



Crown Commercial Service

G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

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Part A - Order Form

Digital Marketplace service ID number:	854551483164419
Call-Off Contract reference:	ecm_6332
Call-Off Contract title:	MuleSoft Anypoint Platform Subscription
Call-Off Contract description:	MuleSoft Anypoint Platform Subscription and Professional Services.
Start date:	28th January 2019
Expiry date:	27 th January 2021 unless terminated earlier in accordance with this agreement.
Call-Off Contract value:	£4,998,651.70 GBP
Charging method:	BACS (annually in advance, except where specified otherwise under this Call-off Contract).
Purchase order number:	TBC

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

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

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

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

From: the Buyer	[Redacted] [Redacted] Buyer's main address: Department for Work and Pensions Commercial Directorate Digital Yellow Zone Second Floor East Wing Peel Park Brunel Way Blackpool FY4 5ES
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To: the Supplier	MuleSoft LLC (415) 243-2133 Supplier's address: 50 Fremont Street, Suite 300, San Francisco, CA 94105, United States Company number: (IRS) 20-5158650
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Integration Product Delivery Unit Lead Name: [Redacted] Email: [Redacted] Phone: [Redacted]
For the Supplier:	Title: Strategic Account Executive Name: [Redacted] Email: [Redacted] Phone: [Redacted]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 28th January 2019 and is valid for twenty-four (24) months unless terminated earlier in accordance with this agreement.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for up to two period(s) of twelve (12) months each, by giving the Supplier four (4) weeks 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 2 - Cloud software
Location:	The Services will be delivered to: Benton Park View Newcastle Newcastle Upon Tyne NE98 1YX United Kingdom Or as otherwise set out in a Statement of Work for the delivery of Professional Services (Cloud Support or “Professional Services”); Catalyst Launch and Catalyst Scale
Quality standards:	The quality standards required for this Call-Off Contract are: Not Applicable. This Call-Off contract is for a standard product, therefore not subject to customer specific quality standards.
Technical standards:	The technical standards required for this Call-Off Contract are set out in the supplier’s service definition document.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as set out in the Supplier Terms and Conditions.
Onboarding:	The onboarding plan for this Call-Off Contract is delivery of licence keys to enable the enterprise features of the Anypoint Platform and onboarding of the chosen support tier from the Buyer organisation. The onboarding plan for this Call-Off Contract also includes a welcome pack and an onboarding guide provided by the MuleSoft customer success organisation.
Offboarding:	The offboarding plan for this Call-Off Contract is as follows: When the subscription period ends (if it is not renewed), the licence keys will expire and the Buyer will no longer have access to the enterprise features and entitlements in the specified Anypoint Platform or Support.
Collaboration agreement:	Collaboration Agreement is not required under this Call-Off Contract.

<p>Limit on Parties' liability:</p>	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the call-off contract charges paid, due or which would have been payable under this Call-Off Contract in the 12 months immediately preceding the event giving rise to the liability.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier in the 12 months immediately preceding the event giving rise to the liability.</p> <p>The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier in the 12 months immediately preceding the event giving rise to the liability.</p>
<p>Insurance:</p>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim (and as required by Law) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
<p>Force majeure:</p>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.</p>
<p>Audit:</p>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>7.3 7.5 7.6 (excluding subcontractors costs) 7.7 7.8 7.12</p>

Buyer's responsibilities:	The Buyer is responsible for the obligations as defined in MuleSoft Anypoint Service Definition document and MuleSoft Terms and Conditions.
Buyer's equipment:	DWP may provide access to DWP email for a small number of people via a thick client on a DWP site to enable us to share information easily.

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners: Amazon Web Services for the MuleSoft Cloud Offerings.</p> <p>For the performance of Professional Services, Supplier may use one of the following Supplier Partners in a subcontract arrangement:</p> <ul style="list-style-type: none"> - Wishworks - Ricston - IntegralZone - PwC - Deloitte - Capgemini - AimHire - MindTree - Or as otherwise advised by Supplier to Buyer ahead of any performance of the Professional Services. <p>Supplier will notify Buyer which subcontractor(s) have been selected ahead of any performance of the Professional Services. For the sake of clarity, Supplier will be responsible for the performance of Professional Services by its personnel (including subcontractors) and their compliance with Suppliers relevant obligations under this Call-Off Contract.</p>
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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 annual in advance for Subscriptions and Training Services and monthly in arrears for Professional Services.
Invoice details:	The Supplier will issue electronic invoices annually in advance for Subscriptions and Training Services and monthly in arrears for

	Professional Services. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.															
Who and where to send invoices to:	<p>Electronic Invoices (attached to E-Mails) should be sent to APinvoices-DWP-U@sscl.gse.gov.uk.</p> <p>Paper invoices should be sent to;</p> <p>SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ</p> <p>A copy should also be emailed to the Principle Contact [Redacted]</p> <p>[Redacted]</p>															
Invoice information required – for example purchase order, project reference:	<p>All invoices must include:</p> <ul style="list-style-type: none"> - Purchase order number. - All files/invoices must be in PDF format - One PDF per invoice – all supporting documentation must be included within the single PDF. - Suppliers should not attach additional/separate supporting documentation as a separate file - Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above) 															
Invoice frequency:	Invoice will be sent to the Buyer annually in advance for Subscriptions and Training Services and monthly in arrears for Professional Services															
Call-Off Contract value:	<p>The total value of this Call-Off Contract is £4,998,651.70. This includes the Subscription cost for year one at £2,152,073.71 and Subscription year two cost at £2,152,073.71. Training Services FTC's will be payable annually in advance at £51,148.80 GBP. Professional Services total cost at £643,355.48 payable in arrears. Payment obligations are non-cancellable and Charges paid are non-refundable.</p>															
Call-Off Contract charges:	<p>The breakdown of the Charges:</p> <table border="1"> <thead> <tr> <th colspan="3"><u>DWP Call-Off Contract Services</u></th> </tr> <tr> <th><u>Cloud Software</u></th> <th><u>Quantity</u></th> <th><u>Price (Excluding VAT)</u></th> </tr> </thead> <tbody> <tr> <td>Anypoint Platform (28th January 2019 – 27th January 2021) 24 month Subscription Term</td> <td></td> <td>£4,304,147.41 GBP</td> </tr> <tr> <td>Anypoint Platform Base Subscription</td> <td>1</td> <td></td> </tr> <tr> <td>Production Core</td> <td>2</td> <td></td> </tr> </tbody> </table>	<u>DWP Call-Off Contract Services</u>			<u>Cloud Software</u>	<u>Quantity</u>	<u>Price (Excluding VAT)</u>	Anypoint Platform (28 th January 2019 – 27 th January 2021) 24 month Subscription Term		£4,304,147.41 GBP	Anypoint Platform Base Subscription	1		Production Core	2	
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	Pre-Production Core	4	
	Additional Production Core	158	
	Additional Pre-Production Core ELA (Unlimited)	1	
	API Manager and Analytics	1	
	On-Premises Management	1	
	Platinum Subscription	1	
	<u>Cloud Support</u>	<u>Quantity</u>	<u>Price (excluding VAT)</u>
	Catalyst Launch*	1	£264,992.32 GBP
	Flexible Training Credits (FTC's)**	512	£51,148.80 GBP
	Catalyst Scale***	1	£378,363.16 GBP

