



**Crown
Commercial
Service**

G-Cloud 10 Call-Off Contract

Between

The Secretary of State for

The Department for Education

And

Total Enterprise Solutions for

FSC Specialist Development Service

FINAL

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:	8951 8634 4528 301
Call-Off Contract reference:	RD10001973
Call-Off Contract title:	Microsoft Dynamics NAV Licence, Support and Implementation Services
Call-Off Contract description:	Provision of NAV specialist development resources that will work with the Department to develop and enhance the financial accounting system based on the Department's short term and long term requirements for the Finance Systems Consolidation project.
Start date:	27 th February 2019
Expiry date:	26 th February 2021
Call-Off Contract value:	up to £750,000 (Excluding VAT)
Charging method:	On a Time and Materials basis for each Request for Quote (RfQ) submitted
Purchase order number:	Multiple Purchase Orders will apply as a PO will be generated for each work package generated via the RFQ process.

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	The Secretary of State for the Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT
To: the Supplier	Total Enterprise Solutions Croft Farm Main Street Monk Fryston Leeds LS25 5DU Company number: 05403319
Together: the 'Parties'	

Principle contact details

For the Buyer:	<p>Title: Contract & Commercial Manager</p> <p>Name: Atifa Sadiq</p> <p>Email: [REDACTED]</p> <p>Phone: [REDACTED]</p>
For the Supplier:	<p>Title: Account Manager</p> <p>Name: Andrew Lees</p> <p>Email: [REDACTED]</p> <p>Phone: [REDACTED]</p>

Call-Off Contract term




Start date:	This Call-Off Contract Starts on 27 th February 2019 and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	<p>This Call-Off Contract can be extended but any extension beyond the contract duration of 24 months is only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>Under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS) if the:</p>

	<ul style="list-style-type: none"> • Buyer is a central government department • contract Term is intended to exceed 24 months
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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
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot (Service ID 8951 8634 4528 301) are listed in Framework Section 2 and outlined below:</p> <p>Provision of Professional Services to enhance the Dynamics NAV system by the agreed date. This involves providing the appropriate level of resource and skill set to deliver the individual work packages/projects, commissioned by the Buyer. In line with the Supplier's methodology each project will be broken down into key phases as follows:</p> <p>Analysis, Design Development Deployment, and Operation</p> <p>Each project/work package will be commissioned and managed using a Request for Quote (RfQ) procedure. Further details are provided at Schedule 2 and Annex A.</p>

	<p>Each work package will be aligned to one or more of the following Service areas:</p> <ul style="list-style-type: none"> • MS Dynamics NAV configuration • System integration • Data migration • Report creation • Project management <p>The RFQ's below provide the individual work packages for Continuous Improvements, VASIS replacement, Business Central Upgrade Phase 1 and Business Central Phase 2 of the overall Finance Systems Consolidation project. All work packages will be commissioned and agreed between both Parties as the overall project develops.</p> <div style="display: flex; justify-content: space-around; align-items: flex-end;"> <div style="text-align: center;">  RFQ Replacement of VASIS with MS Dynai </div> <div style="text-align: center;">  RFQ Business Central.docx </div> <div style="text-align: center;">  RFQ Release 5.docx </div> </div>
Additional services:	Not Applicable
Location:	Unless otherwise agreed, the Services shall be provided at the Buyer's offices in either London, Coventry, Sheffield, Manchester or other offices in the UK including the Supplier's offices.
Quality standards:	<p>The quality standards required for this Call Off contract will be outlined within the RfQ for each work package. These will be monitored via the Agile/waterfall hybrid approach used e.g. the inherent management processes for delivery, budget management and quality control i.e. the passing through stage gates for Design, Build and Test completion, before moving to the next stage.</p> <p>The quality standards specified within Service Requirements</p>

	description outlined in Framework Section 2 will also apply.																			
Technical standards:	The technical standards required for this Call Off contract are: i) System security, availability and reliability maintained to ISO270001/20000-1/22301/27018 standards ii) Tool to remain compatible with current Microsoft software and Internet Browsers iii) Cyber Essentials accreditation iv) Compliance with accessibility standards W3C WA1: WCAG 2.0 AA level																			
Service level agreement:	Alongside any SLA's agreed by both Parties for each work package the following KPI's will apply: <table><tr><th>Indicator</th><th>Detail</th><th>Measurement</th><th>Target</th></tr><tr><td>Effectiveness - Percentage of project milestones signed off on time</td><td>Are the different stages of the project being completed in a timely manner?</td><td>Percentage of total</td><td>90%</td></tr><tr><td>Effectiveness - Number of change requests</td><td>Have the requirements been properly understood, ratified by the business and satisfactorily delivered?</td><td>Count of total</td><td>0</td></tr><tr><td>Quality – ratio of defects</td><td>How frequently are we getting things wrong and having</td><td>Ratio of development effort (days)</td><td>10</td></tr></table>				Indicator	Detail	Measurement	Target	Effectiveness - Percentage of project milestones signed off on time	Are the different stages of the project being completed in a timely manner?	Percentage of total	90%	Effectiveness - Number of change requests	Have the requirements been properly understood, ratified by the business and satisfactorily delivered?	Count of total	0	Quality – ratio of defects	How frequently are we getting things wrong and having	Ratio of development effort (days)	10
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Quality – ratio of defects	How frequently are we getting things wrong and having	Ratio of development effort (days)	10																	

