Section.

**Customer's Key Persons**

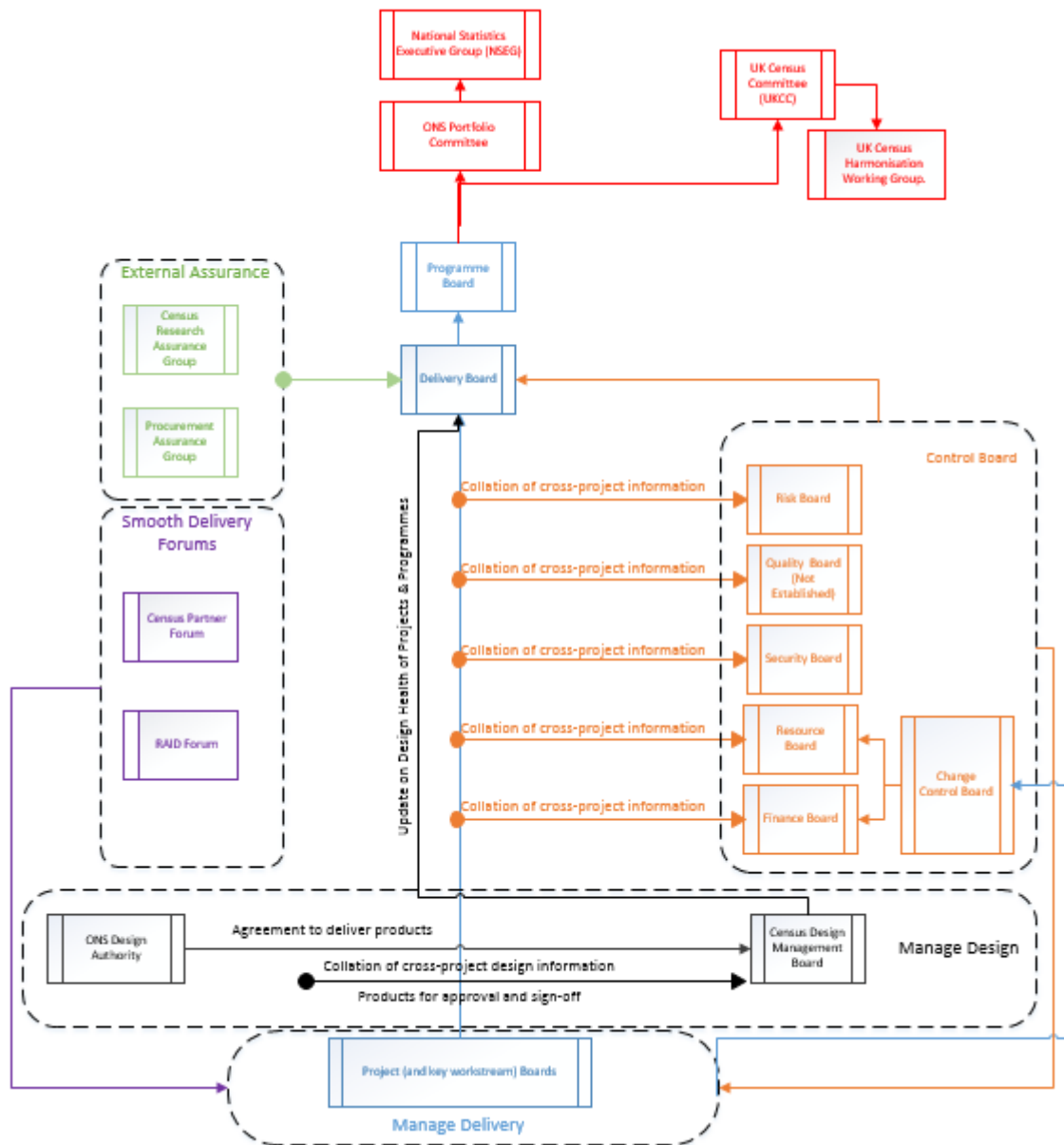
The Customer has clearly defined the roles and responsibilities of several Customer Key Persons across the Programme to ensure the successful delivery of the Programme. The Customer's Key Persons roles shall be defined as follows:

- Programme SRO - The single individual with overall accountability for ensuring that the Programme meets its objectives and delivers the expected benefits.
- Census Director - The person responsible for Programme direction and the provision of people / money for the Programme. Plus, provides the assurance that the Programme follows a well defined practice and delivers the results needed.
- Programme Deputy Director - The person responsible for the Field Operations during the operational stages of the Programme.
- Programme Board Members - Provide focus on strategic topics, unblocking issues and ensuring delivery of the 2021 Census and wider transformation. Acts as the SRO's agent for day-to-day management of the Programme.
- Programme Delivery Deputy Director - The person responsible for the initiation / definition, management and delivery of the Programme and the day to day management of the Programme.
- Product Owner - Agrees ownership of specific products; Understands and represents the need and users of the product. Understands the requirements and prioritisation of the product and provides Acceptance of the product.
- Customer Manager - The main person responsible for the relationship between the Customer and the Supplier.
- Customer Project Manager - The person responsible for the day to day running of the project for the Customer.
- Customer Contract Manager - The person responsible for all elements of the contract between the Customer and the Supplier.

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## Governance Overview

The governance of the Programme is managed through a series of boards and groups each of which has a specific area of focus and overall operate within a hierarchy of importance. These arrangements are summarised in the following diagram:



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Each of the groups and boards identified in the diagram above are described below:

Forum	Details
<b>Census Transformation Programme Board</b>	<p><b>Focus:</b> Strategic, whole Programme.</p> <p><b>Frequency:</b> Monthly</p> <p><b>Chair:</b> Programme SRO</p> <p><b>Membership:</b></p> <ul style="list-style-type: none"> <li>• PPP Transformation Director</li> <li>• PPP Ops Director</li> <li>• Director of Public Policy Analysis</li> <li>• Service Manager</li> <li>• ESTP Director</li> <li>• Director for Methodology and Data</li> <li>• Director of DST</li> <li>• Transformation Programme Manager</li> <li>• BSD Director</li> <li>• Head of Portfolio and Programme Management</li> <li>• Programme Board has delegated responsibility for management of iterations to CTP Delivery Board.</li> </ul> <p>The Programme Board INFORMS:</p> <ul style="list-style-type: none"> <li>• ONS Portfolio Committee on continued progress of the Programme;</li> <li>• UK Census Committee of continued arrangements for the 2021 Census; and</li> <li>• Infrastructure Projects Customer on risks and issues arising from or associated with the Programme activity.</li> </ul>
<b>CTP Delivery Board</b>	<p><b>Focus:</b> Delivery, whole Programme.</p> <p><b>Frequency:</b> Monthly</p> <p><b>Chair:</b> Census Director</p> <p><b>Membership:</b> senior-level representatives from across the Programme.</p>
<b>Census Security Board</b>	<p><b>Focus:</b> To oversee Census Transformation Programme security, providing security governance and a forum to manage security risks for the 2021 Census, Census BAU, Admin Census Project and the Census directorate.</p> <p><b>Frequency:</b> Monthly</p> <p><b>Chair:</b> Programme SRO</p> <p><b>Membership:</b> senior-level representatives from across the Programme.</p>

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Forum	Details
<b>Change Control Board</b>	<p><b>Focus:</b> The Change Control Board will review / debate and impact assess new Change Requests, and is one of the decision making bodies given the Customer, within defined tolerances, to approve, withdraw, reject, escalate or defer any Change Requests made within the Programme.</p> <p><b>Frequency:</b> Monthly</p> <p><b>Chair:</b> Census Director</p> <p><b>Membership:</b> senior-level representatives from across the Programme.</p>

### Programme Assurance

As a part of the overall Programme governance arrangements, the Customer has also established the following assurance groups:

Forum	Details
<b>Projects</b>	<p><b>Focus:</b> the Projects are the working functions of the 2021 Census Operations, and will be responsible for delivering the Products. All CTP Projects have been initiated and are live. Project Managers and Project Support Officers are in post and project teams set up.</p> <p>The current list of Projects are:</p> <ul style="list-style-type: none"> <li>• Communications;</li> <li>• Census Statistical Outputs and Design;</li> <li>• Data Processing;</li> <li>• Administrative Data Census;</li> <li>• Data Collection Services;</li> <li>• CTP Operations;</li> <li>• Census Field Operations.</li> </ul>

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# Office for National Statistics

(the Customer)

## Census Transformation Programme

### Public Contact Centre Services

**Appendix B / Part 2 / Schedule 2 / Appendix 32**

**CTP PMO Configuration Management Summary**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**



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<b>Reference:</b>	
<b>Author: Owner:</b>	Census Transformation Programme PMO
<b>Version:</b>	1.0
<b>Date:</b>	21 February 2018

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## Introduction

This document provides a summary of the Census Transformation Programme PMO Configuration Management strategy and policy. Note, the full strategy and policy documents are available to Customer staff and set out compliance required (Freedom of Information Act 2000; the Official Secrets Act; Data Protection Act; Public Records Act).

## Scope

This summary applies to:

- I. all employees of the Census Transformation Programme (the Customer) (both permanent and temporary), contractors, and consultants who have access to information, wherever this may be located.
- II. all **business-related** information created, received or maintained by us during the document lifecycle until declared as a record. Although not an exhaustive list, examples of items that can constitute records include:
  - Documents (including written and typed documents and annotated copies)
  - Computer files (including word processor files, databases, spreadsheets and presentations)
  - Paper based files
  - Application and other forms
  - Electronic mail messages
  - Diary records
  - Reports.

## Government Security Classification (see Annex A)

Everyone in scope must comply with Her Majesty's Government Protective Marking Scheme detailed in the [Security Policy Framework](#) published by the Cabinet Office.

The use of a protective marking indicates the level of protection and security controls required to protect it against compromise. Under this scheme, information is classified into one of these three protective markings: Official, (Official – Sensitive should be used for personal or other more sensitive documents); Secret, or Top Secret.

Using Outlook will be different when changing the sensitivity of the Email, this co-insides with the Government Classification System but the naming of the Classifications in Outlook differs to: Normal – Official; Personal – Official Sensitive; Private – Secret; Confidential – Top Secret

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### Creation of Information

- Documents will be created within SharePoint from, Word, Excel, Visio, MS Project and PowerPoint, this will keep the consistent approach to using the metadata built within the system
- We will, give that information correct and current metadata from within the folder area, making it easy to navigate and find
- We will, check in the created information for other members to view. If not checked in other members will not be able to view the created doc.