Additional buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • The Services will be delivered on 28th January 2019. • The Professional Services will be performed as set out in the applicable Statements of Work (SOWs).
Guarantee:	Please see Schedule 5
Warranties, representations:	In addition to the incorporated Framework Agreement clause 4.1, the Supplier provides the standard warranties set out in the Supplier Terms and Conditions.
Supplemental requirements in addition to the Call-Off terms:	<p>None of the Software, Cloud Offerings, Support and Maintenance or Services shall be subject to contractual acceptance, and all of the foregoing shall be deemed accepted upon delivery. For the sake of clarity, such acceptance does not limit Supplier's obligations to make the Cloud Offerings, warranties, Product Support and Maintenance or Services available as agreed in the Supplier Terms and Conditions or the Statements of Work.</p> <p>This Call-Off Contract is only valid if signed by both Buyer and Supplier before or on Monday 28th January 2019.</p>
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the	N/A

Call-Off Contract terms:	
Public Services Network (PSN):	The Public Services Network (PSN) is the Government's secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here: Not Applicable

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.10.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[Redacted]	[Redacted]
Title:	Vice President, Sales and Financial Operations	Head of Technology
Signature:	[Redacted]	[Redacted]
Date:	25.01.2019	28.01.2019

Schedule 1 - Services

The Supplier will provide a twenty four (24) month Subscription to the MuleSoft Anypoint Platform Subscription Plan as per G-Cloud Service Offering, service ID 854551483164419.

For avoidance of doubt the complete Service documents defining “G-Cloud Service Documents (which includes the Supplier Terms and Conditions (“User Licence Agreement”) and relevant Support & Maintenance) are included in this document in Annex 1 and are hereby incorporated.

For the avoidance of doubt, no Project Specific IPR’s shall be created by Supplier or delivered to Buyer under this Call-Off Contract, in accordance with Section 2.2(a) of the Supplier Terms and Conditions.

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:

<u>DWP Call-Off Contract Services</u>		
<u>Cloud Software</u>	<u>Quantity</u>	<u>Price (Excluding VAT)</u>
Anypoint Platform (28 th January 2019 – 27 th January 2021) 24 month Subscription Term		£4,304,147.41 GBP
Anypoint Platform Base Subscription	1	
Production Core	2	
Pre-Production Core	4	
Additional Production Core	158	
Additional Pre-Production Core ELA (Unlimited)	1	
API Manager and Analytics	1	
On-Premises Management	1	
Platinum Subscription	1	
<u>Cloud Support</u>	<u>Quantity</u>	<u>Price (excluding VAT)</u>
Catalyst Launch*	1	£264,992.32 GBP
Flexible Training Credits (FTC's)**	512	£51,148.80 GBP
Catalyst Scale***	1	£378,363.16 GBP

• The Additional Pre-Production Core ELA (Unlimited) purchased under this Call-Off Contract is capped at total of 180 Pre Production Cores, and zero (0) Pre-Production vCores and (0) zero Design vCores. Buyer shall have no option to Flexible Hybrid Deployment.

*Any training listed under this Call-Off Contract not consumed within twelve (12) months of the execution of this Call-Off Contract will expire with no further obligation from MuleSoft.

**Catalyst Launch professional services are further set out in Annex A to this Call-Off Contract

***Catalyst Scale professional services are further set out in Annex B to this Call-Off Contract

Call-Off Contract Charges are exclusive of VAT and any applicable taxes.

Payment obligations are non- cancellable and Call-Off Contract charges paid are non-refundable.

The Subscription Term (and applicable Charges) for the MuleSoft products set forth in the table above shall be from 28th January 2019 to 27th January 2021. The Buyer shall be invoiced on the date this Order Form is executed.

Additional details regarding the Subscriptions are provided in the Anypoint Platform Subscription Plan details, which is accessible at <https://www.mulesoft.com/prod-subscription-plans>, and is subject to changes if and when new versions become available.

The below definitions relate to the MuleSoft products and services being purchased herein:

Definitions:

PRODUCTION: Software or cloud offerings used in a live production environment, being actively used to process data or provide information to end-users, but not being simultaneously used for development or preproduction purposes.

PRE-PRODUCTION: Software or cloud offerings used in any non-Production environment for development, sandbox, quality assurance, testing, or staging purposes.

CORE: May refer to either a physical CPU core, or a "virtual core" (also referred to as a vCPU), which is a logical partition of a physical CPU core. When deploying on Amazon EC2, each EC2 vCPU shall be counted as 1 core, except for t2 instances. For t2 instances, the number of cores in use by an EC2 instance shall be calculated as the total number of CPU minutes available in a 24 hour period, divided by the total number of minutes in a 24 hour period.

VCORE: A unit of compute capacity for processing on CloudHub, which is equal to one virtual core. Up to ten Mule Applications can be deployed for every VCore purchased.

CONNECTOR: A connector provides connectivity to other applications and/or protocols. A connector is any Mule extension that is built as an Anypoint DevKit Connector or any Mule Transport implementation whether it is included within Mule Studio, downloaded from the extensions repository or Anypoint Exchange, custom built, or acquired through other means.

DESIGN: Software or cloud offerings used in Design Centre for development purposes.

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)
- 5.2 to 5.3 (Force majeure)
- 5.6 (Continuing rights)
- 5.7 to 5.9 (Change of control)
- 5.10 (Fraud)
- 5.11 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 7.3
- 7.5
- 7.6 (excluding Subcontractors costs)
- 7.7
- 7.8
- 7.12
- 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)
- 8.66 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 Legislation 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 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

- 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.
- 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 assist the Buyer with the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation 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, details of which shall be provided to the Buyer on request, 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 Staff only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier staff 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

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 Union unless the prior written consent of the Buyer has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.