		to rework them?	versus defects raised	
	Budget - Percentage of cost variance	How much does the actual cost vary from the projected cost?	Percentage of actual cost versus forecast cost	10%
	Timeliness - Percentage of tasks complete on time	How many tasks are completed by a given deadline?	Percentage of tasks complete on time versus total tasks	90%
<p>The above KPI's and any SLA's agreed will be monitored throughout the delivery of each work package. Some of the key activities/outputs in each phase may be inputs for the next phase therefore Buyer sign off to these, in line with any predefined quality and target dates, is essential for the next phase to commence.</p> <p>If there are any discrepancies with the delivery of an output (be that the level of quality or deadline agreed) that is not related to actions unfulfilled by the Buyer then the Buyer will refrain from paying the next milestone charge until the discrepancy has been resolved.</p>				
Onboarding:	<p>The Buyer and Supplier shall attend a start-up meeting with representatives of the Buyer. At this meeting the agenda will include but not be limited to: discussion and agreement on activity to implement the service within the DfE, future contract management arrangements; project documentation and deliverables; service delivery KPIs; requirements for reporting of Management Information consistent with clause 8 of the framework agreement (if any); and a</p>			

	<p>forward schedule of meeting dates.</p> <p>As a minimum, the Supplier's Account Manager for the DfE shall attend and fully participate in agreed contract and service review meetings chaired by the Buyer. The agenda for this meeting will be issued to participants at least three (3) working days in advance of the meeting and include a monthly Service Report produced by the Supplier. Frequency of meetings will be monthly, with the potential to increase should the service degrade / risk increase.</p> <p>The detailed content of the Service report shall include as a minimum: progress against delivery of all work packages, forward and retrospective resource plan, risks and issues log, financial reporting, incidents and service failure log; quality assurance.</p>
Off-boarding:	<p>The off-boarding plan for this Call-Off Contract will be developed by the Supplier and agreed between the Buyer and the Supplier within 6 weeks of the contract commencement date and reviewed 3 months prior to the end of the contract. As a minimum this will involve:</p> <ul style="list-style-type: none"> • Ensuring the transfer of knowledge to the Buyer, a representative nominated by the Buyer or a different Supplier, • The return of all of the DfE equipment provided (this must be in a working state) <p>It is recognised that any data used in the provision of this Service is stored within the Buyer's Azure platform and therefore there is no data to return to the Buyer.</p>
Collaboration agreement:	Not applicable
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed the sum of £1,000,000 in each Call-Off Contract year in

	<p>which the Default occurs.</p> <p>The annual total liability for Buyer Data defaults will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● a minimum insurance period of six 6 years following the expiration or Ending of this Call-Off Contract ● Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	<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 10 consecutive days.</p>
Audit:	<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>The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting</p>

	<p>principles, of the:</p> <ul style="list-style-type: none"> • operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers • Services provided under any Call-Off Contracts (including any Subcontracts) • amounts paid by each Buyer under the Call-Off Contracts <p>These provisions will be applicable for a further Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.</p>
Buyer's responsibilities:	Not Applicable
Buyer's equipment:	The Buyer will provide each individual, assigned to the delivery of a work package by the Supplier, a laptop and headset. DfE additional terms, as detailed in Schedule 8, regarding the provision of equipment will apply.

Supplier's information

Subcontractors or partners:	Not Applicable
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is by BACS.
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears for activities undertaken under each RfQ.

The payments made will be split across the Supplier time sheeting and a retention payment that will be held by the Buyer. The split is as follows:

- 70% Time Sheeting
- 30% Retention where the retention payment shall be made across two milestones.
 - Release Walkthrough
 - Go Live

Time Sheeting

Time sheets will be submitted against the daily rate of £895 per day and a 30% reduction will be applied for the retention payments.