### Naming Convention (see Annex B)

- We will have a universal naming convention of documents within the PMD profession/programmes which will make finding of documents easier, consistent and efficient.
- The agreed naming of documents will fall within the agreed structure set out by the KIM team. We will use the following: Prog/Proj/Portf team name\_Meeting/topic\_document type\_ yyyy.MM.DD
- E.G. **Census\_Programme Board\_Agenda\_2017.09.22**
- The underscore between words has “**GOT**” to be used as a replacement for a space, this keeps the integrity of the link created. Using a space will put a % signs as a replacement
- The “**Title**”, can be used to expand the context of the document.

### Version Control

- Updating documents in our SharePoint site we will use the “**CHECK OUT**” function. This enables amendments to be made to the document by you only as it is “**CHECKED OUT**” to you
- Once finished amending the document will be saved in the original area the document resides in
- You will “**CHECK IN**” the document once finished, enabling other users to view changes made to a document
- SharePoint has a built in version control and once the document has been “**CHECKED IN**” you “**have**” to leave a comment(s) on the changes made to the document. These will be saved in the version history within SharePoint to view on past changes.

### Sharing and Transferring Information

- Documents will be securely transferred between programme and contracted Suppliers using **MoveIT**. This ensures the secure transfer of files, including *Official* (covering commercial information, including contractual information and intellectual property), and *Official-Sensitive*
- **Confluence** will be used for collaborative working with our external Suppliers – but not for sending or transferring information marked *Official* or above

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- Everyone must adhere to the **Government Protective Marking Scheme** (table below) when sharing or transferring information.
- The Supplier should contact the Customer Manager for further information regarding use of MoveIT, Confluence, or appropriate security classification

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**Annex A - Government Security Classification (also known as Government Protective Marking Scheme)**

Security Mark	Definitions	Examples
<b>Official</b>	<ul style="list-style-type: none"> <li>The majority of information that is created or processed by the public sector</li> <li>This includes things which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened threat profile</li> <li>Estimated 90% of government information will fall into <b>official</b></li> </ul>	<ul style="list-style-type: none"> <li>Day to day business of the public sector, including information about public services and finances</li> <li>Personal information that is required to be protected under the Data Protection Act</li> <li>Commercial information, including contractual information and intellectual property</li> </ul>
<b>Official-Sensitive</b>	<ul style="list-style-type: none"> <li>A small amount of OFFICIAL information is of a particularly sensitive nature.</li> <li>This is information where loss or disclosure would have damaging consequences for your organisation, Government, or cause significant distress for an individual or group of people</li> </ul>	<ul style="list-style-type: none"> <li>Policy development and advice to ministers on contentious and very sensitive issues</li> <li>Some information relating to individuals e.g. diversity, tribunal payments, welfare</li> <li>Organisational change plans</li> <li>Fraud, disciplinary, and grievance investigations</li> <li>All pre release data</li> </ul>
<b>Secret</b>	<ul style="list-style-type: none"> <li>Very sensitive information that justifies heightened protective measures to defend against determined and highly capable threat actors</li> </ul>	<ul style="list-style-type: none"> <li>Where compromise could seriously damage military capabilities, international relations or the investigation of serious organised crime.</li> </ul>
<b>Top Secret</b>	<ul style="list-style-type: none"> <li>HMG's most sensitive information requiring the highest levels of protection from the most serious threats</li> </ul>	<ul style="list-style-type: none"> <li>Where compromise could cause widespread loss of life or else threaten the security or economic wellbeing or the country or friendly nations</li> </ul>

**Office for National Statistics**  
**(the Customer)**

**Census Transformation Programme**

**Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 33**

**CTP Reporting Template**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

## SUPPLIER MONTHLY HIGHLIGHT REPORT

**Supplier:**  
**Period Ending:**  
**Updated (date):**  
**Supplier Lead:**  
**Customer Lead:**

### 1 HEADLINES

1.1 Overall RAG Status *(Rolling year, aligned with Commencement Date)*

↓ Time now

<u>Assessment</u>	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
Overall	G	G	G	G	G	G	G	G	G	G	G	G

R Significant Performance Problems     
 A Concerns: Recovery Plan in Place     
 G No Concerns

Summary Description of any "Amber" or "Red" Ratings & Explanation for Change in RAG status

1.2 Headlines *(Brief narrative describing the overall status/progress of activities within the Supplier).*

1.3 Activities planned for next reporting period *(Bullet list of activities planned for the next reporting period).*

### 2 KEY MILESTONE SUMMARY *(RAG status in this section is Green=No Concerns; Amber= Concerns-Recovery plan in Place, Red= Significant Performance problems; Grey=Not Yet Started)*

Level	Id	Milestone Title	Doc Nbr.	RAG Status	% Compl	Baseline Completion	Expected Completion	Actual Completion





## SUPPLIER MONTHLY HIGHLIGHT REPORT

### 3 **CONTRACT CHANGE** *(Identify potential baseline changes; requirements, schedule, etc., Impacts should indicate cross-supplier or External Programme impacts as well as those specific to the workstream. Status values are Open; In-Review; Closed)*

#### 3.1 Potential Changes under Consideration (discussed but RFC not created)

Change Title	Description	Status

#### 3.2 In Process (RFC in circulation) *(CCN is Change Control Notification)*

RFC No.	Change Title	Description	Status	CCN (Y/N)	CCN No.

### 4 **ISSUES, RISKS AND OPPORTUNITIES** *(Record Issues, Risks and Opportunities raised during this reporting period).*

#### 4.1 **Issues** *(Issues identified are to remain until resolved. Status values are "C" – Closed, "H" – High; "M" – Medium; "L" – Low. Issue Id should be formatted "XX-NNN" where XX = 2/3 Letter acronym and NNN is a one-up number for each issue. Impact should be coded 1-6 as per the Supplier Risk Template in Appendix [XX]).*

Issue ID	Issue Description	Impact (1-6)	Owner (Name)	Action Plan	Action Date
		<i>As per Supplier Risk Template</i>	<i>Supplier's Contact</i>	<i>Specific Actions/Outcomes</i>	

#### 4.2 **Risks** *(SHARED Risks included should be those common to both the Customer and Supplier. These should remain on this abbreviated register until confirmed as valid and entered into the Programme Joint Risk/Opportunities Register. Supplier Top Risks should remain in this highlight report until closed. Impact should be coded 1-6 as per the Supplier Risk Template in Appendix [XX]).*

Risk ID	Risk Description	Impact (1-6)	Owner (Name)	Mitigation Plan	Mitigation Date
			<i>Supplier's Contact</i>	<i>Specific Actions/Outcomes</i>	

#### 4.3 **Opportunities** *(SHARED Opportunities included should be those common to both the Customer and Supplier. These should remain on this abbreviated register until confirmed as valid and entered into the Programme Joint Risk/Opportunities Register. Supplier Top Opportunities should remain in this highlight report until closed. Impact should be coded 1-6 as per the Supplier Risk Template in Appendix [XX]).*

Opportunity ID	Opportunity Description	Impact (1-6)	Owner (Name)	Mitigation Plan	Mitigation Date
			<i>Supplier's Contact</i>	<i>Specific Actions/Outcomes</i>	

**SUPPLIER  
MONTHLY HIGHLIGHT REPORT**

**5 ASSUMPTIONS** *(Record Assumptions raised during this reporting period).*

**5.1 Assumptions** *(Record any new Assumptions raised during the reporting period).*

Assumption ID	Assumption Title	Owner (Name)	Description
		<i>Supplier's Contact</i>	<i>Specific Actions/Outcomes</i>

**6 DEPENDENCIES** *(Record Dependencies raised during this reporting period).*

**6.1 Dependencies** *(Record any new Dependencies raised during the reporting period).*

Assumption ID	Assumption Title	Owner (Name)	Description
		<i>Supplier's Contact</i>	<i>Specific Actions/Outcomes</i>

**7 PROJECT STAFF CHANGES**

**8 LESSONS LEARNT**

Description	Impact on others	Date

**9 ANY OTHER INFORMATION** *(Any other information that the Supplier wishes to bring to the attention of the Customer).*

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 34**

### **CTP Risks and Issues Log Template**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

# Census Transformation Programme Risks and Issues Log Template

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<b>Reference:</b>	
<b>Author:</b> <b>Owner:</b>	Census Transformation Programme PMO
<b>Version:</b>	1.0
<b>Date:</b>	9 February 2018

**Annex A – RISKS and ISSUES Log  
Template**



CTP Risks and Issues  
Log - Template.xlsx

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 35**

## **Initial Security Management Plan Template**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

# Security Management Plan

Version 1.0

*9 February 2018*

## Document References

Ref	Title
1	Supplier Security Policy
2	Supplier Acceptable Use Policy
3	Supplier Confidentiality Policy
4	Supplier Information Classification and Handling Policy
5	Supplier Onboarding and Personnel Security Policy
6	Supplier Physical Security Policy
7	Supplier Security Incident Management Policy
8	Supplier Public Sector and Security Policy (SyOps)
9	HMG Security Policy Framework (SPF)
10	HMG Infosec Standard No.1: Technical Risk Assessment
11	HMG Infosec Standard No.2: Risk Mgmt and Accreditation of Information Systems

## Abbreviations & Glossary

Title	Definition
BPSS	HMG Baseline Personnel Security Standard
CESG	HMG National Technical Customer for Information Assurance
CLAS	CESG Listed Advisor Scheme
CTC	Counter-Terrorist Check
DBS	Supplier Business Security
HMG	Her Majesty's Government
ICT	Information & Communication Technology
ISO	International Organisation for Standardisation
NSV	National Security Vetting
PDA	Personal Digital Assistant
SPF	Cabinet Office Security Policy Framework

## Engagement Details (Supplier use only)

Agreement Name	XXXXXXXX
----------------	----------



# 1 Introduction

## 1.1 Purpose and Scope

This document is the baseline Security Management Plan (SMP) to be used by **[insert name of Supplier]** (hereafter referred to as “Supplier”) for the work undertaken for the Office for National Statistics (hereafter referred to as ‘the Customer’) under Agreement reference **[insert reference]**.

