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## Call-Off and Joint Schedules

### For RM6103 Call-Off Contracts – Equivalent Content for RM1050

#### a) Call-Off Schedules

**Call-Off Schedule 1 Transparency Reports** – The schedule relates to the requirements of Procurement Policy Note 1/17 which updated the contract transparency principles to be applied by central government bodies originally set out in PPN 13/15.

This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 23.

There was no equivalent schedule for RM1050. Transparency policy requirements were addressed by Clause 34.5 of the terms and conditions.

**Call-Off Schedule 2 Staff Transfer**– The schedule sets out the parties' obligations in relation to the potential for transfer of employment of Buyer/incumbent supplier employees to the incoming Supplier at contract start, and from the incoming Supplier at the end of the new contract. It incorporates warranties and indemnities to clarify the Parties' respective pre- and post- transfer liabilities.

This schedule is not used for Lots 4 and 5.

The equivalent schedule for RM1050 was Call-Off Schedule 12, containing similar basic content.

**Call-Off Schedule 3 Continuous Improvement** – This schedule is only available if you are undertaking a further competition and is intended to drive improvements to quality and efficiency of service provision, to reduce costs and to encourage innovation.

There was no equivalent schedule for RM1050. Similar content was contained in Clause 17 of the terms and conditions

**Call-Off Schedule 4 Call-Off Tender** – Include this schedule if you are carrying out a Further Competition and want to carry across the commitments made in the winning supplier's tender into the Call-Off Contract.

There was no equivalent schedule for RM1050.

**Call-Off Schedule 5 Pricing** – Include this if the Order Form doesn't provide sufficient scope to capture the full detail of your contract pricing. This schedule is not used for Lots 4 and 5 where its content is an optional element in Call-Off Schedule 22.

The equivalent schedule for RM1050 was Call-Off Schedule 3 with same basic content.

**Call-Off Schedule 6 ICT Services** –This is an Optional Schedule for Lots 1, 2 and 3. The schedule includes additional due diligence terms relevant to ICT service provision, and there are also obligations on the Supplier to ensure that software they provide satisfies the Buyer's interface requirements on an ongoing basis.

The schedule gives the Buyer the option of requiring the Supplier to produce Quality Plans to govern service delivery, these for Buyer approval and to be implemented and adhered to after agreement

The schedule contains simplified software licensing provisions that recognise market practice in respect of Commercial Off-the-Shelf ("COTS") software. The Supplier must

provide licences for COTS software, both its own and third party products on the usual commercial terms for such software. These terms will then be incorporated into the contract in Schedule 21, which sits at the bottom of the order of precedence of contract components. Only those provisions dealing with licensing and use of the software will be operative as all other aspects of the transaction between the Buyer and the Supplier are dealt with by the other components of the contract – Core Terms and Schedules.

This schedule is not used for Lots 4 and 5 where its content is an optional element in Call-Off Schedule 22.

The equivalent content for RM1050 was contained in various provisions in the terms and conditions – Clauses 2, 7.1.4, 7.5, 32 and 33 in particular.

**Call-Off Schedule 7 Key Supplier Staff** – You should decide if there will be certain Supplier roles and personnel that will be key to satisfactory delivery of your contract. If so, include this schedule in the contract and list the key roles with details of the Supplier staff to occupy those roles to be input before award.

This schedule is not used for Lots 4 and 5 where its content is an optional element in Call-Off Schedule 22.

Equivalent provisions for RM1050 were contained in Clause 25 of the terms and conditions, and Part C to Call-Off Schedule 4.

**Call-Off Schedule 8 Business Continuity & Disaster Recovery** – Decide if you need the assurance of a robust Supplier Business Continuity and Disaster Recovery Plan to ensure that unforeseen events don't have a serious impact on the operations to which your contract relates. If so, then include this schedule in your contract. If you want your Supplier to produce a tailored BCDR Plan this must be within the context of a further competition and you'll need to specifically mandate such an approach or the Supplier's standard BCDR Plan will apply.

The schedule is not used for Lots 4 and 5.

