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# G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

G-Cloud 12 Call-Off Contract 1

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## Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier’s prepopulated version unless it has been carefully checked against template drafting.

|  |  |
| --- | --- |
| **Digital Marketplace service ID number** | 133354379852387 |
| **Call-Off Contract reference** | Project\_24171 |
| **Call-Off Contract title** | CAMLite Replacement Service |
| **Call-Off Contract description** | Replacement of the Legacy CAMLite Service Phase 1 Build and Optional Phase 2 Migration Planning |
| **Start date** | 6th December 2021 |
| **Expiry date** | 5th December 2022 |
| **Call-Off Contract value** | The total contract value will be £2,466,022.00 Inclusive of non-recoverable VAT |
| **Charging method** | Bacs Electronic Invoicing |
| **Purchase order number** | TBC following contract signature |

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

|  |  |
| --- | --- |
| **From the Buyer** | [Redacted] |
| **To the Supplier** | [Redacted] |
| **Together the ‘Parties’** | |

### Principal contact details

**For the Buyer:**

[Redacted]

**For the Supplier:**

[Redacted]

### Call-Off Contract term

|  |  |
| --- | --- |
| **Start date** | This Call-Off Contract Starts on **6th December 2021** and is valid for **12 months** until 5th December 2022 |
| **Ending (termination)** | The notice period for the Supplier needed for Ending the Call-Off Contract is at least **90** Working Days from the date of written notice for undisputed sums (as per clause 18.6).  The notice period for the Buyer is a maximum of **30** days from the date of written notice for Ending without cause (as per clause 18.1). |
| **Extension period** | N/A |

### Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

|  |  |  |
| --- | --- | --- |
| **G-Cloud lot** | This Call-Off Contract is for the provision of Services under:   * Lot 3: Cloud support | |
| **G-Cloud services required** | The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and Schedule 1 of this Call Off Contract. | |
| **Additional Services** | **N/A** | |
| **Location** | The Services will be aligned to a DWP Technology Hub (to include Manchester, Newcastle, London, Leeds or Blackpool) as agreed prior to commencement of each service, the majority of the DWP Digital Workforce are currently working from home and this is anticipated to continue.  Therefore, it is anticipated that the Supplier Services will be delivered remotely except where attendance at Buyer sites is mutually agreed by the Parties. | |
| **Quality standards** | N/A |  |
| **Technical standards:** | N/A |  |
| **Service level agreement:** | N/A |  |
| **Onboarding** | The on boarding plan for this Call-Off Contract is:  The Supplier will provide the names and email addresses of the resources who will deliver the Service along with the preferred location for the collection of Buyer Kit.  The Supplier will disclose details of each individuals BPSS Certification.  The Buyer will arrange for the necessary hardware as detailed in the Buyer responsibilities and Buyer Equipment in order for the Supplier to deliver the Services remotely and will arrange for the Supplier to collect from DWP’s Manchester Technology Hub. |  |
| **Offboarding** | On completion of the Service, the Supplier will work with the Buyer to ensure knowledge transfer occurs and that any handover of Services is carried out effectively. In addition, the Supplier will work with the Buyer to highlight and support any additional needs that may have arisen through the engagement. |  |
| **Collaboration agreement** | N/A |  |
| **Limit on Parties’ liability** | The annual total liability of either Party for all Property Defaults will not exceed £500,000  The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.  The annual total liability for all other Defaults will not exceed the greater of £2,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).  Clause 24.1 in Part B below provides a definition of Other Defaults. |  |
| **Insurance** | The insurance(s) required will be:   * a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract] * professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim and in the annual policy aggregate or any higher limit as required by Law. * employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law. |  |
| **Force majeure** | A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.  This section relates to clause 23.1 in Part B below. |  |
| **Audit** | N/A |  |
| **Buyer’s responsibilities** | The Buyer is responsible for the following:   1. The Buyer shall provide all required and suitable software, equipment and connectivity for Supplier personnel to provide the Services on the Start Date. 2. Advise the Supplier, upon commencement of this Call Off Contract, of specific Buyer codes of practice, policies, procedures and manuals for the Supplier’s review and confirmation of compliance 3. The Buyer shall review, approve and prioritise all Supplier’s Deliverables and in accordance with the acceptance procedure set out in schedule 1. 4. The Buyer shall provide reasonable support and co-operation to the Supplier. 5. The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services. 6. The Buyer will ensure that the Supplier resources delivering the Services have access when required to equipment, a Buyer network account, username/password information to enable the Supplier to deliver the Services as defined within this Call Off Contract. 7. The Buyer will share all Discovery Phase collateral/ outcomes with the Supplier prior to or no later than the Contract Start date. This collateral will support a Supplier review to inform the Alpha and Beta Phase indicative plan and assess the viability and effort to deliver an MVP. 8. The Buyer will share all Roadmaps/ Plans for components in scope of integration/ authentication with the Supplier prior to or no later than the Start date. This collateral will support a Supplier review to inform the Alpha and Beta Phase indicative plan and assess the viability and effort to deliver an MVP. 9. The Buyer will provide access to all Solution Reference Architecture, artifacts and SME’s that are required to validate existing [Redacted] configuration when required. 10. The Buyer will provide full documentation on the ECMS relevant systems where integration are required for example document management systems messages sent by Buyers Event Platform on the Start date. 11. The Buyer will provide the Task / Evidence/ PIP/ CIS/ Roles APIs and associated documentation on the contract start date. 12. The Buyer will provision the base AWS environments in a timely manner. 13. The Buyer will provision the dev/test and production AWS environments in a timely manner. 14. The Buyer will provide and enable any shared services and integration required to be consumed in the delivery of the project outcomes when requested and the ensure the services are production operation ready. 15. The Buyer will permit the Supplier to implement and consume existing Buyer patterns and standards and controls in respect of data security, e.g. preferred encryption methods, tools and audit tooling. 16. The Buyer confirms in line with D1 that the service solution will not be required to achieve full alignment with Buyer’s strategic Reference Architecture. 17. The Buyer will expedite Buyer governance processes and approvals including ESRM/risk management, Buyer design authority and supporting change control, to ensure such that project timescales are not unreasonably delayed. 18. The Buyer will provide a domain security and architecture single point of contact (SPOC) to ensure deployment and design patterns for Design Authority and Enterprise Security Risk Management approval are identified and provided to allow for rapid design and provision of new virtual environments. 19. The Buyer will confirm which deployment and service management approach will be used in line with D1 when delivering the project approach, i.e. Site Reliability Engineer and Hybrid Cloud Service or PDU-only management model. 20. The Buyer will provide a Single Point Of Contact for Secure Digital eXchange configuration to work with the Supplier project team to create new connections when required. 21. The Buyer or their appointed third party will be responsible for the decommissioning of the existing services. 22. The Buyer or their appointed third Party will be responsible for data migration to the new Service. 23. The Buyer will be responsible for any changes required to other Buyer services e.g. process automation as a consequence of this new service. 24. The Buyer will provide requisite waivers at the Buyer’s various governance forums i.e. Buyer design authority for any aspect of the solution that is needed but may not align to the Buyers overall architectural strategy. 25. The Buyer shall ensure no Buyer Personal Data will be accessed or made available to Supplier personnel. 26. Advise the Supplier, upon commencement of this Call of Contract of specific Buyer codes of practice, policies, procedures and manuals that the Supplier needs to comply with, including the Buyer’s business continuity and disaster recovery procedure. 27. Provide appropriate qualified staff resources to support the activities and their Deliverables within this Call Off Contract within the required timescales required by the Supplier including participation in the weekly governance and acceptance processes. 28. Be responsible for preparation and execution of operational acceptance test, performance test and penetration test SRE function undertaking UAT Release and Deployment and UAT testing Release and Deployment to pre-production, training and production/ live environments 29. Buyer documentation is required to support Design Authority Governance pack, for example DPIA, ECRM, in line with the agreed plan from D1. |  |
| **Buyer’s equipment** | The Buyer’s equipment to be used with this Call-Off Contract includesa Surface Pro or MacBook.The Buyer shall provide the Supplier with access to a Device, an email address, secure storage and access to general office facilities as required to deliver the Services as defined in this Call Off Contract and provision of any equipment required to meet Buyer responsibilities above. |  |

### Supplier’s information

|  |  |
| --- | --- |
| **Subcontractors or partners** | The following is a list of the Supplier’s Subcontractors or Partners.  [Redacted] |
| **Commercially Sensitive Information** | [Redacted] |

### Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

|  |  |
| --- | --- |
| **Payment method** | The payment method for this Call-Off Contract is BACS made monthly in arrears. |
| **Payment profile** | The payment profile for this Call-Off Contract is detailed in Schedule 2 – Call Off Contract Charges.  Payment is subject to acceptance and sign off of each milestone by the Buyer’s Digital Lead.  The payment profile for any further work will be defined as part of the Variation process. |
| **Invoice details** | The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice. |
| **Who and where to send invoices to** | [Redacted] |
| **Invoice information required** | All invoices must include a valid purchase order number along with attached acceptance of completion of works by the Buyer’s Digital Lead |
| **Invoice frequency** | Invoice will be sent to the Buyer on completion of Milestones for Fixed Price charges. |
| **Call-Off Contract value** | The total value of this Call-Off Contract is £2,466,022.00 |
| **Call-Off Contract charges** | Call off Contract Charges relating to Services delivered under this Call-Off Contract will not exceed £2,466,022.00 Inclusive of non-recoverable VAT. The breakdown of the Charges is detailed in Schedule 2 – Call Off Contract Charges. |

### Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the Service and Deliverables** | Details of deliverables can be found in Schedule 1 – Services |
| **Guarantee** | N/A |
| **Warranties, representations** | N/A |
| **Supplemental requirements in addition to the Call-Off terms** | The delivery requirements, dates and outcomes in this Call-Off Contract may vary in accordance with the Buyer’s delivery plans and particularly in order to meet critical citizen centric digital outcomes. Where mutually agreed, any changes to the contracted deliverables will be managed in accordance with the Variation procedure.  The Supplier shall comply with Baseline Personnel Security Standard/Government Staff Vetting Procedures in respect of all persons who are employed or engaged by the Supplier in the provision of this Call Off Contract prior to each individual commencing work. BPSS is not a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. The Supplier will show evidence of these security clearances should the Buyer need sight of such evidence at any time. |
| **Alternative clauses** | N/A |
| **Buyer specific amendments to/refinements of the Call-Off Contract terms** | For the purposes of this Call-Off Contract the Buyer acknowledges and accepts that the Supplier has implemented appropriate due diligence procedures to ensure its compliance with the Modern Slavery Act and accordingly has complied with its obligations pursuant to 8.95 of the Framework Agreement (which is incorporated into the Call-Off Contract pursuant to clause 2 of the Call-Off Contract). |
| **Public Services Network (PSN)** | N/A |
| **Personal Data and Data Subjects** | The Supplier shall not have access to or process Personal Data as part of this Service. |

### 1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

### 2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.

2.2 The Buyer provided an Order Form for Services to the Supplier.

|  |  |  |
| --- | --- | --- |
| **Signed** | [Redacted] | [Redacted] |
| **Name** | [Redacted] | [Redacted] |
| **Title** | [Redacted] | [Redacted] |
| **Signature** | [Redacted] | [Redacted] |
| **Date** | 6th December 2021 | 6th December 2021 |

## Schedule 1: Services

**Definitions**

For the purpose of this Schedule 1, the following definitions shall apply:

“Accepted” / “Acceptance” means the Deliverable meets its Acceptance Criteria in all material respects and that the Buyer agrees that the Supplier has fulfilled its obligations under this Call Off Contract for this Deliverable and shall not be entitled thereafter to reject the Deliverable or claim that it does not comply with the relevant requirements of the Call Off Contract for such Deliverable. Any further changes to the Deliverable shall be in accordance with the Variation Procedure.

"Acceptance Criteria" means the agreed criteria for each Deliverable of this Call Off Contract.

“Acceptance Procedure” means the procedure defined in this Schedule 1 for the Acceptance of Software Deliverables and Non Software Deliverables.

“Alpha Phase” means the stage from the Government Digital Service Service Manual that outlines the solution MVP scope, the architecture, what is to be taken forward into Beta Phase and an estimate of effort to achieve.

“Beta Phase” means the stage from the Government Digital Service Service Manual that follows and takes the outcomes from the Alpha Phase and to develop the solution.

“Definition of Done” means that a User Story has met the User Story Acceptance Criteria defined and mutually agreed between the Parties in the User Story, with system test evidence captured against the User Story, has passed UAT against the User Story Acceptance Criteria and is ready for Release and Deployment by the Buyer SRE function into the live environment if related to software development.

“Discovery Phase” means the stage from the Government Digital Service (GDS) Service Manual which involves collecting and analysing information about the project, its intended market audience.

“ESRM” or “Enterprise Security Risk Assessment” means the Buyers process for assessment of the service against set security-based criteria.

“DPIA “or “Data Protection Impact Assessment” means the Buyers process for assessment of the service against set data protection-based criteria.

“Government Digital Service (GDS) Service Manual” means a guide for use in the delivery of Public Sector digital services which provides the principles of building a UK government digital service.

““Hybrid Cloud Service” (HCS) means the Buyer providing common and secure Cloud platforms and products for DWP Digital Services.

“MVP” or “Minimum Viable Product” means the initial CAMLite solution to be deployed to the scope agreed in Deliverable D1.

“Non Software Deliverables” means those Deliverables defined as Non Software Deliverables in Table 1 Deliverables in this Schedule 1.

“Product Backlog Items” means is a functional or/and non-function User Story that will be prioritised with the Buyer Product Owner.

“Product Development Unit (PDU) means the Buyers services that will use the CAMLite MVP Solution.

“POC” or “Proof of Concept” means the activities to prove a design approach needs with consideration to functional and non-functional requirements and value.

“PBL” or “Product Backlog” (PBL) means a prioritised list of Product Backlog Items that might be needed as a single source of requirements for the CAMLite solution.

“Product Owner” means a member of the Buyer’s agile team responsible for defining User Stories and prioritising the Product Backlog.

“CAMLite MVP Solution” means the scope agreed in D1 Solution.

“Sprint” means a repeatable agreed fixed time period during which prioritised User Stories are developed and tested to deliver the CAMLite Solution.

“Software Deliverables” means the technical components of the User Stories as agreed and priorities in the Product Backlog.

“Site Reliability Engineer” (SRE) means a Buyer resource responsibility for onboarding a PDU to a Buyers live service.

“User Stories” means the high-level definition of a requirement, containing mutually agreed information between the Parties to allow the Supplier to produce a reasonable estimate of the effort to develop and test software.

“User Story Acceptance Criteria” are the conditions agreed and documented in a User Story that are used to agree that the User Story meets the Definition of Done.

**The Supplier Services**

The Supplier will provide a [Cloud Focused Application & Technology Rationalisation Service](https://www.digitalmarketplace.service.gov.uk/g-cloud/services/133354379852387) as described in the G-Cloud Service Offering, service ID: 133354379852387.

The Supplier is providing managed services and will be the end user of any resources engaged as part of this delivery. On this basis, the Supplier will be making IR35 determinations for the workers and share the determinations with the Buyer on request.

In delivery of the Supplier Services, the Supplier shall:

Operate in a collaborative manner engaging the Buyer’s teams, utilising agile scrum and DevOps methodologies leading on the solution design and development of the CAMLite Solution in-line with the Buyer’s Product Owner requirements.

All Deliverables identified in this Schedule 1 will be delivered as Product Backlog items, prioritised by the Buyer’s Product Owner in increment planning and delivered in Sprints as agreed in agile Sprint planning ceremonies.

The Supplier in delivery of the Services will mutually agree with the Buyer the relevant Government Digital Service (GDS) Service Manual standards applicable to the Alpha Phase and BETA Phase as well as those standards appliable to the Buyer’s architectural principles and governance.

Prior to formalising the scope and plan for the Services to be delivered, the Supplier will engage the Buyer’s stakeholders and agree a baseline scope for the CAMLite Solution MVP, and an updated delivery plan to be Accepted (D1).

This review will further inform the scope of the CAMLite Solution and the Alpha Phase and Beta Phase plans as it will consider information that could not be made available when requested by the Supplier during the RFP response period. If the outcome of D1 impacts on the CAMLite Solution proposed within the Suppliers RFP submission then any required changes will be agreed in line with the Variation Procedure.

Following Acceptance of D1 the Supplier will then progress to the Alpha Phase followed by the Beta Phase against the priorities set by the Buyer’s Product Owner in the Product Backlog in line with the agreed plan producing the Deliverables set out below.

The following is the list of Deliverables that are subject to Acceptance (the “Services”):

**Table 1 Deliverables**

[Redacted]

**Acceptance Process**

Non-Software Deliverables Acceptance:

1. The Supplier shall provide advance notification to Buyer of at least 2 Working Days that the Deliverable will be ready for Acceptance.
2. The Buyer will have 2 Working Days to review the Deliverable and, within that timeframe provide written feedback to the Supplier that the Deliverable is Accepted and, where necessary, discuss that feedback.
3. If the Buyer provides written confirmation that the Deliverable conforms with the Acceptance Criteria provided for each Deliverable the Deliverable shall be Accepted or if the Buyer does not provide written feedback or written confirmation of Acceptance within 2 Working Days, the Deliverable shall be deemed Accepted; otherwise the action shall be taken as follows.
4. From receipt of written feedback that a Deliverable has not been Accepted, the Supplier shall update the Deliverable to address comments and reissues the Deliverable to the Buyer within 2 Working Days (or other timescale as mutually agreed between Parties) for Acceptance.
5. The Buyer will then have 1 Working Days to review and confirm that feedback provided has been addressed in all material respects and meets the Acceptance Criteria.
6. If the Buyer provides written confirmation that the feedback has been addressed and meets the Acceptance Criteria, the Deliverable will be Accepted or if the Buyer does not provide written feedback or written confirmation of Acceptance within 1 Working Days, the Deliverable shall be deemed Accepted.
7. If the Deliverable does not materially meet the Acceptance Criteria as notified by the Buyer in writing to the Supplier, the Parties shall meet to discuss and agree how Acceptance can be achieved.