Retention Payments

Walkthrough

The Walkthrough is defined as the summary end-to-end review of critical system functions. Undertaken post UAT and prior to end user training, the purpose of the Walkthrough is to demonstrate that the system meets the defined requirements of the business, using the success criteria as defined in the PID as a guide. Ultimately the result of the Walkthrough will be a Go Live "go/ no go" decision. The first part of the 30% retention will be triggered at this point and an invoice for 15% of the release value will be raised.

Go Live

Go Live is defined as the point in time the system is released into operation in the Production environment. The second part of the 30% retention will be triggered at this point and an invoice will be raised for 15% of the release value.

Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice for services/outputs delivered as detailed in the RFQ for each work package in accordance with Annex A RFQ Template.				
Who and where to send invoices to:	Services may be called off and procured by the Buyer or an Executive Agency of the Buyer (the Education and Skills Funding Agency (ESFA)) and unless otherwise agreed, invoices will be sent to organisation procuring the Services from the Supplier, as set out below respectively.				
	<table><tr><th>For the Buyer:</th><th>For the ESFA:</th></tr><tr><td>Department for Education – PO BOX 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ APinvoices-DFE-U@sscl.gse.gov.uk</td><td>Accounting Service Centre ESFA. Cheylesmore House, Quinton Road, Coventry CV1 2WT AccountingServices.ESFA@education.gov.uk</td></tr></table>	For the Buyer:	For the ESFA:	Department for Education – PO BOX 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ APinvoices-DFE-U@sscl.gse.gov.uk	Accounting Service Centre ESFA. Cheylesmore House, Quinton Road, Coventry CV1 2WT AccountingServices.ESFA@education.gov.uk
For the Buyer:	For the ESFA:				
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Invoice information required – for example purchase order, project reference:	All invoices must include: <ul style="list-style-type: none">• be dated and have a unique invoice number;• quote a valid purchase order number and Call-Off reference number;• include correct Supplier details;• specify the services supplied;• be for the correct sum – in accordance to costs agreed with the Customer and not future dated;• provide contact details for queries.				

	<ul style="list-style-type: none"> Is in an un-editable format such as pdf or jpeg
Invoice frequency:	Work will be invoiced on satisfactory completion of agreed work packages. Payment will be made based on the rates offered within the SFIA rate card, plus expenses in accordance with the Buyers travel and subsistence policy outlined below. Invoices will be sent to the Buyer monthly in arrears.
Call-Off Contract value:	<p>The total value of this Call-Off Contract is £750,000 (excluding VAT)</p> <p>The Supplier will make continuous efforts to improve the Value for Money for the Buyer, this will be reflected in maximising economies of scale with development work across the system and reduced cost responses to the RFQs for this contract.</p>
Call-Off Contract charges:	<p>The Charges for each work package will be identified within the appropriate RfQ and agreed by the Buyer before commencement of work.</p> <p>The daily rates quoted, within the SFIA rate card, will apply to the resource allocated to each of the work packages as appropriate.</p> <p>In addition to the charges on the RfQ the Supplier shall work with the Buyer to minimise the impact on the public purse of T&S associated with the operation of this contract. Unless otherwise provided for under the Supplier's G-Cloud 10 framework offering and/or the Supplier has an office in close proximity of the Buyers office where a meeting is to be held (approx. 25 miles radius), where expenditure on T&S is identified as being necessary for the effective operation of the contract, T&S will be paid at the level commensurate with the Buyer rate in place at the time the expenditure is incurred. DfE rates in place as at 1st January 2019 are listed below:</p>

	<ul style="list-style-type: none"> • Hotel accommodation bed and breakfast – London £110.00 including VAT and elsewhere £75.00 including VAT • Rail travel shall be restricted to standard class • Car mileage at the 'Public Transport Rate' of 0.25p per mile • Taxis only payable where their use can be justified against using public transport <p>Entitlement to any travel and subsistence will be capped at 10% of the contract value. This will be monitored by the Buyer and Supplier.</p> <p>No other out of pocket expenses shall be allowable.</p> <p>If there are any discrepancy with the delivery of the outputs (be that in the level of quality or deadlines agreed) that are not related to actions unfulfilled by the Buyer then the Buyer will refrain from paying the next charge until the discrepancy has been resolved.</p>
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Additional buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include an implementation plan, exit and off-boarding plans and milestones as specified within Service Requirements description outlined in Framework Section 2.</p> <p>Within the scope of the Call-Off Contract, the Supplier will</p> <ul style="list-style-type: none"> • attend and participate in joint planning and delivery workshops chaired by the Buyer • adhere to the delivery schedule, as communicated by the Buyer • work to an agile/waterfall/hybrid methodology; such as attend agile ceremonies and participate in delivering designated tasks. • provide specialist resources to QA / validate requirements on a periodic basis through elaboration and refinement sessions, as
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	<p>agreed with the Buyer</p> <ul style="list-style-type: none"> • author design documentation, which includes requirements traceability, to support development work as coordinated with the Buyer's technical representative • ensure coding standards are adhered to, as specified by the Buyer • adhere to standards specified by the Buyer and qualified by a work package.
Guarantee:	Not Applicable
Warranties, representations:	Framework Agreement clause 4.1 applies.
Supplemental requirements in addition to the Call-Off terms:	Not Applicable
Alternative clauses:	Not Applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms:	Within the scope of the Call-Off Contract, the Supplier will adhere to the Buyers Special Terms as set out in Schedule 8.
Public Services Network (PSN):	Not Applicable
Personal Data and Data Subjects:	Yes Schedule 7 – Processing, Personal Data and Data Subjects will apply.