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 without undue delay 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, and insofar as this is possible, 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 Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier must:

- i. notify the Buyer in writing of the proposed Sub-processor(s) and obtain its written consent;
- ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause 33 such that they apply to the Sub-processor(s); and
- iii. inform the Buyer of any additions to, or replacements of the notified Sub-processors and the Buyer shall either i) provide its written consent or ii) object.

33.10 The Buyer may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 3 - Collaboration agreement

The Collaboration agreement is not required for this contract

Schedule 4 - Alternative clauses

There are no alternative clauses within this contract

Schedule 5 - Guarantee

Guarantee (schedule 5 of the G-Cloud 10 call-off contract)

This deed of guarantee is made on 25.01.2019 between:

- (1) salesforce.com EMEA Limited, a limited liability company having its registered office at Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom ('Guarantor'); in favour of
and
- (2) The Buyer (Department for Work and Pensions) whose offices are Commercial Directorate Digital, Yellow Zone, Second Floor, East Wing, Peel Park, Brunel Way, Blackpool, FY4 5ES ('Beneficiary')

Whereas:

- (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.

Guarantor company	salesforce.com EMEA Limited ' Guarantor '
Guarantor company address	Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

Call-Off Contract	Means the Guaranteed Agreement made between the Buyer and the Supplier on or about the date of this Guarantee with reference number ecm_6332.
Guaranteed Obligations	Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract.
Guarantee	Means the deed of guarantee described in the Order Form (Company Guarantee).

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

EMEA Legal Department, Salesforce.com EMEA Limited, Floor 26 Salesforce Tower, 110 Bishopsgate, London, EC2N 4AY, United Kingdom

emeacontracts@salesforce.com

For the Attention of EMEA Legal Department

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

- delivered by hand, at the time of delivery
- posted, at 10am on the second Working Day after it was put into the post
- sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

Beneficiary's protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor
- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as

often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient.

Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
 - the terms of any agreement or other document to which the Guarantor is a party or which is binding

upon it or any of its assets

- all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

salesforce.com EMEA Limited acting by

Director

Director/Secretary

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.

Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the Data Protection Legislation.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event <small>[SEP]</small>	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing by the Processor under this Call-Off Contract on the protection of Personal Data.

Data Protection Legislation	Data Protection Legislation means: <ul style="list-style-type: none"> i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; iii) all applicable Law about the processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Takes the meaning given in the Data Protection Legislation.
Default	Default is any: <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of 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	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.10 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: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.

Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	A 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.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort

	(including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.

Personal Data	Takes the meaning given in the Data Protection Legislation.
Personal Data Breach	Takes the meaning given in the Data Protection Legislation.
Processing	Takes the meaning given in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it will include both manual and automatic Processing. 'Process' and 'processed' will be interpreted accordingly.
Processor	Takes the meaning given in the Data Protection Legislation.
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part

	thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier 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

MuleSoft will not be directly accessing, storing or handling personal data included in the Buyers Service Data or the Buyers Personal Service Data as part of this Call-Off Contract.

Annex A

STATEMENT OF WORK TITLE (“SOW”):

MuleSoft Assistance for DWP

SOW Reference ID: DWP_Catalyst_Launch_(PCE)_20181128

28th January 2019

Order Form/ Standard Terms

This SOW is attached to the Call-Off Contract executed between MuleSoft and DWP (“DWP” or “Customer”) and is governed by Call-Off Contract (“Agreement”). For the purposes of this SOW, “Software” shall mean the proprietary MuleSoft software that may be deployed on Customer’s premise, and the Agreement provisions that apply to Online Services shall also apply to Software.

Estimated Duration

Project start date: 28th January 2019

Project end date: 30th April 2019

Professional Services

The scope of this Statement of Work (SOW) is to provide MuleSoft Catalyst Launch services to establish the MuleSoft Anypoint Platform, delivery projects, establish a Center for Enablement (C4E), set up internal support, train the Customer resources while helping the Customer achieve their business objectives and goals. This includes the following streams and steps:

- Business Outcomes
 - Agree on impact/value, objective, initiative, use cases and KPI’s
 - Develop a Customer success plan that captures business goals, key stakeholders, KPIs, governance and cadence.
- Technology Delivery:
 - Anypoint Platform:
 - Define and design the Anypoint Platform: Define the Anypoint platform architecture within the Customer environment including Private Cloud Edition (PCE). This includes deployment model for the MuleSoft runtimes and Anypoint Management, physical architecture, environments model, common services frameworks, NFR’s including security, SDLC and CI/CD.
 - Deploy the Anypoint Platform: Deploy (install or configure) the Anypoint Platform and MuleSoft runtimes. Implement common services frameworks, NFR’s including Security, CI/CD pipeline and Dev Ops approach.
 - Measure and track Anypoint Platform milestones and KPIs.
 - Projects:
 - Project prioritisation: Analyse projects and prioritize based on business value, criticality and reuse potential. Define the Project milestones, quick wins.
 - Define reference architecture: Define the solution architecture to support the prioritized projects and use cases. Establish and design the foundational reusable assets (integration patterns, API templates and re-usable assets) that will address requirements within the Customer environment.

- Launch initial projects and quick wins:
 - Conduct iterative development sprints to implement prioritized use cases which includes:
 - Planning (functional and non-functional)
 - Configuration and build (incl. CI/CD)
 - Testing (unit testing including MUnits)
 - Sprint demos, feedback, reviews
 - Provide testing support (SIT, UAT)
 - Deploy, provide post go live support and transition
 - Measure projects: Measure and track project milestones, go live's and KPIs.
- Organisational Enablement:
 - C4E Foundation: Assess the organisation integration capabilities, establish the C4E operating model, build and publish onboarding/on ramp guides/checklists (foundational assets and setup of Exchange 2.0 defined as part of technology delivery) and evangelize the C4E
 - Internal Support Model:
 - Onboard MuleSoft: Onboard Customer on to MuleSoft including onboarding session and establishing support contacts
 - Determine the support operating model: Agree on internal support capability and responsibilities. Align on issue resolution and escalation process: Agree on support roles, training and support KPIs
 - Staff, train and launch support team
 - Publish support guidance and self-serve materials: Develop runbooks, knowledge base, FAQ's for Customer to operate and manage MuleSoft
 - Talent Foundation:
 - Agree on initial roles: Agree on the initial training roles, training paths and training KPIs
 - Train the initial teams: MuleSoft product training to initially ramp up the Customer team on MuleSoft architecture, development, operations and managers
 - Conduct skills assessments: Conduct skills assessments to determine gaps in training and skills
 - Develop broader training plan: Provide recommendations for advanced trainings and certifications. Conduct skills transfer through on the job training, workshops on API led, microservices, design for reuse
 - Launch experiential learning opportunities

Customer will provide a Project Manager who will be the primary interface for the coordination and management of any MuleSoft activities or Partner activities related to the implementation of the platform, the initial Use Case and set-up of the Centre for Enablement (C4E).