The SMP sets out the security controls to be implemented and maintained by the Supplier in relation to the security aspects and processes associated with the delivery of its services to the Customer (“the Services”).

The Supplier shall develop, implement, operate, maintain and continuously improve an Information Security Management System (ISMS). In line with this the Supplier shall develop and maintain a Security & Information Assurance Management Plan.

The Supplier shall comply with its obligations set out in the Security & Information Assurance Management Plan and a sample template forms part of this document. Not all paragraphs are applicable and the supplier must pick and chose depending on the services being provided.

Both the ISMS and the Security & Information Assurance Management Plan shall, unless otherwise specified by ONS, aim to protect all aspects of the Services and all processes associated with the delivery of the Services, including ONS Premises, the Sites, the Supplier System and any ICT, information and data (including ONS Confidential Information and ONS Data) to the extent used by ONS or the Supplier in connection with this Agreement.

### Development of the Security & Information Assurance Management Plan

Within 30 Working Days after the Effective Date, the Supplier will prepare and deliver to ONS for approval a fully complete and up to date Security & Information Assurance Management Plan.

If the Security & Information Assurance Management Plan, or any subsequent revision to it, is approved by ONS, it will be adopted immediately. If the Security & Information Assurance Management Plan is not approved by ONS the Supplier shall amend it within 5 Working Days of a notice of non-approval from ONS and re-submit to ONS for approval. The parties will seek to ensure that the approval process takes no longer than 10 Working Days (or such other period as the parties may agree in writing) from the date of its first submission to ONS.

### Content of the Security & Information Assurance Management Plan

The Security & Information Assurance Management Plan will set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Services and all processes associated with the delivery of the Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions set out in the Agreement.

Specifically the SMP:

- Sets out the security controls to be implemented and maintained by the Supplier in relation to security requirements and processes associated with the delivery of the services to be delivered under the agreed contractual terms.
- Demonstrates that the security policies, controls, procedures and services provisioned comply with the provisions and principles set out in line with the relevant client and regulatory framework.
- Aims “to protect the aspects of the services and the processes associated with the delivery of the Services, including the Customer premises, the sites, the contractor system and any ICT system.”

The security controls and procedures set out in this document demonstrate that the Services provided comply with the provisions and principles set out in the Agreement reference **[insert reference]**.

It is the responsibility of the Customer to notify the Supplier, through the completion of this document, of any required controls above and beyond those detailed in this document or of any changes required to the baseline security controls detailed in this document. If no notification is provided the Customer acknowledges that the baseline security controls detailed in this document are adequate.

## 1.2 Customer Responsibilities

The delivery of the security controls set out in this document is dependent upon the Customer. The Customer will:

- Promptly notify the Supplier engagement team of any security risks, policies or procedures relevant to each engagement that require additional security controls in addition to those listed below;
- Have robust and adequate security arrangements with respect to the engagement;
- Be responsible for the adequacy of its security arrangements and for monitoring compliance against them;
- Undertake regular monitoring of this SMP; and
- Notify the Supplier in a timely manner of any proposed changes to their Security Policy and/or this SMP and the parties will then agree what consequential changes need to be made to this SMP.

## 1.3 Amendment and Revision

The SMP will be normally reviewed by the Supplier on an annual basis to reflect:

- Significant changes to any emerging changes relating to industry good practice;
- Any changes in Agreement or Framework requirements; and
- Any specific and agreed changes to security policy advised by the client that impact the services.

The Supplier will provide the Customer with the results of any reviews of this document and will only implement any proposed changes or amendments to the document following approval in writing by the Customer. Any changes to the SMP requested by the Customer will require the Supplier to be informed using Appendix B Part 2 Schedule 2 Appendix 39 - Change Control, Impact Assessment and Contract Change Notification.

## 1.4 Processing, Storage and Classification

In the majority of cases, the SMP is unlikely to attract a Government Security Classification or one above OFFICIAL-SENSITIVE, which will mean that - excepting in circumstances described below - it can normally be processed and stored on the Supplier's standard corporate IT infrastructure.

In some cases, the SMP could attract a higher classification or require additional controls at OFFICIAL-SENSITIVE e.g. when linked to specific clients. In these cases, the SMP will be completed on accredited IT within the Supplier Secure Facility or a similar system and stored under special arrangements.

The Supplier Security Controller will advise on both classification and subsequent handling when contacted by the compiler.

## 1.5 Security Roles & Responsibilities

List below the security roles defined within this application/system's, the expected security responsibilities and the name of the person(s) assigned to each role.

Security Roles and Assignments		
Security Role	Name and Contact Information	Security Responsibilities
Chairman of Security Board, Compliance Officer etc.	Name: Title: Address: Email address: Phone number:	
Chief Information Officer (CIO)	Name: Title: Address: Email address: Phone number:	
Configuration Management, Change Manager (CM)	Name: Title: Address: Email address: Phone number:	

<b>Security Roles and Assignments</b>		
<b>Security Role</b>	<b>Name and Contact Information</b>	<b>Security Responsibilities</b>
Contracts, Procurement Officer/Manager	Name:  Title:  Address:  Email address:  Phone number:	
Contracting Officer's Technical Representative	Name:  Title:  Address:  Email address:  Phone number:	
Information System Security Officer	Name:  Title:  Address:  Email address:  Phone number:	
Information Technology Architect	Name:  Title:  Address:  Email address:  Phone number:	
Legal Advisor / Representative	Name:  Title:  Address:  Email address:  Phone number:	

<b>Security Roles and Assignments</b>		
<b>Security Role</b>	<b>Name and Contact Information</b>	<b>Security Responsibilities</b>
Privacy or Data Protection Officer	Name: Title: Address: Email address: Phone number:	
Program Manager / Official (Information Owner)	Name: Title: Address: Email address: Phone number:	
QA / Test Director	Name: Title: Address: Email address: Phone number:	
CISO, Head of Security or Security Officer	Name: Title: Address: Email address: Phone number:	
Software Developer	Name: Title: Address: Email address: Phone number:	

<b>Security Roles and Assignments</b>		
<b>Security Role</b>	<b>Name and Contact Information</b>	<b>Security Responsibilities</b>
System Architect	Name: Title: Address: Email address: Phone number:	
System Owner	Name: Title: Address: Email address: Phone number:	
Other Participants	Name: Title: Address: Email address: Phone number:	
<p>Note:</p> <p>Roles that do not apply to this project can be removed. Additional roles can be added as needed.</p>		

## 2 Staff Security Training & Awareness

Identify the person(s) responsible for assuring that training and education is provided to all parties responsible for performing security awareness activities as part of the application System's process.

Security Role	Name and Contact Information
Responsible Person	Name:  Title:  Address:  Email address:  Phone number:

Document how staff will be security trained.

# 3 Security Controls

This section summarises the Supplier's Baseline Security Controls, in accordance with ISO 27001, which will be applied to the engagement and services. Where the Order Form requires that the baseline security standards detailed in this section are not adequate, or where additional controls or amendments to controls are required, then this is detailed under section 3.13 in the text box provided.

**Note:** Where the Order Form or equivalent (e.g. Invitation To Tender) identifies additional security requirements that are not covered by the Supplier's Baseline Security Controls, the Engagement Manager shall consult the Suppliers Security Team to ascertain what additional procedures or controls need to be introduced.

## 3.1 Security Policy

All Staff and the Suppliers have an individual responsibility to ensure their personal compliance with the Supplier Security Policy Framework, including:

- **Supplier Security Policy.** The Security Policy outlines the information security requirements to be implemented in order to safeguard the Confidentiality, Integrity and Availability of the Supplier's Assets. This policy applies to all Staff and the Suppliers and where applicable, to Third Parties accessing the Supplier's Assets.
- **Acceptable Use Policy.** This policy outlines the user responsibilities when using the Supplier systems and handling information in order to ensure that they are being protected and used for legitimate purposes. This policy applies to information held and/or communicated in hard copy, oral and electronic form. It is the responsibility of all Staff and the Suppliers to protect the intellectual property and contact details of the Supplier.
- **Confidentiality Policy.** The Confidentiality Policy is consistent with the Acceptable Use Policy and has been created as a supplement to the overarching Security Policy. This document defines the approach to be taken to manage the Supplier and Client Confidential Information to ensure it is kept secure by preventing unauthorised access to it. This policy gives guidance to all Staff and the Suppliers on how they should behave in relation to handling, storing and processing such information.
- **Information Classification and Handling Policy.** This policy defines the Supplier's approach to applying the appropriate controls to information handling and classification processes. The requirements within this policy are to ensure that any information that is handled by the Supplier is treated in a secure manner.
- **On-boarding and Personnel Security Policy.** The purpose of this policy is to set out the security requirements to ensure that any person who joins, moves within, or leaves the Supplier:
  - Is satisfactorily vetted before they are hired and given access to information and assets on behalf of the Supplier;
  - Is provided with the necessary information in order to understand and accept their contractual security responsibilities; and
  - Exits the organisation in an orderly manner and without undue risk of information loss accruing to the Supplier or its clients.

**Physical Security Policy.**



The purpose of this policy is to outline the approach to manage physical security in order to ensure that our people, physical and electronic infrastructures are resilient and properly protected against a variety of threats. Threats to the security of the Supplier's people, its physical and ICT infrastructures, will be assessed through threat and security risk assessments by DBS and the wider Business. All Staff should comply with the clauses that have been identified as applicable to them. They will be responsible for ensuring that relevant visitors and identified Third Parties accessing the Supplier's physical and ICT infrastructures and the information within follow the processes applicable to them.

### **Security Incident Management.**

Security incidents should be reported and managed effectively to ensure that appropriate corrective action can be taken. This policy applies to the teams who are responsible for implementing the procedures described.

Any specific reporting requirements that apply to certain engagements and services will usually be incorporated within engagement guidance and/or this SMP.

The following ISO 27001 controls refer to information security incident management and have been considered in the design of this policy:

ISO 27001 Controls:

- A.13.1.1: Reporting information security events
- A.13.1.2: Reporting security weaknesses
- A.13.2.1: Responsibilities and procedures
- A.13.2.2: Learning from information security incidents
- A.13.2.3: Collection of evidence

It also takes account of specific Public Sector requirements, identifying the Supplier Public Sector Security Controller as a key point of contact and actor in the event of incidents on Public Sector engagements when broader reporting under Mandatory Requirements, Cabinet Office Security Policy Framework, might need to be enacted.