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:	Andrew Lees	Katrina Hall
Title:	Director	Deputy Director
Signature:		
Date:	27/02/2019	

Schedule 1 – Services

The Supplier shall provide Lot 2 Cloud Software in accordance with the service definition “Microsoft Dynamics Nav – Licences, Support and Implementation Services” – Service ID 8951 8634 4528 301 of the Digital Market Place refers. This Service ID covers the following provisions:

- Software and Licencing (not applicable to this contract)
- **Professional Services** (applicable to this contract), and
- Support Services (not applicable to this contract)

All requests for work, within scope of this Call Off contract, shall be initiated by the Buyer by means of a 'Request for Quote' (RFQ) that must be agreed and signed off by a Responsible Officer with budget approval for the spend. This RfQ, once completed by the Buyer, will be sent to the Supplier's nominated representative for a response. The supplier will provide a quote for the work package which the Buyer will assess and either i) accept, ii) query/re-adjustment to the quote or iii) reject. Once accepted the supplier will deliver the work as requested. The work will be in the form of individual work packages, detailing the specific requirement and timescales needed. The payment profile for each work package will be linked where appropriate, to the milestones and outputs agreed between the Buyer and Supplier before work initiation. A purchase order must be in place before any work can commence.

A copy of the RFQ template and a detailed outline of the process is provided at Annex A.

The DfE will not be liable for any work the supplier undertakes outside of the agreed commissioning process


Services to be Delivered

It is envisaged that the overall project, which this contract supports, will consist of three workstreams although that may alter.

1. Continuous Improvements workstream will deal with continuous functional enhancements to NAV in an iterative manner and will be driven through a backlog of business requirements.
2. VASIS Replacement workstreams will involve redevelopment of VASIS functionality within NAV.
3. Business Central Upgrade Workstream has two sub-workstreams, Phase 1 involves platform upgrade and Phase 2 involves migration of bespoke applications to Extensions. A single RFQ is produced for both these sub-workstreams

Each workstream has their own RfQ (copies of which have been provided within the Order Form). In summary, detailed lower level plans will be produced by the supplier to support the above works packages. They will breakdown the work package into individual task showing resource and delivery dates.

Further details on the service provision is available within the Service Definition document from GCloud. Links below to this document, the Supplier's T&C's and the response to our Functional requirements.


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ms-and-conditions G


RFQ Release 5.docx


RFQ Replacement of
VASIS with MS Dyna


RFQ Business
Central.docx

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 on GCloud framework are as follows:



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ricing-document-201



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ia-rate-card-2018-05

The daily rates within the above SFIA rate card will apply throughout the term of this contract to all resource allocated to any of the work packages commissioned.

This excludes travel and subsistence and this is payable as outlined in the Order Form.

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 1.8 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)
- 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 Personnel with access to Personal Data, including by ensuring they:
- i) are aware of and comply with the Supplier's obligations under this Clause;
 - ii) are subject to appropriate confidentiality undertakings with the Supplier
 - 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

Not Used

Schedule 4 - Alternative clauses

Not Used

Schedule 5 - Guarantee


Not Used

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: <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

	<p>contained in any of the Party's Know-How, documentation and processes</p> <ul style="list-style-type: none"> ● 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	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
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 	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	<p>Data Protection Legislation means:</p> <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 [subject to Royal Assent] 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	<p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.

Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
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	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any: <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear,

	<p>biological or chemical warfare</p> <ul style="list-style-type: none"> ● 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	The information security management system and process

Management System	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	<p>Can be:</p> <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</p>

	employment agency).
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).
Responsible Officer	A member of the Senior Civil Service (SCS) or a nominated management grade Civil Servant who has been formally nominated as responsible for the budget and financial management for the work, (See DfE Assurance Framework)
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

Subject matter of the processing:

NAV processes 99.9% exclusively financial and accounting data to deliver the following services:

- Payment of revenue, administration and capital funding.
- Capital and revenue budget profiling and forecasting.
- Invoice payment and reporting for admin and capital procured services/goods.
- Revenue payments to Academies, 16-19 funded organisations

NAV holds payment details of Local Authorities, Colleges, School Sixth Form Colleges, and Academies, private, commercial and charitable providers.

Duration of the processing:

The information hosted in NAV is processed continually throughout the academic year, with allocations being updated and payments being made on a daily basis. Reporting is conducted month on month basis. The financial data should be stored for the current year and seven additional financial years (CY+7).

Nature and purposes of the Processing:

- processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;
- processing is necessary for compliance with a legal obligation to which DfE is subject;
- processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in DfE;
- processing is necessary and records need to be kept for the accounting of financial payments made to Institutions/Suppliers;

Type of Personal Data:

- Names of Organisation

- E-Mail of individual named as the key contact for the organisation
- Addresses of organisation
- Bank Details of organisations
- Telephone Number of organisation
- Purchase Invoice images
- Payments that are made
- Named contact for the organisation
- Unique identifiers e.g. UPIN Number, Edubase Number, UKPRN
- Contract information

Categories of Data Subject:

The NAV system stores and processes the following information:

- a) Address and bank details of providers (e.g. local authority maintained schools, colleges, academies and commercial and charitable providers);
- b) Personal information in the system is limited to names of individuals linked to providers;
- c) Unique identifiers for each provider such as a Unique Provider Identification Number (UPIN), UK Provider Reference Number (UKPRN), UK Register of Learning Providers (UKRLP) number, Local Authority (LA) number, contract number;
- d) Budget information for each programme;
- e) Payment profiles, holding information such as amounts and the frequency with which each provider will be paid;
- f) Invoice details;
- g) Reports, including forecasts and budgets

Plan for return or destruction of the data once the Processing is complete UNLESS requirement under union or member state law to preserve that type of data:

- Minimum retention is current year +7 to allow audit/demonstrate evidence use of European Social Funding (ESF)
- Currently there are no processes in place for data destruction at the end of the retention period

Schedule 8 – Additional Buyers Terms and Conditions

Additional Terms and Conditions for Inclusion in the G-Cloud Contract

In addition to the G-Cloud framework and Call Off Terms and Conditions the following clauses shall apply. They will be included within the Call Off Order Form and therefore apply according to the order of precedence detailed at CO-1.2 of the Call Off Terms and Conditions.

1. Departmental Security Standards

“BPSS” “Baseline Personnel Security Standard”	a level of security clearance described as pre-employment checks in the National Vetting Policy. Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
“CCSC” “Certified Cyber Security Consultancy”	is NCSC's approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. This approach builds on the strength of CLAS and certifies the competence of suppliers to deliver a wide and complex range of cyber security consultancy services to both the public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy
“CCP” “Certified Professional”	is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession and are building a community of recognised professionals in both the UK public and private sectors. See website: https://www.ncsc.gov.uk/scheme/certified-professional
“CC” “Common Criteria”	the Common Criteria scheme provides assurance that a developer's claims about the security features of their product are valid and have been independently tested against recognised criteria.
“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]	is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards. These CPA certified products can be used by government, the wider public sector and industry. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa

<p>“Cyber Essentials”</p> <p>“Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme.</p> <p>There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to one of these providers: https://www.iasme.co.uk/apply-for-self-assessment/</p>
<p>“Data”</p> <p>“Data Controller”</p> <p>“Data Processor”</p> <p>“Personal Data”</p> <p>“Sensitive Personal Data”</p> <p>“Data Subject”,</p> <p>“Process” and</p> <p>“Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Act 2018</p>
<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
<p>“DfE”</p> <p>“Department”</p>	<p>means the Department for Education</p>
<p>“Departmental Security Standards”</p>	<p>means the Department’s security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.</p>
<p>“Digital Marketplace / GCloud”</p>	<p>the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects. Cloud services (e.g. web hosting or IT health checks) are on the G-Cloud framework.</p>
<p>“FIPS 140-2”</p>	<p>this is the Federal Information Processing Standard (FIPS) Publication 140-2, (FIPS PUB 140-2), entitled ‘Security Requirements for Cryptographic Modules’. This document is the de facto security standard used for the accreditation of cryptographic modules.</p>

