



Crown
Commercial
Service

G-Cloud 9 Call-Off Contract DATTGCO-36

Provision of IaaS to the Cabinet Office

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:	551917152803101
Call-Off Contract reference:	DATTGCO-32 CCS Ref: 00271208
Call-Off Contract title:	Cabinet Office - IaaS Services
Call-Off Contract description:	Provision of an IaaS Service - Managed Secure Private Cloud
Start date:	01 April 18
Expiry date:	31 March 19 with an option to extend for 2 x 6 month option periods
Call-Off Contract value:	£621,476.40 per annum
Charging method:	BACS
Purchase order number:	TBA

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.

From: the Buyer	Cabinet Office 1 Horse Guards Road London SW1A 2HQ
To: the Supplier	Datapipe Europe Ltd 22 Commercial Street London E1 6LP Company number 04836315

Together: the 'Parties'

Principle contact details

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

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 st April 18 and is valid for 12 months with the option to extend (detailed under extension period).
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 30 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 6 months each, by giving the Supplier 1 month's 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 1 - Cloud hosting
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section and outlined below:

Managed Secure Private Cloud (Multi Tenant) - Service ID 551917152803101

Infrastructure as a service

Supplier to provide a test and a production environment with a mixed service wrap. The services set out within this Call-off Agreement (COA) shall be provisioned to the Customer following receipt by the Supplier of a signed Order Form from the Customer and countersignature by the Supplier.

The Following Software Licensing will be provided and is included within the charges shown below for the provision of **REDACTED**.

The following management services will be provided by the Supplier in respect of the Services:

Service Descriptions

PART 1: Test and Development Environment (Bronze Service Level)

1. Essentials Public Compute Block (AD-EPCCB)

1.1 Service Description

- i. Provision of a **REDACTED** on a **REDACTED** platform.
- ii. The Essentials Public Cloud Compute Block will be specified in terms of the following elements:
 - (a) vCPU;
 - (b) Memory (per GB);
 - (c) Storage (per GB);
 - (d) Network CIDR
- iii. The Customer will be provided with **REDACTED**.

REDACTED

REDACTED

REDACTED

1.2 Charging Mechanism

	i. Essentials Public Compute Block (AD-EPCCB) is charged per vCPU, GB RAM, GB storage and CIDR 1.3 Firewall Management (AD-FWM) REDACTED REDACTED REDACTED 1.4 Anti-Virus Management (AD-AVM) REDACTED REDACTED 1.5 Platform Management (AD-PM) REDACTED REDACTED REDACTED PART 2: PRODUCTION ENVIRONMENT (Gold, Silver and Platinum Tier Service Levels) 1.1 Virtual Server Provision (AD-VSP) i. Provision of managed computing resource within the Supplier Data Centre comprising: (a) vCPU; (b) Memory; and (c) System Disk REDACTED REDACTED REDACTED 1.2 Shared Storage (AD-SS) (Note: only applicable to the Silver Tier service level) REDACTED REDACTED REDACTED REDACTED REDACTED
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	"Colocation Space" means the location(s) within the Colocation Area where Customer is permitted to co-locate Hardware pursuant to this Call-off Agreement; REDACTED
Additional services:	N/A
Location:	The Services will be delivered to: The Test and Development Environment will be delivered from the Supplier Data Centre at REDACTED The Production Environment will be delivered from the Supplier Data Centre at REDACTED
Quality standards:	The quality standards required for this Call-Off Contract are ISO27001. The Supplier shall maintain compliance with ISO270001 and will include Cyber Essentials 2