### **Public Sector Security Operating Procedures (SyOps)**

These SyOps apply to all people engaged in Public Sector and Protectively Marked work. Directors and Managers must ensure that their people are in no doubt about their personal responsibilities for security and the requirements for ensuring security during Public Sector engagements and services. The Supplier also employs a dedicated team of specialist consultants; the DBS Public Sector & Engagement Security team supports and, when required, provides assurance for the Public Sector services to help meet Cabinet Office and client expectations on Information Security.

We have been independently certified to ISO 27001 standard in Information Security by the British Standards Institute (BSI) and is also subjected to six-monthly reviews of ISO 27001 compliance by the BSI.

Supplier IT operational procedures and the security controls documented in the security policies above are compliant with ISO 27001 (see Section 3.12). The policies are approved by the Supplier senior management and are published on the Supplier's intranet for all Suppliers, Staff, and temporary workers to view. Furthermore, the Supplier reviews the policies on a regular basis and in response to significant changes or new threats (e.g. new risks, regulatory or legislative changes and new technological developments). All personnel in the Supplier, whether contractors or employees, are

responsible for ensuring that client and the Supplier confidential information, in whatever form, is handled securely and confidentially.

All Suppliers, Staff, Contractors and Temporary Workers are required to comply with the Supplier Security Policies. Individuals employed for more than two weeks receive training during which they are made aware of these policies. Upon completion of the training, and annually thereafter, they are asked to sign a declaration stating that they have read and agreed to the Supplier's Security Policies. The Supplier's Intranet site provides employees with access to the policies along with readily available guidance and support.

Additionally, new joiners receive an introduction to security awareness during on-boarding to the business and all Staff and the Suppliers must complete annually an on-line training course and exam in confidentiality and security.

### 3.2 Organisation of Information Security

All queries regarding security for the delivery of Services are referred and escalated to the following individuals in the following order:

- The Supplier's Security Representative
- The Customer's Security Representative.

The Supplier assigns responsibilities for security, seeks to understand the Customer's policies, and communicate the relevant aspects to the Supplier engagement team members in an effective way. Engagement Suppliers and Managers have accountability and responsibility respectively for the security of the Services delivered under their engagement, and may delegate this responsibility to a Supplier Engagement Security Lead for day-to-day compliance and, where appropriate, to the relevant project Managers of any supporting sub-contractors.

Where data obtained on this engagement is subject to confidentiality and/or non-disclosure agreements restricting access strictly to named individuals, to mitigate the risks, the following should be undertaken:

- Access to the data is restricted to named individuals.
- Unless otherwise agreed, all data should be kept on the Customer's IT infrastructure and hardware.
- All requests to host client confidential data will be agreed in advance with the Customer and with the Security Officer of the relevant Government department.
- Supplier Staff requiring access to the data for quality and risk review purposes will be authorised by the Customer Security Officer.
- If a request to host Customer data has been agreed by all parties, the data, both electronic and hard-copy will be stored in access controlled folders on the Supplier network, the internal document management system and/or the Supplier List X secure facility *subject to whichever is most appropriate to the classification of the data.*

All Third Parties involved in this engagement are to be detailed in Appendix A of this document. All individuals contracted to work as sub-contractors are employed using approved recruitment agencies or on-boarding processes. Contracts of employment for contractors and third parties include non-disclosure and confidentiality terms. Sub-contractors are risk-assessed and subject to complexity and scale of any projects they may be required to work on, engagement specific training may also be provided to ensure compliance with the Security Policies and SMP.

Other sub-contractors, usually small and medium enterprises or above, are selected with their ability to conform to these security policies in mind, as well as the quality of services that they can offer, and any formal contractual security requirements will usually be disseminated through their contracts with the Supplier for the provision of the specific services.

We shall notify the Customer in writing, of any additions to the list of sub-contractors before a new sub-contractor undertakes any work on the engagement.

### 3.3 Asset Management

Supplier offices are secured when left unoccupied at any time during the day. All Supplier personnel are required to adhere to a clear desk policy and all documents are stored and secured appropriately according to the specific requirements of the Protective Marking classification that applies to the documentation. Supplier Suppliers, Staff, contractors and visitors are obliged to wear distinguishing identity and access cards when on the Supplier premises.

Supplier offices are protected 24/7 by the presence of manned guarding, CCTV and a National Control Room providing over watch of all premises or, where this duty might reside with a Landlord, monitoring and response to 3<sup>rd</sup> party security.

#### 3.3.1 Asset Classification

The UK Government Security Classification System currently comprises three tiers of OFFICIAL, SECRET and TOP SECRET assets. The majority of government information assets fall into the first of these. In accordance with Cabinet Office guidance, information classified as OFFICIAL will be routinely managed within the Supplier's enterprise-level ICT systems and subject to controls aligned with the Supplier's ISO 27001 certification for Information Security, its supporting ISMS and PS SyOps. However, should client Senior Information Risk Owners (SIROs) seek additional controls for specific sub-categories, such as OFFICIAL-SENSITIVE, the Supplier will work with client security teams to agree appropriate risk mitigation and the implementation and management of any additional controls or processes. In summary, the following approach will be taken to hold and process Government Information Assets:

**OFFICIAL** – The assets may usually be stored within the Supplier's standard corporate network unless the volume and sensitivity of the data demands an increased classification and additional controls. Data held on the Supplier's laptops are protected by Whole Disk Encryption and all personnel working on information at this level are required to hold a valid Baseline Personnel Security Standard (BPSS).

**SECRET** – Where assets (including information) involved in this engagement are classified as SECRET, in accordance with the CESG approved data security approach, the following additional security controls are undertaken:

- All Customer assets will invariably be kept on the Customer's IT infrastructure and hardware.
- Access to SECRET assets will only be granted to those who have a business need to know.
- Access to SECRET assets will normally only be granted to those with Security Check (SC) or Developed Vetting (DV) clearance.
- Any removal of hard copy assets will need to be approved by the Customer in writing and the move pre-notified to the Supplier Public Sector and Engagement Security Team to ensure compliance with the Supplier's Public Sector Sy Ops, a verifiable audit trail and minimal risk of loss or exposure during transfer to approved storage.
- All requests to host SECRET information on any Supplier system will be agreed in advance with the Customer and with the Security Officer of the relevant Government department.

- If the information is genuinely commercially sensitive, it may be exempted from disclosure under the Freedom of Information Act.

SECRET assets will NOT be introduced on any internal Supplier system including encrypted USB memory sticks or laptops. The Supplier however, has List X facilities and the systems and processes to handle classified documents and data. We operate secure working areas and where necessary, and on authorisation from the Customer's Security Officer, a List X approved Secure Facility and associated procedures can be used to handle, store and transport SECRET documents. We routinely maintain separation between customers' information, permitting access on a "need to know" basis.

**TOP SECRET** – Where assets (including information) involved in this engagement are protectively marked TOP SECRET, in accordance with the CESG approved data security approach, all Customer assets will be kept on the Customer's IT infrastructure and hardware. TOP SECRET assets must NOT be introduced on any internal Supplier system including encrypted USB memory sticks or laptops. Furthermore, access to TOP SECRET assets will only be granted to Supplier personnel who have a business need and Developed Vetting (DV) clearance. Members of the engagement team with Security Check (SC) clearance, where required may be allowed occasional access to TOP SECRET assets based on agreement with the Customer. Currently, the Supplier does not permit the movement or transfer of any TOP SECRET material to its own premises or systems.

Lastly, the Supplier is aware that it may need to retain and work with legacy assets that may be 'Protectively Marked' (PM) under the previous security policy, or need to work with clients where the Services may demand access to and working with legacy ICT systems containing PM information, Where this is the case, the Supplier will seek to apply the appropriate standards of security and supporting controls previously embraced within the Cabinet Office Security Policy.

### 3.4 Human Resources Security

Prior to employment with the Supplier, the Supplier conducts pre-employment screening for all permanent staff. An approved agency checks academic, professional and personal references and also carries out a Basic Disclosure check via Disclosure Scotland. Additionally, a BPSS check is conducted for all its people and contract personnel employed on Public Sector work. The BPSS process used by the Supplier has been agreed with the appropriate Cabinet Office Policy Head with the Security Secretariat. BPSS provides a level of assurance as to the trustworthiness and integrity of individuals whose work involves access up to and including OFFICIAL-SENSITIVE assets or information, and occasional access to SECRET on a need-to-know basis. Employees are also required to account for any significant periods spent abroad and, in some cases, additional evidence is sought to reference this period. In addition, individuals are required to sign a Declaration of 'Fit and Proper Status' which are evaluated to ensure the person may be regarded as so as a pre-requisite to employment with the Supplier.

Contractors are employed either through approved recruitment agencies or using established on-boarding procedures. Where approved agencies are used, they are provided with the Supplier recruitment standards to follow. Sub-contracted corporates are also required to provide Staff with the appropriate Public Sector clearances for the services. Where specific Public Sector security clearances should apply and contracted 3<sup>rd</sup> parties or agencies are unable to offer these, the Supplier can and does sponsor sub-contractor Staff through appropriate vetting processes (see section 3.4.1).

All Supplier personnel on the engagement will be held responsible for the protection of Customer information entrusted to them, or information to which they are otherwise exposed. As such, the Supplier engagement team should be aware of the engagement security requirements, understand their responsibilities and the need to adhere to all applicable Customer security policies, procedures and

standards to ensure compliance, and will be required to sign-off this process at the commencement of the engagement.

The Supplier has clearly defined, documented disciplinary policy and procedures which are communicated to all employees via the Intranet. Upon termination of employment, there is a process in place to ensure that individuals return any Supplier property in their possession including mobile phones, laptops and PDAs. Access rights are removed automatically from Supplier systems when an individual's employment is terminated.

### **3.4.1 National Security Vetting**

The Supplier employs the BPSS for all personnel working on or directly supporting Public Sector engagements. Where required, the Supplier will provide personnel with appropriate levels of National Security Vetting (NSV) or agree resource for this or other subsequent vetting under sponsor arrangements. All cleared Supplier personnel have an understanding of requirements for protectively marked work under the Cabinet Office Security Policy Framework (SPF) and will have signed the Official Secrets Act. The Supplier also undertakes aftercare for its cleared personnel, embracing changes of circumstance reporting, travel, reliability and other HR related issues. DV cleared personnel also attend periodic one-to-one reviews with the Supplier's Head of Personnel Security, or a suitable delegate.

