

FRAMEWORK AGREEMENT SCHEDULE 2: GOODS AND SERVICES AND KEY PERFORMANCE INDICATORS

PART A: GOODS AND SERVICES

1 INTRODUCTION

- 1.1 Crown Commercial Service (the Authority) is seeking to establish a Framework Agreement for the provision of Journal Subscriptions (Print and Electronic). The Framework Agreement shall comprise of the following services; The Supply of Print Journals, Electronic Journals and a combination of Print and Electronic Journals, as detailed in paragraph 4 - Description of Services.
- 1.2 The purpose of this Framework Schedule 2 Part A: Goods and Services is to provide a description of the Goods and Services that the Supplier shall be required to deliver to Contracting Authorities under this Framework Agreement.
- 1.3 This Framework Agreement shall be available to public sector organisations to provide Journal Subscriptions throughout the United Kingdom. There shall be a requirement for the Goods and Services to be provided Overseas and Suppliers shall ensure that they can cover this factor where indicated.
- 1.4 The information published in section VI.3 of the OJEU Contract Notice provides a list of the UK Central Government Departments, their Agencies and Arm's Length Bodies and all other Contracting Authorities who will be eligible to access this Journal Subscriptions Framework Agreement.
- 1.5 The aim is to appoint a single Supplier (or a Group of Economic Operators with a lead contact), to provide Journal Subscriptions (Print and Electronic) across UK public sector authorities on a 'one stop shop' fully managed service basis.
- 1.6 The Framework is structured to offer Contracting Authorities flexibility and choice. It will be a matter of judgment for the Contracting Authority to decide which particular service(s) are most appropriate to meet their specific requirements and best deliver their business needs.
- 1.7 This Framework will be managed centrally by Authority and the Call Off Contracts will be managed by the Contracting Authority.
- 1.8 The duration of this Framework Agreement is 48 months, with no option to extend.
- 1.9 This procurement has been advertised by publishing a Contract Notice in the OJEU, advertising the Open Procedure under the Public Contracts Regulations 2015 (the "Regulations").

2 BACKGROUND

- 2.1 Government departments require journals to access research and information. The journals cover a vast range of titles and subjects, to be determined by the Contracting Authority. Journals are primarily used in department reference libraries, but also in other Government locations. In addition to the journal goods, the departments require a number of associated services (delivery, subscription management & customer services).

3 AIMS AND OBJECTIVES

- 3.1 The main aim of this procurement exercise is to replace the existing Contracts held by various government departments that are due to expire. This Framework Agreement will provide a contracting vehicle to the UK Government and Wider Public Sector for a

period of up to 4 years to purchase and access Journals for business related insight, research and personal development purposes. It is a service that would be primarily used by the various department's Librarians but also by business areas within the corporate centre and those that provide front line services.

- 3.2 By aggregating the government's journal requirement it is anticipated that there will be increased leverage available to influence discounts. Similarly a key aim of the Framework is the provision of a single point of contact delivering a reduced administrative burden on Contracting Authorities.

4 DESCRIPTION OF SERVICES

- 4.1 Contracting Authorities will have a requirement for the provision of a range of journals in three different service offerings and two different formats, namely Print, Electronic or a combination of both (Print and Electronic).
- 4.2 All Contracting Authorities will be provided with access to an Online Portal to enable them to search, order, manage and monitor journals.
- 4.3 Detail of print and electronic journals currently used by Contracting Authorities is provided in Attachment 8 – Pricing Matrix, List of Titles tab, this list is indicative and additional journals shall be added if required.
- 4.4 The service shall be scalable to cope with future changes in journal requirements.

5 MANDATORY SERVICE REQUIREMENTS

This paragraph provides details of the mandatory requirements that the Supplier shall be expected to fulfil in their entirety in order to meet the service delivery requirements of this Framework Agreement. It is important that Suppliers take time to fully understand this important part of the service delivery requirement. ALL mandatory requirements (a to p) shall be required to commence from the implementation of the Call Off Contract with the Contracting Authority.

