



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

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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.

<b>Digital Marketplace service ID number</b>	710464917757453
<b>Call-Off Contract reference</b>	Defra project_30584
<b>Call-Off Contract title</b>	Provision of Secure Hybrid cloud/multi cloud PSN Gateway for Defra

<b>Call-Off Contract description</b>	Provision of services providing a PSN Gateway for Defra
<b>Start date</b>	1 <sup>st</sup> April 2021
<b>Expiry date</b>	31st March 2023
<b>Call-Off Contract value</b>	£ 271,623.75 plus VAT
<b>Charging method</b>	Buyer's Purchase Order
<b>Purchase order number</b>	To be provided by DEFRA 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.

<b>From the Buyer</b>	Defra  2 Marsham Street,  London  SW1P 4DF
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<b>To the Supplier</b>	<b>Cloud Gateway Limited</b>  The Bloomsbury Building  10 Bloomsbury Way  London  WC1A 2SL  Company number: 10660712
<b>Together the 'Parties'</b>	

Principal contact details

**For the Buyer:**

Name: Paul Wanless

Email: paul.wanless@defra.gov.uk

Phone: 07747758286

**For the Supplier:**

[REDACTED]

[REDACTED]

[REDACTED]

**Call-Off Contract term**

<b>Start date</b>	This Call-Off Contract Starts on <b>1st April 2021</b> , valid for 24 months and is due to expire on <b>31st March 2023</b> .
<b>Ending (termination)</b>	The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>30 Working Days</b> from the date of written notice for undisputed sums (as per clause 18.6).

	<p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for <b>two</b> periods of up to twelve months (24 months in total), by giving the Supplier <b>one months'</b> written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

## 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.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>Cloud Hosting</li> </ul>	
<b>G-Cloud services required</b>	<ul style="list-style-type: none"> <li>100Mbps resilient Cloud Gateway PRISM 'Premier' with 24x7x365 support on a 99.95% platform availability, initial Global Switch Connectivity, PSN Connectivity and Professional Technical Services Consultancy Support around initialisation and implementation of phase 1 (EA Users) and an overall 2-year contract term.</li> </ul>	
<b>Additional Services</b>	<p>The Buyer explicitly makes provision for up to £300,000 worth of additional goods or services during the contract, primarily to support future phases of Defra's PSN consolidation activities but also as maybe necessary to update or upgrade the solution.</p> <p>This figure is a non-committed budget called off at the buyer's discretion via the contract variation process and separate from the initial commitment amount and any costs for continuity of services in any extension periods (for the solution configuration at that point in time).</p> <p>The additional Services available are listed in Schedule 2, table 2.</p>	
<b>Location</b>	<p>The Services will be delivered to Defra enabling users to access the service either in an office or remote location.</p>	
<b>Quality standards</b>	<p>The quality standards required for this Call-Off Contract are as stated in the Supplier's service proposal.</p>	
<b>Technical standards:</b>	<p>ISO 9001, ISO 27001, Cyber Essentials Plus</p>	

<b>Service level agreement:</b>	As defined in Schedule 8	
<b>Onboarding</b>	The onboarding plan for this Call-Off Contract is detailed in Phase 1 of the Proposal	
<b>Offboarding</b>	The Buyer and the Supplier will agree an Exit Plan during the Call Off Contract period.	
<b>Collaboration agreement</b>	Not Applicable	
<b>Limit on Parties' liability</b>	<p>The annual total liability for Buyer Data Defaults will not exceed <b>4% of the supplier worldwide turnover or £20m</b> (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of <b>£1m enter</b> or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>	
<b>Insurance</b>	<p>A minimum insurance period of 1 year following the expiration or Ending of this Call-Off Contract]</p> <p>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 £5,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</p> <p>Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</p>	
<b>Force Majeure</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than fifteen consecutive days.	

<b>Audit</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <ul style="list-style-type: none"> <li>• Clauses 7.4 to 7.13 inclusive of the Framework Agreement.</li> </ul>	
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for granting the Supplier access to the relevant sites, information and resources of the Buyer as required to carry out the Services. The Buyer is also responsible for communicating the vision and purpose of the project, approving Deliverables and managing any escalations.</p> <p>The Buyer will provide a reference statement for the Suppliers website and marketing activities and to participate in a case study within 3 months of live service. No confidential information will be required for the case study/reference.</p>	
<b>Buyer's equipment</b>	Not Applicable	

## Supplier's information

<b>Subcontractors or partners</b>	Not Applicable
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## 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.

<b>Payment method</b>	The payment method for this Call-Off Contract is via the Buyer's Purchase Order.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is monthly in arrears.

<b>Invoice details</b>	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
<b>Who and where to send invoices to</b>	<p>Shared Services Connected Limited (SSCL) Accounts Payable (AP) are responsible for the processing of invoices and credit notes received from Suppliers to the Defra Group.</p> <p>The Supplier must ensure that all goods and services being invoiced quote a correct and valid Purchase Order number. Non-compliant invoices with no Purchase Order number will be rejected and returned to the supplier.</p> <p>SSCL will load fully compliant invoices onto the Oracle System (known as SOP) within 2 working days of receipt. The invoice will be made ready for payment if the quantity and price are within tolerance and sufficient receipting has been done. SSCL will run daily payment runs and suppliers are set with immediate payment terms.</p> <p>Inbound invoices and emails must comply with the SSCL submission standards summarised below;</p> <p>Any invoices that are submitted and do not meet the following criteria will not be processed:</p> <ul style="list-style-type: none"> <li>• Email size must not exceed 4mb</li> <li>• All files/invoices must be in PDF format attached directly to the email (No folders etc)</li> <li>• One PDF per invoice – all supporting documentation must be included within the single PDF. Do not attach additional/separate supporting documentation as a separate file</li> <li>• Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above)</li> <li>• If you are a supplier invoicing multiple operational units across DEFRA – please ensure you use the correct operational unit email address as communicated. Invoices must be sent to one “APinvoices-XXX-U” email address only – do not copy in to multiple addresses</li> <li>• "PASSWORD PROTECTED" Files cannot be processed.</li> </ul> <p>All invoices submitted by the Supplier must be submitted to the correct PO Box number or email address.</p> <p>Email address:</p>



	<ul style="list-style-type: none"> <li>• <a href="mailto:APinvoices-DEF-U@gov.sscl.com">APinvoices-DEF-U@gov.sscl.com</a></li> </ul> <p>Postal address:</p> <p>Shared Services Connected Limited DEF Procure to Pay PO Box 790 Newport NP10 8FZ</p>
<b>Invoice information required</b>	All invoices must include the valid Purchase Order number raised by DEFRA.
<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly in arrears.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £271,623 excluding VAT.
<b>Call-Off Contract charges</b>	As per Schedule 2

## Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	Performance of the deliverables will be as per the Proposal and 'in Live Service' SLA as outlined in this Call off Contract by the Supplier.
<b>Guarantee</b>	Not Applicable
<b>Warranties, representations</b>	Not Applicable

<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>The Supplier will use reasonable endeavours to take on Apprentices where and continue to take part in the AWS 'Restart Scheme' where possible.</p> <p>The Supplier will pay its staff at least the 'Living Wage'</p>
<b>Alternative clauses</b>	Not Applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>New 6.4 – In a Supplier Insolvency event the supplier will make provision for the buyer to retain full access to background IPR in the Gateway Software (including the option to migrate a copy of the Gateway software and Buyer Configuration) to the buyer's data centre, strictly for the buyers own use (not for resale) and for the remaining term of the agreement (not in perpetuity).</p> <p>Altered 4.1.5 – complete Defra's minimum SC level Security Clearance check requirement if they are to have administrative / privileged access.</p> <p>Altered 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. Regardless of the use of this provision the supplier must comply with altered provision 4.1.5 as a minimum.</p>
<b>Public Services Network (PSN)</b>	Arrangements are in line with the scope of service requirements detailed in Solution Design Proposal.
<b>Personal Data and Data Subjects</b>	Data will be processed according to the terms and conditions of contract. The buyer data provisions are communicated at schedule 7.




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**

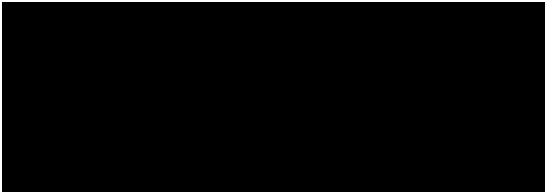
- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

<b>Signed</b>	<b>Cloud Gateway Ltd</b> (Supplier)	<b>DEFRA</b> (Buyer)
<b>Name</b>		
<b>Title</b>		
<b>Signature</b>		
<b>Date</b>	30/02/2021	30/03/2021

## Schedule 1: Services

The Services to be provided under this contract are practically the same as described in the Gcloud12 service description for product 710464917757453, but it is agreed that the Gateway will be implemented and configured as per the attached Cloud Gateway proposal except where the text below differs to the proposal as this represents the final agreed deliverables and the actual meeting of minds between the Supplier and Buyer.

### Proposal (March2021v2)



### Final Agreed Deliverables

#### Cloud Gateway Architecture

Cloud Gateway is made up of 3 distinct layers.

The **Enterprise Connect** layer typically connects customer's physical sites and services to the Cloud Gateway stack. The connection mechanisms selected for the Defra Phase 1 requirements is CG's SD-VPN.

The **Security Enforcement Core** provides the UTM functions and features to secure data flows and services between physical sites and the customer cloud services. Secure internet access and filtering is also provided in this layer.

The **Cloud Connect** or transit layer connects to the customers cloud services via VPN, or a dedicated SLA backed service like Express Route (Azure) and Direct Connect (AWS).

The services are delivered on an aggregated traffic throughput therefore bandwidth capacity is often lower than most users expect. Cloud Gateway recommends that your initial deployment is for the lower bandwidth offerings. We do not recommend engineering for potential, unquantifiable future demands. It is a simple and quick process to increase capacity as and when needed, typically delivered within 48 hours of a valid purchase order.

#### Phased Approach to Network Strategy

By connecting to Cloud Gateway, Defra can connect to the PSN services as well as any public Cloud Service Provider, and even HSCN if required, now or in the future. The Cloud Service Providers include, but is not limited to organisations such as AWS, Azure, Google, Oracle, SAP, ARK and many others whilst allowing you the best possible position to migrate legacy Services and Gateways in a phased approach to support the natural expiry of these legacy infrastructures as well as supporting your digital transformations program delivery. You may decide to have one main cloud service provider, you may opt for a hybrid cloud strategy or go multi cloud, the platform can support whatever your Cloud Strategy may be. All of which is available through Cloud Gateway, and that can be consumed as a single provision or can be expanded later to suit your program schedule and business needs.

Based on a series of discussions between Defra's architects and Cloud Gateway's technical resources we understand that there is a larger program of change underway across the Defra organisation and

that the first Phase is to provide connectivity for up to 85 windows 7 users that currently reside on a legacy window infrastructure that will be retired on 31st March 2021. However, these users still need secure access into PSN. It is therefore proposed that DEFRA deploy a Cloud Gateway PRISM environment which will deliver the requirements for this first stage as below and more.

### **Phase One**

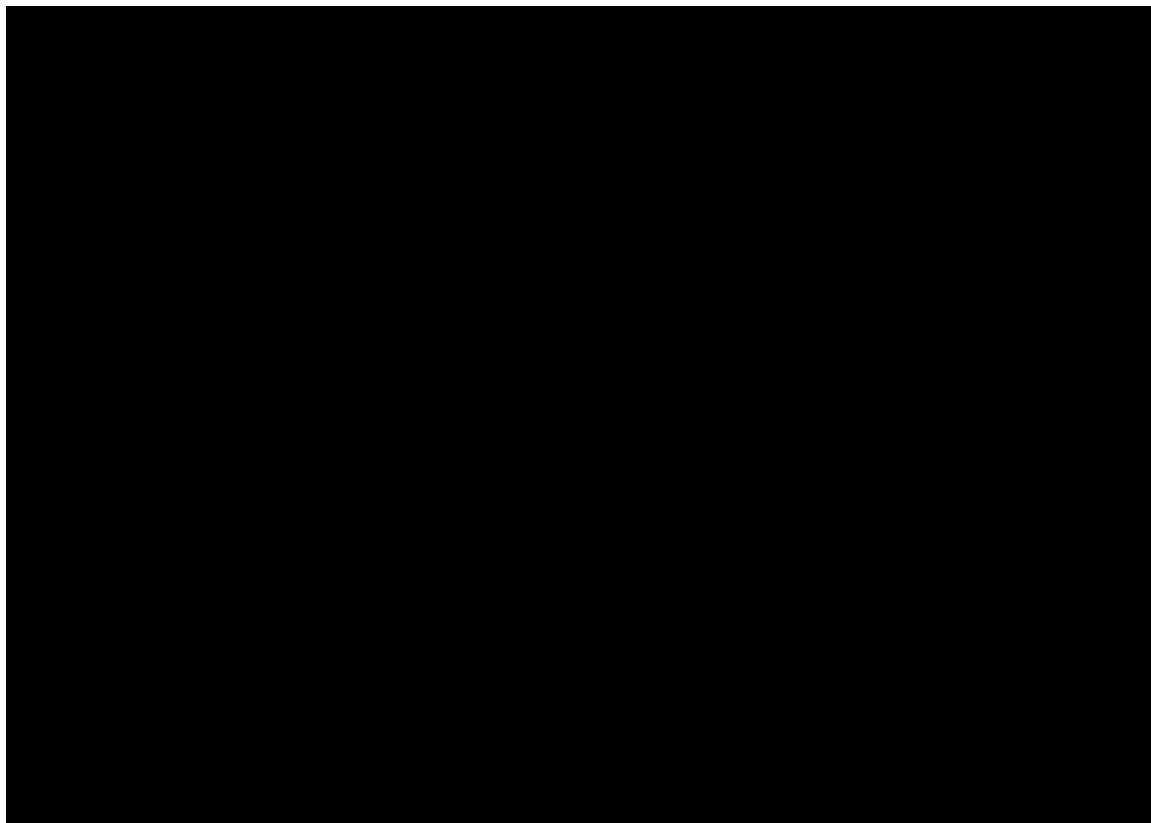
1. Delivery of 100Mbps PRISM stack, enablement of explicit proxy with URL filtering (no TLS/DPI required) with L3/L4 firewalling
2. DEFRA to connect to our racks in ARK-F (LOA to be provided by Cloud Gateway)
3. Recommend an alternate path for connectivity from the DEFRA estate somewhere – to be determined by CG/DEFRA

Included within this proposal is also the provision of a Staging PRISM environment to allow Defra to test applications in and out of PSN, including WAF capability to application presentation to PSN from the Defra (EA estate). This staging platform can be used for other phases within the wider program to test infrastructure, configurations, access and security before any decision is made to migrate. The Staging Platform is available for a 3-month period and it will be a replica of the deployed solution.

Also included within the solution is 50 concurrent Remote Access Services (RAS) (as an option to solve the EA win7 use case if the alternative solution identify doesn't work). Although the EA user base has up to 85 users it is estimated that at no point in time will there be more than about 25 users concurrent access services. Therefore, Cloud Gateway have recommended a 50-user license. The RAS provision is based on a 6-month term which is the timeline given to Cloud Gateway by Defra as there is a Window 10 roll out currently in progress and these EA users will migrate onto this new Windows 10 platform within this timeframe.

The platform that has been proposed will have the capability to accommodate more users and more cloud connections than is required for this initial deployment. There is no fixed rule on capacity by user or cloud connectivity as it is totally dependent on the volume of traffic consumed at any point in time. However, the platform is optimised to provide minimal capacity for maximum usage which is why, although the platform can scale to 10s of Gpbs, Cloud Gateway always recommends that you start at 100Mbps, which is the level entry capacity. In most cases rarely do users consume as much as they anticipate. If additional capacity or cloud connections are required, it is a simple Change Request which carries an SLA of 48 working hours and a £50.00 NRC. The £50.00 charge is to carry out the task of upgrading and assumes commercial approval and cover is in place before a request is made.

The following Diagram is a high-level representation of the first phase, the EA user migration:



## Implementation

Cloud Gateway has included within our proposal Professional Services time to work with Defra to design and document the infrastructure integration and migration of the EA users.



















The pre-sales activities will define the requirements at a technical level, present the confirmed architecture to be deployed, deliver a 3x day POC (Proof of Concept) for the EA users which includes IP addressing, security rules defined and applied and testing of the user environment.

Agreeing success criteria for actual migration of users and supporting Defra through the onboarding and into live service. The Professional technical resources will also set up and configure the 'staging environment' for Defra to migrate the users in a controlled way, testing each user and resource point the users require, this will include PSN connectivity and any other figure phases testing they feel appropriate in this 3 month window.

## Service Overview

- 100Mbps resilient Cloud Gateway PRISM 'Premier' with 24x7x365 support on a 99.95% platform availability, initial Global Switch Connectivity, PSN Connectivity and Professional Technical Services Consultancy Support based on a 2 year contract term.

The following functionality and features are provided as standard with the PRISM Premier solution procured from Cloud Gateway by Defra under this contract.

PRISM	Toggle
Cloud Connectivity	
VPN Site Connectivity	
Data Centre Cross Connect	
Private MPLS	
HSCN connectivity	
PSN connectivity	 <i>FWaaS Required</i>
Remote Access	
<b>Foundation Security</b> Layer 3/4 Firewall	
<b>Firewall-as-a-Service (FWaaS)</b> Layer 3/4 Firewall Geo-IP blocking and IP Reputation Deep Packet Inspection (DPI) Anti Virus & Anti Malware IPS / IDS	
<b>Secure Web Gateway</b> URL Filtering DNS Inspection Application Control Proxy Services  Deep Packet Inspection (DPI)	
Web Application Firewall (WAF)	
Customer Portal	
Advanced monitoring and analytics	
Inclusive Log Storage (30 days)	 <i>Protect component required</i>
Extended Log Storage	 <i>Protect component required</i>
SIEM / SOC Integration	 <i>Protect component required</i>
100Mbps - 10Gbps	 <i>Protect component required</i>
10Mbps - 10Gbps	 <i>Protect component required</i>

### **Contract Management**

The Buyer and Suppliers representatives will manage the contract in accordance with the following standard approach:

Meeting Type	Regularity	Cloud Gateway Attendees	Customer Attendees	Content
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<b>Service Review</b>	Monthly	Service Operative Account Manager	Service team	Overview of incidents, SR, SoW's and overall service Performance. Insight into any changes in business plans/projects for customer
<b>Account Review with Client</b>	Monthly	Account Manager	Procurement. Project/Program	This is likely to be a series of shorter meetings to discuss direction of travel, changes/challenge, how we are doing, who we should be talking to and general KIT activities
<b>Operational/ Program Review</b>	Monthly	TAM Account Manager	Technical Team	This is focused on day to day technical engagements and is used by the TDA to help drive changes that result in Cloud Gateway bleeding out further into the organisations or as a minimum consolidating our position. Use this to identify risks
<b>Service Review</b>	Quarterly	Service Operative Head of Service Account Manager TAM	Service Team Service Owner	Review quarterly performance. Update on change within the customer. Project progress ec.
<b>Account Review</b>	Bi Annual	Account Manager Head of Service CCO TAM	Commercial Service Operation	Much more formal. Strict agenda focused on performance. Roadmap. Key projects. Future funding Who and how we interact with them.
<b>Innovation Day</b>	Annual	TAM CTO Account Manager CCO	Strategy Business Owner Commercial Team Operational Management Team Technical Lead	This is about mapping out the art of the possible and delivering better cloud outcomes This should be used to drive potential efficiencies and savings for the customer. Future proofing business and delivering better more flexible use of tech

The Buyer and Supplier will also work to agree a contract management plan as soon as possible.



## Schedule 2: Call-Off Contract charges

The detailed Charges breakdown for the provision of Services during the Term will include:

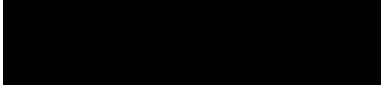

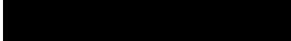






**Table 1 – Initial Contract Commitment (Initial Charges)**

Element	Cost
2021/22 100Mbps resilient Cloud Gateway 'Premier' PRISM Environment with 25x7x365 support and PSN Connectivity	██████████
Professional Technical Consultancy Services -  Architecture, Pre-Deployment and Onboarding technical support	██████████  Non-Recurring Charge
Staging PRISM environment (100Mbps)	██████████ –  up to 3 months
2021/22 Global Switch Connectivity - 100Mbps with ability to increase capacity up to 1Gpbs without any additional capacity costs	██████████ per annum
<b>1st Year Contract Price</b>	██████████
2022/23 100Mbps resilient Cloud Gateway 'Premier' PRISM Environment with 25x7x365 support and PSN Connectivity	████████████████████
<b>2<sup>nd</sup> Year Contract Costs</b>	██████████
<b>Total 2-year term Costs</b>	██████████

The following prices are services that are available under this Call off contract and can be applied at any point during the contract. Any additional services contracted will be pro-rated to co terminate with the existing agreement subject to commercial cover.

**Table 2 – Additional Service Charges (available via change control)**

Solution	Prices
Upgrade capacity to 250Mbpsper deployed PRISM environment	[REDACTED]
Upgrade capacity to 500Mbps per deployed PRISM environment	[REDACTED]
Upgrade capacity to 1Gbps per deployed PRISM environment	[REDACTED]
Staging (Test and Dev PRISM Environment) 100Mbps	[REDACTED]
WAF (up to 100Mbps) with 24x7x365 support	[REDACTED]
Additional Cloud Connections	[REDACTED]
Professional Technical Architecture Consultancy Services	[REDACTED]

Simple Change Requirement actioned	
50 Concurrent RAS users (6-month term)	 6 months
Additional Remote User up to 100 concurrent users per annum	
Additional Remote User up to 250 concurrent users per annum	
Additional Remote User up to 500 concurrent users per annum	
Additional Remote User up to 1000 concurrent users per annum	
Global Switch Connectivity - 100Mbps with ability to increase capacity up to 1Gpbs without any additional capacity costs	
Simple Change Requests for adds, moves and changes such as adding or removing users, add URL changes.	
For major changes to the design or requirements will be managed under a SoW process and pricing will be based on the deliverables under each/any SoW accepted by DEFRA.	

Pre-Priced Rapid Exit Plan Plus	
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### Pricing assumptions and dependencies.

The following assumptions and dependencies pertain to the contract pricing:

- A [REDACTED]
- All prices shown, unless otherwise stated are shown as a per annum cost.
- Any services introduced during the contract term will be pro rata'd based on the annual cost shown.
- The Upgrade capacity shows the annual price for that capacity. If you Buyer already has a service, the incremental price is the delta between the current annual charge and the desired upgrade capacity annual charge.  
For example, increasing from 100Mbps to 200Mbps is [REDACTED] the uplift in annual cost = [REDACTED].
- Upgrades can be delivered at any point in a contract up until 3 months prior to expiry. Any upgrade is prorated with the current contract and does not require a contract extension.
- Any resources not used will not be charged.
- Payment terms are 30 days from the date of invoice.
- Services are invoiced 1 calendar month in arrears for services that go live at any point in a calendar month the first invoice will reflect the pro-rated days remaining in that month. The invoice for which will be generated on the day of go live.
- Any Additional Professional Services can be charged in arrears or in advance or on a call off basis.
- All prices are UK GBP (£ Sterling) and are exclusive of VAT which will be charged at the prevailing rate.
- This contract is for the Premier Support Option.
- Upon 'Go Live' all service communications will be via [service@cloudgateway.co.uk](mailto:service@cloudgateway.co.uk) email address.

## 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, unless ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

### 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> 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.

## 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.

## **Schedule 3: Collaboration Agreement**

Not Applicable

## **Schedule 4: Alternative clauses**

Not Applicable

## **Schedule 5: Guarantee**

Not Applicable

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	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.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>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</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul> <p>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.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.

<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>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</li> <li>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax</p> <p>Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>

<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	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.
<b>Data Loss Event</b>	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.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	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
<b>Data Subject</b>	Takes the meaning given in the GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <p>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.</p>

<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.
<b>ESI Reference Number</b>	The 14-digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.



<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• 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</li> </ul>
<b>Former Supplier</b>	<p>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).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.12 together with the Framework Schedules.</p>
<b>Fraud</b>	<p>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.</p>
<b>Freedom of Information Act or FoIA</b>	<p>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.</p>

<b>G-Cloud Services</b>	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.
<b>GDPR</b>	General Data Protection Regulation (Regulation (EU) 2016/679)
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.

<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	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.
<b>Law</b>	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.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.
<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>Processing</b>	Takes the meaning given in the GDPR.
<b>Processor</b>	Takes the meaning given in the GDPR.

<b>Prohibited act</b>	<p>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:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>o under the Bribery Act 2010</li> <li>o under legislation creating offences concerning Fraud</li> <li>o at common Law concerning Fraud</li> <li>o committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.

<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement supplier</b>	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).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service definition(s)</b>	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.
<b>Service description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.

<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier staff</b>	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.
<b>Supplier terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.



## Schedule 7: GDPR Information

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:

1.2 [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

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	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• Other (DEFRA, EA and RPA are controllers)</li></ul>
Duration of the Processing	The processing is allowed so long as this contract agreement is live, including in any extension period (up to a maximum theoretical date of 31 <sup>st</sup> March 2025).
Nature and purposes of the Processing	<p>Defra is reducing the number of PSN gateways within its existing infrastructure and migrating these connections to Cloud Gateway. From a user perspective, however, there will be no change to the current processes and means of access to systems via PSN.</p> <p>Once the connections are on the platform Cloud Gateway will not be able to view or access the data from these systems. They will collect meta-data from Defra users, e.g. who is using which</p>

	<p>system (e.g. ALVS, ANPR, etc.) and data volumes but the content of that data will remain encrypted end-to-end due to secure TLS connectivity.</p> <p>The data in transit is encrypted point to point and Cloud Gateway as a result should have no access to it.</p> <p>A small number of EA, RPA and Defra end users currently access secure systems and services via the PSN, utilising gateways within Defra's existing infrastructure. This project will consolidate these gateways and migrate to a cloud supplier. The mode of access by the end user to systems and services via the PSN will remain the same once migrated.</p> <p>End-users who will continue to access services/systems via PSN:</p> <ul style="list-style-type: none"> <li>• 80 EA</li> <li>700/800 Defra (TBC)</li> </ul> <p>Cloud Gateway is acting as a transport layer in this instance, providing the data from the system through to the end user (and vice-versa), and will not be collecting or modifying in any way.</p> <p>There is no specific processing of data for law enforcement purposes as a result of this implementation. However, as per the existing process, certain teams within EA access the ANPR (Automatic Number Plate Recognition) system via the PSN and will continue to do so once the connection has been migrated to Cloud Gateway.</p>
Type of Personal Data	<p>Names, Email Addresses &amp; OTHER:</p> <p>1) User names of Defra, EA and RPA staff who access services via the PSN will be collected by Cloud Gateway. However, the data within any service or system accessed via PSN will not be collected.</p> <p>2) Meta data of end users of the systems will be collected, e.g. username, system accessed and volumes.</p>
Categories of Data Subject	Names, Email Address & Other
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or	All Account Information must be deleted upon exit including Names, Email Addresses and User Names

Member State law to preserve that type of data	Cloud Gateway will not store any personal data, as a transport layer, the data is transient.
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## Schedule 8: Service Level Agreement

The service level and availability criteria required for this Call-Off Contract are detailed below:

### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this schedule.

#### 1.1 Definitions:

**Agreement:** the agreement to which this schedule relates.

**All Reasonable Endeavours:** the same degree of priority and diligence with which The Supplier meets the support needs of its other similar customers.

**Contact List:** a current list of The Supplier contacts and telephone numbers to enable the Customer to escalate its Support Requests, including:

- a. the first person to contact; and
- b. the persons in successively more qualified or experienced positions to provide the support sought.

**Customer Cause:** any of the following causes:

- a. any improper use, misuse or unauthorised alteration of the Managed Services by the Customer;
- b. any use of the Managed Services by the Customer in a manner inconsistent with the then-current Documents or instructions;

**Emergency Maintenance:** the need to affect an urgent, unscheduled fix to the Cloud Gateway Platform.

**Higher-level Support:** any higher-level support provided by an individual on the Contact List.

**Incident:** any failure of the Managed Services to operate in all material respects in accordance with the Specification and Documents, including any failure or error referred to in the Service Level Table.

**Maintenance Window:** a window between 22:00 - 06:00 Monday to Sunday within which Cloud Gateway will perform maintenance which carries any risk of disruption to a customer's service.

**Out-of-scope Services:** either of the following services:

- a. any services provided by The Supplier in connection with any apparent Incident regarding the Managed Services reasonably determined by The Supplier not to have been caused by a Fault, but rather by a Customer Cause or a cause outside The Supplier's control (including any investigational work resulting in such a determination); or
- b. any Higher-level Support provided in the circumstances specified in [Paragraph 2.3](#).

**Planned Maintenance:** a window of time scheduled under change control policy to improve or apply upgrades to the physical and software components of the Cloud Gateway Platform.

**Portal:** means the Cloud Gateway customer portal available at <https://mycloudgateway.co.uk>.

**Service Availability:** means the amount of time expressed as a percentage during which the Service is available for the Customer over a defined period.

**Service Credits:** the service credits specified in the table set out in Paragraph 7.1.

**Service Desk Support:** any support provided by Service Desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Managed Services.

**Service Levels:** the service level responses referred to in the Ticket Management Response & Resolution Table Para 6.2.

**Service Level Table:** the table set out in [Paragraph 6.2](#).

**Solution:** either of the following outcomes:

a. resolution of an Incident; or a workaround in relation to an Incident (including a reversal of any changes to the Managed Services if deemed appropriate by The Supplier) that is reasonably acceptable to the Customer.

b. Fulfilment of a Service Request

**Support Fees:** This service is a fully managed service and there are no additional fees unless the customer wishes to engage with additional consultancy or technical support activities. These will be scoped and delivered via the Statement of Work (SOW) process.

**Support Hours:** Incidents and Service Requests can be raised through the portal or by email to [service@cloudgateway.co.uk](mailto:service@cloudgateway.co.uk) 24x7x365. Standard hours of support are Monday to Friday 0900 hrs to 1730 hrs excluding bank holidays, this may be extended depending on the support package purchased.

**Support Period:** the Term and, if requested by the Customer, any period during which the Customer transfers the Services to an alternate service provider will be outlined in the MSA.

**Support Request:** request made by the Customer in accordance with this schedule for support in relation to the Managed Services, including correction of an Incident and the fulfilment of a request..

**Support Services:** maintenance of the then-current version or release of the Managed Services, including Support Desk Support and Higher-level Support, but excluding any Out-of-scope Services.

**Unavailable or Unavailability:** is when all attempts to connect through the Cloud Gateway platform fail for a period of time greater than 60 consecutive seconds.

All initial capitalised terms in this schedule shall have the meanings given to them in the Main Agreement.

## 2. SUPPORT SERVICES

2.1 During the Support Period The Supplier shall perform the Support Services during Support Hours in accordance with the Service Levels.