#### **Counter-terrorist Check (CTC)**

Where staff working on the engagement are required to have access to certain sensitive sites or staff that would be of interest to terrorists. CTC alone does not entitle a holder to access classified information. Thus, The Supplier will usually provide people with either BPSS or – more normally where CTC is stipulated - a higher Security Check (see below) as a minimum. Should a resource agreed by the Customer not have either, on sponsorship by the Customer we will ensure that an appropriate clearance check is submitted within a period agreed with the Customer. In the event that the results of any checks are not satisfactory we will propose a replacement resource with skills and experience at least as good as those of the original resource.

#### **Security Check (SC) Clearance**

SC clearance is for people who have substantial access to SECRET, or occasional access to TOP SECRET assets and information. This level of clearance involves a BPSS check, plus UK enhanced criminal and security checks and a credit check. To gain SC clearance applicants will normally have had to have been a resident in the UK for a minimum of 5 years.

Should a resource agreed by the Customer not have SC clearance, on sponsorship by the Customer we will ensure that a SC check is submitted within a period as agreed with the Customer. In the event that the results of the checks are not satisfactory we will propose a replacement resource with skills and experience at least as good as those of the original resource.

#### **Developed Vetting (DV) Clearance**

This is the highest form of National Security Vetting and is required for people with substantial unsupervised access to TOP SECRET assets. This level of clearance involves Security Check (SC) and, in addition, completion of a DV questionnaire, a financial check, checking of references and a detailed interview with a vetting officer. To gain DV clearance individuals will normally have had to have been a resident in the UK for a minimum of 10 years.

Should a resource agreed by the Customer not have DV clearance, we will ensure that a DV check is submitted within a period agreed with the Customer. In the event that the results of any checks are not

satisfactory we propose a replacement resource with skills and experience at least as good as those of the original resource.

In some instances it may be impractical to wait for individual clearances due to the time taken to process applications when there is an urgent need to bring new Staff on board. In this instance, any such Staff who are also considered essential to meet the Customer's requirements will not be employed on-site or have access to protectively marked data without the Customer's agreement and then only against a specific and agreed risk-managed basis. This is subject to the Supplier Supplier/Manager's and the Customer's approval.

### **3.5 Physical and Environmental Security**

During the engagement, electronic and hard-copy data may be stored in a Supplier shared storage environment (e.g. e-room). We will put procedures in place to restrict access to protectively marked material to authorised personnel and will ensure that electronic and hard-copy data is stored in the appropriate shared storage environment. Customer data marked OFFICIAL-SENSITIVE or below may be stored in the Supplier offices. Data (both electronic and hard-copy) marked SECRET may be stored in our List X facilities where there is a requirement for this and prior authorisation has been provided by the Customer. All other protectively marked data will not be stored in a Supplier shared storage environment of any kind.

We shall also seek to provide a level of security appropriate to protect against:

- The loss of integrity of Customer data;
- The loss of confidentiality of Customer data; and
- Unauthorised access to, or use of, Customer data.

### **3.6 Communications and Operations Management**

An industry standard anti-virus product that is centrally managed is installed on all Supplier laptops. Virus signatures are automatically deployed at least once a day to all Supplier laptops connected to the Supplier network. A centrally managed and monitored host intrusion prevention system is also installed on all laptops.

All Supplier laptops are prompted to conduct a daily back-up between Monday and Friday to a centrally managed backup system. Users are notified that a backup is about to take place and the option to back-up immediately, cancel or defer. After four days, if no backups have been performed, an automated email is sent to the user advising them. The Supplier IT Services run regular reports of users whose machines have performed no successful backup for a rolling one month period. These users are contacted by ITS to ascertain and, if necessary, resolve any technical issues preventing the backup.

All Supplier laptops used on this engagement will be protected with whole disk encryption, normally an Enterprise version of BitLocker on Windows 7 to secure data when at rest.

PDA's for Public Sector engagements are usually Blackberry RIM devices or - where issued – other devices employing a FIPS 140-2 protected application through which corporate e-mail is accessed and managed.

All Supplier laptops are configured to prevent downloading data to unauthorised, unencrypted media.

### 3.7 Use of the Customer's IT Infrastructure

Where Supplier personnel are required to have use of the Customer's IT infrastructure, written consent will be sought from the Customer prior to access. It is the responsibility of the Customer to provide the Supplier with the security policies and procedures applicable, including information on any specific risks associated with working at the Customer's premises. During the delivery of its services, the Supplier will then endeavour to apply requisite security measures to protect against:

- The loss of integrity of Customer data;
- The loss of confidentiality of Customer data;
- Unauthorised access to, use of, or interference with Customer data; and
- Unauthorised access to network elements, buildings and tools used by the Supplier.

In addition, Supplier staff members will NOT share their Customer log-on account and password (if they are assigned one) with another user. All Supplier staff members will read the relevant policies/guidance provided by the Customer and understand their responsibilities when on client site.

### 3.8 Information Systems Acquisition, Development and Maintenance

Where this engagement requires the Supplier to build and/or implement IT systems, a Supplier or other CESG Listed Advisor Scheme (CLAS) or IT Health Check Service (CHECK) consultant will normally be engaged early to assist in defining the system development life-cycle and system security requirements. We will provide the Customer with an outline implementation plan based on the finalised definition of the system development life-cycle. The plan will clearly set out the milestones for the implementation and specify the duration and timetable for achieving each milestone. We shall also specify the deliverables and what the engagement team are expected to deliver by the relevant milestone date.

On termination of the project, where requested in the Order Form, Supplier personnel shall return all of the Customer's assets, including data, in their possession to the Customer promptly and securely. Where other, related data exists, it will be securely stored and subsequently destroyed according with Security Policy Framework guidance for Protectively Marked material.

All electronic data obtained on the engagement will be disposed of securely on termination of the engagement using an electronic shredder. All paper documents that are protectively marked will be disposed of according to the Customer's guidance. Documents protectively marked as OFFICIAL will be shredded in Supplier offices or disposed of in the confidential waste bins where applicable.

### 3.9 Access Control

Where the engagement team will be using mobile devices (PDAs, Laptops, Data sticks and mobile phones) to transfer or store data during the engagement, the Supplier, to mitigate the risks, will implement a mobile working policy which includes secure remote computing device usage and authentication requirements ranging from user name and password to two factor authentication for certain types of access.

The Supplier has a "work anywhere" strategy and both policy and procedures have been implemented to manage secure remote working. The Supplier staff members will refer to the latest version of the Supplier "Use of IT & Communication Systems Policy" described in section 3.1 above. This contains a section with guidance on mobile device security when travelling which includes, but is not limited to:

- Supplier staff should exercise particular care when using the equipment while travelling. Care must be taken to ensure that others cannot look over the Supplier staff member's shoulder when working on a mobile device.

- Privacy screens are available to all Supplier Suppliers and Staff.
- Kensington locks are also available to all Supplier Suppliers and Staff to secure laptops.
- Where possible Supplier staff should avoid checking-in equipment as baggage on any commercial carrier (plane, train, etc.) or at the luggage holding area of a hotel.
- Supplier staff should avoid taking their laptops into pubs, bars, restaurants or any similar environments. If a Supplier staff member does need to take their equipment to these areas they should ensure that their equipment has been shut down fully (not just placed in hibernation mode), is secure, is with them at all times and is not left unattended at any time, even briefly.
- Secure equipment out of sight in vehicles, i.e. locked in the boot of the vehicle for short periods when more appropriate storage might not be readily available.

In addition, electronic data marked SECRET or TOP SECRET will not be transferred or stored on any mobile device without explicit permission of the client and under specific protections and processes compliant with the Security Policy Framework. Normally, protectively marked data will be kept on the Customer's IT infrastructure and hardware. Hard copies may be taken off site with authorisation from the Customer's Security Officer and if securely wrapped.

### **3.10 Information Security Incident Management**

Upon becoming aware of an actual, potential, or attempted breach to security that could potentially impact the Customer or its assets, we will notify the Customer. Furthermore, we shall immediately take reasonable steps necessary to:

- Remedy such breach or protect the systems against any such potential or attempted breach or threat; and
- Prevent an equivalent breach in the future.

The steps will also include any reasonable action or change requested by the Customer. We will provide the Customer with full details of actual, potential or attempted breaches and of the steps taken to mitigate such breaches.

The Supplier will conduct sample security audits of the processes and countermeasures contained in SMPs to the Suppliers compliance on a regular basis. Where a security test on Customer data reveals any actual or potential security vulnerability, breach of the SMP or security requirement, we will notify the Customer of any proposed changes to this SMP in order to correct such vulnerability or breach.

### **3.11 Business Continuity Management**

All members of the engagement should be made aware of any Business Continuity Plans the Customer may have in place that address Business Continuity that may have an impact on the continuity of the engagement. The Supplier maintains its own Business Continuity Plans and will rely on the Customer to ensure that any specific measures that might be enacted by the Customer and that could impact on the delivery of services are briefed to the engagement team.

### **3.12 Information Security – ISO 27001 Compliance**

Supplier LLP is formally certified to ISO 27001 (the international standard for information security management). The scope of the certificate (Certificate No: IS 554408) applies to the Information Security Management System (ISMS) relating to our common processes used to handle process and store a client's confidential information in order for the Supplier to carry out our client engagements, including Protectively Marked Material.



Client confidential information specifically refers to (hard copy and electronic) confidential information received from clients or third parties in connection with the performance of engagements, including working papers and deliverables generated from this information.

The scope of the ISMS is limited to the operation of Supplier LLP, its subsidiaries in the UK, and the Crown Dependencies of Jersey, Guernsey and the Supplier Isle of Man (General Suppliership). A copy of the certificate can be provided upon request. The Supplier is subject to six monthly independent surveillance visits by our auditors and is scheduled to undergo a complete re-inspection in 2016.

### **3.13 Customer Specified Controls/Exceptions Section**

Any changes or requests for additional controls that are required above and beyond those mentioned in this document should be detailed here by the Customer. In addition, any exceptions noted by the Customer should also be detailed here. Where no changes, additional controls or exceptions are specified in this section an assumption is made that the Baseline Security Controls detailed in this document are deemed to be adequate for the engagement in question.