<p>“Good Industry Practice”</p> <p>“Industry Good Practice”</p>	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
<p>“Good Industry Standard”</p> <p>“Industry Good Standard”</p>	means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.
<p>“GSC”</p> <p>“GSCP”</p>	means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications
<p>“HMG”</p>	means Her Majesty’s Government
<p>“ICT”</p>	means Information and Communications Technology (ICT) is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling technologies used to deliver the end-to-end solution
<p>“ISO/IEC 27001”</p> <p>“ISO 27001”</p>	is the International Standard for Information Security Management Systems Requirements
<p>“ISO/IEC 27002”</p> <p>“ISO 27002”</p>	is the International Standard describing the Code of Practice for Information Security Controls.
<p>“ISO 22301”</p>	is the International Standard describing for Business Continuity
<p>“IT Security Health Check (ITSHC)”</p> <p>“IT Health Check (ITHC)”</p> <p>“Penetration Testing”</p>	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
<p>“Need-to-Know”</p>	the Need-to-Know principle is employed within HMG to limit the distribution of classified information to those people with a clear ‘need to know’ in order to carry out their duties.
<p>“NCSC”</p>	The National Cyber Security Centre (NCSC) formerly CESG is the UK government’s National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk

<p>“OFFICIAL”</p> <p>“OFFICIAL-SENSITIVE”</p>	<p>the term ‘OFFICIAL’ is used to describe the baseline level of ‘security classification’ described within the Government Security Classification Policy (GSCP) which details the level of protection to be afforded to information by HMG, for all routine public sector business, operations and services.</p> <p>the ‘OFFICIAL–SENSITIVE’ caveat is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the Government Security Classification Policy.</p>
<p>“Secure Sanitisation”</p>	<p>Secure sanitisation is the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level. Some forms of sanitisation will allow you to re-use the media, while others are destructive in nature and render the media unusable. Secure sanitisation was previously covered by “Information Assurance Standard No. 5 - Secure Sanitisation” (“IS5”) issued by the former CESG. Guidance can now be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction</p>
<p>“Security and Information Risk Advisor”</p> <p>“CCP SIRA”</p> <p>“SIRA”</p>	<p>the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme</p>
<p>“SPF”</p> <p>“HMG Security Policy Framework”</p>	<p>This is the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework</p>
<p>“Tailored Assurance”</p> <p>[formerly called “CTAS”, or, “CESG Tailored Assurance”]</p>	<p>is an ‘information assurance scheme’ which provides assurance for a wide range of HMG, MOD, Critical National Infrastructure (CNI) and public sector customers procuring IT systems, products and services, ranging from simple software components to national infrastructure networks. https://www.ncsc.gov.uk/documents/ctas-principles-and-methodology</p>

The Supplier shall comply with Buyer's Security Standards for Contractors which include but are not constrained to the following clauses.

- 1.1. Where the Supplier will provide ICT products or services or otherwise handle information at OFFICIAL on behalf of the Buyer, the requirements under Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - [Action Note 09/14](#) 25 May 2016, or any subsequent updated document, are mandated; that “contractors supplying products or services to HMG shall have achieved, and retain certification at the appropriate level, under the HMG Cyber Essentials Scheme”. The certification scope must be relevant to the services supplied to, or on behalf of, the Buyer.
- 1.2 The Supplier shall be able to demonstrate conformance to, and show evidence of such conformance to the ISO/IEC 27001 (Information Security Management Systems Requirements) standard, including the application of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls).
- 1.3 The Supplier shall follow the UK Government Security Classification Policy (GSCP) in respect of any Buyer's Data being handled in the course of providing this service, and will handle this data in accordance with its security classification. (In the event where the Supplier has an existing Protective Marking Scheme then the Supplier may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Buyer's Data).
- 1.4 Buyer's Data being handled in the course of providing an ICT solution or service must be segregated from all other data on the Supplier's or sub-contractor's own IT equipment to protect the Buyer's Data and enable the data to be identified and securely deleted when required. In the event that it is not possible to segregate any Buyer's Data then the Supplier and any sub-contractor shall be required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 1.14.
- 1.5 The Supplier shall have in place and maintain physical security, in line with those outlined in ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access) to premises and sensitive areas
- 1.6 The Supplier shall have in place and maintain an access control policy and process for the logical access (e.g. identification and authentication) to ICT systems to ensure only authorised personnel have access to Buyer's Data.
- 1.7 The Supplier shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Buyer's Data, including but not limited to: physical security controls; good industry standard policies and process; anti-virus and firewalls; security updates and up-to-date patching regimes for anti-virus solutions; operating systems, network devices, and application software, user access controls and the creation and retention of audit logs of system use.
- 1.8 Any data in transit using either physical or electronic transfer methods across public space or cyberspace, including mail and couriers systems, or third party provider networks must be protected via encryption which has been certified to

FIPS 140-2 standard or a similar method approved by the Buyer prior to being used for the transfer of any Buyer's Data.

- 1.9 Storage of Buyer's Data on any portable devices or media shall be limited to the absolute minimum required to deliver the stated business requirement and shall be subject to Clause 1.11 and 1.12 below.
- 1.10 Any portable removable media (including but not constrained to pen drives, flash drives, memory sticks, CDs, DVDs, or other devices) which handle, store or process Buyer's Data to deliver and support the service, shall be under the control and configuration management of the Supplier or (sub-)contractors providing the service, shall be both necessary to deliver the service and shall be encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Buyer.
- 1.11 All portable ICT devices, including but not limited to laptops, tablets, smartphones or other devices, such as smart watches, which handle, store or process Buyer's Data to deliver and support the service, shall be under the control and configuration management of the Supplier or sub-contractors providing the service, and shall be necessary to deliver the service. These devices shall be full-disk encrypted using a product which has been certified to FIPS140-2 standard or another encryption standard that is acceptable to the Buyer.
- 1.12 Whilst in the Supplier's care all removable media and hardcopy paper documents containing Buyer Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.
- 1.13 When necessary to hand carry removable media and/or hardcopy paper documents containing Buyer Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises.
- 1.14 At the end of the contract or in the event of equipment failure or obsolescence, all Buyer information and data, in either hardcopy or electronic format, that is physically held or logically stored on the Supplier's ICT infrastructure must be securely sanitised or destroyed and accounted for in accordance with the current HMG policy using a NCSC approved product or method. Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as a Storage Area Network (SAN) or shared backup tapes, then the Supplier or sub-contractor shall protect the Buyer's information and data until the time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.
- 1.15 Access by Supplier or sub-contractor staff to Buyer's Data shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Supplier's or sub-contractor staff must complete this process before access to Buyer Data is permitted.
- 1.16 All Supplier or sub-contractor employees who handle Buyer Data must have annual awareness training in protecting information.

- 1.17 The Supplier shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the Supplier will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Supplier has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.
- 1.18 Any suspected or actual breach of the confidentiality, integrity or availability of Buyer Data being handled in the course of providing this service, or any non-compliance with these Buyer Security Standards for Suppliers, or other Security Standards pertaining to the solution, shall be investigated immediately and escalated to the Buyer by a method agreed by both parties.
- 1.19 The Supplier shall ensure that any IT systems and hosting environments that are used to handle, store or process Buyer Data shall be subject to independent IT Health Checks (ITHC) using a NCSC approved ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Buyer and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.
- 1.20 The Supplier or sub-contractors providing the service will provide the Buyer with full details of any storage of Buyer Data outside of the UK or any future intention to host Buyer Data outside the UK or to perform any form of ICT management, support or development function from outside the UK. The Supplier or sub-contractor will not go ahead with any such proposal without the prior written agreement from the Buyer.
- 1.21 The Buyer reserves the right to audit the Supplier or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Supplier's, and any sub-contractors, compliance with the clauses contained in this Section.
- 1.22 The Supplier shall contractually enforce all these Buyer Security Standards for Suppliers onto any third-party suppliers, sub-contractors or partners who could potentially access Buyer Data in the course of providing this service.
- 1.23 The Supplier and sub-contractors shall undergo appropriate security assurance activities as determined by the Buyer. Supplier and sub-contractors shall support the provision of appropriate evidence of assurance and the production of the necessary security documentation such as completing the DfE Security Assurance Model (DSAM) process or the Business Service Assurance Model (BSAM). This will include obtaining any necessary professional security resources required to support the Supplier's and sub-contractor's security assurance activities such as: a NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Professional (CCP) Security and Information Risk Advisor (SIRA)

End of Security clauses

2. Issued Property

- 2.1 In this clause "Issued Property" means all items of property belonging to the Buyer issued to the Supplier for the purposes of the provision of the Services
- 2.2 Issued Property shall remain the property of the Buyer and shall be used in the execution of the Contract and for no other purpose whatsoever, save with the prior written approval of the Buyer. Within a reasonable period the Buyer shall re-issue Issued Property agreed to be defective or requiring replacement.
- 2.3 The Supplier shall be liable for any damage to Issued Property caused by misuse or negligence by the Supplier but shall not be liable for deterioration in Issued Property resulting from its normal and proper use in the performance of this Contract. The Supplier shall also be responsible for loss, including theft, of the Issued Property.
- 2.4 The Buyer will be responsible for the maintenance of the Issued Property. The Supplier shall be responsible for the safe custody of Issued Property and its prompt return upon expiry or termination of the Contract. Neither the Supplier nor its sub-contractors or other person shall have a lien on Issued Property for any sum due to the Supplier, sub-contractor or other person and the Supplier shall take all such steps as may be reasonably necessary to ensure that the title of the Buyer, and the exclusion of any such lien, are brought to the notice of all sub-contractors and other persons dealing with any Issued Property.