Technical standards:	The technical standards required for this Call-Off Contract are ISO27001. The Supplier shall maintain compliance with ISO27001.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are The service level and availability criteria required for this Call-Off Contract are outlined in "Performance of the service and deliverables" under "Additional buyer terms" (D) Service Level Agreement 1.1 Introduction i. This SLA sets out the Service Levels and key performance indicators ("KPIs") which must be met by Supplier in performing the Services in accordance with agreed procedures, and the Service Credits applicable if Supplier fails to provide the Services to meet the relevant Service Levels ("Service Failure"). 1.2 Service Levels and KPIs i. Appendices 1 and 2 to this SLA set out the Service Levels and KPIs which the Parties have agreed to measure in respect of Supplier's performance of the Services. ii. Supplier shall monitor its performance in delivering the Services against the Service Levels and KPIs, and shall send the Customer a written report detailing the level of service which was achieved in accordance with paragraph 14.4 (Service Uptime) below. iii. The principle underlying the Service Levels and Key Performance Indicators is that they provide a mechanism for Customer to measure the quality of service received from Supplier and to incentivise Supplier to maintain that quality of service. The intention of the Service Levels and Key Performance Indicators is not to penalise Supplier for incidents that are outside of Supplier's control or those can cannot reasonably be planned for or prevented. The Parties agree that this principle shall take precedence in the interpretation of the Service Levels and Key Performance Indicators. 1.3 Service Review and Failures i. The Parties shall conduct service reviews in respect

	of the performance of the Services by Supplier under this Call-Off Agreement (each a “Service Review”). The frequency and extent of Service Reviews shall be agreed by the Parties and shall be in proportion to the scope of Services provided. Service Reviews will consist of either telephone conference or site visits at the agreement of both Parties. ii. Supplier shall report on any Service Failures at the next Service Review. iii. In the event of a High Severity incident (as defined herein) an interim incident summary will be provided within three Business Days of resolution. iv. The Parties shall use the Service Review as an opportunity to discuss the root cause of the relevant Service Failures (if any) and actions Supplier will take to achieve the relevant Service Levels and/or KPI in the future. 1.4 Service Uptime i. Unless otherwise stated within paragraph 14.10, Services will be up 00:00 to 24:00 Monday to Sunday, including statutory holidays, with the exception of scheduled and emergency maintenance. ii. All scheduled maintenance (“Permitted Downtime”) in line with associated Services shall be completed outside of 08:00-00:00 (“Core Business Hours”). Advance notification of such work shall be provided to Customer by Supplier at least 10 Business Days in advance. iii. Wherever possible emergency maintenance (defined as urgent unscheduled maintenance necessary to avoid an imminent threat to the data centre or Customer’s assets.) will be completed outside of Core Business Hours. Advance notification of such work shall be provided to Customer by Supplier prior to commencing in line with agreed escalation procedures. iv. To the extent that the Service Levels set out in Paragraph 14.9 of this SLA relate to uptime of particular Services managed by Supplier (“Service Uptime”), such Service Uptime shall be calculated in accordance with the following formula and rounded to two (2) decimal places, to determine the uptime of
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that infrastructure during the relevant month ("**Relevant Period**").

$$\text{Service Uptime \%} = \frac{(MP - SD) \times 100}{MP}$$

where :

MP = total number of minutes within the Relevant Period

SD = total number of minutes in the Relevant Period when the relevant Service(s) is not operating, including such resolution time as is required to return the affected infrastructure to operational service or escalate to Customer in line with agreed procedures as detailed in Paragraph 14.10 ("**Service Downtime**")

provided that the following events shall be excluded from any assessment of Service Downtime:

- (a) Service Downtime post escalation to Customer (including any Customer contracted 3rd party resolver group) following the correct execution of relevant agreed procedures and use of technical initiative;
- (b) Service Downtime notified to the Customer in advance to carry out scheduled maintenance ("**Permitted Downtime**");
- (c) Service Downtime resulting from emergency maintenance, in each case where Supplier has taken steps to mitigate impact of downtime on the Customer;
- (d) Service Downtime due to the action or inaction of Customer or any of their respective contractors or agents (except Supplier);
- (e) Service Downtime due to failure of Customer Hardware or Software that is not managed by Supplier;
- (f) Service Downtime due to interoperability issues between Customer applications and the systems managed by Supplier;
- (g) Service Downtime due to failure of third party services including software and firmware which is provided explicitly as part of these services listed at 1.3.2.2 Software Licensing and firmware

used in the provision of the Services under this Call-Off Agreement, except where such faults could have been avoided through prior application of latest patch updates by Supplier in accordance with good industry practice. In such instances Adapt shall still be required to respond and remedy the fault in accordance with the Key Performance Indicators shown in clause 1.10 of this Call Off Agreement and service credits shall be payable in the event Adapt fails to meet the Key Performance Indicators