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# 4 Document Sign-Off

The following people have been assigned with sign-off responsibility for this document:

Responsibility	Name	Sign-off Date
Supplier Engagement Manager	XXXXXXXXXX	[insert date]
Supplier Public Sector Security Controller	XXXXXXXXXX	[insert date]
Supplier Engagement Supplier	XXXXXXXXXX	[insert date]
Office for National Statistics Security representative	Chris Pauley	[insert date]

**The Supplier Engagement Manager** should sign-off to the Supplier that the engagement security requirements capture has been completed in conjunction with the Customer and identifies the (ISO) 27001 compliant information security requirements for this engagement, and that the Services to be provided will comply with the provisions and principles set out in the Framework as applicable to the engagement's Service Order.

**The Supplier Public Sector Security Controller** should sign-off to the Supplier that the baseline controls described in this SMP will be adequate for the task and that the Engagement Manager understands what is required to ensure that it is adhered to throughout the engagement.

**The Supplier Engagement Supplier** should sign-off to the Supplier the document sign-off process has been followed and that he or she is satisfied that security arrangements for successful delivery of the contracted services are appropriate.

**The Customer's Security Representative** should sign-off to the Supplier that there are no exceptions to the baseline set of controls detailed in this SMP.

# 5 Appendix A

## 5.1 List of Security Cleared Personnel

The table below details the name, role and level of clearance for all Supplier employees working on the engagement with UK HMG security clearance:

Supplier Employee	Role	Clearance Held	Comment
<i>[employee name]</i>	<i>[employee job title]</i>	<i>[completed by vetting team]</i>	<i>[completed by vetting team]</i>

Where there is a need to amend or alter the list of Security Cleared Personnel during the period of the engagement the Supplier shall inform the Customer in writing.

## 5.2 Third Parties

The following Third Parties will be involved in the engagement:

Name of Third Party	Role in the engagement
<i>[Third Party's legal entity name]</i>	<i>[brief description of the Third Party's role in the engagement]</i>

This document is confidential to the Supplier and *[the Customer]* and is prepared solely for the purpose(s) set out in our engagement letter. You should not refer to or use our name or the document for any other purpose, disclose them or refer to them in any prospectus or other document, or make them available or communicate them to any other party. No other party is entitled to rely on this document for any purpose whatsoever and we accept no duty of care or liability to any other party who is shown or gains access to this document.

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 36**

## **Equality and Diversity Policy**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

The Equality and Diversity policy defines the department's commitment to embedding equality and diversity throughout the business. It provides clarity on what constitutes harassment and bullying and a procedure for dealing with complaints

## **Part one - Equality and Diversity - Policy Statement**

### **Policy Statement**

This Policy covers employee's rights and responsibilities under the department's equality and diversity policy and the relevant legislation. It also applies to visitors, customers, respondents, contractors and suppliers whilst they are supplying goods and services to the department. It gives guidance on the implementation of the policy and the legislation, and has been written in line with The Civil Service Code of Conduct.

### **Principles**

The department is committed to being an equal opportunities employer and to achieving equality of opportunity for all employees. The department values and welcomes diversity and all employees are entitled to work in an environment free from discrimination and harassment.

Our equality and diversity policy aims to ensure that existing employees and applicants for jobs are treated fairly and within the law. No employees or applicants for jobs in the department should receive less favourable treatment on unjustifiable grounds because of their:

- sex
- marital status (including civil partner status)
- age
- race (includes ethnic or national origin or nationality within the constraints of the *Civil Service Nationality Rules*)
- disability
- responsibility for dependants
- religion or belief (actual or perceived)
- sexual orientation (actual or perceived)
- gender identity or transgender status
- pregnancy
- political beliefs
- trade union activities
- working patterns
- contract status

The department supports a range of flexible working patterns to enable employees to balance home and work responsibilities and treats people fairly, irrespective of their working arrangements.

Under our equality and diversity policy the department will also:

- aim to employ a workforce which reflects the diverse community at large
- use only job related criteria in recruitment and selection and promotion
- aim to ensure that all aspects of our pay systems are free of bias

- provide reasonable adjustments and a workplace which is environmentally compatible with and accessible to people with disabilities
- utilise the expertise and skills of all employees and ensure their development through training and other career opportunities; and
- support employee network groups on all ONS sites to ensure management are informed of their needs and that their views are sought
- ensure that companies or individuals supplying goods or services to the department know and adhere to this policy within the department

**The department also commits to:**

- provide mandatory diversity training (and refresher training every 3 years) for all employees and monitor its implementation
- set targets and timescales for policy implementation
- assess the impact of its policies to ensure that real improvements are being made in tackling discrimination and promoting diversity
- monitor and report on the department's performance against actions identified by its Diversity and Inclusion Strategy

**Statutory Requirements**

Everyone working in the department must comply with equality legislation and with codes of practice issued under such legislation. The department recognises its legal obligations and is also committed to operating within the terms of the relevant Codes of Practice (**See Annex A below**) Many of the rights and responsibilities detailed in this policy and which must be conformed with are underpinned by a legal framework (**See Annex A below**) along with definitions of commonly used terms (**See Annex A below**), for example, direct and indirect discrimination, reasonable adjustment, victimisation, harassment, and positive action. All employees have rights (**See Annex B below**) under these Acts, the departments equality and diversity policy and related procedures.

**Annex A**

**Legal Framework:**

The Equality Act 2010

Protection from Harassment Act 1997

Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000

Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002

**Codes of Practice:**

Code of practice on equal pay (2010)

Code of practice on employment (2010)

Code of practice on employment, services, public functions and associations (2010)

## **Definitions of some of the terms used:**

### **a) Unlawful discrimination**

Unlawful discrimination in employment occurs as a result of prejudice, misconception and stereotyping which hinders the proper consideration of an individual's talents, skills, abilities, potential and experience. Unlawful discrimination can be direct or indirect, intentional or unintentional.

### **b) Direct Discrimination**

Direct discrimination is when a person treats another less favourably than they treat or would treat others because of a protected characteristic. Direct discrimination is generally unlawful. However, it may be lawful in the following circumstances:

- where the protected characteristic is age, and the less favourable treatment can be justified as a proportionate means of achieving a legitimate aim
- in relation to the protected characteristic of disability, where a disabled person is treated more favourably than a non-disabled person
- where the Act provides an express exception which permits directly discriminatory treatment that would otherwise be unlawful

#### ***For example:***

- *not promoting a woman who is pregnant on the assumption that she would not be able to cope with a child and new responsibilities*
- *not appointing a man to a senior position because there are too few women*
- *not encouraging an Asian woman to seek professional qualifications, based on the assumption that she is unlikely to seek promotion*
- *not asking a person with partial hearing for an interview because it is thought that they might not be able to use the telephone.*
- *viewing a younger worker as "too young"*
- *not allowing career development opportunities for employees on fixed term or casual contracts*

### **c) Indirect discrimination**

Indirect discrimination may occur when an employer applies an apparently neutral provision, criterion or practice which puts workers sharing a protected characteristic at a particular disadvantage. For indirect discrimination to take place, four requirements must be met:

- the employer applies (or would apply) the provision, criterion or practice equally to everyone within the relevant group including a particular worker
- the provision, criterion or practice puts, or would put, people who share the worker's protected characteristic at a particular disadvantage when compared with people who do not have that characteristic
- the provision, criterion or practice puts, or would put, the worker at that disadvantage; and

- the employer cannot show that the provision, criterion or practice is a proportionate means of achieving a legitimate aim

***For example:***

- *setting an upper age limit of 32 for access to further education with which fewer women than men could comply because of taking a career break to have a family*
- *using word of mouth recruitment as the sole method of advertising vacancies, which perpetuates the current gender/race employee profile and so excludes certain groups*
- *Requiring graduate qualifications where there is no legitimate aim might exclude older workers who are less likely to hold higher academic qualifications*
- *requiring recent graduate experience which might exclude older workers who obtained their qualifications several years ago*

**d) Sex Discrimination in pay**

Occurs where a person of one sex is doing the same or similar work, work which has been rated as equivalent, or work of equal value to a person of the opposite sex, but is not receiving equal pay and other contractual benefits, unless there is a genuine material factor unrelated to sex which accounts for the difference in pay.

***For example:***

- a woman clerical worker could claim equal pay with a male colleague doing similar work. The tribunal would assess whether the differences between jobs were sufficient to justify the difference in pay and whether these differences were based on sex.

**e) Reasonable adjustment**

Under the Equality Act 2010 employers must make reasonable adjustments for people with disabilities. "**Disability**" is defined by that Act as:

"a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day to day activities". this includes people with HIV, cancer and Multiple Sclerosis from the point of diagnosis, rather than from the point when the condition has an adverse effect on the ability to carry out normal day-to-day activities.

***For example:***

a person who could not climb stairs should not be refused a vacancy when the job could be relocated to the ground floor

**f) Victimisation**

Victimisation occurs when a person is treated less favourably than another person because he/she has complained about discrimination or harassment or supported someone who has complained about discrimination or harassment.

**For example:**



a woman makes a complaint that she is being harassed by her boss. Subsequently her work is criticised, she is given impossible deadlines to meet and she receives a performance assessment lower than she might otherwise have expected.

### **g) Positive action**

The positive action provisions of the Equality Act mean that it is not unlawful to recruit or promote a candidate who is of equal merit to another candidate, if the employer reasonably thinks the candidate:

- has a protected characteristic that is under represented in the workforce; or
- that people with that characteristic suffer a disadvantage connected to that characteristic.

However, positive action does not allow an employer to appoint a **less suitable candidate** just because that candidate has a protected characteristic that is under-represented or disadvantaged.

The law permits positive action where it is proportionate to achieving the legitimate aim. It also permits positive action in connection with training for particular work where a protected characteristic is under-represented in the workforce or the relevant population. Types of positive action permitted under legislation include running a positive action mentoring scheme for ethnic minority employees because they are under-represented at senior levels and data shows that they are not being promoted in the same numbers as their white counterparts.