2.2 As part of the Support Services, The Supplier shall:

- a. provide a Service Desk Support facility enabling The Supplier to record and respond to all Customer contacts. Customers can contact the Supplier Service Desk by means of an email sent to [service@cloudgateway.co.uk](mailto:service@cloudgateway.co.uk), a phone call to the telephone number 01616961000, by entering a record in their Service Management tool (if it is integrated with The Supplier's IT Service Management tool), or through a customised Portal (if provided as part of the customer service offering).
- b. commit appropriate resources to the provision of Higher-Level Support;
- c. use All Reasonable Endeavours to resolve all Incidents notified under [Paragraph](#) 4.3; and
- d. provide technical support for the Managed Services in accordance with the Service Levels set out in Paragraph 6.1 (b).

2.3 Any Higher-level Support requested by the Customer and provided by an individual whose qualifications or experience is greater than that reasonably necessary to resolve the relevant Support Request shall be deemed an Out-of-scope Service, provided that an appropriately qualified or experienced individual was available at the time when the Higher-level Support was sought.

2.4 The support SLA shall only apply to services agreed pursuant to the MSA that have been agreed by means of an authorised Statement of Work or Change Request.

2.5 The Customer acknowledges that The Supplier is not obliged to provide Out-of-scope Services.

## 3. FEES

3.1 The provision of Support Services on a remote, off-site basis (such as over the telephone or by email) within the Support Period shall be included in the Support Fees.

3.2 The provision of Support Services outside the Support Period or at the Customer Site or the provision of Out-of-scope Services shall be charged at the applicable time and materials rates set out in the Master Services Agreement.

#### **4. SUBMITTING INCIDENTS AND ACCESS**

4.1 The Customer shall provide The Supplier with:

a. prompt notice of any Incidents, including raising the incident via the portal, through email to [service@cloudgateway.co.uk](mailto:service@cloudgateway.co.uk) or calling the Cloud Gateway Service Desk on 0161 6961000. The reporting of priority 1 incidents should be followed up where possible with a call to the Cloud Gateway Service Desk on 0161 6961000.

b. such output and other data, documents, information, assistance and (subject to compliance with all Customer's security and encryption requirements notified to The Supplier in writing) remote access to the Customer system, as are reasonably necessary to assist The Supplier to reproduce operating conditions similar to those present when the Customer detected the relevant Incident.

4.2 All Support Services shall be provided by The Supplier's employees only.

4.3 The Customer acknowledges that, to properly assess and resolve Incidents, it may be necessary to permit The Supplier direct access at the customer site to the customer system and the Customer's files, equipment and personnel.

4.4 The Customer shall provide such access promptly, provided that The Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to The Supplier.

#### **5. SUBMITTING SERVICE REQUESTS**

5.1 The Customer may request Support Services by way of a Service Request. ("SR"). All requests from the Customer that are not as a result of an Incident with The Supplier Service shall be treated as SRs.

5.2 Each Service Request shall include sufficient information to enable The Supplier to fulfil it within the agreed Service Level Target.

5.3 The Customer acknowledges that, to properly assess and resolve Service Requests, it may be necessary to permit The Supplier direct access at the Customer Site to the Customer system and the Customer's files, equipment and personnel.

5.4 The Customer shall provide such access promptly, provided that The Supplier complies with all the Customer's security requirements and other policies and procedures relating to contractors entering and working on the Customer Site notified to The Supplier.

#### **6. SERVICE LEVELS**

6.1 The Supplier shall:

a. provide 99.95% service availability and

b. prioritise all Incidents and SRs based on its reasonable assessment of the severity level of the Incident or request; and

c. respond to and attempt to resolve all Incidents and SRs in accordance with the response and resolution target times specified in the tables set out below:

6.2 Ticket Management Response & Resolution Targets

	Standard Support/Health Connect	Enhanced Support	Premier Support
<b>Priority 1</b>	Response - < 1 Hr <sup>1</sup> Resolution - < 5 Hrs <sup>1</sup>	Response - < 30 Mins (24/7/365) Resolution - < 4 Hrs (24/7/365)	Response - < 15 Mins (24/7/365) Resolution - < 4 Hrs (24/7/365)
<b>Priority 2</b>	Response - < 2 Hrs <sup>1</sup> Resolution - < 8 Hrs <sup>1</sup>	Response - < 1 Hr <sup>1</sup> Resolution - < 8 Hrs <sup>1</sup>	Response - < 30 Min (24/7/365) Resolution - < 8 Hrs (24/7/365)
<b>Priority 3</b>	Response - < 4 Hrs <sup>1</sup> Resolution - < 24 Hrs <sup>1</sup>	Response - < 2 Hrs <sup>1</sup> Resolution - < 24 Hrs <sup>1</sup>	Response - < 1 Hr <sup>1</sup> Resolution - < 24 Hrs <sup>1</sup>
<b>Priority 4</b>	Response - < 8 Hrs <sup>1</sup> Resolution - < 5 days <sup>1</sup>	Response - < 4 Hrs <sup>1</sup> Resolution - < 5 days <sup>1</sup>	Response - < 2 Hrs <sup>1</sup> Resolution - < 5 days <sup>1</sup>
<b>Priority 5</b>	Response - < 24 Hrs <sup>1</sup> Resolution - N/A	Response - < 8 Hrs <sup>1</sup> Resolution - N/A	Response - < 4 Hrs <sup>1</sup> Resolution - N/A

<sup>1</sup> Business Hours are Monday to Friday 0900 hrs to 1730 hrs, excluding Bank Holidays.

### 6.3 Ticket Management Priority Definition

Priority 1 - The customer's business is suffering a significant loss or degradation of their Cloud Gateway Services and requires an immediate resolution.

Priority 2 - The customer's business is suffering a moderate loss or degradation of their Cloud Gateway Services but has a workaround in place allowing them to operate in a reduced capacity.

Priority 3 - The customer's business is operating with minor degradation of their Cloud Gateway Services.

Priority 4 - The customer's non-critical functions of their Cloud Gateway services are not behaving correctly.

Priority 5 - The customer has a general question or wants to request something.

Where, following triage and investigation, an incident reported to The Supplier turns out NOT to be attributable to The Supplier, the following actions will be taken.

- The details will be added to the Non-Attributable section of the monthly service report.
- The Supplier will, as part of the contract onboarding process identify The Customers authorised individual to be the point of contact (POC) for Non Attributable incidents. The Supplier will work with the POC to educate The Customer and reduce and eliminate Non Attributable incident logging.
- Each Non Attributable will be logged and presented in the monthly report. An action plan managed by the Service Desk agent and The Customer POC to resolve will be set out and reviewed at subsequent reviews.
- If Non Attributable incidents continue beyond 2 months from point that The Supplier notified The Customer of the nature of the Non Attributable incident, The Supplier reserves the right to charge The Customer for all time and resource(s) engaged on the Non Attributable incident at the Resource Rates set out in with the MSA.
- Any associated charge will be equal to the service credit regime as outlined in paragraph 7.1 (b).

6.4 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response times.

6.5 The Supplier shall give the Customer regular updates of the nature and status of its efforts to correct any Incident [and monthly reports as to achievement of Service Levels and Service Credits to which the Customer has become entitled]

## 7. SERVICE MAINTENANCE

To facilitate improvements to the core Cloud Gateway platform it is necessary to carry out essential work from time to time. These activities are carefully scheduled through the use of an internal change control process. Wherever possible all planning and implementation of changes will be carried out

within the Maintenance Window of 22:00 - 06:00 to minimise the effect on our customers and their services.

Cloud Gateway will take all precaution to minimise disruption to service but in some cases, there may be a period of service downtime which would be kept to an absolute minimum. Customers will be notified by Cloud Gateway, giving a minimum of 10 working days of any planned schedule of maintenance that carries any risk of disruption to service. Cloud Gateway will endeavour to carry out any improvements within the maintenance window; however, unforeseen circumstances may dictate that improvements are carried out at other times. Notwithstanding such notice Cloud Gateway shall still provide the Services in accordance with the applicable Service Levels.

Whenever we perform any maintenance, services will be failed over to their alternative path. For most applications this will be seamless as protocols such as TCP will retransmit traffic which fails during the failover, but for some more sensitive applications, there is a potential risk of minor service disruption. In all cases, Cloud Gateway will endeavour to give Customers as much notice as possible.

There may be occasions when there is a requirement for an Emergency Change to be carried out for example; a hardware failure to a core device which has caused a loss of resilience or security upgrades to address vulnerabilities. Emergency Change allows for change to be fast-tracked with less than 10 working days customer notification. Emergency Change will only be used in exceptional circumstances, where there will be a significant business impact should the change not be expedited. Emergency Change records are thoroughly reviewed through the Cloud Gateway Change Management process to ensure they were justified.

## **8. SERVICE CREDITS**

8.1 If The Supplier fails to provide The Customer service within the agreed availability target detailed above, the Customer shall become entitled to the Service Credit specified in the table set out below corresponding to the relevant Incident Priority level on submitting a written claim for such Service Credit, provided that the relevant Incident relating to the Managed Services:

- a. did not result from a Customer Cause or a cause outside The Supplier's control; and
- b. was promptly notified to The Supplier under [Paragraph 4](#).

### **Priority 1**

For each failure by the supplier to deliver against a Priority 1(one) incident within the agreed SLA as stated herein paragraph 6.2 Ticket Management Response & Resolution Service Level Targets ("SLTs") the sum available for credit per incident is 0.25% of the annual Support Fee for the service affected. This is limited to a monthly credit payment maximum equal to 1(one) calendar month of the total aggregate Support Fee service charge for all incident resolution failures within that calendar month excluding VAT. For the avoidance of doubt an incident is applied to the calendar month in which it is first registered irrespective of the date of closure.

### **Priority 2**

For each failure by the supplier to deliver against the Service Availability of 99.95% then the available credit will be calculated based on the Service Fees charged within the calendar month the failure occurred excluding VAT. For the avoidance of doubt Availability SLA is applied to the calendar month in which it is first registered irrespective of the date of closure.

**8.2** The provision of a Service Credit shall be the sole remedy for a particular Service Level failure.

**8.3** Service Credits shall be shown as a deduction from the amount due from the Customer to The Supplier in the next invoice then due to be issued under the Main Agreement. The Supplier shall not in any circumstances be obliged to pay any money or make any refund to the Customer.

## **9. OTHER REMEDIES**

**9.1** If a Solution is not provided within the relevant Service Level resolution time, the Customer may escalate the issue to the parties' respective relationship managers identified below and then to their respective senior management identified below:



Contact Name	Contact Position	Contact Details	
<p><b>10. COMMUNICATIONS</b></p> <p>10.1 In addition to the mechanisms for giving notice specified in the Main Agreement, the parties may communicate in respect of any matter referred to in this by email (unless specified otherwise).</p>			