- (h) Service Downtime due to the physical failure of the Customer's Hardware or Software post escalation to the relevant third party maintenance provider (except to the extent such failure arises from Supplier's proven failure to comply with its obligations under this Call-Off Agreement).
- (i) Service Downtime arising from hardware or software that is no longer fully supported by the original hardware or software provider or where such provider's support level is reduced from that originally offered at the time of purchase

1.5 Incident Severity

- i. To the extent that Service Levels or KPIs in Paragraph 14.9 and Paragraph 14.10 relate to the management or resolution of an incident, the following severity classifications shall apply:

Priority Classification	Incident Type
Priority 1	Incidents (other than those classified as Priority 2-4) which materially affect a majority of End Users, a critical business function, and/or likely to lead to a material loss of revenue to the Customer
Priority 2	Incidents (other than those classified as high or low) which affect a business function or the ability of an individual /small group of End Users to work effectively, reduction of HA capacity.

	Priority 3	Minor degradation of system performance or Service restored with workaround awaiting permanent fix Single user faults										
	Priority 4	Incidents which have no material impact on End Users. Customer issue with no impact to service. Request for Information.										
	where "End User" means an individual employee, Customer or Customer of a Customer											
	1.6 Change Requests Categorisation											
	i. Change Requests raised with the Service Desk should be categorised according to the following table and will be actioned in accordance with the KPI shown in Paragraph 14.10:											
	<table><tr><th>Priority Classification</th><th>Incident Type</th></tr><tr><td>Emergency</td><td>Emergency changes are changes that need to be urgently performed owing to the existence of a major fault, the presence of a security risk or where failure to urgently undertake the change is likely to result in a loss of service or exposure to significant risk.</td></tr><tr><td>Standard</td><td>Standard changes are defined as pre-agreed activities which have been confirmed as low risk or non-service affecting</td></tr><tr><td>Minor</td><td>A change not causing an outage or impact to performance, and does not require scheduling.</td></tr><tr><td>Complex</td><td>The 'Complex' change category is reserved for any change which carries an identified risk or impact. This category is also reserved for changes which require detailed input from a number of different teams/organisations to execute the change successfully</td></tr></table>	Priority Classification	Incident Type	Emergency	Emergency changes are changes that need to be urgently performed owing to the existence of a major fault, the presence of a security risk or where failure to urgently undertake the change is likely to result in a loss of service or exposure to significant risk.	Standard	Standard changes are defined as pre-agreed activities which have been confirmed as low risk or non-service affecting	Minor	A change not causing an outage or impact to performance, and does not require scheduling.	Complex	The 'Complex' change category is reserved for any change which carries an identified risk or impact. This category is also reserved for changes which require detailed input from a number of different teams/organisations to execute the change successfully	
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Complex	The 'Complex' change category is reserved for any change which carries an identified risk or impact. This category is also reserved for changes which require detailed input from a number of different teams/organisations to execute the change successfully											
	1.7 Performance Monitoring and Review											
	Each month during the Term, Supplier shall provide the Customer Representative with a report containing, as a minimum, the following											