End of Issued Property

3. Use of Premises

- 3.1 Unless otherwise agreed, any land or premises made available to the Supplier by the Buyer in connection with the provision of the Services shall be made available to the Supplier free of charge and without exclusive possession and shall be used by the Supplier solely for the purpose of providing the Services. The Supplier shall have the use of such land or premises as licensee and shall vacate the same on the expiry or other termination of this Contract.
- 3.2 The Supplier shall ensure that in providing the Services its employees and sub-contractors co-operate as far as may be reasonably necessary with the Buyer's employees. The Supplier shall further ensure that its employees and sub-contractors carry out their duties and behave while on the Buyer's premises in such a way as to cause no unreasonable or unnecessary disruption to the routine and procedures of the Department, its employees, visitor or other contractors.
- 3.3 The Supplier shall ensure that its employees and sub-contractors comply with all rules and regulations from time to time issued by the Buyer relating to the use and/or security of the Buyer's premises.

End of Use of Premises

4. Facilities Provided

- 4.1 For the purpose of the Supplier the following areas and facilities at the Buyers premises will be provided free for use by the Supplier and its employees and sub-contractor:

Toilets

Cooking Facilities

Heating

Lighting

First Aid

Telephone (use is restricted to internal calls or to Contractor's Headquarters or local office or to emergency services)

- 4.2 The Supplier shall be responsible for ensuring that proper use and reasonable care is taken by its employees and sub-contractors of facilities provided.

End of Facilities Provided

5. Contractor's Standards

- 5.1 The Supplier shall as far as practicable satisfy the Buyer that it operates to an acceptable standard such as BS 5750, BS EN ISO 9000 or an equivalent.

End of Contractor's Standards

Request For Quote Process/Template

The Request for Quote (RFQ) process is the means by which work packages are commissioned by the Buyer from the Supplier. Only once the Buyer signs off the RfQ and a PO is generated can work commence.

The RFQ process for this contract will be undertaken in two cycles, allowing the Buyer and Supplier to refine understanding and requote time and cost factors. This approach promotes detailed discovery activity, reducing the risk of overspending and uncovering scope changes later on in the delivery cycle.

Part 1 of the template is completed by the work requestor within the Buyer Organisation. This provides details of the work package deliverables, target commencement and delivery dates and potential risks. This work is authorised by the Responsible Officer within the Buyer's Organisation.

The template is then forwarded to Technology Group Contracts and Commercial Team (CCT) within the Buyer's Organisation who will allocate a RFQ reference number and send to the Supplier for completion within 5 working days.

Part 2 of the template is completed by the Supplier. It must provide a response to the work package setting out obligations, milestones, costs (broken down into deliverables/units/price) and delivery date. This must be signed off within the Supplier's Organisation as being a true reflection of the work and costs aforementioned. The template is then returned to the CCT within the 5 working days allowed for completion

Once returned to the CCT the template is forwarded to the work requestor and assessed in terms of the deliverables, cost and delivery date proposed. The Quote can either be:

- Accepted without query – Supplier is notified, PO generated and sent to the Supplier and work commences
- Queried – Buyer raises the issues identified with the Supplier and discussions are held to agree a way forward be that amendment of the deliverables, delivery date, resource being allocated or cost. Only when both Parties agree to the changes will the PO be generated and work commence
- Rejected – Buyer is unable to accept the quote provided and the Supplier is notified.

Part 3 of the template confirms acceptance and provides authority for the Supplier to proceed. No work will commence until the Buyer has provided the Supplier with an appropriate Purchase Order.

Parts 4, 5 and 6 repeat the process of **Parts 1, 2 and 3** respectively, and are the mechanism through which the second Quote Cycle is enacted. Further detail can be found within the form below.

The work requester will have the right to terminate, without cause, a work-package at any time by giving the notice to the Supplier. The Supplier's obligation to provide the services will end on the date set out in the work requester's notice.

The minimum notice period to be given to terminate under this clause will be 5 working days.



Request for Quote
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