The equivalent schedule for RM1050, using very similar basic content, was Call-Off Schedule 10.

**Call-Off Schedule 9 Security** – Firstly you will need to decide if you should include this schedule in your contract. Will there be any potential ICT security exposure for the Buyer associated with the Supplier's performance of the contract? If so then one of the options in the schedule should be adopted. The Short Form version obliges the Supplier to comply with the Buyer's Security Policy, and a Security Management Plan which they must produce for Buyer approval and which must set out how all aspects of the Deliverables will be protected. It will be subject to annual review and updating. The Long Form option also obliges the Supplier to implement an Information Security Management System compliant with relevant standards and key government guidelines. This is to be tested and updated annually.

If you are contracting for a Software as a Service ("SAAS") solution you should select the Part C option which is specifically drafted for this type of Solution

This schedule is not used for Lots 4 and 5.

The equivalent schedule for RM1050, using very similar drafting to the Long Form option, was Call-Off Schedule 8.

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**Call-Off Schedule 10 Exit Management** – The purpose of the schedule is to ensure provision of a service transition at contract end from the Supplier to the Buyer or a replacement supplier with minimal operational disruption.

The Supplier is obliged to provide appropriate assistance with any re-tendering of the service requirement and can also be required to undertake “Termination Assistance” activities at contract end to facilitate contract exit.

This schedule is not used for Lots 4 and 5.

The equivalent schedule for RM1050 was Schedule Call-Off 11, using very similar drafting.

**Call-Off Schedule 11 Installation Works** – This schedule will only be appropriate where the Supplier needs to carry out minor building works associated with provision of the Deliverables.

The equivalent provisions for RM1050 were contained in Clause 9 of the terms and conditions

**Call-Off Schedule 12 Clustering** – This schedule is only to be used in a highly specific set of circumstances – where a group of public sector purchasing bodies (a “Cluster”) want to use a contract let by a single member of the Cluster.

There were no equivalent provisions in RM1050

**Call-Off Schedule 13 Implementation Plan & Testing** – Part A Implementation Plan, Parts B & C Testing Options 1 and 2

This assumes the Supplier has submitted an Outline Implementation Plan as part of its tender, this designed to satisfy Buyer requirements in respect of implementation timescales and Milestones. The OIP will be a high level plan to be developed into a detailed Implementation Plan in line with the requirements of the schedule.

The equivalent content for RM1050 was Part A of Call-Off Schedule 4.

There are two options for a Call-Off Contract testing regime in the schedule. Part B contains a detailed regime applicable to contracts let under Lot 1 and based on that for RM1050 Call-Off Schedule 5. Part C contains a simpler option that may be adopted for contracts let under Lots 2 and 3.

This schedule is not used for Lots 4 and 5 where similar provisions are an optional element in Call-Off Schedule 22.

**Call-Off Schedule 14 Service Levels** – Consider what you need to specify to ensure a service that meets your business needs and set your Service Level needs accordingly. This schedule allows you to document them along with any Service Credit regime applicable if Service Level requirements are not met

This schedule is not used for Lots 4 and 5 where its content is an optional element in Call-Off Schedule 22.

The equivalent content in the RM1050 model Call-Off Contract was Call-Off Schedule 6, with much of the text the same.

**Call-Off Schedule 15 Call-Off Contract Management** – You might want to consider adopting and adapting this schedule to meet the specific contract management needs of

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your deal. This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 23.

The comparable content for RM1050 was Annex 1 to Part B of Call-Off Schedule 6.

**Call-Off Schedule 16 Benchmarking** – This schedule can only be used where a contract results from a further competition. This schedule is intended to ensure that the good value achieved through a further competition is maintained throughout the life of a contract.

The equivalent content for RM1050 was Clause 24 of the terms and conditions.

**Call-Off Schedule 17 MOD Terms** – This schedule is only of relevance to MOD Buyers.

The relevant content for RM1050 was contained in Call-Off Schedule 15

**Call-Off Schedule 18 Background Checks** – You will want to use this schedule if your contract may involve supplier staff coming into contact with children or vulnerable adults, or if there are other sensitivities around past criminal behaviour. The schedule allows the Buyer to specify that the Supplier ensures that staff involved in performance of the contract are subject to, and satisfy, checks in respect of relevant convictions. This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 22.