Software Deliverables Acceptance

1. Those Software Deliverables designated in this Schedule 1 (Services) and Product Backlog as being subject to Acceptance shall be Accepted using the process stated below. The Supplier shall provide notification to Buyer of at least 5 Working Days that the Deliverable is ready for Acceptance.
2. The Buyer shall, in accordance with the agreed plan, prepare acceptance tests which are suitable to test whether the Software Deliverable meets User Story Acceptance Criteria.
3. The Buyer shall start Acceptance Testing in accordance with the agreed plan or, if no start date is stated therein, within 5 Working Days of the Supplier informing the Buyer that the Software Deliverable is available for acceptance testing
4. The Buyer shall notify the Supplier promptly of any failure of the acceptance tests by providing to the Supplier concise details of the incident as mutually agreed e.g. creation of new Product Backlog Item.
5. If any such incident is a failure of the User Story to conform to its User Story Acceptance Criteria and such failure prevents the Buyer from continuing acceptance testing, the timescale for acceptance testing of the User Story shall be extended by the time it takes the Supplier to provide a fix or a reasonable workaround for such failure.
6. The Buyer shall give the Supplier reasonable opportunity to investigate and remedy any incident that is a failure of the User Story to conform to the User Story Acceptance Criteria.
7. If a workaround is provided for an incident, the incident shall be considered as fixed.
8. If the Supplier determines that an incident it has been notified of by the Buyer is not a failure of the Software Deliverable to conform to the User Story Acceptance Criteria but instead that it is one of the following, the incident shall not be relevant for Acceptance purposes (and excluded from the numbers of incidents found or outstanding) and the Supplier may charge the Buyer for investigating the incident:
   1. The incident is a change to the scope agreed in D1 which, if required by the Buyer, shall be managed under the Variation Procedure.
   2. The incident has arisen from for example the mistake or misunderstanding of the Buyer.
9. The Buyer shall promptly repeat those parts of the acceptance tests which have previously failed.
10. When the User Story meets its User Story Acceptance Criteria, the User Story is Accepted, meaning the User Story meets its User Story Acceptance Criteria in all material respects and may subsequently be changed only under the Variation Procedure, and the Buyer shall promptly Acceptance for the User Story to the Supplier.
11. The Supplier shall, for the purpose of Acceptance, deliver its Software Deliverable(s) and any subsequent fixes or workarounds to the Buyer SRE team for releases into the appropriate Buyer testing environment.

Managing Scope and Change

1. The creation of the initial Product Backlog will be agreed in D1. Changes can be identified at any point in time during Call Off Contract, the following specific agile ceremonies provide a regular forum where changes can be identified and assessed: -
   1. Sprint planning: change may get identified that needs to be captured in the Product Backlog for further analysis;
   2. Sprint review, agreed Buyer and Supplier stakeholders are present during this meeting, and they can give feedback on the User Stories or suggest new User Stories. The Buyer Product Owner is responsible for making notes of such details and capturing in the Product Backlog.
   3. Changes may also be identified in Product Backlog refinement or any other informal meetings, or during the course of the Alpha Phase and Beta Phase.
2. Changes will be logged in the Product Backlog as new Product Backlog Items. New Product Backlog Items will be evaluated and prioritised as mutually agreed by the Buyer Product Owner and the Supplier.
3. Changes which do not have an impact on scope agreed in D1 shall be handled by the Supplier along with the Buyer Product Owner through re-prioritising the Product Backlog.
4. Any change that impacts the scope agreed in D1, shall be managed in accordance with the Variation Procedure.

## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier’s Digital Marketplace pricing document) can’t be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

The total cost for the initial package of work is a fixed price of £1,865,733.60 Inclusive of non-recoverable VAT.