## **Annex B**

### **Employee Rights**

Every employee is entitled:

- to a working environment free from discrimination and harassment
- to complain about discrimination or harassment in the work place
- to make a complaint to an employment tribunal (ET) within three months of the act complained of under The Equality Act (2010) as appropriate, and to seek the assistance of The Equality and Human Rights Commission in so doing
- to continue to make a complaint through the internal grievance procedures after making a complaint to an ET
- to involve ACAS before or after making a complaint to an ET
- to participate in mediation as laid out in the grievance and respect at Work procedure
- for any party to an internal complaint to have it dealt with fairly, thoroughly, sensitively and expeditiously on the facts of the case and in line with our equality and diversity policy
- for any party to a complaint to seek advice from, and be represented by, a 'friend', being either a member of staff or a TUS representative
- to confidentiality as far as possible, consistent with a thorough enquiry and the requirement to keep a central record of complaints made, to ensure the reputation or career of either party to a complaint is not unjustly affected as a result of the complaint having been made

- to equality of treatment in all areas of employment, including:
  - terms and conditions
  - access to the workplace
  - job and work allocation
  - training
  - career development
  - performance review
  - promotion
  - transfer
  - redundancy
  - disciplinary proceedings

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 37**

### **Sustainable Development Policy**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

# UKSA Sustainable Development Policy Statement (2017/18)



## UK Statistics Authority Sustainable Development Policy Statement (2017/18)

It is the policy of the UK Statistics Authority (including the Office for National Statistics, its Executive Office) to conduct its operations in a manner that reflects a commitment to the **protection of the environment**, embeds the principles and priorities of the Government's sustainable development strategy and complies with environmental laws and regulations.

### The UK Statistics Authority will:

- achieve continual improvement in environmental performance;
- consider the environmental impact of our operations and prevent pollution and reduce carbon emissions;
- aim to meet the targets established by the Greening Government Commitments;
- meet all environmental legislative requirements;
- comply with sustainable reporting requirements.

### Our objectives are to:

- reduce carbon emissions from fuel consumption by our buildings;
- reduce water consumption;
- reduce waste;
- reduce, reuse, or recycle all waste;
- incorporate sustainable development issues into our purchasing and contract management strategies; consideration of life cycle, end of life and disposal of products and goods.
- retain a fully functional EMS system to the ISO14001 standard.
- encourage volunteering opportunities within the local community.

### Implementation

The UK Statistics Authority will meet these aims and objectives by the means set out in our Sustainable Development Action Plan.

### Availability of this policy statement

A copy of this policy statement is available to staff on the Office for National Statistics Intranet and to the public on the Office for National Statistics Website.

**Scott Howell**  
**Deputy Director of Service Centre**  
**Chief Commercial Officer**

# **Office for National Statistics**

**(the Customer)**

## **Census Transformation Programme**

### **Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 38**

### **Quality Assurance Requirements**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

## Quality Assurance

### Overview

Any solutions proposed by the Supplier will be subject to a Quality Assurance Process unless otherwise contractually agreed. In order to provide assurance that solutions meet requirements, the Supplier must fully engage the Customer both during the development and operational phases of the Agreement. It must also provide a means of allowing the Customer to provide input to, and comments upon, any processes/systems/materials developed.

### Requirement

The Supplier shall provide their Quality Management Plan, to include, but not be limited to:

- how the Supplier will assure the Customer of the quality of the systems developed and services provided (note that the Customer may want to spot check quality during the lifetime of the Agreement, which could for example, take the form of conducting reviews to assure the product or service meets the stated requirements);
- how the Supplier will assure the Customer of the consistency of quality of the product or Service;
- how the Customer will be involved in, and able to comment upon, the design, development and implementation of any of the service delivery elements;
- how any individual steps in a process will be signed off (for example, the content and format of the adverts for recruitment or the content and format of e-learning);
- likely expectations of Customer's resource;
- how the final sign-off of service elements will be managed;
- how the Supplier will demonstrate quality control during product/service development and during execution of the 2019 Rehearsal and the 2021 Census event; and
- demonstration of ISO 9001 accreditation or equivalent.

# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 39**

**Change Control, Impact Assessment and Contract  
Change Notification**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

# Request for Change Template

Restrict  
Access

Additional  
Authors

\*\* (Contract Change  
only)

	<b>Formal Impact Assessment Required</b>	
<b>RFC Number</b>		<b>Status</b>
<b>RFC Title</b>		<b>RFC Owner</b>
<b>Type of Change</b>		
<b>Description of Change</b>	<p>Include any/all of the following:</p> <p><b>Time</b> = which Level 0 or 1 milestones will this change affect and what will the new milestone date be?</p> <p><b>Cost</b> = what will the cost of this change be?</p> <p><b>Scope</b> = list all products affected by this change.</p> <p><b>Contractual</b> = Does this change impact any contracts if so, which contracts will be affected and will this change require a CCN?</p> <p><b>Consultancy Contract Call off Requests</b></p> <p><b>Technological</b> = Major changes to the agreed technology</p> <p><b>Quality</b> = Where a major changes to current understanding of the features or deliverables</p> <p><b>For Workforce/Establishment List Updates</b> use this link <a href="#">here</a></p> <p>To enable the Census OD, Strategic Planning and Monitoring Team (CODSPM) to effectively update the CTP Establishment List, which is a corporate requirement, we need to provide a way to capture additional posts and changes to posts.</p> <p>As well as additions, changes that we need to capture might include: - movement of posts between projects/branches, grade, profession and amended start/end dates</p> <p>The information that we need to provide to the Corporate Establishment List team is set out in the link.</p> <p>For instances where there is a financial impact you will need to include the associated cost with the RFC template in the usual way.</p> <p><b>Risks/Issues/Decisions/Assumptions/Commitments/Dependencies/Lessons Learned</b> = Has this change been generated from a Risk or Issue (state Risk/Issue Number)/Decision/Assumption/Lessons Learned or will this change generate any new Risks or Issues, Decisions (where did decision generate from), Commitment (where did the commitment generate from), Lessons Learned (state Lessons Learned No) etc. If yes, please state Risk/Issue, Decision/Assumption, Commitment, Dependencies or Lessons Learned etc. Outline any interfaces or dependencies which may be affected by this change.</p> <p>RFC owners need to discuss budgets, costs and cost codes prior to raising an RFC with Management Accounts/Budget operations bi-laterals or the Finance Team.</p> <p>Owners/originators of an RFC need to ensure whether or not money will need to be transferred to another cost centre and ensure that you have the correct codes.</p> <p>You will need to show extracts of your Staffing profiles prior to the change, how the profile will look 'Post' change and show the difference between each.</p>	
<b>Other Options</b>		
<b>Do Nothing Option</b>		
<b>Initial estimate of change costs</b>	<p>Include the cost this year and the estimated cost in future years (include costings with and without VAT).</p> <p>Please state whether the required funding is Resource or Capital.</p> <p>Please state whether there is any impact to any contractual payments.</p> <p>RFC owners need to discuss budgets, costs and cost codes prior to raising an RFC with Management Accounts/Budget operations bi-laterals or the Finance Team.</p> <p>Owners/originators of an RFC need to ensure whether or not money will need to be transferred to another cost centre and ensure that you have the correct codes.</p> <p>You will need to show extracts of your Staffing profiles prior to the change, how the profile will look 'Post' change and show the difference between each.</p>	
<b>Cost Centre Code</b>	<b>Output Codes</b>	<b>Business Area</b>



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Impact Assessors and Comments					
Assessor	Area	Link	Date Received	Comments	Decision

Further Impact Assessors and Comments					

<b>Requested By</b>		<b>Date RFC Raised</b>	
<b>Name of PSO</b>		<b>Business Area/Division</b>	
<b>Product/Name/Number</b>			
<b>Agreement Name **</b>		<b>Agreement Number **</b>	
<b>CCN Number **</b>		<b>Has CCN Been Agreed **</b>	
<b>Quality Assured By</b>		<b>QA Date</b>	

<b>Decision by RFC Owner to proceed with RFC</b>		<b>Comments</b>	
--	--	-----------------	--

<b>Decision</b>			
<b>Date of Decision</b>			
<b>Approved By</b>			
<b>Board</b>			
<b>Link to minutes containing record of decision</b>			
<b>Links to related documents (CCN)</b>			
<b>Further Action</b>			

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Potential Documents to be changed i.e. Product Descriptions. Plans, PID etc	Name of person who updated the document/plan etc.	Date
Programme Plan		
Milestone Definition Document		
Finance Transfers		
Product Description		
Any Other Documents		

Has the change been made	Date Change made	Who was responsible for the change?	Has the Change Owner agreed that we can close the change?

RFC sent out for Information to:					
	Comments			Comments	
	Comments			Comments	

*On completion, please press the submit button within the RFC template. Incomplete fields will delay the Change Control process and the form WILL be sent back to the RFC requestor for completion. CTP Contract Managers should complete RFC template on behalf of suppliers and Project Managers on behalf of Devolved Administrations.*

# Impact Analysis Template

Impact Assessments are to be completed within 5 working days of receipt. All should aim to complete within 3 working days of receipt.

## Restrict Access

RFC Number	
RFC Title	
Assessor Name	
Business Area/Company	
Date of Impact Assessment	
Impact to Business Assessment	- If any of these headings are not applicable to this RFC, state N/A.
Impact Assessor recommendation and comments to support your recommendation	Impact Assessor Recommendation should be either: Approve, Reject, Defer, Escalate, Withdraw - if you are suggesting deferral, state timescales indicate preferred recommendation option if applicable, i.e. approve - option 2. Suggest timing/release as to when this should be implemented. State impact on interfaces and Dependencies, Commitments, Lessons Learned etc
Are there any other available options not considered yet	
What would be the Administrative costs of any workaround	
Impact Assessment	- If any of these headings are not applicable to this RFC, state N/A.
Impact on the project's Key Performance Indicators & Critical Success Factors	
Impact on your goals & quality standards	
Impact on your products/deliverables/releases	List all products separately which will be affected by this RFC which will need updating
Impact on time	Level 0 and Level 1 Milestones
Impact on cost	including all appropriate financial year profile, if applicable and include all ongoing future costs i.e. licences, resources required and ongoing support costs
Impact on scope	include list of products and Product numbers affected
Impact of contracts	What is the impact on contracts already awarded or being procured? Is a CCN required for this change request?)
Possible impact on any Interfaces and Dependencies	Outline which interfaces and/or dependencies will be affected
<b>Risks and Issues</b>	
Impact on existing risks/issues or does this RFC raise any new ones	
Decision	

*On completion, press the submit button within the Impact Assessment template. Incomplete forms will delay the Change Control process; if fields are empty the form will be sent back to the Impact Assessor for completion. CTP Contract Managers should complete RFC template on behalf of suppliers and Project Managers on behalf of Devolved Administrations.*

## Contract Change Notification

### Restrict Access

CCN Number	CCN001	RFC Number	RFC0144
Agreement Title		Agreement Reference	

WHEREAS the CUSTOMER AND THE SUPPLIER entered into a Agreement for the provision of and now wish to amend the Agreement.