	information in respect of the preceding month: i. the monitoring which has been performed with a summary of any issues identified by such monitoring; ii. for each Service Level and KPI, the actual performance achieved over the month against target and in the previous three (3) months calculated (where possible); iii. a summary of all Service Failures that result in a failure to achieve the Service Levels, including details of any unscheduled downtime; iv. for any High Severity failures, the cause of the fault and any action being taken to reduce the likelihood of recurrence; v. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; vi. Latest, up to date version of the functional design document; and vii. an up to date subcontractor list detailing material subcontractors used in the provision of the Services by the Supplier. 1.8 Service Credits i. Service Credits applicable for each Month will be calculated in the following way: $SC = SCP \times \text{Applicable Charge} / 1000$ where: "Applicable Charge" means the Monthly Recurring Charge for the affected Service as Shown within the Recurring Charges Table within the relevant Order Form; "Month" means each calendar month during the Term; "SC" means Service Credit (subject to the Service Credit Cap); and "SCP" means the Service Credit Points that accrue in the event of a Service Failure and used to calculate the Service Credit due for the Month. ii. The Service Credits accrued in any Month shall not in any event exceed twenty five per cent (25%) of the Total Monthly Service Charges ("Service Credit Cap"). iii. The Service Credit shall always be calculated by reference to the system that initiated the fault.
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	iv. The Customer may, at its option, allocate any Service Credits accrued by Supplier as a credit against any existing or future Time and Materials Charges payable under Schedule 3 (Charges), in lieu of a percentage deduction from the Charges. v. If no further Charges fall due after Service Credits accrue, Supplier shall issue a credit note to the Customer for a sum equal to any such Service Credits then outstanding which shall be repayable by Supplier to the Customer as a debt. vi. Service Credits shall only apply once the relevant Service is fully operational, as determined by Supplier. For the avoidance of doubt, Services in the Managed Services Early Life Support Phase are not considered fully operational. 1.9 Service Levels i. Gold Tier: Active/Active Dual Site Service Level <table border="1" data-bbox="466 958 1511 1989"> <tr> <td data-bbox="466 958 705 1989">Applicability</td><td data-bbox="705 958 1511 1989"> The Active/Active Dual Site Service Level applies to: a) the uptime of the operating system of a virtual server deployed on a platform that is comprised of a stretched HA clustered environment which is hosted in two geographically diverse data centres with synchronously replicated active/active storage; b) the uptime of the operating system of one of a pair of servers hosted in two geographically diverse data centres, where the pair of servers together support a clustered application and where, during normal operation, both servers are active to the operating system layer; or c) the uptime of one of a pair of network devices (e.g. firewalls) hosted in two geographically diverse data centres, where the devices are connected by resilient network links Active/Active Dual Site Service Level platforms are designed such that a failure of a single component, or Data Centre, does not impact the service. </td></tr> </table>	Applicability	The Active/Active Dual Site Service Level applies to: a) the uptime of the operating system of a virtual server deployed on a platform that is comprised of a stretched HA clustered environment which is hosted in two geographically diverse data centres with synchronously replicated active/active storage; b) the uptime of the operating system of one of a pair of servers hosted in two geographically diverse data centres, where the pair of servers together support a clustered application and where, during normal operation, both servers are active to the operating system layer; or c) the uptime of one of a pair of network devices (e.g. firewalls) hosted in two geographically diverse data centres, where the devices are connected by resilient network links Active/Active Dual Site Service Level platforms are designed such that a failure of a single component, or Data Centre, does not impact the service.
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	Service Uptime	Resolution Time	SCP
	< 99.99%	5 – 60 minutes 1 hour – 4 hours 4 hours plus	50 100 150
	ii. Silver Tier: High Availability Service Level ("HASL")		
	Description:	The High Availability Service Level applies to: a) the uptime of the operating system of a virtual server deployed on a single site platform that is resilient (at least N+1) at all layers (compute, network and storage); or b) the uptime of the operating system of one of a pair of physical servers hosted in a single data centre supported by resilient (at least N+1) storage and networking, where the pair of servers together support a clustered application and where, during normal operation, both servers are active to the operating system layer; High Availability Service Level platforms are designed such that failure of one component does not require hardware replacement to maintain the Service. Where solutions consist of two (or more) geographically diverse High Availability Service Level platforms, the High Availability Service Level shall apply to the uptime of an operating system of a virtual server whichever of the multiple platforms that the server running on. The HASL does not apply to any downtime associated with the invocation of disaster recovery or fail-back, but does apply to the uptime on an operating system, post-invocation whilst operating at the disaster recovery site. Where solutions consist only of one High Availability Service Level platform, the High Availability Service Level shall not apply in respect of events that would result in disaster recovery invocation for an equivalent, but dual site, solution.	