The Supplier shall issue invoices for all Charges to the Buyer as follows:

All Fixed Price Charges shall be invoiced in accordance with the following Payment Milestones:

[Redacted]

In the event that the estimated dates of the Payment Milestones are revised as a result of any of the following impacting on the Services:

* The Variation Procedure; or
* Buyer missing its Buyer Responsibilities as set out in this Call Off Contract; or
* Other delay outside the control of the Supplier

The Supplier shall invoice a pro rata amount of the Payment Milestone value set out in the table above for the work that it has undertaken / costs incurred in respect of the Payment Milestone. The remaining value of the Payment Milestone as given in the table above or as otherwise amended in accordance with this Call Off Contract shall be invoiced on or after the revised date of the Payment Milestone.

If further work is required, and subject to approval from the Buyer’s Digital Product Owner, the Variation procedure will be followed. For any further work, the Parties have agreed that the Supplier shall apply investment days to the ‘Solution development & Implementation’ role category only in the Standard Supplier Rate Card – Onshore:

The Supplier will provide investment days (days of effort at no charge) to align with the below rates at SFIA Level 4 & 5 for the following roles:

[Redacted]

|  |  |  |
| --- | --- | --- |
| **SFIA Level** | **Unit Description** | **G-Cloud Unit Rate (£)** |
| 4 | Business Analyst | 753 |
| 5 | Business Analyst | 853 |
| 4 | Software Engineer | 753 |
| 5 | Software Engineer | 853 |
| 4 | Test Analyst | 753 |
| 5 | Test Analyst | 853 |

Investment days will be included as part of any future Variation request for further work.

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for 12 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

### 2. Incorporation of terms

2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

* 4.1 (Warranties and representations)
* 4.2 to 4.7 (Liability)
* 4.11 to 4.12 (IR35)
* 5.4 to 5.5 (Force majeure)
* 5.8 (Continuing rights)
* 5.9 to 5.11 (Change of control)
* 5.12 (Fraud)
* 5.13 (Notice of fraud)
* 7.1 to 7.2 (Transparency)
* 8.3 (Order of precedence)
* 8.6 (Relationship)
* 8.9 to 8.11 (Entire agreement)
* 8.12 (Law and jurisdiction)
* 8.13 to 8.14 (Legislative change)
* 8.15 to 8.19 (Bribery and corruption)
* 8.20 to 8.29 (Freedom of Information Act)
* 8.30 to 8.31 (Promoting tax compliance)
* 8.32 to 8.33 (Official Secrets Act)
* 8.34 to 8.37 (Transfer and subcontracting)
* 8.40 to 8.43 (Complaints handling and resolution)
* 8.44 to 8.50 (Conflicts of interest and ethical walls)
* 8.51 to 8.53 (Publicity and branding)
* 8.54 to 8.56 (Equality and diversity)
* 8.59 to 8.60 (Data protection
* 8.64 to 8.65 (Severability)
* 8.66 to 8.69 (Managing disputes and Mediation)
* 8.80 to 8.88 (Confidentiality)
* 8.89 to 8.90 (Waiver and cumulative remedies)
* 8.91 to 8.101 (Corporate Social Responsibility)
* paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
* any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’

2.2.2 a reference to ‘CCS’ will be a reference to ‘the Buyer’

2.2.3 a reference to the ‘Parties’ and a ‘Party’ will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### 3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier’s Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer’s acceptance criteria, as defined in the Order Form.

### 4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier’s engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

### 5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on its own due diligence

### 6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

6.2 The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

### 7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier’s delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there’s an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn’t possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer’s volumes indicated in the Order Form are indicative only.

### 8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

### 9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an ‘indemnity to principals’ clause for the Buyer’s benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

### 10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

### 11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer’s ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer’s right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can’t comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can’t obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party’s IPRs because of the:

11.5.1 rights granted to the Buyer under this Call-Off Contract

11.5.2 Supplier’s performance of the Services

11.5.3 use by the Buyer of the Services

11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.6.1 modify the relevant part of the Services without reducing its functionality or performance

11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

11.7.2 the use of data supplied by the Buyer which the Supplier isn’t required to verify under this Call-Off Contract

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

### 12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer’s written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer’s instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

### 13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its

obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier’s and Buyer’s security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and

the Government Security Classification policy: https:/www.gov.uk/government/publications/government-security-classifications

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on

Risk Management[:](https://www.cpni.gov.uk/content/adopt-risk-management-approach)

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre’s (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer’s Data.