- a) **Online Portal Mandatory Requirements** – The Supplier shall provide an online portal together with maintenance of the said portal to the Contracting Authorities. Please refer to paragraph 6;
- b) **Access Mandatory Requirements** – The Supplier shall fully comply with all aspects of the access requirements. Please refer to paragraph 7;
- c) **Licences Mandatory Requirements** – The Supplier shall fully comply with all aspects of the licence requirements. Please refer to paragraph 8;
- d) **Ordering, Renewals, Cancellations and Delivery Mandatory Requirements** – The Supplier shall fulfil all aspects of the ordering, renewals, cancellation and delivery requirements. Please refer to paragraph 9;
- e) **Implementation, Training and Technical support Mandatory Requirements** – The Supplier shall provide an implementation strategy, training and technical support to the Contracting Authorities. Please refer to paragraph 10;
- f) **Fees, Payment and Invoicing Mandatory Requirements** – The Supplier shall fully comply with the range of purchasing, payments and invoicing processes for Contracting Authorities. Please refer to paragraph 11;
- g) **Management Information and Data Reporting Mandatory Requirements** – The Supplier shall have the capability and capacity to provide all of the Management Information and Data Reporting requirements as prescribed in Framework Schedule 9. Please refer to paragraph 12;
- h) **Claims Mandatory Requirements** - The Supplier shall fulfil all aspects of the claims requirements. Please refer to paragraph 13;
- i) **Complaint Procedure Mandatory Requirements** - The Supplier shall have in place a complaints procedure which fully satisfies the requirements. Please refer to paragraph 14.
- j) **Business Continuity and Disaster Recovery Mandatory Requirements** –The Supplier shall fully comply with all aspects of Business Continuity and Disaster Recovery requirements. Please refer to paragraph 15;
- k) **Transition and Exit Mandatory Requirements** - The Supplier shall fully comply with all aspects of the transition and exit requirements. Please refer to paragraph 16;
- l) **Contract Management Mandatory Requirements** - The Supplier shall fully comply with all aspects of the contract management requirements. Please refer to paragraph 17;
- m) **Confidentiality and Data Security Mandatory Requirements** - The Supplier shall fully comply with all aspects of the confidentiality and data security management requirements. Please refer to paragraph 18;
- n) **Continuous Improvement Mandatory Requirements** – The Supplier shall fully comply with all aspects of the continuous improvement requirements. Please refer to paragraph 19.

- o) Sustainability Mandatory Requirements** - The Supplier shall fully comply with all aspects of the mandatory sustainability requirements. Please refer to paragraph 20.
- p) Social Value Mandatory Requirements** - The Supplier shall fully comply with all aspects of the mandatory social value requirements. Please refer to paragraph 21.

6 ONLINE PORTAL - MANDATORY REQUIREMENTS

This paragraph describes the mandatory requirements of the Online Portal that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 6.1** The Supplier shall provide a comprehensive Online search, order, manage and monitor system 'online portal' from a secure platform which shall be accessible 24 hours per day and 365 days per year including weekends and bank holidays.
- 6.2** The Online Portal shall enable Contracting Authorities to search for all journals available for subscription, identify whether they are available as Print only, Print and Electronic or Electronic only and the costs of each format available.
- 6.3** The Online Portal shall enable Contracting Authorities to place orders, track orders in 'real time' and view Management Information regarding any subscriptions made, including but not limited to the following:
 - publisher
 - format of journal ordered (i.e. print and/or electronic)
 - subscription period
 - price
 - licence details (i.e. user numbers)
 - claims
 - renewals
 - payment information
 - number of copies ordered (for print)
 - frequency of publication issued during the subscription period
 - order receipt
 - despatch confirmation
 - courier tracking reference where applicable
- 6.4** The Online Portal shall allow Contracting Authorities to download Management Information in a Microsoft Office format (e.g. Excel, Word).
- 6.5** The Online Portal must provide access to electronic journals and shall include the following characteristics:
 - an A-Z listing of all titles subscribed to
 - the facility to view tables of contents for titles not subscribed to
 - the ability to search by subject
 - the facility to include holdings and print only titles
 - a clear indication of what is available, i.e. tables of content, abstract or full text
 - the ability to handle authentication via IP address, Athens, Shibboleth or password logon or any other means. Concurrent user access may be required
 - the ability to restrict access according to licence conditions
 - the facility to set up alerts by title or subject
 - easy to generate Management Information statistics on usage