The Customer Project Manager will own the overall plan for these activities including the priorities and will co-ordinate all resources including MuleSoft, Partner and Customer.

All Customer resource defined in the SoW will be flexible to suit the needs of the contract in accordance with the project plan agreed between the Parties.

The following are the phases and activities that the MuleSoft resources will assist the Customer in delivering in accordance with the Customer Project Manager:

Phase	Activities	MuleSoft Resource (Estimated Effort)	Customer Resource
Technology Delivery – Project and Platform			
Discovery and planning	<ul style="list-style-type: none"> Define and validate the high level logical and physical architecture. Assist the Customer in identifying and defining the key milestones to achieve an Anypoint Platform MVP including Anypoint Platform KPIs to measure and track Analyse the use cases with the Customer. Assist the Customer and prioritise the sprints for the implementation phase based on criticality, re-use potential. Assist the Customer in identifying and defining the key milestones including project KPIs to measure and track. 	Principal Architect (40 hours) Solution Architect (40 hours) Delivery Manager (20 hours)	Project Manager (full time) Architect/Developer (Architect – full time) SME's (part time – based on activity) IT Operations (part time – based on activity)

Architecture and Design	<p>Partner with Customer on the following activities:</p> <ul style="list-style-type: none"> • Define the MuleSoft + DWP Anypoint platform Architecture. This includes the deployment architecture, physical architecture, security architecture. • Define the environments and deployment model for non-production and production. • Define common services design and frameworks around logging, error handling, monitoring, configuration, authentication, authorization and auditing. • Identify and define the MuleSoft reference architecture (solution architecture) based on the Customer's prioritised initiative while including a flexible design that factors reuse of frameworks, services and APIs. • Identify and define high level integration pattern's and API's (System, Process and Experience API's) using API led approach to support initial project. • Review CI/CD best practices with MuleSoft. Define approach for code migration and continuous integrations and continuous deployment. • Document architecture and design details in an Architecture Blueprint document and review with Customer 	<p>Principal Architect (64 hours) Solution Architect (120 hours) Senior Consultant (40 hours) Delivery Manager (16 hours)</p>	<p>Project Manager (part time) Architect/Developer (Architect – full time, Developer – part time) SME's (part time – based on activity) IT Operations (part time – based on activity)</p>
Implementation (Including installation and configuration)	<p>MuleSoft will assist the Customer using the Customer's business, domain and technical knowledge to deliver on the following in iterative sprints:</p>	<p>Principal Architect (88 hours)</p>	<p>Project Manager (part time) Architect/Developer</p>

	<ul style="list-style-type: none"> • Install and configure MuleSoft Private Cloud Edition (PCE) – <i>Please see detailed activities below.</i> • Configuration of Anypoint Platform – API Manager including API policies, Anypoint Exchange/Portal, business groups • Test and validate Anypoint platform and Mule runtimes. • Develop common services frameworks for logging, error handling, alerting, configuration, authentication, authorization and auditing. • Assist with the implementation and unit testing of Customer use case for the initial project • Assist the Customer with the populating artefacts within the Anypoint Exchange. This includes the system, process, experience, core services APIs and frameworks, guides, documents. • Enable Customer’s resources through development shadowing. • Assist Customer with creation of API Service Governance Standards 	<p>Solution Architect (120 hours)</p> <p>Senior Consultant (280 hours)</p> <p>Senior Consultant – PCE (508 hours)</p> <p>Delivery Manager (64 hours)</p>	<p>(Architect – part time, Developer – full time)</p> <p>SME’s (part time – based on activity)</p> <p>IT Operations (Part time – based on activity)</p>
Deploy and Transition	<ul style="list-style-type: none"> • Assist Customer with deployment activities including CI/CD. • Assist the Customer in the SIT testing cycle. Help resolve any defects identified from the testing cycle for the above use cases. • Assist the Customer in post SandPit go live support. • Enable Customer resources during deployment phase. • Define a transition plan and associated activities. Transition with Customer per transition plan. 	<p>Senior Consultant (120 hours):</p> <ul style="list-style-type: none"> - Deployment , CI (40 hours) - SIT testing support (40 hours) - Post go live support (40 hours) 	<p>Project Manager (part time)</p> <p>Architect/Developer (Architect – part time, Developer – part time)</p> <p>SME’s (part time – based on activity)</p>

		Delivery Manager (12 hours)	IT Operations (Part time – based on activity) Test lead/Test team – full time during testing phase
Organisation Enablement			
C4E Foundation	<ul style="list-style-type: none"> ● Assess Organisational Capabilities. <ul style="list-style-type: none"> ○ Conduct a capability assessment through a series of interviews along the following dimensions <ul style="list-style-type: none"> - Strategy - Organization - Governance - Architecture - Delivery/SDLC - Operations - Community and evangelism ○ Produce a capability assessment readout and assessment. Review current gaps and recommendations with the Customer. ○ Define target state and areas to focus on as part of the C4E foundation. ● Establish C4E Operating model <ul style="list-style-type: none"> ○ Finalise C4E approach/model to build out federated integration capabilities ○ Finalise C4E team, roles and responsibilities and interactions with organization ○ Mentor and coach C4E team on API led connectivity approach, 	Solution Architect (200 hours) Delivery Manager (80 hours)	Project Manager (part time) C4E Lead (part time) C4E Architect (Full time) C4E Dev ops (part time based on C4E phase)

