



G-Cloud 11 Call-Off Contract (version 4)

RM1557/CCT944 Future View of Defence Enterprise Architecture

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Part A - Order Form

Digital Marketplace service ID number:	210641092376079
Call-Off Contract reference:	RM1557/CCT944
Call-Off Contract title:	Future View of Defence Enterprise Architecture
Call-Off Contract description:	Future View of Defence Enterprise Architecture
Start date:	19.10.2020
Expiry date:	16.04.2021
Call-Off Contract value:	£947,000 excluding VAT
Charging method:	Firm Price
Purchase order number:	TBC

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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	Defence Digital on behalf Secretary of State for Defence Buyer's main address: MOD Corsham Westwells Road Corsham Wiltshire SN13 9NR
To: The Supplier	Accenture (UK) Limited Supplier's address: 30 Fenchurch Street,

	London, EC3M 3BD Company number: 4757301
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Defence Digital Commercial [REDACTED] [REDACTED] [REDACTED] Project POC: [REDACTED] [REDACTED] [REDACTED]
For the Supplier:	Title: Managing Director [REDACTED] [REDACTED] [REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract starts on 19/10/2020 and is valid until the end of 16/04/2021.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	2 x 3 Month Extensions (subject to financial approval).

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:
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	Lot 3 - Cloud Support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: 1) Planning
Additional Services:	None
Location:	Recognising the ongoing COVID-19 situation in the UK, and to avoid disruptions to services whilst there are concerns over the COVID-19 outbreak the Parties have agreed that the Supplier will implement a temporary remote work solution in which Supplier personnel performing services under this Call-Off Contract will work remotely using secure MOD-provided laptops. The Parties acknowledge that implementation of a remote work model will necessarily impact the services, and agree that: i. the Parties will follow the operational principles set out in Annex 2 to this Call-Off Contract ("Remote Work Protocols"); ii. Supplier personnel covered by the remote work solution will be advised of the Remote Work Protocols; iii. The Supplier will provide training to any Supplier personnel working remotely that covers the Remote Work Protocols; iv. Due to the expected temporary nature of this situation, at this time the Parties do not anticipate additional costs to be taken into account for the provision of remote services. Should the situation caused by COVID-19 be prolonged, resulting in potential adverse impacts associated with rendering the services remotely (e.g., costs, timing, etc.), the Parties will work together in good faith to mitigate and resolve such impacts; v. The Supplier will be responsible for security incidents arising from the implementation of the agreed remote work solution to the extent caused by the Supplier's failure to comply with the Remote Work Protocols. For purposes of the agreed remote work solution, the Supplier will not be responsible for complying with any security requirements that differ or conflict with the Remote Work Protocols; vi. The Parties agree that the remote work solution, and continued need for the same, shall be assessed by the Parties on a regular basis and at least every two weeks, at which time the Parties will agree whether to continue with the remote work solution, return to "business as usual" service delivery (subject to risk assessments), or consider other options, including potentially suspending services. All other rights and obligation under the call-Off Contract remain unchanged, including any rights related to force majeure. The Parties acknowledge there may be a requirement for face to face meetings during delivery between the Parties. These visits, including attendees, will be agreed between the Parties in advance and subject always to appropriate risk assessments. The primary location for any face to face Services will be at MOD Corsham, or, as agreed between the Supplier and the Buyer. The Parties agree that return to offices will be reviewed and subject to appropriate risk assessments.

Quality standards:	The quality standards required for this Call-Off Contract are: • No specific Quality Management Systems requirements are defined. This does not relieve the Supplier of providing confirming products under this contract. Call-Off Contract shall be provided in accordance with DEFCON 627. • No Deliverable Quality Plan is required reference DEFCON 602B 12/06. • Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions. • Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contract Working Parties. Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.
Technical standards:	There are no specific technical standards required for this Call-Off Contract.
Service level agreement:	Not applicable.
Onboarding:	The Supplier shall proactively support the Buyer with providing the relevant information to support on-boarding, including providing staff details including: ○ Full Name ○ Date of Birth ○ Nationality ○ Valid Security Clearance start date and end date ○ Vehicle registration no.
Offboarding:	The offboarding plan for this Call-Off Contract is to be agreed no less than 1 month from the contract end date. All passes and any equipment held from the Authority must be returned in accordance with Defence Digital clearance procedures which will be made available to the supplier during onboarding.
Collaboration agreement:	Not applicable.
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000. The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off