- compliance with the requirements of the Equality Act
- an administration facility
- source lists available for data sets

- 6.6** The Supplier shall provide the Contracting Authorities with separate/direct access to publishers' portals for view and download of all journals subscribed to. In addition, where possible the Supplier shall ensure that Electronic journals shall also be available on the Online Portal rather than the Contracting Authority having to separately access publisher's portals for view and download. Where this is not possible, the Supplier shall provide a link from their Online Portal to the publisher's portal.
- 6.7** Electronic journals must include full text and shall include illustrative or graphic material.
- 6.8** The Supplier shall ensure the Online Portal is compatible with current and previous versions of Microsoft Explorer, Google Chrome, Firefox and Safari.
- 6.9** The Supplier shall ensure its Online Portal remains compatible with any relevant future browser versions once they are released.
- 6.10** The Supplier shall ensure that the Online Portal is compatible and accessible with mobile devices, such as e-readers, tablets and Smart Phones
- 6.11** The Supplier shall provide an additional optional repository service for the Contracting Authorities to place and access their own publications on the Supplier's Online Portal. These publications shall only be made available to the Contracting Authorities to view unless agreed at Call Off Contract stage.

7 ACCESS - MANDATORY REQUIREMENTS

This paragraph describes the mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 7.1** Secure Access to the Goods and Service shall be made available to Contracting Authorities either by the Supplier's portal or via a third party portal and shall be password activated per licence or be accessed by silent authentication in order to be compatible with the requirements of each Contracting Authority, for both direct access, e-information portals or a Contracting Authority's intranet.
- 7.2** Each User shall be issued with a unique identifier in the login credentials. Access should be available to more than one User within each Contracting Authority, each of whom will have an individual login to the Online Portal.
- 7.3** The Supplier shall ensure, where unique credentials are required for new Users to be able to access the Services, it must be provided within 48 hours of notification by the Contracting Authority.

8 LICENCES - MANDATORY REQUIREMENTS

This paragraph describes the licence mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 8.1** The Supplier shall be responsible for negotiating with publishers, obtaining and maintaining all licences, authorisations, consents or permits required in relation to the performance of its obligations under the Call Off Contracts.
- 8.2** When delivering the Goods and/or Services to Contracting Authorities, the Supplier's Personnel may have access to some information which is considered sensitive or is confidential, for example, the titles of journals subscribed to by certain government departments. The Supplier shall ensure that no sensitive or confidential information is

communicated to any third party. The Supplier shall note that in this context a 'third party' is any individual or organisation other than the Contracting Authority and its Personnel, and the Supplier and its Personnel.

8.3 The licence type shall fall into three (3) licence models:

Model 1) Simultaneous (concurrent) Users. A limited maximum number of Users can access material at any one time.

Model 2) Licence per individual User. This shall consist of a single licence per User which shall be transferable at no additional cost to the Contracting Authority.

Model 3) Licences purchased on behalf of the Contracting Authority by volume, and may permit access by Users via the Contracting Authority's IP address. These licences shall be transferable between Users at no additional cost to the Contracting Authority.

Contracting Authorities may require an alternative licensing models to those listed in paragraph 8.3 above, this will be agreed at Call Off Contract stage.