	<p>C4E approach to building reusable assets, templates, MuleSoft best practices.</p> <ul style="list-style-type: none"> ○ Build detailed C4E work plan that includes key milestones and roadmap for a defined scope of activities. Establish reporting cadence. ○ Establish Anypoint Exchange as the central hub for saving, sharing, and discovering common assets. ○ Build asset feedback model. (e.g., who produces assets, who productizes assets for broader consumption, etc.). ○ Define KPIs, establish KPI dashboard, KPI tracking mechanism (Sample KPI's include consumption, developer engagement and productivity). ● Build and publish foundational assets <ul style="list-style-type: none"> ○ Define the enterprise domains to align API's. Build API roadmap. ○ Harvest initial set of reusable assets (e.g., API templates, Integration templates, common services frameworks, Munit framework, CI pipeline etc). ○ Harvest initial set of best practices (e.g., coding & standards guidelines, common API patterns, API security, microservices, API best practices. ○ Jointly develop a customized onboarding/ onramp process to enable 		
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	<p>developers to get started on MuleSoft, discover assets, and consume assets.</p> <ul style="list-style-type: none"> ○ Populate, organise and categorise Anypoint Exchange with C4E foundational. <ul style="list-style-type: none"> ● Evangelise C4E <ul style="list-style-type: none"> ○ Evangelise C4E and concept of re-usable assets to potential teams (e.g., brown bags, think tanks, demos, dev forums, hackathons) to educate them. ○ Onboard and enable project teams to consume the C4E assets. ○ Validate proper use of C4E process and assets. ○ Refine assets based on applying to new uses cases. ○ Harvest new assets. ○ Measure and report on KPIs that were agreed and publish as part of reporting cadence. (Sample KPI's include consumption, developer engagement and productivity). 		
Internal Support	<ul style="list-style-type: none"> ● Assist the Customer in developing run books for operation and maintenance of MuleSoft platform and applications. ● Assist the Customer in establishing knowledge base including FAQs, articles etc. 	<p>Senior Consultant (40 hours) Delivery Manager (4 hours)</p>	<p>Project Manager (part time) IT Operations (Full time)</p>

Talent Foundation	<ul style="list-style-type: none"> • Skills transfer through on the job training. • Conduct skills assessments and provide recommendations for advanced trainings and certifications. 	Engagement Manager (hours NA)	Project Manager (part time) For Skills Assessment: - Architect - Developer - IT Operations
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The services will provide support to the Customer implementing in the following environments:

1. Development
2. SIT
3. UAT
4. Production
5. Disaster Recovery

The following are the detailed activities related to the Private Cloud Edition (PCE) set-up described within the Implementation (Including installation and configuration) section within the table above:

PCE Activities	Task Owner
Pre-install workshops	
Platform Architecture / Features / Scaling	MuleSoft & Customer
Installation Prerequisites (hardware / software / networking / devices) & Planning	MuleSoft & Customer
Environment set-up	
Provision VMs for install	Customer
Import installer	Customer (MS supporting)
Create custom SSL certs	Customer

External IM setup	Customer
Documentation	MuleSoft
Validate infrastructure (ports, networking etc)	MuleSoft & Customer
Platform install	
Install platform (3 Nodes Topology)	MuleSoft (Enabling Customer)
Platform configuration	
Sys admin + root org setup	Customer (MS supporting)
External IM config	Customer (MS supporting)
Environment creation	Customer (MS supporting)
Platform role mapping	Customer (MS supporting)
Mule registration (GW and ESB mode)	Customer (MS supporting)
Cluster creation	Customer (MS supporting)
Documentation	MuleSoft
Log forwarding setup	Customer (MS supporting)
Post-install Activities	
Clean up the installation instances	MuleSoft (Enabling Customer)
Operations team enablement	MuleSoft (Enabling Customer)
Setup Backup / Restore	MuleSoft (Enabling Customer)
Backup / Restore test	Customer (MS supporting)
in DC Failover test	Customer (MS supporting)
Pen test (if required)	Customer

DR activities	
Setup Backup and Restore scripts	Customer (MS supporting)
DR execution	Customer (MS supporting)
Post-install workshops	
Kubernetes Essentials	MuleSoft (Enabling Customer)
Troubleshooting & Maintenance (Migration & Backup)	MuleSoft (Enabling Customer)

Project Roles

MuleSoft Team Project Roles

Roles	Responsibilities
Platform Architect	<ul style="list-style-type: none"> • Lead technical aspects of kick-off and architecture review sessions • Support high level architecture activities • Oversee and review key architecture decisions for the programme • Participate in definition of programme architecture principles • Provide guidance on API and Architecture best practice
Solution Architect	<ul style="list-style-type: none"> • Participate in project kick-off and architecture review sessions • Review requirements, participate in sprint planning and develop prioritized backlog of the services to be implemented • Determine best practices for implementing the services • Implement services per agreed upon sprint schedule • Perform knowledge transfer activities • Define and ensure adherence to architectural best practices and guidelines • At targeted project stages, deliver summary of the engagement and final recommendation • Provide coaching and mentoring to technical staff as required • Support and provide Architectural and design guidance and undertake activities to meet platform challenges in DWP.

	<ul style="list-style-type: none"> • Support the creation of the Reference Architecture including supporting API design patterns to address the non-functional requirements, API lifecycle, re-use considerations and defining templates for reuse. • Provide best practice for DWP to support the creation of the Reference Architecture.
Senior. Consultant	<ul style="list-style-type: none"> • Implement the services, design, build, test and deploy as per the agreed to Sprint schedule • Assist and support the set-up of the platform including Common services. • Works to architecture and design patterns specified by Solution Architect. • Ensures that the developed services and platform adhere to architectural best practices and guidelines Conduct manual testing for implemented solution, and remediate issues • Ensure that the developed services adhere to architectural best practices and guidelines • Implement the AnyPoint Platform and MuleSoft runtimes in the DWP environment (Private Cloud Edition).
Delivery Manager	<ul style="list-style-type: none"> • Assist Customer Project Manager with MuleSoft specific project activities such as: <ul style="list-style-type: none"> o Provide MuleSoft high level project structure o Build and maintain the overall plan o Monitor, track & adjust against target business outcomes o Assist with the assessment of business priorities and challenges o Monitor MuleSoft requirements and timeline o Assist with MuleSoft issues and risks tracking and resolution o Manage MuleSoft consumed hours, budget and status o Co-ordinate the activities with the Customer Project Manager o Provide insight of overall scope, schedule and resources for the Catalyst Launch activities

Customer Team Project Roles

Roles	Responsibilities
Project Manager	<ul style="list-style-type: none"> • Provide overall project direction and guidance. Demonstrate senior management commitment through active participation in the project. • Ensure availability and commitment of Customer contributors. • Serve as escalation point for unresolved issues.