		Service Uptime	Resolution Time	SCP	
		< 99.9%	45 minutes – 4 hours 4 hours – 6 hours 6 hours plus	50 100 150	
	iii. Bronze Tier (“Bronze”)				
	Applicability	Service Level 1 applies to: a) the uptime of the hypervisor of N hypervisor hosts of an N+1 hypervisor cluster; or b) the uptime of the operating system of a virtual server deployed in a single data centre in an HA Clustered platform with no single point of failure, provided that virtual server is managed to operating system level by Supplier (AD-OSM) Infrastructure Essentials Private Cloud Service Level platforms are designed such that failure of one component does not impact the service.			
		Service Uptime	Resolution Time	SCP	
		< 99.9%	45 minutes – 4 hours 4 hours – 6 hours 6 hours plus	50 100 150	
	iv. Colocation Services - Data Centre Hosting Service Level (“DCHSL”)				

	Applicability	The Data Centre Hosting Service Level applies to the uptime / maintenance of: a) Power delivered to equipment connected to both 'A' and 'B' power supplies b) The relative humidity of the Colocation Area in the range of 50% ± 20% c) The temperature of the Colocation Area below 29 degrees Celsius		
	Service Uptime	Resolution Time	SCP	
	<99.95%	20 minutes to 2 hours	50	
		2 hours to 6 hours	100	
	6 hours plus	150		
1.10 Key Performance Indicators				
	Service	KPI Metric	KPI	KPI Achievement Target
	Service Desk	Availability KPI: availability of Incident and Problem Management Services.	Incident Management Service Availability: 24 hours a day, 7 days a week	100%
			Problem Management Service Availability: 08.00 - 19.00	100%

		Responsiveness KPI: Time taken to respond to the initiator in respect of calls made to Supplier's Service Desk or notifications from automated monitoring, based upon the severity classification. Fix or workaround KPI: Time taken to fix or implement a workaround for the incident measured from the time when Supplier first became aware of the incident until the fix or workaround is implemented.	Priority 1 Response within 15 minutes Target fix within 4 hours Priority 2 Response within 1 hour Target fix within 12 hours Priority 3 Response within 4 hours Target fix within 5 Business Days Priority 4 Response within 1 Business Day Target fix within 20 Business Days	90% of calls responded to within KPI measured over each 3 month period during the Term.	
	Change Request Management	Service Hours Availability KPI: Availability of the Change Request Management Services.	Monday to Friday 0900 to 1700 excluding Bank Holidays, except emergency changes which are 24x7x365.	N/A	

		Responsiveness KPI: Time taken to respond to change requests, measured from the time when Supplier first became aware of the request until the change request initiator receives an initial response.	Emergency Changes: Evaluation within 2 hours Schedule and execute within 4 hours (by mutual agreement) Standard Changes: Evaluation within 2 Business Days Schedule and execute within 5 Business Days (by mutual agreement) Minor Changes Evaluation within 3 Business Days Schedule and execute within 10 Business Days (by mutual agreement) Complex Changes Evaluation within 5 Business Days Schedule and execute within 20 Business Days (by mutual agreement)	85% of calls responded to within KPI measured over each 3 month period during the Term	
	Hardware Maintenance	Third party management / resolution	In line with associated maintenance agreement for the Hardware	N/A	