9 ORDERING, RENEWALS, CANCELLATIONS AND DELIVERY - MANDATORY REQUIREMENTS

This paragraph describes the mandatory ordering, renewals, cancellations and delivery requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 9.1** The Contracting Authority(s) Call Off Contract shall stipulate a unique number for order and invoice referencing. Contracting Authorities may stipulate with each Call Off Contract separate lines where costs are attributable to more than one budget holder.
- 9.2** The Supplier shall ensure that Contracting Authorities will be able to place orders via the Online Portal, telephone, email, fax or post.
- 9.3** The Supplier shall be required to process urgent orders or queries made by the Contracting Authority. When the Contracting Authority advises the Supplier that an order is urgent, the Supplier must process this order within the timeframe agreed within the Call Off Contract.
- 9.4** The Supplier shall notify the Contracting Authority as soon as possible when deadline for urgent orders cannot be met.
- 9.5** The Supplier shall be required to acknowledge an order placed by a Contracting Authority within 1 Working Day and shall process all new subscription orders within 2 Working Days of receipt.
- 9.6** The Supplier shall acknowledge an information enquiry made by a Contracting Authority within 1 Working Day and shall provide a substantive response or further holding reply within 2 Working Days of receipt.
- 9.7** The Supplier shall be required to deliver print journals to delivery points throughout the UK. In addition, the Supplier shall provide the flexibility for deliveries to the rest of the world via a standard form of address for despatch via the system used by a Contracting Authority.
- 9.8** The Supplier shall minimise the risk or any impact with delivery and access to print journals supplied by publishers.
- 9.9** The Contracting Authority shall be responsible for notifying the Supplier of any change in their delivery address.

- 9.10** The Supplier shall provide a next Working Day delivery option.
- 9.11** Where specified delivery times (i.e., next Working Day) are not met, the Supplier shall be responsible for working with its delivery contractor to ensure the Goods are delivered within a time frame mutually agreed with the Contracting Authority at no additional cost to the Contracting Authority.
- 9.12** The Supplier shall ensure continuity of access to electronic journals for current and previous subscription periods.
- 9.13** For subscription-based Services, the Supplier shall provide Contracting Authorities with a renewal list at least three months prior to the subscription expiry date, or by an agreed date on an annual or twice yearly basis as agreed at Call Off Contract stage.
- 9.14** The renewal list provided to the Contracting Authority by the Supplier shall include but not limited to the following information:
- title
 - ISSN
 - format; print or electronic
 - publisher name and address
 - account number
 - subscriber name & address
 - subscriber code
 - order number
 - renewal date / subscription period or start date / end dates
 - quantity
 - frequency of publication
 - price information including currency (if not pounds sterling)
 - bibliographic changes (e.g. delayed publication, name changes etc)
 - URL or access arrangements for electronic publications
 - number of copies (if Print)
- 9.15** When a Contracting Authority instructs a Supplier to cancel an order, the Supplier shall take action to ensure that the cancellation is effective immediately and that no further costs are incurred by the Contracting Authority. The Supplier shall accept Notice of cancellation via the Online Portal, e-mail, fax or post.
- 9.16** The Supplier shall advise the Contracting Authority of any cancellation charges of either the publisher or the Supplier before cancellation is made and seek reconfirmation from the Contracting Authority that they still wish to cancel.
- 9.17** The Supplier shall acknowledge receipt of all cancellation requests within ten (10) Working Days.
- 9.18** The Supplier shall ensure that where available a refund in respect of cancelled subscriptions is obtained from the publisher and credited to the Contracting Authority within seven (7) calendar days of receipt from the publisher.

10 IMPLEMENTATION, TRAINING AND TECHNICAL SUPPORT - MANDATORY REQUIREMENTS

This paragraph describes the mandatory requirements of the implementation, training and technical support that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 10.1** For each individual Contracting Authority the Supplier shall put in place an agreed implementation strategy.
- 10.2** The implementation strategy will ensure that the transfer of the Goods and/or Services from the incumbent supplier has no impact on delivery of the Goods and/or Services to the Contracting Authority.
- 10.3** The Contracting Authority shall require the Supplier to work co-operatively with the Contracting Authorities incumbent supplier to ensure a planned and robust transfer of all the Contracting Authorities details existing departmental customers and their requirements in accordance with the Data Protection Act 1998.
- 10.4** The Supplier shall be required to liaise with the Contracting Authority's IT department in order to ensure accessibility through various intranet sites, portals and security systems to enable full fault free access. Some Contracting Authorities may have IL3 level security.
- 10.5** The Contracting Authority will provide a named contact in their IT department, who will provide the Supplier with all information necessary to deliver IT related Services.
- 10.6** The Supplier shall provide regular updates (to be agreed at Call Off Contract stage) on progress and any issues, key risks identified during the implementation stage to the Contracting Authority.
- 10.7** The Supplier shall provide training as agreed at Call Off Contract stage, free of charge to the Contracting Authority in the use of its systems. This training may include but not limited to the following;
 - user guides,
 - online tutorials,
 - webinars, and
 - face-to-face sessions.
- 10.8** All online training formats shall be hosted by the Supplier's IT structure and should not require the Contracting Authorities to download software onto their computers.
- 10.9** The Supplier shall be required to support their Goods and Services by means of a free customer and technical support help desk function for the Contracting Authorities. This shall be provided as a telephone contact point and also offer an email support facility as an addition to the telephone support service.
- 10.10** The technical support help desk function shall be provided free of charge during office hours 9 am to 5 pm Monday to Friday as a minimum (excluding bank holidays).
- 10.11** The Supplier's help desk Personnel shall be fully trained and able to answer queries / questions quickly and efficiently.

11 FEES, PAYMENT AND INVOICING - MANDATORY REQUIREMENTS

This paragraph describes the mandatory payment and invoicing requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 11.1** The Supplier shall be required to negotiate with publishers in order to obtain the highest discounts available to Contracting Authorities for the supply of Print, Electronic and Print and Electronic journals.
- 11.2** The Supplier shall ensure that as the volume of subscriptions rises through the Framework, they shall negotiate a higher discount for the supply of Print, Electronic and Print and Electronic journals which each Contracting Authority shall receive.
- 11.3** The Supplier shall be required to negotiate with publishers to provide trial access to new products and sample issues.
- 11.4** The Supplier shall ensure that all Contracting Authorities are informed of the most competitive route to market, including any additional volume discounts, discounts on format(s) required,
- 11.5** The Supplier shall ensure that all fees related to orders should be clearly marked to show all fees levied on top of the discounted rates received direct from the publishers. Additional services such as administration sites, training or support should be detailed separately.
- 11.6** The Contracting Authority shall specify which payment option(s) they will require at the Call Off Contract stage. The Supplier's Online Portal shall have the ability to support payment options as directed by Contracting Authority customer(s) to include Electronic Payment Card (EPC), Purchase to Pay system (P2P) and manual electronic invoicing arrangements.
- 11.7** Where an EPC is used, the Contracting Authority shall not be charged an additional fee for the use of that card.
- 11.8** Without prejudice to any other remedy available to the Contracting Authority or the card issuing bank as against the Supplier, the Supplier shall indemnify the Contracting Authority against any loss or damage arising from the use of EPC caused by any wilful act or omission or negligence of the Supplier providing always that the Contracting Authority shall have exhausted any remedy against the card issuing bank in respect of such loss or damage.
- 11.9** When required by the Contracting Authority an e-commerce (P2P) system, the Supplier shall interface with the Contracting Authority e-Commerce (P2P) system.
- 11.10** Where the Contracting Authority do not require a full e-Commerce (P2P) system, the Supplier shall provide an alternative solution as agreed with the Contracting Authority at Call Off Contract stage.
- 11.11** The Supplier shall comply with the Contracting Authority requirements in respect of authorisation, invoicing and payment processes and procedures specified by individual Contracting Authority. For example, requirements may include, but not be limited to, consolidated invoicing, invoicing by Cost Centre; electronic invoicing; invoicing to different levels of detail etc. Under the direction of the Contracting Authority, the Supplier shall be required to assist Contracting Authorities in the promotion of invoice process efficiencies.
- 11.12** Invoices shall be submitted in arrears to individual ordering points or as instructed by the Contracting Authority.
- 11.13** Invoices should be clearly addressed; and refer to the service provided and charging basis. The Supplier shall provide a full itemised breakdown of charges e.g.

administration fees and any other additional charges indicated on the Supplier's invoice.

11.14 If required, the Supplier shall manage the validation and payment of invoices on behalf of the Contracting Authority(s).

12 MANAGEMENT INFORMATION AND DATA REPORTING - MANDATORY REQUIREMENTS

This paragraph describes the management information and data reporting mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions. Please refer to Framework Schedule 9: Management Information.

- 12.1** The Supplier shall operate and maintain appropriate systems, processes and records to ensure that at all times it can deliver timely and accurate Management Information to the Authority in accordance with the provision of this Framework Agreement (Attachment 4) as set out in Schedule 9 - Management Information.
- 12.2** The Supplier shall provide Management Information reports to the Contracting Authority in accordance with the requirements specified in the Call Off Contract. This must include as a minimum:
- monthly usage by volume, spend, title and department; and
 - frequency and length of Online Portal breakdown incidents (i.e. where online content is not available to the Contracting Authority).
- 12.3** Management Information and data reporting shall be provided to the Authority and to the Contracting Authorities free of charge
- 12.4** The Supplier shall complete and upload the Management Information System Online (MISO) template, issued by the Authority. The MISO template shall be completed and uploaded by the 5th Working Day of each month for the duration of this Framework Agreement.

13 CLAIMS - MANDATORY REQUIREMENTS

This paragraph describes the mandatory Claims requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 13.1** The Supplier shall put in place a Claims procedure to hasten outstanding orders and other missing Goods and Services.
- 13.2** The Supplier will acknowledge Claims made within 2 Working Days and process all Claims (except those classed as urgent) within 3 Working Days and provide the Contracting Authority with a status report for each claim (24 hours or earlier) after processing the Claim and then on a regular basis (but not more than every 72 hours).
- 13.3** The Supplier shall process all urgent Claims within 24 hours of notification by the Contracting Authority and provide the Contracting Authority with a status report for each claim 12 hours or earlier after processing the Claim.
- 13.4** The Supplier shall liaise with the publisher to resolve Claims made within 3 Working Days of receiving a Claim or within 24 hours for urgent Claims
- 13.5** The Supplier shall accept Claims by e-mail, fax, telephone, post and through the Online Portal.
- 13.6** Status reports shall be provided to the Contracting Authority by email and shall be available to view through accessing the Online Portal.

- 13.7** The Supplier shall pro-actively seek information from publishers on delayed, suspended, ceased etc. publications, and notify the Contracting Authority accordingly, thus minimising the need to claim. This information shall be provided to the Contracting Authorities by email and be available to view through accessing the Online Portal.
- 13.8** The Supplier shall provide the Contracting Authority with monthly reports detailing the number of Claims made, what the Claims were for, the number of Claims resolved successfully (including timing) and updates on Claims made the previous months. Access to the management information should be available through accessing the Supplier's Online Portal and there should be the facility to view historical Claims.
- 13.9** The Supplier shall be expected to identify and highlight any trends in Claims such as the frequency of claims being made against a particular publisher, and provide advice on continuation of subscription.

14 COMPLAINTS PROCEDURE - MANDATORY REQUIREMENTS

This paragraph describes the mandatory complaints procedure requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions.

- 14.1** The Supplier shall ensure that any complaints received directly from the Authority and/or the Contracting Authorities are acknowledged within 24 hours of the details being received and is dealt with as a matter of priority.
- 14.2** The Supplier shall proactively work to seek a resolution of the complaint and provide progress updates to the Authority and/or the Contracting Authority at intervals of 2 Working Days until a satisfactory resolution has been agreed which is mutually acceptable to the parties involved.
- 14.3** The Supplier shall provide a comprehensive report on all complaints to the Authority and those complaints that are relevant to Contracting Authorities on a monthly basis or as agreed by the Authority and/or the Contracting Authority. The report shall contain the following information:
- date received;
 - name of Contracting Authority;
 - name of complainant;
 - contact details of complainant;
 - nature of complaint;
 - actions taken to resolve the complaint; and
 - date of resolution.
- 14.4** The Authority and/or the Contracting Authority will define any additional requirements during the implementation and the term of the Framework Agreement and Call Off Contract.

15 BUSINESS CONTINUITY AND DISASTER RECOVERY - MANDATORY REQUIREMENTS

This paragraph describes the mandatory business continuity and disaster recovery mandatory requirements that the Supplier shall fulfil in its entirety as part of the provision of Journal Subscriptions. Please refer to Schedule 8 of the Call Off Contract.