### 14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN’s security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise[.](https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary)

### 15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

### 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer’s security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier’s expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer’s expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer’s control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

### 17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

### 18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days’ written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier’s obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer’s right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier’s avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn’t pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn’t relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

### 19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

* + 7 (Payment, VAT and Call-Off Contract charges)
  + 8 (Recovery of sums due and right of set-off)
  + 9 (Insurance)
  + 10 (Confidentiality)
  + 11 (Intellectual property rights)
  + 12 (Protection of information)
  + 13 (Buyer data)
  + 19 (Consequences of suspension, ending and expiry)
  + 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
  + 8.44 to 8.50 (Conflicts of interest and ethical walls)
  + 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer’s written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party’s Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

### 20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

* Manner of delivery: email
* Deemed time of delivery: 9am on the first Working Day after sending
* Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

### 21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier’s own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier’s methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer’s own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer’s right to extend the Term beyond 24 months is subject to the Buyer’s own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier’s additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier’s Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

### 22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier’s possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

### 23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

### 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

### 25. Premises

25.1 If either Party uses the other Party’s premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer’s premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer’s premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer’s premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

### 26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

### 27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn’t Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

### 28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

### 29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer’s request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

29.2.11 outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

29.2.14 all information required under regulation 11 of TUPE or as reasonably

requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn’t have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

### 31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer’s contractors

31.2.2 co-operate and share information with the Buyer’s contractors to enable the efficient operation of the Buyer’s ICT services and G-Cloud Services

### 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn’t a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier’s supply chain.

32.3 If Either Party can’t agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

### 33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

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## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

|  |  |
| --- | --- |
| Expression | Meaning |
| **Additional Services** | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request. |
| **Admission Agreement** | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s). |
| **Application** | The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace). |
| **Audit** | An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any). |
| **Background IPRs** | For each Party, IPRs:   * owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes * created by the Party independently of this Call-Off Contract, or   For the Buyer, Crown Copyright which isn’t available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software. |
| **Buyer** | The contracting authority ordering services as set out in the Order Form. |
| **Buyer Data** | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer. |
| **Buyer Personal Data** | The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract. |
| **Buyer Representative** | The representative appointed by the Buyer under this Call-Off Contract. |
| **Buyer Software** | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services. |
| **Call-Off Contract** | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |
| **Charges** | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract. |
| **Collaboration Agreement** | An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer’s Services and to ensure that the Buyer receives end-to-end services across its IT estate. |
| **Commercially Sensitive Information** | Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive. |
| **Confidential Information** | Data, Personal Data and any information, which may include (but isn’t limited to) any:   * information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above * other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential'). |
| **Control** | ‘Control’ as defined in section 1124 and 450 of the Corporation Tax  Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| **Controller** | Takes the meaning given in the GDPR. |
| **Crown** | 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 carrying out functions on its behalf. |
| **Data Loss Event** | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| **Data Protection Impact Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| **Data Protection Legislation (DPL)** | Data Protection Legislation means:  (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time  (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy  (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner |
| **Data Subject** | Takes the meaning given in the GDPR |
| **Default** | Default is any:   * breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) * other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract   Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer. |
| **Deliverable(s)** | The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract. |
| **Digital Marketplace** | The government marketplace where Services are available for Buyers to buy. ([https://www.digitalmarketplace.service.gov.uk](https://www.digitalmarketplace.service.gov.uk/)/) |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) which implements the Acquired Rights Directive. |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |
| **Environmental Information Regulations or EIR** | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |
| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| **Employment Status Indicator test tool or ESI tool** | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:  <https://www.gov.uk/guidance/check-employment-status-for-tax> |
| **Expiry Date** | The expiry date of this Call-Off Contract in the Order Form. |
| **Force Majeure** | A force Majeure event means anything affecting either Party's performance of their obligations arising from any:   * acts, events or omissions beyond the reasonable control of the affected Party * riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare * acts of government, local government or Regulatory Bodies * fire, flood or disaster and any failure or shortage of power or fuel * industrial dispute affecting a third party for which a substitute third party isn’t reasonably available   The following do not constitute a Force Majeure event:   * any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain * any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure * the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into * any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.12 together with the Framework Schedules. |
| **Fraud** | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| **Freedom of Information Act or FoIA** | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| **G-Cloud Services** | The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| **GDPR** | General Data Protection Regulation (Regulation (EU) 2016/679) |
| **Good Industry Practice** | Standards, practices, methods and process conforming to the Law and the exercise of that 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 in a similar undertaking in the same or similar circumstances. |
| **Government Procurement Card** | The government’s preferred method of purchasing and payment for low value goods or services. |
| **Guarantee** | The guarantee described in Schedule 5. |
| **Guidance** | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| **Implementation Plan** | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. |
| **Indicative test** | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| **Information** | Has the meaning given under section 84 of the Freedom of Information Act 2000. |
| **Information security management system** | The information security management system and process developed by the Supplier in accordance with clause 16.1. |
| **Inside IR35** | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |
| **Insolvency event** | Can be:   * a voluntary arrangement * a winding-up petition * the appointment of a receiver or administrator * an unresolved statutory demand * a Schedule A1 moratorium |
| **Intellectual Property Rights or IPR** | Intellectual Property Rights are:   * 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 * 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 * all other rights having equivalent or similar effect in any country or jurisdiction |
| **Intermediary** | For the purposes of the IR35 rules an intermediary can be:   * the supplier's own limited company * a service or a personal service company * a partnership   It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). |
| **IPR claim** | As set out in clause 11.5. |
| **IR35** | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. |
| **IR35 assessment** | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
| **Know-How** | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier’s or CCS’s possession before the Start date. |
| **Law** | 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 relevant Party is bound to comply. |
| **LED** | Law Enforcement Directive (EU) 2016/680. |
| **Loss** | 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 '**Losses**' will be interpreted accordingly. |
| **Lot** | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly. |
| **Malicious Software** | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| **Management Charge** | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract. |
| **Management Information** | The management information specified in Framework Agreement section 6 (What you report to CCS). |
| **Material Breach** | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| **Ministry of Justice Code** | The Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |
| **New Fair Deal** | The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended. |
| **Order** | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes. |
| **Order Form** | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |
| **Ordered G-Cloud Services** | G-Cloud Services which are the subject of an order by the Buyer. |
| **Outside IR35** | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |
| **Party** | The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly. |
| **Personal Data** | Takes the meaning given in the GDPR. |
| **Personal Data Breach** | Takes the meaning given in the GDPR. |
| **Processing** | Takes the meaning given in the GDPR. |
| **Processor** | Takes the meaning given in the GDPR. |
| **Prohibited act** | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:   * induce that person to perform improperly a relevant function or activity * reward that person for improper performance of a relevant function or activity * commit any offence:   + under the Bribery Act 2010   + under legislation creating offences concerning Fraud   + at common Law concerning Fraud   + committing or attempting or conspiring to commit Fraud |
| **Project Specific IPRs** | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs. |
| **Property** | Assets and property including technical infrastructure, IPRs and equipment. |
| **Protective Measures** | Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it. |
| **PSN or Public Services Network** | The Public Services Network (PSN) is the government’s high-performance network which helps public sector organisations work together, reduce duplication and share resources. |
| **Regulatory body or bodies** | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract. |
| **Relevant person** | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. |
| **Relevant Transfer** | A transfer of employment to which the employment regulations applies. |
| **Replacement Services** | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party. |
| **Replacement supplier** | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). |
| **Security management plan** | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1. |
| **Services** | The services ordered by the Buyer as set out in the Order Form. |
| **Service data** | Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data. |
| **Service definition(s)** | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn’t limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement. |
| **Service description** | The description of the Supplier service offering as published on the Digital Marketplace. |
| **Service Personal Data** | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract. |
| **Spend controls** | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see<https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service> |
| **Start date** | The Start date of this Call-Off Contract as set out in the Order Form. |
| **Subcontract** | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof. |
| **Subcontractor** | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. |
| **Subprocessor** | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract. |
| **Supplier** | The person, firm or company identified in the Order Form. |
| **Supplier Representative** | The representative appointed by the Supplier from time to time in relation to the Call-Off Contract. |
| **Supplier staff** | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| **Supplier terms** | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier’s Application. |
| **Term** | The term of this Call-Off Contract as set out in the Order Form. |
| **Variation** | This has the meaning given to it in clause 32 (Variation process). |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Year** | A contract year. |

## Schedule 7: GDPR Information N/A

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

### Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer’s Data Protection Officer are: [**Insert Contact details**]

1.2 The contact details of the Supplier’s Data Protection Officer are: [**Insert Contact details**]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Descriptions** | **Details** |
| Identity of Controller for each Category of Personal Data | N/A |
| Duration of the Processing | N/A |
| Nature and purposes of the Processing | N/A |
| Type of Personal Data | N/A |
| Categories of Data Subject | N/A |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | N/A |