IT IS AGREED as follows:

1. With effect from the date of signature on behalf of both parties the Agreement shall be amended as set out below:

[Details of the amendments to the **Agreement** to be inserted here – to include the explicit changes required to the text in order to effect the change, i.e. Clause/Schedule/paragraph number, required deletions and insertions and any changes to cost (+ or -) must be detailed here etc]

2. Words and expressions in this Contract Change Notification shall have the meanings given to them in this Agreement.

3. Save as herein amended, all other terms and conditions of the Agreement inclusive of any previous CCNs shall remain in full force and effect.

Signed for and on behalf of the CUSTOMER

By	
Name	
Title	
Date	

Signed for and on behalf of the SUPPLIER

By	
Name	
Title	
Date	

### Internal Use only

Link to RFC	Notes Link
Signed Contract Change Notification (CCN)	
Insert PDF of Countersigned CCN	
Cost of Change	
Cost of change including VAT	

Cost Centre Code	Output Codes	Business Area

**Office for National Statistics  
(the Customer)**

**Census Transformation Programme  
Questionnaire Management Services**

**Appendix B / Part 2 / Schedule 2 / Appendix 40**

**Supplier Integrations**

**Version: 1.0**

**Date: 9 February 2018**

**Document Number: PU-17-0382**

**Supplier Integrations**

Indicative high-level Census Supplier Operational Interfaces

	ONS (Customer)	Assisted Digital	Contact Centre	Translation	Paper Questionnaire Return	Questionnaire Management	Print and Post Out	Census Field Force People Services Partner	Field Force Supplies, Logistics and Replenishment	<ul style="list-style-type: none"> <li>Market Research</li> <li>Specialist PR Agency &amp; Public Relations</li> <li>Specialist Media Buying Agency</li> </ul>
Assisted Digital	- HQ / Operational Management - Online collection		X	X	X	X	Physical delivery	X	X	Indirect operational information exchange (via ONS)
Contact Centre	- HQ / Operational Management - User support workflow and escalation - Online collection - Response management - Protective monitoring logs - Indexes and address lookups	X		X	X	X	X	X	X	Indirect operational information exchange (via ONS)
Translation	- Direct operational information exchange	X	X		X	X	X	X	X	X
Paper Questionnaire Return	- HQ / Operational Management - Response management - Protective monitoring logs	X	X	X		Physical delivery and collection	X	X	X	X
Questionnaire Management	- HQ / Operational Management - Response management - Protective monitoring logs - Statistical processing - Indexes and address lookups	X	X	X	Physical delivery and collection		X	X	Physical delivery and collection	X
Print and Post Out	- HQ / Operational Management - Response management	Physical delivery	X	X	X	X		X	Physical delivery	X
Census Field Force People Services Partner	- HQ / Operational Management - User support workflow and escalation - Field technology provision, training and support - Protective monitoring logs	X	X	X	X	X	X		- Indirect data exchange (via ONS) - Indirect operational information exchange (via ONS)	Indirect operational information exchange (via ONS)
Field Force Supplies, Logistics and Replenishment	- HQ / Operational Management - User support workflow and escalation - Field technology provision, training and support - Protective monitoring logs	X	X	X	X	Physical delivery and collection	Physical delivery	- Indirect data exchange (via ONS) - Indirect operational information exchange (via ONS)		X
<ul style="list-style-type: none"> <li>Market Research</li> <li>Specialist PR Agency &amp; Public Relations</li> <li>Specialist Media Buying Agency</li> </ul>	- HQ / Operational Management - Direct operational information exchange	Indirect operational information exchange (via ONS)	Indirect operational information exchange (via ONS)	X	X	X	X	Indirect operational information exchange (via ONS)	X	Communications suppliers will share information with each other <u>via ONS</u> during design and development phases.

Key / Explanation

<p><u>General interface categories used in the matrix above</u></p> <p>Physical delivery and collection [e.g. Printed material. Where necessary includes coordination of delivery and collection between parties] Direct data exchange Indirect data exchange (via ONS) Direct operational information exchange Indirect operational information exchange (via ONS)</p> <p><u>Definitions</u></p> <p>“information” = unstructured data, including but not limited to advisory guidance and summarised reports “data” = structured data, which may include but is not limited to MI data, personal questionnaire responses and field staff data</p> <p>Information exchange to support general communication and documentation during the design and development of services is expected to happen between any or all suppliers, but always coordinated through ONS. This collaboration is outlined in Section C403. Therefore this is not included on the grid. Interfaces for <i>Operational</i> stage information exchange <u>are</u> included.</p> <p><u>ONS supplied services</u></p> <p>ONS supplied services include in-house manual process, digital services developed by ONS, and digital/technology products provided through ONS and procured from technology suppliers.</p> <p><u>Directionality</u></p> <p>The direction of the flow of data and information for each interface (e.g. supplier A to supplier B; supplier A to ONS; etc) is not detailed here and is covered in the requirements for each service under Section B or in subsequent clarification with ONS.</p>	<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <div style="text-align: center;"> <p>X</p> <p>= no operational interface</p> </div> </div>	<p><u>Additional ONS-specific interface categories</u> (only used in the ONS (Customer) column in the matrix above)</p> <p>Field technology provision, training and support Field work allocation and management Field device provision Field device support Field officer self-help provision [including links to and from content]</p> <p>HQ / Operational management Management and distribution of field staff data Operations Management – Management Information feeds and report dissemination Operations Management – Issue and Incident Management feeds (two way)</p> <p>User support workflow and escalation Public Support – routing to/from back office telephony, support/escalation workflow Field support – routing to/from back office telephony, support workflow</p>	<p>Response management Case status updates Case instructions / address details</p> <p>Online collection Respondent / agent authentication Online questionnaire usage</p> <p>Statistical processing Captured questionnaire responses Collection paradata</p> <p>Indexes and address look ups Address matching against shared address register Coding indexes</p> <p>Protective monitoring logs Particularly applies to suppliers handling personal response data or field staff data.</p>
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Cover

Document Instructions

Overview

1. Operational Phase

2. Non Operational Phase

3. Management Price

4. APQ System

5. Interpretation

6. Telephone Capture

7. Other Costs

Volumetrics

# Public Contact Centre - PRICING SUBMISSION DOCUMENT

This model is provided by the Customer to enable suppliers to submit their pricing. The model provides the Customer the ability to track, monitor and evaluate the model for the 2018 Rehearsal and 2021 Census

Version: Final

Date: 19/02/2018

# CUMENT

submit their pricing quotations for the Services. It also  
potential contractual arrangements for the 2019



# **Office for National Statistics**

**(the Customer)**

**Census Transformation Programme**

**Public Contact Centre Services**

## **Appendix D - Acceptance of Tendering Conditions**

**Version: 1.0**

**Date: 21 February 2018**

**Document Number: PU-17-0386**

**APPENDIX D: ACCEPTANCE OF TENDERING CONDITIONS**

**FROM:** [INSERT NAME, ADDRESS AND CONTACT DETAILS OF TENDERER] ("Tenderer")

**TO:** Office for National Statistics

**DATE:**

Dear Sirs,

**Re: Public Contact Centre Services for the  
Census Transformation Programme**

Pursuant to the Invitation to Tender (ITT) by the Office for National Statistics (Customer), we the undersigned, undertake that we have read the terms of the ITT and the Agreement and agree to be bound by such terms and have submitted a Tender in accordance with the terms of the ITT.

Where capitalised terms are used in this undertaking they shall have the same meaning as given to such terms in the ITT and the Agreement unless otherwise expressly stated to the contrary in this undertaking. A reference to a person includes firms, partnerships, statutory and non statutory entities and corporations and their successors and permitted assignees or transferees.

We the undersigned undertake as follows;

- that we have not included any condition qualifying our Tender in any unauthorised manner or altered any aspect of the ITT in any way;
- to confirm that our Tender shall remain open for acceptance by the Customer for a period of 9 months from the date of this undertaking and we shall not withdraw this Tender during this period;
- to execute the Agreement in the form specified at Appendix B1 of the Procurement Pack. Unless and until a formal agreement is prepared and executed, we confirm that our Tender together with your acceptance thereof in writing shall constitute a binding contract between us;
- we have submitted a bona fide Tender, intended to be competitive and we have not fixed or adjusted our pricing by or under or in accordance with any agreement or arrangement with any other Tenderer;
- we have not and we undertake that we will not do at any time before the hour and date specified for the return of the Tender in the ITT any of the following acts:
  - communicate to a person other than an appropriate member of the Customer our pricing information to be included in our Tender, except where the disclosure, in confidence, of such pricing information (or any component thereof) is necessary to obtain information/advice required for the preparation of the Tender; or
  - enter into any agreement or arrangement with (i) any other person resulting (whether directly or indirectly) in that person refraining from submitting a Tender or (ii) another

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Tenderer concerning any rates/fees submitted or to be submitted by that Tenderer in any Tender; or

- offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services/Goods any act or thing of the sort described above.
- to confirm that we have not colluded, and will not collude, with any other potential or actual Tenderer in relation to the ITT in any way;
- having made relevant and comprehensive enquiries of our organisation and all the organisations referred to in our Tender and our professional advisers, at the date of this undertaking we are aware of no conflicts of interest (whether professional or commercial) nor, to the best of our knowledge, is there likely to be any conflict of interest, should the Tenderer and the organisations referred to in our Tender be appointed as the Supplier; and
- as soon as we become aware or ought to have become aware of any actual or potential conflict of interest which may impact on the Tenderer's ability to perform the Services, we shall notify the Customer in writing.

We accept and agree that the Customer will only consider our Tender on the basis of the above undertakings and we acknowledge that that the Customer will rely on the above undertakings. We the undersigned confirm that the above undertakings are true and accurate and reflect our honestly held beliefs at the date of this undertaking and if circumstances change such that the undertakings set out above can no longer be honoured by the Tenderer, we will immediately notify the Customer.

Signature:

Name:

Title:

For and on behalf of (Tenderer):

Date: