



Crown Commercial Service

G-Cloud 9 Call-Off Contract - REDACTED

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace service ID number:	283649730410107
Call-Off Contract reference:	DWP IOS_CAP_G Cloud 9_MVS MIDRANGE
Call-Off Contract title:	MVS Mid-range Application (MVS MRA) Migration
Call-Off Contract description:	Provision of services to the Department for Work and Pension to move the Buyer's MVS Mid-Range Systems from its data centre to Target Buyer Data Centre.
Start date:	19 th June 2017
Expiry date:	18 th June 2018
Call-Off Contract value:	£1,673, 957
Charging method:	Fixed Price as set out in Schedule 1, Annex 3
Purchase order number:	To be sent to Supplier when RM record set up

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

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

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

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

From: the Buyer	Department for Work and Pensions DWP Commercial Directorate Buyer's main address: 2nd Floor, Phase 2 Peel Park Brunel Way Blackpool FY4 5ES
To: the Supplier	Capgemini UK plc Supplier's address: 1 Forge End Woking Surrey GU21 6DB United Kingdom

	Company number: REDACTED
Together: the 'Parties'	

Principle contact details

For the Buyer:	Name: REDACTED Title: REDACTED Email: REDACTED Phone: REDACTED
For the Supplier:	Name: REDACTED Title: REDACTED Email: REDACTED Phone: REDACTED

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 19/06/17 and is valid for 12 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 2 months written notice before its expiry. 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.

Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 3 - Cloud support
G-Cloud services required:	It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract. The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:

	Cloud Advisory Service – Cloud Assessment and Migration Factory as detailed in Schedule 2 to this Call-Off Contract
Additional services:	None
Location:	The Services will be delivered largely from Supplier facilities within the UK. During the Service Build phase the Supplier will conduct some elements of the service take on at DWP locations, primarily Warrington (301 Bridgewater Place, Birchwood or the new Manchester digital hub location when this becomes operational) and also Newcastle (Longbenton), Blackpool (Peel Park)
Quality standards:	The quality standards required for this Call-Off Contract are not applicable.
Technical standards:	The technical standards required for this Call-Off Contract are not applicable.
Service level agreement:	None
Onboarding:	The Supplier Senior Project Manager will be responsible for onboarding all Supplier Staff as follows: <ul style="list-style-type: none"> • Confirm all Supplier Staff to have the required security clearance as defined by the Buyer • Advise the Buyer of the equipment that each Supplier Staff requires • Familiarise each Supplier Staff with the Buyer and this Call Off Contract.
Offboarding:	None
Collaboration agreement:	Not required
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed REDACTED The annual total liability for Buyer Data defaults will not exceed REDACTED or REDACTED of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other defaults will not exceed the greater of REDACTED or REDACTED of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance:	The insurance(s) required will be: <ul style="list-style-type: none"> ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract ● Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.
Audit:	Not applicable
Buyer's responsibilities:	The Buyer is responsible for actions detailed in the 'Buyer Responsibilities' set out in Paragraph 9 of Schedule 1.
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract has been included within the list off 'Buyer Responsibilities' contained in Paragraph 9 of Schedule 1.

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Supplier's information

Subcontractors or partners:	None
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below.

Payment method:	The payment method for this Call-Off Contract is fixed price payment by achievement of milestones (set out in Annex 3 to Schedule 1)
Payment profile:	The payment profile for this Call-Off Contract is based upon completion of the payment milestones as set out in Annex 3 to Schedule 1. All prices exclude VAT In the event that the Supplier does not achieve a specified payment milestone and the cause is solely due to the Supplier the Buyer may request a delay payment based on the formula set out in Annex 3 to Schedule 1.
Invoice details:	The Supplier will send electronic invoices to the Buyer upon Acceptance of the appropriate milestone as set out in annex 2 to Schedule 1. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Hard copies of invoices shall be sent to: SSCL Accounts Payable Team Room 6124 Tomlinson House Norcross Blackpool. FY5 3TA. PDF versions of invoices should be emailed to the shared inbox: REDACTED
Invoice information required – for example purchase order, project reference:	All invoices must include: PO number, Project reference and Buyers reference details. The invoice format will follow the standard Supplier invoice format mirroring the necessary information in clause 7.5 of the Call Off Contract. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of this Call-Off Contract
Invoice frequency:	Invoice will be sent to the Buyer upon Acceptance of the appropriate milestone as set out in annex 2 to Schedule 1.
Call-Off Contract value:	The total value of this Call-Off Contract is REDACTED
Call-Off Contract charges:	The breakdown of the Charges is set out in Annex 5 REDACTED IN FULL

Additional buyer terms

Performance of the service and deliverables:	None
Guarantee:	Not applicable
Warranties, representations:	None
Supplemental requirements	The Supplier shall comply with Baseline Personnel Security Standard / Government

in addition to the Call-Off terms:

Staff Vetting Procedures in respect of all persons who are employed or engaged by the supplier in provision of this Call-Off Contract. This is not a security check as such but a package of checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. A guide for buyer suppliers has been prepared and attached below.



BPSS document.pdf

The Supplier also confirms its compliance with Buyer requirements in providing BPSS clearance for all staff and SC clearance for all staff requiring privileged access, in order to carry out all those elements of the Services.

The Supplier agrees to comply with the following additional Buyer Special Terms:

3. ADMINISTRATION AND LIQUIDATION

3.1 In the event the Supplier is put into Liquidation or this Call Off Contract is terminated by the Buyer pursuant to the provisions of this Call Off Contract relating to termination on insolvency, the Supplier (or a liquidator or provisional liquidator acting on behalf of the Supplier) shall at its own cost and at no cost to the Buyer:

- a) conduct a full and thorough search for any electronic and paper records held by the Supplier which contain Buyer Data in accordance with the Buyer instructions;
- b) return all such records to the Buyer in accordance with the Buyer's instructions;
- c) permanently destroy all copies of any relevant electronic records; and
- d) provide written confirmation to the Buyer that the actions outlined above in this paragraph have been completed.

3.2 In the event of a sub-contractor of the Supplier being in liquidation then it is the responsibility of the Supplier to recover records held by such sub-contractor and provide assurance to the Buyer that they have been recovered.

3.3 In the event the Supplier is put into Administration the Buyer will work closely with the administrator to ensure the Supplier is able to maintain Buyer and other records they have created and held and maintain these standards in the safekeeping of Buyer information, i.e. these records must be stored in accordance with Buyer information assurance and HMG Cabinet Office information security standards.

3.4 Whilst in Administration the duty of the Administrator is to help the Supplier trade. This may involve the Administrator seeking an organisation to buy up the Supplier. The assignment or novation of this Call Off Contract to new ownership is not automatic and the Buyer must be consulted and prior approval obtained.

Definitions

"Administration" means the rescue mechanism under the Insolvency Act 1986 where a company may be rescued or reorganised or its assets realised under the protection of a statutory moratorium. The company is put into administration and an administrator is appointed.

"Liquidation" means the insolvency procedure (also known as winding up) under which

the assets of a company are realised and distributed to creditors by the liquidator, in the order provided for in the Insolvency Act 1986.

As may be required by the Buyer from time to time the Supplier shall provide copies of its appropriate policies to cover the following:

- Sustainability Policy
- Diversity and Equality
- Apprenticeship and Skills

Additionally, by way of clarification to the Supplier Terms – “Projects and Consulting General Terms of Business G-Cloud service definition”:

• 2.2 Timescales - for the purposes of this Call-Off Contract all milestone and deliverable dates will be agreed between both parties and included in Schedule 1 Annex 3.

• 2.3 Progress Reviews – for the purposes of this Call-Off Contract – no charges for attending reviews will be made as this has been included within the fixed price for the services.

• 2.5 Work outside Scope – for the purposes of this Call-Off Contract – the Supplier will be responsible for identifying “work out of scope” and any associated charges for delivery of such work to the Buyer. No charges for carrying out work out of scope will be made unless this has been included/agreed by the Buyer in writing via the Variation Procedure.

3.3 Impact: for the purposes of this Call-Off Contract – will read “Our ability to perform our obligations may be dependent on you fulfilling your obligations (including any Buyer’s responsibilities set out in the Order Form) and on any agreed assumptions set out in the Order Form being correct. To the extent that you do not fulfil your obligations under this Call-Off Contract, then (without prejudice to our rights and remedies): (a) we may change the agreed milestone dates and timetables (but shall consult with you and act reasonably in doing so); and (b) our charges and any estimates may be affected and you agree to accept reasonable changes to them in accordance with the Variation Procedure where your agreement to such Variations shall not be unreasonably withheld or delayed;”

4,1 Fees: for the purposes of this Call-Off Contract – the charges will be paid as per Schedule 1, Annex 3.

• 5.4 – 5.7 Application of TUPE on commencement and termination – for the purposes of this Call-Off Agreement both parties have agreed that TUPE is not expected to apply. For the avoidance of doubt, in the event that TUPE was deemed to apply on termination, the Supplier shall indemnify the Buyer against Employment Liabilities arising out of the termination of employment of transferring employees directly following the application of TUPE.

6.3 (ii) - for the purposes of this Call-Off Contract this paragraph does not apply in its entirety.

	<p>8 Limits of liability (LOL): - for the purposes of this Call-Off Contract paragraphs 8.1 and 8.2 do not apply and are superseded by the agreed Limit of Liability section of Part A of the Order Form and the applicable terms of the Call-Off Contract.</p> <p>• 9.5 Payment - for the purposes of this Call-Off Contract both parties have agreed in the event of early Ending for convenience, The Supplier would be entitled to claim unrecovered costs, breakage costs (costs entered into by Supplier prior to notice of termination that cannot be mitigated or avoided) and forecast profits on Fixed Price activity only up to the point of termination and NOT to the end of the Call-Off Contract.</p> <p>• 12.5 Publicity - for the purposes of this Call-Off Contract this will not apply in reference to the Buyers obligations to publish the awarded (redacted) contract on Contracts Finder. Under the Transparency Agenda all contracts awarded with a value greater than £10,000 must be published no later than 90 days after the contracts award date.</p>
Alternative clauses:	None
Buyer specific amendments to/refinements of the Call-Off Contract terms:	None
Public Services Network (PSN):	Not applicable

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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	<u>REDACTED</u>	<u>REDACTED</u>
Title:	<u>REDACTED</u>	<u>REDACTED</u>
Signature:	<u>REDACTED</u>	<u>REDACTED</u>
Date:	20 th June 2017	20 th June 2017

Schedule 1 - Services

Definitions:

The following definitions shall apply to this Schedule 1.

"In Scope Applications" means the Buyer's applications 'CS2', 'NTC', 'NOL' and 'BMSR' as set out in Annex 4

"Incident" means an unplanned interruption to the migrated In-Scope Application;

"Incident Classification" means the classification of severity of an Incident as defined in [reference table below]

"Payload" – means one operating system instance in-scope for migration

"Workaround" means a temporary solution implemented to restore In-Scope Application functionality in the event of an Incident

"Source Buyer Data Centre" – means the Buyer Data Centre at Wynyard and/or Doxford as appropriate

"Target Buyer Data Centre" – means Buyer Data Centre at Corsham and/or Farnborough as appropriate

1. Scope of Service

- 1.1. The services set out below will migrate the In Scope Applications from the Source Buyer Data Centre as defined in Annex 4 as at the Start Date to the Target Buyer Data Centre as described in Annex 4
- 1.2. The Service will consist of the migration of the Buyer's environments spanning 129 Buyer Payloads as set out in Annex 4 to Schedule 1 to the Target Buyer Data Centre.
- 1.3. In the event that Annex 4 to Schedule 1 is shown to be materially different Supplier shall raise a Variation in accordance with the Variation procedure.

2. Approach and Governance

- 2.1. The Supplier shall deliver the Services through 5 key phases:
 - 2.1.1. Discovery – as set out in paragraph 3 of Schedule 1
 - 2.1.2. Planning and design – as set out in paragraph 4 of Schedule 1
 - 2.1.3. Migration preparation (pre- implementation) – As set out in paragraph 5 of Schedule 1
 - 2.1.4. Migration execution (implementation) – As set out in paragraph 6 of Schedule 1
 - 2.1.5. Post implementation – As set out in paragraph 7 of Schedule 1
- 2.2. The plan for the delivery of this work ("Project Plan") is set out in Annex 1 to Schedule 1 with the associated Deliverables documented in Annex 2 to Schedule 1 and Milestones in Annex 3 to Schedule 1.
- 2.3. The Supplier shall document the project governance plan (Deliverable D2) during the discovery phase as defined by section 3 of Schedule 1. The Parties agree that the following principles shall apply to the project governance plan:
 - 2.3.1. That the project governance shall be integrated in to the Buyer's 'SSBA Exit Programmes Governance' using the Buyer governance as defined at the Start Date
 - 2.3.2. Unless otherwise agreed the Parties agree that;
 - 2.3.2.1. a project control board will be convened within one month of the Start Date and no less than monthly thereafter and will be attended by the Buyer project manager, Supplier senior project manager, Buyer 'SSBA exit' programme manager and the Supplier programme director;
 - 2.3.2.2. The terms of reference for the project control board will be agreed between the Supplier Programme Director and the Buyer project manager within one month of the Start Date the Buyers project manager and Supplier senior project manager shall be co-located for the duration of the Services.

3. The Discovery Phase:

- 3.1. The purpose of the discovery phase is to enable the Parties to develop a common understanding and agreement of the overall technical design of the approach and solution to migration.
- 3.2. The Supplier shall carry out its initial discovery work as follows:
 - 3.2.1.1. Provide information to the Buyer on Supplier resources that require to be on-boarded and confirm equipment required from the Buyer to fulfil their role
- 3.3.
 - 3.3.1. In conjunction with the Buyer deliver an initial project launch event at a suitable Buyer or Supplier location in order to:
 - 3.3.1.1. Gather interested Buyer parties in a single event to identify their goals and objectives of this work;
 - 3.3.1.2. Communicate the ways of working and key phases of the project including initial milestones;
 - 3.3.1.3. Gather and record an initial set of dependencies and issues and agree an action plan for their resolution.
 - 3.3.2. Confirm the technical details of the migration as follows but not limited to:
 - 3.3.2.1. Numbers of environments and technology involved as set out in Annex 4;
 - 3.3.2.2. Buyer server and work load counts;
 - 3.3.2.3. Checks on available Buyer network capacity between the Buyer's hosting environments as at the Start Date and Target Buyer Data Centre.
 - 3.3.2.4. Supplier shall provide the Buyer with a specification for the necessary capacity of the migration server in Target Buyer Data Centre
 - 3.3.3. Confirm operational limitations of the migrations and available migration timing windows, and confirm that these windows fit with the planned migration window. In the event that these windows are not available a Variation to this agreement will be required.
 - 3.3.4. Define and agree the project governance plan in line with the principles outline in paragraph 2.3 of this schedule.
- 3.4. The Deliverables from the discovery phases will be as defined within Annex 2 to Schedule 1 and summarised below and will be subject to Acceptance in accordance with clauses 2.7 to 2.10 of the Supplier Terms:
 - 3.4.1. D1 detailed project plan
 - 3.4.2. D2 project governance plan
 - 3.4.3. D3 the discovery report
 - 3.4.4. D13 outline BOM (bill of materials)

4. The Planning and Design Phase:

- 4.1. The purpose of the planning and design phase is to establish the detailed plans for the migration of the In Scope Applications
- 4.2. The Supplier shall carry out its planning and design phase as follows;
 - 4.2.1. Produce application migration designs and plans to meet the high level schedule confirmed in the discovery phase.
 - 4.2.2. Develop the approach to migrating the In-Scope Applications to Target Buyer Data Centre working with the Buyer, detailing the low level migration planning and developing the test strategy. Provide information to the Buyer to support changes required to the Buyer's infrastructure and network configuration.
 - 4.2.3. Provide information to the Buyer to enable them to provide system administrator activities in the 'Source Buyer Data Centre'
 - 4.2.4. The Supplier shall provide a definition of the required permission for the 'Active Directory' copy in the DNS
- 4.3. The Deliverables from the planning and design phase will as defined within Annex 2 and summarised below and will be subject to Acceptance in accordance with clauses 2.7 to 2.10 of the Supplier Terms:
 - 4.3.1. D4 high-level design.
 - 4.3.2. D5.1, D5.2, D5.2 and D5.4 application migration documents.
 - 4.3.3. D6 test strategy.

5. Migration Preparation

- 5.1. The purpose of the migration preparation phase is to prepare the detailed plan for migration and cutover.
- 5.2. The supplier shall carry out its migration preparation phase as follows:

- 5.2.1. Prepare detailed migration plans and checklists and definition of regression paths to revert to the pre-migration state in the event that the migration event cannot be completed
- 5.2.2. Prepare implementation management plans for each In-Scope Application migration event setting out the detailed steps for each event and the plan for communicating progress to the Buyer's 'project team'
- 5.2.3. Prepare test plans in line with the test strategy setting out the detailed testing activities to be conducted by the Supplier and the Buyer and/or Buyer third parties
- 5.2.4. Carryout workshops to confirm all Buyer and Supplier stakeholders understand their accountabilities and timelines;
- 5.2.5. Execute one dry run event per In-Scope Application to test the approach and report the outcomes.
- 5.2.6. Supplier shall implement a migration preserving a configuration of the application, maintaining IP addresses and existing interfaces with the following exceptions:
 - 5.2.6.1. The Supplier will implement an AIX upgrade from version 5.x to version 5.3 where applicable on the AIX servers identified in Annex 4 to Schedule 1
 - 5.2.6.2. The Supplier will connect the migrated services to the Buyers 'BMC monitoring solution'
 - 5.2.6.3. The Supplier will implement the required patch or patches to the operating systems to the HPUX environment, and AIX environment and Solaris environment to enable the migration approach to work
 - 5.2.6.4. For the avoidance of doubt the supplier service is limited to applying only the technical upgrades and patches to allow the In-Scope Applications to be migrated to the Target Buyer Data Centre and the Supplier is not responsible for any other impacts of applying these upgrades and patches.
- 5.3. The Deliverables from the migration preparation phase will be as defined within Annex 2 to Schedule 1 and summarised below and will be subject to Acceptance in accordance with clauses 2.7 to 2.10 of the Supplier Terms:
 - 5.3.1. D7 test plan
 - 5.3.2. D9 cutover and migration plan
 - 5.3.3. D10 implementation management plan

6. Migration Execution

- 6.1. The purpose of the migration execution phase is to execute the migrations in accordance with the agreed cutover and migration plan (D9) utilising the implementation management plan (D10), and test plan (D7). The supplier shall carry out its migration and execution phase as follows:
 - 6.1.1. Preparing change requests and change authorisation board submissions to align with the Buyer's change management processes
 - 6.1.2. Carryout the migration of In-Scope Applications to Target Buyer Data Centre;
 - 6.1.3. Execute the test plan and co-ordinate Buyer staff in the completion of tests in line with the cutover and migration plan
 - 6.1.4. The supplier shall provide information to support the Buyers 'IT Health Check' in a timely manner.
- 6.2. The Deliverables from the migration execution phase will be as defined within Annex 2 to Schedule 1 and summarised below and will be subject to Acceptance in accordance with clauses 2.7 to 2.10 of the Supplier Terms:
 - 6.2.1. D8 test reports
 - 6.2.2. D11.1 and D11.2 Implementation Completion Reports

7. Post Implementation

- 7.1. The purpose of the post implementation phase is to provide migration support and assistance after each migration for a maximum of eight calendar days following that migration to help address issues that are attributable to the Supplier's migration Services
- 7.2. The supplier shall carry out the post implementation phase consisting of:
 - 7.2.1. Working with the Buyer to assess and triage post migration issues
 - 7.2.2. Provide resolutions to issues identified during this period which can be attributed to Supplier's failures in the migration of the In-Scope Applications.
 - 7.2.3. The phase shall be complete following the submission of the post implementation reports. The migrated In-Scope Application is Accepted once the relevant tests (carried out in accordance with the test plan (D7)) have been

completed with no more than the acceptable number of faults outstanding as shown in the table below unless otherwise agreed in writing by the Parties.

7.2.4. Supplier shall maintain an Incident list for the migration

Incident Classification	Incident Severity Level	Description	Agreed Acceptable Number of Faults for this Classification
1	Critical	A fault that prevents any testing and/or usage of the In-Scope Application	0
2	High	A fault that prevents the testing or usage of a significant part of the In-Scope Application and/or for which no Workaround exists	0
3	Medium	A fault affecting crucial In-Scope Application functions but for which a Workaround is possible and agreed which allows testing and/or usage of the In-Scope Application to continue	5
4	Low	A fault which does not seriously impact functionality and testing and/or usage of the In-Scope Application can continue	10
5	Cosmetic	A fault that causes annoyance or documentation problem with little impact on testing and/or usage of the In-Scope Application	10

For the avoidance of doubt, a fault is an incident raised during relevant testing of a migrated In-Scope Application that is revealed to be a failure of the migrated In-Scope Application to materially function in the same manner as it did prior to its migration that is a direct consequence of the migration work undertaken by Supplier and which is not caused by Buyer or other third party.

7.3. The Deliverable from the post implementation phase will be as defined within Annex 2 to Schedule 1 and summarised below and will be subject to Acceptance in accordance with clauses 2.7 to 2.10 of the Supplier Terms::

7.3.1. D12.1 and D12.2 –post implementation reports

8. Out of Scope

8.1. The Services to be provided by the Supplier are as set out elsewhere in this Schedule 1 and for the avoidance of doubt following activities are not in scope of the Services:

8.1.1. Consolidation and decommissioning of Buyer servers following completion of migration;

8.1.2. Installation of equipment in Target Buyer Data Centre with network access. In the event that the Buyer does not commission the necessary equipment in Target Buyer Data Centre then the Supplier will provide this additional service with no change to the overall Charge set out in this Call-Off Contract subject to the Buyer and Supplier concluding a Variation to this Call Off Contract on or before 12th July 2017 in which the Buyer will commission the Supplier to provide this additional service. There shall be no reduction in the Charges should this additional service

not be required by the Buyer.

8.1.3. Migration of any non-server hardware;

8.1.4. Functional changes, fixes or enhancements of any In-Scope Applications;

8.1.5. Application support for the In-Scope Applications;

8.1.6. Interface changes of any interfacing system to the In-Scope Applications

9. Buyer Responsibilities

9.1. The Buyer shall be responsible for the following:

ID	Buyer responsibility	Buyer action	Due Date
O1	The Buyer will review the project governance plan Deliverable D2	Agree project governance approach during mobilisation	7 th July 2017
O2	The Buyer will provide a project manager and support team to work alongside the Supplier's senior project manager. The Buyer's project manager will represent the Buyer's 'SSBA Exit Programme'. The Buyer's project manager will expedite and escalate any delays or blockages caused by the Buyer and/or its third parties.	Allocate a Buyer Project Manager Respond to escalations through the life of the project and report progress to the project control board	Start Date 18 th December 2017
O3	The Buyer will provide an accurate master asset list outlining the numbers of each type of asset in scope for migration. This list will be categorised to show which assets make up each In-Scope Application. In the event there is material change to this list between 10 th of July and 18 th December then the Buyer shall raise a Variation	Provide accurate master asset list outlining the numbers of each type of asset in scope for migration. This list will be categorised to show which assets make up each In-Scope Applications.	17 th July 2017
O4	NOT USED		
O5	The Buyer will identify Buyer stakeholders for each In-Scope Applications on or before the Start Date The Buyer shall ensure that such stakeholders will: be fully engaged in the project, act as a single point of contact for	Provide named points of contact for each In-Scope Applications area that have agreed to act as single points of contact for their area during the term of the Services. These individuals need to be available early in the project during discovery to allow rapid scoping of requirements and detailed plan development. Ensure availability as necessary for the Duration of	Within 5 Working Days of Start Date As required during