	<ul style="list-style-type: none"> • Managing scope and technical resources. • Assist with the coordination of Customer's SME and IT resources schedules and resolve internal barriers to progress.
C4E Lead	<ul style="list-style-type: none"> • Provide oversight on C4E activities. • Custodian of the C4E operating model. • Ensure availability and commitment of core C4E team • Maintains and executes to C4E work plan • Communicates successes/issues to sponsor and stakeholders including C4E metrics • Organize demos and brown bags to evangelize C4E • Assume responsibility for ongoing maintenance and support of C4E including C4E metrics, asset ownership, C4E team, evangelism.
C4E Platform Architect	<ul style="list-style-type: none"> • Actively participate in platform architecture decisions • Actively participate in reference architecture and design including API patterns, Integrations patterns. • Design reusable assets, templates, frameworks, common services, guides, best practices • Provide ongoing assessments of deployed solutions • Assume responsibility for ongoing maintenance and support of C4E activities related to Architecture and design • Participate in knowledge transfer
C4E Platform Lead	<ul style="list-style-type: none"> • Actively participate in platform architecture decisions • Actively participate in reference architecture and design including API patterns, Integrations patterns. • Responsible for the implementation of the AnyPoint platform • Support the MuleSoft team with the implementation of the AnyPoint Platform.
C4E Dev Ops	<ul style="list-style-type: none"> • Develop, refine and maintain reusable assets, templates, frameworks, common services, guides, best practices • Provide ongoing assessments of deployed solutions • Provide C4E development support for integration projects on an adhoc basis • Maintain Anypoint Exchange • Maintain CI/CD tooling • Assume responsibility for ongoing maintenance and support of C4E development and operations activities • Participate in knowledge transfer
Subject Matter Expert (SME)	<ul style="list-style-type: none"> • Participate in the requirements and planning sessions. • Participate in the User Acceptance Testing and Usability Testing.

IT Operations	<ul style="list-style-type: none"> • Provide network support for configuring. • Provide security requirements. • Participate in architecture discussions/decisions. • Oversee and participate in knowledge transfer. • Provide general support for network and system access as required. • Provides on-going operations support after go-live.
MuleSoft Architect/ Developer	<p>In the event that Customer will continue development of these applications after the engagement, a member of the Customer's technical team with MuleSoft capabilities will perform the following:</p> <ul style="list-style-type: none"> • Design and develop features and functionality. • Define and create test cases. • Conduct manual testing for implemented solution. • Provide ongoing assessments of deployed solutions. • Participate in knowledge transfer. • Assume responsibility for ongoing maintenance and support of MuleSoft delivered flows and integration.
Test Lead	<ul style="list-style-type: none"> • Lead and co-ordinate the testing cycle including planning and execution • Create test cases supporting the functional and non-functional requirements • Execute test cases during the testing phase of the project
Test Team	<ul style="list-style-type: none"> • Create test cases supporting the functional and non-functional requirements • Execute test cases during the functional and non-functional test cycles

Customer Responsibilities

- **Documents:** Provide documents to MuleSoft consultants, (which may include but is not limited to, Security and Architecture diagrams, Design documents, Sequence diagrams and workflows) so MuleSoft has the insight to support the identified tasks in each phase, as per the project plan, providing phased high level architecture, requirements, scope and the project plan.
- **Hardware and Facilities:** If appropriate, provide office space, phones, wi-fi network connectivity and (where needed), computer systems for any on-site personnel.
- **Licenses:** Ensure the internal tooling is available to build and support DWP environments. for development tools as needed to support the development and maintenance efforts.

- **Business Experts:** Provide access to business experts in order to resolve business process and data modelling issues in-line with the agreed project plan.
- **Technical Consultancy:** Provide access to technical resources for supporting contractors in-line with the agreed project plan.

Price and Payment Schedule

The estimated duration and pricing for the Professional Services are set forth below. Professional Services will be completed on a Time & Materials basis. Acceptance of Professional Services is upon delivery. Costs are exclusive of VAT and other similar taxes imposed in connection with the provision of Professional Services provided under this SOW.

Resource	Estimated Duration (Hrs.)	Rate per Hr.(£)	Estimated Cost (£)
Principal Architect	192	199.19	38,244.48
Solution Architect	480	156.51	75,124.80
Senior Consultant	480	128.06	61,468.80
Senior Consultant (PCE)	508	128.06	65,054.48
Delivery Manager	196	128.06	25,099.76
Total			264,992.32

For the Professional Services Resources, MuleSoft will invoice the Customer for the actual hours worked on a monthly basis with payment terms net 30 days. Any hours under this SOW not consumed within twelve (12) months from the date of execution of this SOW will expire with no further obligation from MuleSoft.

The (“MuleSoft Travel Pattern”) shall mean the following key assumptions about performance of the Professional Services under this SOW:

- It is assumed that performance of the Professional Services will take place only during UK working days (Monday – Friday and excluding UK Bank Holidays)
- Resources allocated to the engagement full-time will be on Customers site for a maximum of three (3) consecutive days per week and will work remotely for the remaining two (2) working days.

- Resources allocated part-time will be on Customers site a maximum of two consecutive (2) days per week.

The Rates under this SOW are inclusive of travel expenses subject to the MuleSoft Travel Pattern. Should Customer require additional on (Customer) site work to be performed outside of the MuleSoft Travel Pattern, the parties may agree to do so using a Change Order and such travel will be chargeable.

The Parties will mutually agree the commencement of the Services

The Professional Services will be performed on-site at the Customer's offices and off-site at MuleSoft offices in accordance with the MuleSoft Travel Pattern set out above.

Hardware Sizing:

If Customer requires MuleSoft to provide a sizing and performance evaluation of hardware under this SOW, it will be provided solely in an advisory capacity and is only for Customer's informational and internal use. Customer acknowledges that it assumes responsibility for ensuring the platform's hardware capacity and scalability meets its project specific requirements.

Miscellaneous

Customer's execution of this SOW or the Order Form to which it is annexed constitutes its express consent for MuleSoft to use subcontractors inside or outside the United States to perform any of its obligations hereunder. MuleSoft will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with MuleSoft's obligations under this SOW, except as otherwise specified herein. Customer shall ensure that all instructions it provides to MuleSoft in relation to this SOW and Customer's use of all deliverables provided pursuant to this SOW are compliant with applicable laws. MuleSoft shall have no liability for any delays or other damages caused by Customer's failure to meet its responsibilities hereunder.

Annex B

STATEMENT OF WORK TITLE (“SOW”):

Catalyst Scale MuleSoft Assistance for DWP

SOW Reference ID: DWP_Catalyst_Scale_20181128

28th January 2019

Order Form/ Standard Terms

This SOW is attached to this Call-Off Contract executed between MuleSoft and DWP (“DWP” or “Customer”) and is governed by the Call-Off Contract (“Agreement”). For the purposes of this SOW, “Software” shall mean the proprietary MuleSoft software that may be deployed on Customer’s premise, and the Agreement provisions that apply to Online Services shall also apply to Software.