	Data Restoration	Responsiveness KPI: Time taken to respond to backup restore requests, measured from the time when Supplier first became aware of the request until the change request initiator receives an initial response. Commencement time KPI: Time taken to initiate the restoration from backup, measured from the time when Supplier first became aware of the request until the restoration is commenced.	Response to request for System or Application Restore (meeting Priority 1 Incident criteria): within 1 hour Commencement of System or Application Restore (meeting Priority 1 Incident criteria): within 2 hours from response Response to request for File Restore: next working day Commencement of File Restore: within 2 working days from response	N/A
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	Disaster Recovery Invocation	Recovery Point Objective: The time from the last successful transfer of data from the production site to the DR site prior to a DR event to the time of that DR event. Recovery Time Objective: The time from the decision between the Parties to invoke fail-over to the disaster recovery site and the time that the operating systems of all servers that are planned to be running post-invocation are active.	Recovery Point Objective: to be agreed and defined within the Operational Procedure Guide following testing Recovery Time Objective: to be agreed and defined within the Operational Procedure Guide following testing The Parties acknowledge that the Recovery Point Objective is dependent on the available bandwidth and latency of the inter datacentre connectivity. The Parties acknowledge that meeting the Recovery Time Objective will rely on the close cooperation of Supplier and the Customer, and potentially third parties that are involved in application delivery.	N/A	
	Provisioning of a VM	Time taken to provision an agreed standard template VM following receipt of change request. Quantity of VMs within a single change request not to exceed 5.	2 working days	90% of requests responded to within KPI measured over each 3 month period during the Term	
●					
Onboarding:	The onboarding plan for this Call-Off Contract is				

4.1 Definitions

For the Services listed in this Order Form, the following additional definitions shall apply:

"Acceptance into Service 1 (AIS1)" means the date on which all the Services within a Tranche have been made available to Customer, having been built, configured and tested as live by Supplier, and within 5 working days accepted by the customer as having passed the standard operational acceptance criteria;

"Acceptance into Service 2 (AIS2)" means the date on which Customer has completed migrations and application installs etc. and Supplier has accepted the Tranche of Services into Early Life Support;

"Acceptance into Service 3 (AIS3)" means the date on which the 4 week Early Life Support Phase is complete, (if determined by Supplier at the outset of the Early Life Support Phase);

"Supplier Build phase" means the phase of implementation of a Tranche of Services during which Supplier will build, configure and test the Services within that Tranche;

"Customer Migration and Implementation Phase" means the phase of implementation of a Tranche of Services during which Customer will migrate and install applications;

"Early Life Support Phase" means the phase post AIS2 where a Tranche of Services has been accepted into operational support whilst retaining access to the project resources and skills as and when required;

"Operational Phase" means the phase after AIS3 lasting until the end of the Term, during which a Tranche of Services will be provided under the relevant Service Levels (and is the point from which Service Credits apply);

"Service Commencement Date" means the date on which AIS1 is achieved in respect of the Services or a Tranche of Services and therefore billing commences in respect of those Services in accordance with the provisions of this section.

4.2 Implementation and billing commencement

i. The Services listed in the Order Form may not be implemented simultaneously but instead in groups (each group being a "Tranche"), and therefore it is likely that there will be multiple Service Commencement Dates for the Services listed in the Order Form.

ii. For each Tranche of Services, Supplier shall undertake the Supplier Build Phase and make this Service available to Customer at AIS1, which shall be the