ID	Buyer responsibility	Buyer action	Due Date
	the relevant In-Scope Applications, attend workshops and assure relevant migration activities.	the Services.	the Services
O6	The Buyer will provide all appropriate licenses for migrated software and associated tooling ahead of In-Scope Applications migrations.	Provision of all necessary licences and associated tooling for In-Scope Applications migrated software.	18 th September 2017
O7	The Buyer will provide licenses for and access to the Buyer's migration tooling where appropriate and / or required by the Supplier	The Buyer will provide licenses for and access to the Buyer's migration tooling	18 th September 2017
O8	The Buyer will procure system administrator activities in the Source Buyer Data Centre which the in-Scope Applications will be migrated from based on requirements from the Supplier's Project team or provide the Supplier with the required privileged access.	The Buyer shall procure system administrator activities on the source servers in the Source Buyer Data Centre' based on requirements from the Supplier's Project team or provide the Supplier with the required privileged access.	7 th August 2017
O9	The Buyer will change or will procure changes to Source Buyer Data Centre infrastructure and network configuration to enable the migration approach as necessary and in a timely manner and in-line with the agreed delivery schedule for the programme set out in Deliverable D1 project plan The Supplier shall provide required detail timely manner to the Buyer	The Buyer will change or will procure changes to its Source Data Centre infrastructure and network configuration as necessary and in a timely manner and in-line with the agreed delivery schedule for the programme set out in Deliverable D1 project plan	As required during the Services
O10	The Buyer will ensure that approval to move data from the Buyer Source Data Centres (that the in-Scope Applications will be migrated from) to Buyer Target data Centre is provided to the Supplier in line with the proposed migration schedule.	Buyer will provide critical path/ timeline for approval of data movement during Discovery phase and ensure that the necessary approvals to move data are provided within those timescales. Buyer to provide all necessary approvals to move data.	17 th July 2017 As required during the Services
O11	NOT USED		

ID	Buyer responsibility	Buyer action	Due Date
O12	NOT USED		
O13	The Buyer will arrange for the 'IT Health Check' to take place	The Buyer will complete the 'IT Health Check' and will carry out any remediation activities required as a consequence of the 'IT health Check' findings that are not associated with the migration or that existed before the migration	30 th October 2017
O14	Not Used		
O15	The Buyer will provide available migration dates that are aligned to Annex 1 to Schedule 1. The Buyer will allow the migration of development and test environments to be undertaken in periods including but not limited to 0700hrs Monday and 2359hrs Friday without requiring a 'live service outage'.	The Buyer to provide migration dates and times in line with the project plan set out at Annex 1 to Schedule 1.	28 th August 2017
O16	The Buyer will provide a known issues list for the In-Scope Applications.	The Buyer will provide a known issues list for the In-Scope Applications.	17 th July 2017
O17	NOT USED		
O18	The Buyer will provide a recent copy of the Buyer's 'Active Directory' and DNS for the In-Scope Applications.	The Buyer will provide an up to date and accurate copy of the Buyer's 'Active Directory' and DNS as necessary for In-Scope Applications with the correct enabled permissions.	18 th September 2017
O19	The Buyer will ensure that Buyer application support resources are in place for migrated In-Scope Applications.	The Buyer will ensure that Buyer application support resources are in place for migrated In-Scope Applications.	30 th October 2017
O20	The Buyer will ensure that there is sufficient capacity within Target Buyer Data Centre to host the In-Scope Applications and provide the Supplier with the in scope hosting platform High Level Design	The Buyer to ensure that there is sufficient capacity within Target Buyer Data Centre to host the In-Scope Applications and provides the Supplier with access to a draft of the platform High Level Design	As required by the Services
O21	The Buyer will ensure the availability of Buyer and any Buyer third party resources in line with the plan for test execution	The Buyer to confirm Buyer and Buyer third party resource availability for testing in line with the	4 th September 2017

ID	Buyer responsibility	Buyer action	Due Date
	activities.	agreed test strategy and agreed test plans	
O22	The Buyer will manage the Buyers obligations outlined within the Acceptance process in accordance with clauses 2.7 to 2.10 of the Supplier Terms	The Buyer will agree lead times during Discovery to enable the detailed project plan to reflect essential governance.	24 th July 2017
O23	The Buyer will undertake the identified actions as part of the on boarding process	The Buyer will provide laptops, e mail and site access in line with the resource profile detailed in annex 5 REDACTED IN FULL , The Buyer will provide three hot desks.	30 th June to 4 th September 2017
O24	The Buyer will restrict the requirement for SC clearance to Supplier personnel that need privileged access to Buyer environments	For Supplier personal that have SC clearance the Buyer will grant appropriate access to Buyer environments For Supplier personal that have BPSS clearance the Buyer will provide standard Buyer user accounts with Buyer email and access to relevant Buyer project information	7 th July 2017
O25	NOT USED		
O26	NOT USED		
O27	The Buyer will enable the Supplier to do an early test of the Target Buyer Data Centre 'staging server' solution and, if this is unsuccessful, the Buyer will provide a staging server in the Buyer data centres which the in-Scope Applications will be migrated from	The Buyer will facilitate the testing of the staging server solution and if required provision the staging server in the Buyer data centres which the in-Scope Applications will be migrated from.	As required during the Services
O28	The Buyer will host and arrange for the attendance of relevant Buyer and Buyer third party Staff at the joint project launch event.	The Buyer will host and arrange for the attendance of relevant Buyer and Buyer third party Staff at the joint project launch event.	30 th June 2017
O29	In the event of an In-Scope Application migration event (or any repeated In-Scope Application migration event) not successfully completing over the first agreed weekend the Buyer shall arrange for that failed In-Scope Application migration event to be completed within the migration window	Buyer will arrange for contingency period(s) within the migration window as part of implementation management planning	As required during the Services