Estimated Duration

Project start date: 28th January 2019

Project end date: 31st December 2019

Professional Services

The scope of this Statement of Work is to assist Customer with the scaling the MuleSoft platform to support the wider adoption within the Customer organisation based on the proposed capability roadmap. Mulesoft will provide mentoring and knowledge transfer to Customer enabling the on-going development and maintenance of the Customer’s platform capabilities.

MuleSoft will support Customer with the following phases:

1. Private Beta

The following are the key outcomes and activities that MuleSoft will support the Customer to achieve:

- Set-up the Platform MVP in Production – *API Gateway and Portal*
- API Gateway and Portal launched selected group in DWP.
- Configure the Platform to Scale across more areas in DWP
- Create more Self-Service Assets, including templates and standards within AnyPoint Exchange.
- Move more CIS APIs to MuleSoft.

- Create First new Service (API) within MuleSoft.
- C4E actively on-boarding projects and providing self-service capabilities.

MuleSoft will support the Customer to cover the following areas within the set-up of the Platform Scale within the Capability Roadmap:

Core Platform

- CI/CD pipelines set-up and established
- Error handling and logging enhanced following projects' feedback
- Monitoring and Log Aggregation into DWPs tooling

C4E

- C4E actively on-boarding projects and providing self-service capabilities.
- Developer can be on-boarded using self service and the best practices
- C4E diving re-use and evangelising.
- Harvesting and re-using assets

API Service Governance

- Asset feedback model created and established
- API marketplace enriched with project APIs and reusable assets
- DevOps best practice and API ownership model established
- Periodic reporting and KPI dashboard in play

Support

- Integrated alerting/incident management in to DWP's tools
- Operational KPIs reviewed and enhanced
- Support model refined to support wider projects
- Internal platform support team up and running

Training & Comms

- Learning offerings available in DWP learning catalogue
- DWP platform engineers and API architects fully enabled

- Evangelism programmes established (brown bags etc.)
- Project training offering/approach established
- Regular platform communications

2. Public Beta

The following are the key outcomes and activities that MuleSoft will support the Customer to achieve:

- API Gateway and Portal launched wider in DWP.
- Create additional services (APIs) within MuleSoft.
- Move APIs currently in KONG to MuleSoft.
- C4E diving re-use and evangelising.
- C4E Harvesting and re-using assets

MuleSoft will support the Customer to cover the following areas within the set-up of the Platform Group-Wide within the Capability Roadmap:

Core Platform

- Unified and fully automated deployment across hybrid platform
- Error handling enhanced following projects feedback

C4E

- C4E supporting the Group Wide capabilities across different business lines.
- C4E best practices adopted across the business and enabling support.

API Service Governance

- API Exchange well populated and driving significant reuse
- DevOps best practice and API Ownership model updated to reflect Group Wide capability

Support

- Support structures operating autonomously at segment level
- Support model reviewed and enhanced for group wide capability

Training & Comms

- 'Train the trainer' enablement completed
- Use cases and success stories published internally
- C4E self-sufficient

Customer will provide a Project Manager who will be the primary interface for the coordination and management of any MuleSoft activities.

All Customer resource defined in the SoW will be flexible to suit the needs of the contract in accordance with the project plan agreed between the Parties.

Project Roles

MuleSoft Team Project Roles

Roles	Responsibilities
Principal Architect	<ul style="list-style-type: none">• Lead technical aspects of kick-off and architecture review sessions• Support high level architecture activities• Oversee and review key architecture decisions for the programme• Participate in definition of programme architecture principles• Provide guidance on API and Architecture best practice
Solution Architect	<ul style="list-style-type: none">• Participate in project kick-off and architecture review sessions• Review requirements, participate in sprint planning and develop prioritized backlog of the services to be implemented• Determine best practices for implementing the services• Implement services per agreed upon sprint schedule• Perform knowledge transfer activities• Define and ensure adherence to architectural best practices and guidelines• At targeted project stages, deliver summary of the engagement and final recommendation

	<ul style="list-style-type: none"> • Provide coaching and mentoring to technical staff as required • Support and provide Architectural and design guidance and undertake activities to meet platform challenges in DWP. • Support the creation of the Reference Architecture including supporting API design patterns to address the non-functional requirements, API lifecycle, re-use considerations and defining templates for reuse. • Provide best practice for DWP to support the creation of the Reference Architecture.
Senior. Consultant	<ul style="list-style-type: none"> • Implement the services, design, build, test and deploy as per the agreed to Sprint schedule • Assist and support the set-up of the platform including Common services. • Works to architecture and design patterns specified by Solution Architect. • Ensures that the developed services and platform adhere to architectural best practices and guidelines Conduct manual testing for implemented solution, and remediate issues • Ensure that the developed services adhere to architectural best practices and guidelines • Implement the AnyPoint Platform and MuleSoft runtimes in the DWP environment (Private Cloud Edition).
Delivery Manager	<ul style="list-style-type: none"> • Assist Customer Project Manager with MuleSoft specific project activities such as: <ul style="list-style-type: none"> o Provide MuleSoft high level project structure o Build and maintain the overall plan o Monitor, track & adjust against target business outcomes o Assist with the assessment of business priorities and challenges o Monitor MuleSoft requirements and timeline o Assist with MuleSoft issues and risks tracking and resolution o Manage MuleSoft consumed hours, budget and status o Co-ordinate the activities with the Customer Project Manager o Provide insight of overall scope, schedule and resources for the Catalyst Scale activities

Customer Team Project Roles

Roles	Responsibilities
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Project Manager	<ul style="list-style-type: none"> • Provide overall project direction and guidance. Demonstrate senior management commitment through active participation in the project. • Ensure availability and commitment of Customer contributors. • Serve as escalation point for unresolved issues. • Managing scope and technical resources. • Assist with the coordination of Customer's SME and IT resources schedules and resolve internal barriers to progress.
C4E Lead	<ul style="list-style-type: none"> • Provide oversight on C4E activities. • Custodian of the C4E operating model. • Ensure availability and commitment of core C4E team • Maintains and executes to C4E work plan • Communicates successes/issues to sponsor and stakeholders including C4E metrics • Organize demos and brown bags to evangelize C4E • Assume responsibility for ongoing maintenance and support of C4E including C4E metrics, asset ownership, C4E team, evangelism.
C4E Platform Architect	<ul style="list-style-type: none"> • Actively participate in platform architecture decisions • Actively participate in reference architecture and design including API patterns, Integrations patterns. • Design reusable assets, templates, frameworks, common services, guides, best practices • Provide ongoing assessments of deployed solutions • Assume responsibility for ongoing maintenance and support of C4E activities related to Architecture and design • Participate in knowledge transfer
C4E Platform Lead	<ul style="list-style-type: none"> • Actively participate in platform architecture decisions • Actively participate in reference architecture and design including API patterns, Integrations patterns. • Responsible for the implementation of the AnyPoint platform • Support the MuleSoft team with the implementation of the AnyPoint Platform.
C4E Dev Ops	<ul style="list-style-type: none"> • Develop, refine and maintain reusable assets, templates, frameworks, common services, guides, best practices • Provide ongoing assessments of deployed solutions • Provide C4E development support for integration projects on an adhoc basis • Maintain Anypoint Exchange • Maintain CI/CD tooling • Assume responsibility for ongoing maintenance and support of C4E development and operations activities