The equivalent content for RM1050 was Clause 26.2 of the terms and conditions.

**Call-Off Schedule 19 Scottish Law** – This schedule is required for contracts awarded by Scottish Buyers.

The relevant content for RM1050 was contained in Call-Off Schedule 15

**Call-Off Schedule 20 Call-Off Specification** – You may want to use this schedule if you've carried out a Further Competition and want to incorporate your specification in the contract.

For RM1050 the nearest equivalent was Schedule 2.

**Call-Off Schedule 21 Supplier-Furnished Terms** – In this schedule you should incorporate;

- i. Any licensing agreement for software supplied by the Supplier under the contract
- ii. Any support terms applicable for provision of software support services under the agreement
- iii. Terms for the provision of a Software as a Service (SaaS) solutions

Note where these sets of terms sit in the order of precedence of contract components – refer to the “Call-Off Incorporated Terms” section of the Order Form.

This schedule is not used for Lots 4 and 5 where its content is an optional element in Call-Off Schedule 22.

For RM1050 the nearest equivalent was Schedule 9.

**Call-Off Schedule 22 Contract Delivery** – This optional schedule is only available for Lots 4 and 5. It brings together the core content of Call-Off schedules 5, 6, 7, 13, 14, 18 and 21 as optional components of a single schedule. It is intended to be used where a contract is relatively straightforward but requires more content than can comfortably be captured in a completed Order Form. If you use the schedule you'll need to indicate on the Order Form which parts you'll be applying.

There was no equivalent for RM1050.

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**Call-Off Schedule 23 Contract Management** - This schedule is also only applicable to Lots 4 and 5 and is constructed on a similar basis to Call-Off Schedule 22. It brings together all of the essential contract management-related content from Joint Schedules 2, 4, 10 and 11, and Call-Off Schedules 1 and 15 in a single schedule. It will be needed for all Lot 4 and 5 Call-off Contracts.

There was no equivalent for RM1050.

**Call-Off Schedule 24 (Northern Ireland Law)** – This schedule should only be used by Northern Ireland Buyers that want their contract to be subject to the law of Northern Ireland and subject to the jurisdiction of the courts of Northern Ireland courts.

For RM1050 equivalent content was contained in Schedule 15.

**Call-Off Schedule 30 Financed Purchase Agreement** -This is an optional schedule to be used where Buyer requires any of the Goods to be the subject of a lease, loan or hire purchase agreement (a “Financed Purchase Agreement”), the Buyer and the Supplier will discuss and jointly select a lessor/third party, with the terms of the Financed Purchase Agreement to be documented in Call-Off Schedule 30.

There was no equivalent for RM1050.

## **b) Joint Schedules**

**Joint Schedule 1 Definition** – This is an essential element of your contract defining significant words and phrases used in the Core Terms and template schedules. You should augment the basic content with any new definitions specifically required for your contract.

For RM1050 the equivalent content was in Call-Off Schedule 1.

**Joint Schedule 2 Variation Form** – A necessary element for your contract defining the format for formally documenting contract changes. This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 23.

For RM1050 the equivalent content was in Call-Off Schedule 14

**Joint Schedule 3 Insurance Requirements** – The basic schedule specifies the establishment and maintenance by the Supplier of the insurance policies mandated as part of the procurement establishing the Framework Contract, and at the levels then specified. This should be adequate for most Call-Off Contracts placed under the Framework but where necessary Buyers are able to specify a requirement for Additional Insurances as part of their call-off procurement.

There was no equivalent schedule for RM1050 but the subject of insurance requirements was addressed by Clause 37 of the terms and conditions

**Joint Schedule 4 Commercially Sensitive Information** – You should ask your Supplier to tell you if any of the information they provided is commercially sensitive such that they would not want it disclosed in response to a Freedom of Information request. The response will provide the content for this schedule. This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 23.