ID	Buyer responsibility	Buyer action	Due Date
O30	The Buyer shall be responsible for back up of all Buyer and other data contained within the In-Scope Applications in the Buyer data centres (that the in-Scope Applications will be migrated from) , such as environments and servers. For the avoidance of doubt such backups must be in place for the In-Scope application prior to and following the migration of such applications	The Buyer shall be responsible for back up of all Buyer and other data contained within the In-Scope Applications and any related infrastructure, such as environments and servers. For the avoidance of doubt such backups must be in place for the In-Scope application prior to and following the migration of such applications	As required during the Services
O31	The Buyer is responsible for providing the necessary capacity for the migration server in Target Buyer Data Centre	Buyer to make the necessary capacity for the migration server available for the Supplier's use in accordance with the specification provided by the Supplier	As required during the Services
O32	The Buyer will approve the use of the Suppliers migration approach for use in their environment.	The Buyer will approve the use of migration approach when it is documented in Deliverable D4 High Level Design	As required during services

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract.

Details of the Milestone and their associated charges and delay payments are set out at within Annex 3 to Schedule 1

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date 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, as long as 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

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<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

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)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.62 (Data protection and disclosure)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- 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:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- 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 Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 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

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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:
- be appropriately experienced, qualified and trained to supply the Services
 - apply all due skill, care and diligence in faithfully performing those duties
 - obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - respond to any enquiries about the Services as soon as reasonably possible
 - 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 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:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - have raised all due diligence questions before signing the Call-Off Contract
 - 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

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- 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 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:
- 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
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

- 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
- 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:

- a broker's verification of insurance
- receipts for the insurance premium
- 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:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- 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:

- premiums, which it will pay promptly
- 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 Act (DPA) or under incorporated Framework Agreement clauses 8.83 to 8.91. 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:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - 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:
- modify the relevant part of the Services without reducing its functionality or performance
 - 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
 - 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:
- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 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:
- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 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
 - 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:
- providing the Buyer with full details of the complaint or request
 - complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

- 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

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

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

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

13.3 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 policy and all Buyer requirements in the Order Form.

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

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

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpm.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpm.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- 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, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

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

13.7 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.

13.8 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.

13.9 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 available 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 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:
- 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
 - 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 CCS of any breach of security of CCS'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 CCS and Buyer 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, available at <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:

- an executed Guarantee in the form at Schedule 5
- 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 the notice to the Supplier 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:

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

- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- any fraud

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

- 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
- an Insolvency Event of the other Party happens
- 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:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - 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); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
 - 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:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
 - 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
 - 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
 - work with the Buyer on any ongoing work
 - 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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an 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:
- 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
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - 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:
- 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
 - 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
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer Data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - 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:
- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 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:
- Property: for all defaults 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
 - Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
 - Other defaults: for all other defaults, 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:

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- 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:
- the activities they perform
 - age
 - start date
 - place of work

- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- 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:

- its failure to comply with the provisions of this clause
- 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 in the form set out in Schedule 3.

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

- work proactively and in good faith with each of the Buyer's contractors
- 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.

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 4 - Alternative clauses

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 5 - Guarantee

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the

	Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or <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>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly

	and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Protection Legislation or DPA	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <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>
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:

	<ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <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>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty,

	misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud

	<ul style="list-style-type: none"> ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.