	<ul style="list-style-type: none"> • Participate in knowledge transfer
Subject Matter Expert (SME)	<ul style="list-style-type: none"> • Participate in the requirements and planning sessions. • Participate in the User Acceptance Testing and Usability Testing.
IT Operations	<ul style="list-style-type: none"> • Provide network support for configuring. • Provide security requirements. • Participate in architecture discussions/decisions. • Oversee and participate in knowledge transfer. • Provide general support for network and system access as required. • Provides on-going operations support after go-live.
MuleSoft Architect/ Developer	<p>In the event that Customer will continue development of these applications after the engagement, a member of the Customer's technical team with MuleSoft capabilities will perform the following:</p> <ul style="list-style-type: none"> • Design and develop features and functionality. • Define and create test cases. • Conduct manual testing for implemented solution. • Provide ongoing assessments of deployed solutions. • Participate in knowledge transfer. • Assume responsibility for ongoing maintenance and support of MuleSoft delivered flows and integration.
Test Lead	<ul style="list-style-type: none"> • Lead and co-ordinate the testing cycle including planning and execution • Create test cases supporting the functional and non-functional requirements • Execute test cases during the testing phase of the project
Test Team	<ul style="list-style-type: none"> • Create test cases supporting the functional and non-functional requirements • Execute test cases during the functional and non-functional test cycles

Customer Responsibilities

- **Documents:** Provide documents to MuleSoft consultants, (which may include but is not limited to, Security and Architecture diagrams, Design documents, Sequence diagrams and workflows) so MuleSoft has the insight to support the identified tasks in each phase, as per the project plan, providing phased high level architecture, requirements, scope and the project plan.
- **Hardware and Facilities:** If appropriate, provide office space, phones, wi-fi network connectivity and (where needed), computer systems for any on-site personnel.
- **Licenses:** Ensure the internal tooling is available to build and support DWP environments. for development tools as needed to support the development and maintenance efforts.
- **Business Experts:** Provide access to business experts in order to resolve business process and data modelling issues in-line with the agreed project plan.
- **Technical Consultancy:** Provide access to technical resources for supporting contractors in-line with the agreed project plan.

Price and Payment Schedule

The estimated duration and pricing for the Professional Services are set forth below. Professional Services will be completed on a Time & Materials basis. Acceptance of Professional Services is upon delivery. Costs are exclusive of VAT and other similar taxes imposed in connection with the provision of Professional Services provided under this SOW.

Private Beta

Resource	Estimated Duration (Hrs.)	Rate per Hr.(£)	Estimated Cost (£)
Principal Architect	180	199.19	35,854.20
Solution Architect	480	156.51	75,124.80
Senior Consultant	480	128.06	61,468.80
Delivery Manager	196	128.06	25,099.76
Private Beta Total			197,547.56

Public Beta

Resource	Estimated Duration (Hrs.)	Rate per Hr. (£)	Estimated Cost (£)
Principal Architect	96	199.19	19,122.24
Solution Architect	480	156.51	75,124.80
Senior Consultant	480	128.06	61,468.80
Delivery Manager	196	128.06	25,099.76

Public Beta Total			180,815.60
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Overall Professional Services Total

Resource	Estimated Duration (Hrs.)	Rate per Hr. (£)	Estimated Cost (£)
Principal Architect	276	199.19	54,976.44
Solution Architect	960	156.51	150,249.60
Senior Consultant	960	128.06	122,937.60
Delivery Manager	392	128.06	50,199.52
SOW Total			378,363.16

MuleSoft will invoice the Customer for the actual hours worked on a monthly basis with payment terms net 30 days. Any hours under this SOW not consumed within twelve (12) months from the date of execution of this SOW will expire with no further obligation from MuleSoft.

The (“MuleSoft Travel Pattern”) shall mean the following key assumptions about performance of the Professional Services under this SOW:

- It is assumed that performance of the Professional Services will take place only during UK working days (Monday – Friday and excluding UK Bank Holidays)
- Resources allocated to the engagement full-time will be on Customers site for a maximum of three (3) consecutive days per week and will work remotely for the remaining two (2) working days.
- Resources allocated part-time will be on Customers site a maximum of two consecutive (2) days per week.

The Rates under this SOW are inclusive of travel expenses subject to the MuleSoft Travel Pattern. Should Customer require additional on (Customer) site work to be performed outside of the MuleSoft Travel Pattern, the parties may agree to do so using a Change Order and such travel will be chargeable.

MuleSoft requests at least three weeks advance notice for Services after execution of the SOW.

The Professional Services will be performed on-site at the Customer’s offices and off-site at MuleSoft offices in accordance with the MuleSoft Travel Pattern set out above.

The Parties will mutually agree the commencement of the Services

Hardware Sizing:

If Customer requires MuleSoft to provide a sizing and performance evaluation of hardware under this SOW, it will be provided solely in an advisory capacity and is only for Customer's informational and internal use. Customer acknowledges that it assumes responsibility for ensuring the platform's hardware capacity and scalability meets its project specific requirements.

Miscellaneous

Customer's execution of this SOW constitutes its express consent for MuleSoft to use subcontractors inside or outside the United States to perform any of its obligations hereunder. MuleSoft will be responsible for the performance of Professional Services by its personnel (including employees and contractors) and their compliance with MuleSoft's obligations under this SOW, except as otherwise specified herein. Customer shall ensure that all instructions it provides to MuleSoft in relation to this SOW and Customer's use of all deliverables provided pursuant to this SOW are compliant with applicable laws. MuleSoft shall have no liability for any delays or other damages caused by Customer's failure to meet its requirements hereunder.

Annex 1

Pricing:



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Supplier Terms and Conditions:



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Service Definition:



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