There was no equivalent schedule for RM1050 but the subject was addressed by Section 3.2 of the Order Form

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**Joint Schedule 5 Corporate Social Responsibility** – This is a core schedule that sets out basic Corporate Social Responsibility/Social Value requirements applicable to all Framework Suppliers. You may have your own CSR/SV requirements to be included in your contract.

There was no equivalent schedule for RM1050.

**Joint Schedule 6 Key Sub-Contractors**– This schedule allows CCS and Buyers to exert an appropriate degree of control over the appointment by the Supplier of “Key Subcontractors”, with the latter defined as:

*“any Subcontractor:*

- a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or*
- b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or*
- c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract,”*

The Supplier must obtain CCS approval before using a new Key Subcontractor for any Call Off Contracts, and the relevant Buyer must authorise use of a Key Subcontractor for their Call Off Contract. Approval may be refused where the Key Subcontractor falls foul of parameters specified in the schedule

This schedule should always be used where Key Subcontractors are likely to be involved in contract delivery.

There was no equivalent schedule for RM1050 but the subject of sub-contracting was addressed by Clause 28 of the terms and conditions

**Joint Schedule 7 Financial Distress** – The schedule addresses circumstances in which a Supplier/Guarantor/Key-Subcontractor is subject to a deteriorating financial position while remaining solvent.

Inclusion of the schedule at Framework level means that all Framework suppliers have obligations to CCS to comply with the Financial Distress monitoring and management regime set out in the schedule, including the potential provision of a Financial Distress Service Continuity Plan to safeguard continued performance of all Call-Off Contracts if the Supplier experiences a Financial Distress Event. CCS would maintain ongoing communications with Buyers under such circumstances.

If at Call-Off level your requirement is of considerable operational significance, and will be reliant on one or more Key-Subcontractors, or you have specified a requirement for a Call-Off Guarantor then you may want to specify that the Key-Subcontractors and/or Guarantor must be covered by the requirements of the schedule.

There was no equivalent schedule for the RM1050 Call-Off Contract but equivalent content was included in Framework Schedule 16.

**Joint Schedule 8 Guarantee** – This schedule will be used where there are particular concerns over the ongoing financial stability of the Supplier such that there is a need for assurance from a Third Party Guarantor that will:

- Potentially be called upon to meet Supplier financial obligations to the Relevant Authority in the event these are not met on demand;
- Indemnify the Relevant Authority against the consequences of Supplier default; and
- Ensure performance of the Supplier's contractual obligations in the event of default

There was no equivalent schedule for RM1050 but the subject of provision of a Call-Off guarantee was addressed by Clause 4 of the terms and conditions. A model form of guarantee was included in Framework Schedule 13.

**Joint Schedule 10 Rectification Plan-** An essential schedule that defines the format for any Rectification Plan that your supplier may have to provide in the event that you so specify in the wake of a Supplier Default. This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 23.

There was no equivalent schedule for RM1050

**Joint Schedule 11 Processing Data –** This schedule is needed to address any processing of personal data associated with the performance of your contract. Normally, in terms of Data Protection rules the Buyer will be the Controller, specifying the purpose and means of processing personal data, while the Supplier will be the Processor, carrying out such processing under the instructions of the Controller. Under such circumstances you will need to complete the Annex to the schedule to clearly set out the processing of personal data that you authorise the Supplier to undertake under the contract. This schedule is not used for Lots 4 and 5 where its content is merged into Call-Off Schedule 23.

The subject matter of Joint Schedule 11 was addressed in RM1050 by Clause 34.7 of the terms and conditions and Call-Off Schedule 16.

**Joint Schedule 12 Supply Chain Visibility -** This schedule implements the requirements of PPN 1/18 which only applies to Central Government contracts with a value greater than £5 million per year. The PPN mandated such contracts to include provisions obliging the prime contractor to advertise sub-contracts opportunities arising after contract award and worth more than £25,000 on the Contracts Finder Website. Such contracts must also contain specific provisions regarding provision of information by the prime contractor to the customer in relation to sub-contracts with SMEs.

There was no equivalent schedule for RM1050