	Service Commencement Date for that Tranche of Services. Thereafter the Customer shall undertake the Customer Migration and Implementation Phase for each Tranche of Services, which shall conclude at AIS2. After AIS2, the Tranche of Services shall enter the Early Life Support Phase, which shall conclude with AIS3, after which the Operational Phase shall commence. iii. Any Non-Recurring Charges relating to the supply of Hardware or Software shall be invoiced upon delivery to the Customer and acceptance by the Customer following successful completion of testing agreed with the Supplier. Non-Recurring Charges relating to Professional Services shall be pre-agreed with the Customer and invoiced upon completion of the milestones set out in the relevant Order Form and acceptance by the Customer or in the absence of any milestones being agreed within the Order Form upon completion of AIS1. iv. Recurring Charges shall be invoiced from the Service Commencement Date. Where implementation is split into multiple Tranches, the Recurring Charges invoiced from each Tranche's Service Commencement Date shall be the Recurring Charges directly related to that Tranche of Services or, where applicable, an apportionment of the Recurring Charges. 4.3 Documentation to be produced and regularly kept up to date after the Commencement Date: i. Supplier shall develop a Project Initiation Document for agreement by the Customer within 10 Working Days of the commencement date. ii. Supplier shall develop an implementation plan within 15 Working Days of the Commencement Date, to be agreed by the Customer and which will detail how the Services will be implemented, the lead times and the key milestones to be met by the Supplier and the Customer in achieving such implementation. iii. Supplier shall produce an operational manual which shall set out a detailed description of the technical solution implemented and to be supported by Supplier. Operational manual shall also provide a detailed description of the standard processes connected to the Services, such as incident, change and service requests, along with key points of contact, escalation, and communication channels. iv. Supplier shall produce a draft test plan which will detail the activities to be undertaken, and acceptance criteria that are to be met, in order to determine that the relevant Service is functioning properly. v. Supplier shall produce a functional design document which will detail: (a) Design summary
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	(b) Design specification (c) Scope of services (d) Data centre location(s) (e) Hardware configuration information
Offboarding:	The offboarding plan for this Call-Off Contract is: An exit plan will be agreed within 3 months of contract commencement.
Limit on Parties' liability:	• The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed 125% of the Charges payable by the Buyer to the Supplier. • The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Agreement Period. • The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000 or one hundred and twenty five per cent (125%) per cent of the Charges payable by the Buyer to the Supplier during the Call-Off Agreement Period.
Insurance:	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or such higher limit the Buyer may reasonably require (and as required by Law) from time to time • employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time.
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 120 consecutive days.
Audit:	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.

	Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.
Buyer's responsibilities:	The Buyer is responsible for adhering to the Framework Agreements supplier terms
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes: N/A.

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners N/A.
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is BACS
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to: REDACTED
Invoice information required – for example purchase order, project reference:	All invoices must include purchase order numbers and the call-off reference.
Invoice frequency:	Invoice will be sent to the Buyer monthly in advance
Call-Off Contract value:	The total value of this Call-Off Contract is £621,476.40
Call-Off Contract charges:	The breakdown of the Charges is: See Schedule 2.

Additional buyer terms

Performance of the service and deliverables:	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: Not applicable as services are currently delivered / already set up.
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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:		
Title:		
Signature:	<u>X</u>	<u>X</u>
Date:		

Schedule 1 - Services

See "*G-Cloud services required*" section of the order form.

Schedule 2 - Call-Off Contract charges

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

Summary Pricing

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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 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 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

- 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.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.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.

33. Data Protection Legislation (GDPR)

- 33.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).
- 33.2 The Supplier will provide all reasonable assistance to the Buyer to prepare any Data Protection Impact Assessment before commencing any processing (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.
- 33.3 The Supplier must have in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 33.4 The Supplier will ensure that the Supplier Personnel only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with

access to Personal Data, including by ensuring they:

- i) are aware of and comply with the Supplier's obligations under this Clause;
- ii) are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor
- iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
- iv) are given training in the use, protection and handling of Personal Data.

33.5 The Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and

- i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;
- ii) the Data Subject has enforceable rights and effective legal remedies;
- iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
- iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data.

33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.

33.7 The Supplier will notify the Buyer immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Buyer.

33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- i) the Buyer determines that the processing is not occasional;
- ii) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- iii) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

33.9 Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Supplier must obtain the prior written consent of the Buyer, and shall remain fully liable for the acts and omissions

of any Subprocessor.

33.10 The Buyer may amend this Call-Off Contract on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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	For each Party, IPRs: ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: ● information about business, affairs, developments, trade secrets,

	know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
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	Data Protection Legislation means: i) all applicable Law about the processing of personal data and privacy; and ii) 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the LED and any applicable national implementing Laws as amended from time to time including the DPA 2018 (subject to Royal Assent).
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	Default is any: ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is

	liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable	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: ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event:

	● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement 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.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
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: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).

IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any 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: ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier)

	specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
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.

Schedule 7 - Processing, Personal Data and Data Subjects

REDACTED