- 15.1** The Supplier shall provide separate Business Continuity and Disaster Recovery plans, relevant to the service delivery of this Framework Agreement, to the Authority upon

signing the Framework Agreement and to the Contracting Authority at Call Off Contract stage. These should be reviewed every 6 months or after any major incident.

- 15.2** The Supplier shall have a robust Business Continuity Plan in place to maintain the delivery of Services during periods of unplanned unavailability the Online Portal and/or offline service(s). The plan shall include the ability to implement the provisions of the Escrow agreement to access the source code in the event the Contracting Authority is unable to access the system.
- 15.3** The Supplier shall maintain its readiness with a Business Continuity plan in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated standards in accordance with Schedule 8 of the Call Off Contract.
- 15.4** The Supplier shall provide a comprehensive Disaster Recovery Plan which details the processes by which significant disruptions will be managed to support Contracting Authorities and Users

16 TRANSITION AND EXIT - MANDATORY REQUIREMENTS

This paragraph describes the transition and exit mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract Schedule 9: Exit Management.

- 16.1** Upon request by the Authority the Supplier shall be required to produce an updated exit plan relating to the withdrawal from the Framework Agreement. This will be requested either before termination, or a minimum of three months prior to expiry of the contract. As a minimum the exit plan shall include:
 - management of contractors resources;
 - lead times for phased withdrawal of Services;
 - timescales and indicative timeline;
 - communication plan to customers; and
 - handover of management information
- 16.2** Exit plan factors shall be considered in accordance with each Contracting Authority and the Call Off Contract start and end dates.
- 16.3** The Supplier shall conduct a risk and issue analysis and identify and report to the Authority all pertinent factors on a risk and issue log. All risks and issues identified shall be scored on a matrix such that likelihood of the risk or issue occurring is referenced against the impact severity should the risk or issue arise. All risks and issues shall consider staffing and employment issues and contingency/countermeasures. The risk and issue log shall identify all proposed mitigation to reduce or counter the risks and issues.
- 16.4** The exit plan will be treated as commercial in confidence, and is required to help both the Supplier and the Authority deal with the risks and issues related to the expiry or termination of the Framework Agreement.

17 CONTRACT MANAGEMENT – MANDATORY REQUIREMENTS

This paragraph describes the contract management mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract.

- 17.1** The Supplier shall be required to appoint an account manager and a suitable deputy to cover periods of unavailability and absence, to attend all required meetings for the management of this Framework Agreement. The regularity of Contract Management

meetings shall be agreed between the Authority and the Supplier, but the Supplier should make provision for a minimum of one review meeting per annum.

- 17.2** The Supplier shall be required to appoint each Contracting Authority a single named individual to act as a dedicated account manager responsible for all business including complaints resolution. The Supplier must ensure in the absence of the account manager a suitable deputy is available to carry out his/her duties.

18 CONFIDENTIALITY AND DATA SECURITY – MANDATORY REQUIREMENTS

This paragraph describes the confidentiality mandatory requirements the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract.

- 18.1** A Contracting Authority may require the Supplier to sign a non-disclosure agreement, and procure that the Supplier's Personnel will sign a non-disclosure agreement, if the Supplier has access to confidential material. The Supplier shall adhere to this requirement.
- 18.2** The Supplier shall ensure that information obtained by the Supplier or any Supplier Personnel concerning the Contracting Authority's business is treated as confidential. The Supplier shall inform the Contracting Authority immediately if it becomes aware of any breach of confidentiality.

Cyber Essentials

- 18.3** It is mandatory for Suppliers by the date of the Framework Agreement or at a later date when Cyber Essentials Data are received by the Supplier to demonstrate that they meet the technical requirements prescribed by Cyber Essentials. This is in order to further reduce the levels of cyber security risks in their supply chains. The Cyber Essentials Scheme and the related Assurance Framework both indicate that there are two levels of protection in dealing with cyber security risks. These include a more basic level of assurance which is known as Cyber Essentials and a more advanced level of assurance known as "Cyber Essentials Plus". With regard to the Services, Suppliers must demonstrate that they have achieved the level of assurance known as Cyber Essentials. Suppliers shall demonstrate this in one of the ways listed below:
- 18.3.i.1 A Supplier has a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies within the most recent 12 months; or
- 18.3.i.2 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies but is working towards gaining it, and will confirm that it has been awarded a current and valid Cyber Essentials certificate by one of the government approved accreditation bodies by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier; or
- 18.3.i.3 A Supplier has not got a current and valid Cyber Essentials certificate which has been awarded by one of the government approved Cyber Essentials accreditation bodies, but can demonstrate (or, will be able to demonstrate by the date of the Framework Agreement or a later date when Cyber Essentials Data are received by the Supplier) that its organisation meets the technical requirements prescribed by the Cyber Essentials Scheme as detailed in the following link:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

and that the Supplier can provide evidence of verification by a technically competent and independent third party (which has taken place within the most recent 12 months) that its organisation demonstrates compliance with Cyber Essentials technical requirements.

- 18.3.i.4 A Supplier will be exempt from complying with the requirements at paragraphs 6.6 where a Supplier conforms to the ISO27001 standard and the Cyber Essentials requirements have been included in the scope of that standard, and verified as such and the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the government approved Cyber Essentials accreditation bodies referred to in paragraph 6.6.1 above.
- 18.3.i.5 The Supplier shall throughout the Framework Period and any Call Off Contract Period renew its Cyber Essentials certificate immediately after the expiration of a period of 12 consecutive months from the date that the same was first issued or last renewed; or where the Supplier does not have a Cyber Essentials certificate but has provided evidence from a technically competent and independent third party that its organisation demonstrates compliance with Cyber Essentials requirements, it shall immediately after the expiration of a period of 12 months from any date that such evidence was provided, provide the Authority or a Customer as the case may be with evidence of the same kind by way of a renewal of the demonstration that it is able to comply with Cyber Essentials requirements.
- 18.3.i.6 The Supplier shall ensure that its Sub-Contractors comply with the provisions of paragraphs 6.6 to 6.8 (inclusive) where such Sub-Contractors are responsible for receiving Cyber Essentials Data.
- 18.3.i.7 Details about the Cyber Essentials Scheme and the Assurance Framework can be accessed via the following link:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

19 CONTINUOUS IMPROVEMENT MANDATORY REQUIREMENTS

This paragraph describes the continuous improvement the Supplier shall comply with during the Framework Agreement, and the term of any Contracting Authorities Call Off Contract.

- 19.1** The Supplier shall, in accordance with Framework Agreement Schedule 12: Continuous Improvement and Benchmarking and Clause 18 of the Call Off Contract terms and conditions, identify new and potential improvements to the provision of the Goods and Services.
- 19.2** The Supplier shall work with the Authority and Contracting Authorities to drive continuous improvement throughout the duration of the Framework Agreement and any Call Off Contracts established, with a view to reducing the costs and improving the quality and efficiency of the Goods and Services and their supply to the Contracting Authorities, an example of this may be additional discounts where multiple data sets are procured by Contracting Authorities via the Framework.
- 19.3** The Authority shall expect the Supplier to support the government's targets to reduce spend by working with all Contracting Authorities to identify efficiencies in the buying of Goods and/or Services.

20 SUSTAINABILITY AND SOCIAL VALUE MANDATORY REQUIREMENTS

- 20.1** The Supplier shall support the UK Government's commitment to ensure "green" economic growth by encouraging "green" technologies, promoting innovation, and protecting the environment whilst also delivering value for money.
- 20.2** The Supplier ensure they measure and reduce the sustainable impacts of their operations and supply-chains pertaining to the Goods and Services, and identifying opportunities to assist Contracting Authorities in meeting their sustainability objectives.

21 SOCIAL VALUE MANDATORY REQUIREMENTS

- 21.1** The Supplier shall ensure compliance with equality and diversity legislation.
- 21.2** The Supplier shall take all reasonable steps to utilise apprentices where possible during the term of the Framework Agreement. Where this is not possible or appropriate in delivery of a Call-Off Contract, the Supplier shall demonstrate what other training and skills development is made available to employees.