	Contract Term.
Insurance:	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim and in the aggregate. • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit:	The Supplier will require 14 days notice for an audit.
Buyer's responsibilities:	The Buyer is responsible for the activities identified in Schedule 1 of this Call-Off Contract, including but not limited to: 1) Granting access to MOD premises and facilities that are necessary to enable the Supplier to provide the Services as specified within this Call-Off Contract. 2) Granting access to any relevant stakeholders, datasets and artefacts required to complete the Services. [REDACTED] Dependencies 4) The Parties agree the following dependencies: a. The Buyer will obtain any third-party consents (if required) and ensure that access to MOD Site, IT equipment and relevant internal resource is available as required. b. The Buyer will provide sufficient access to existing relevant data sets and artefacts including (but not limited to): i. Capability documents including planned maturity assessments ii. Existing architecture capability models and reference architectures iii. Technology strategy documents and architecture principles iv. Application portfolio data and associated roadmaps v. Physical site, applications and infrastructure inventories vi. Designated key points of contact and time commitment from stakeholders as required to complete the scope of work for the workstreams highlighted above

Supplier's information

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

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

Payment method:	The payment method for this Call-Off Contract is CP&F.
Payment profile:	The payment profile for this Call-Off Contract is a monthly invoice.
Invoice details:	The Supplier will issue electronic invoices once approval has been granted for the deliverables aligned to each milestone. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent electronically via CP&F.
Invoice information required – for example purchase order, project reference:	All invoices must include the contract reference number (RM1557/CCT944), and PO number. Invoices must provide a full breakdown of the costs incurred for the Authority's review and approval.
Invoice frequency:	Invoice will be sent to the Buyer on acceptance of deliverables in each milestone, in accordance with the Acceptance Process.
Call-Off Contract value:	The total value of this Call-Off Contract is £947,000.00 excluding VAT.

Call-Off Contract charges:	The estimated breakdown of the Charges is:		
	Milestone Reference	Estimated Completion Date	Supplier Charges
	1	27/11/2020	
	2	22/01/2021	
	3	26/02/2021	
	4	26/03/2021	
	5	16/04/2021	
	Total Estimated Charges:		£947,000.00

Additional Buyer terms

Performance of the service and deliverables:	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: - Monthly meeting with Programme Director <u>Acceptance Process</u> Unless otherwise defined for specific Deliverables, the Acceptance Criteria for the duration of the Services are as specified below: - Attend weekly progress reporting sessions with the Buyer. - Provide a written report (or format as otherwise agreed with the Buyer) for the weekly progress reporting sessions to the Buyer. This will be in relation to the progress of the activities & Deliverables, including the target dates. - Obtain sign off on weekly reports from representative of the Buyer. The Parties agree that the Deliverables will be reviewed and approved (such approval not to be unreasonably withheld) in line with the following procedure: - Following submission of the Deliverables to the Buyer, the Buyer has 3 Working Days to provide comments or approval to the Supplier. If such notice is not received within this period, the Deliverable will be deemed accepted. - Following receipt of the comments, the Supplier has 2 Working Days to respond to the Buyer upon return of the comments. - Following responses to the above, the Buyer has 1 Working Day to respond and provide approval or further comments. Where further comments are provided, the Buyer and Supplier will jointly agree the timelines for resolution. Governance - Overall governance, management and reporting will be to and [REDACTED], reporting to [REDACTED] (Dir Digital

	Enablement) who will review and authorise any invoices submitted for payment. 2. IR35 does not apply to this engagement. 3. Defence Cyber Protection Partnership (DCPP) Ref: RAR-3XM7662P. The risk level is Low. Supplier to respond/complete the Supplier questionnaire. Supplier to provide a valid Cyber Essentials certificate to Comrcl. If supplier cannot meet the required standard after completing the questionnaire, an improvement plan is required to be submitted to Comrcl. 4. Authorisation by the Crown for use of Third-Party Intellectual Property Rights. Where an assumption or dependency within this SOW, or an obligation on the Buyer is not performed or proves to be incorrect, it may cause changes to the schedule, pricing, expenses, Supplier inputs, level of effort required or otherwise impact the Supplier's performance under this SOW and the Supplier will have no liability with respect to its inability to perform the services resulting therefrom. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved. Assumptions 5. The Parties agree the following assumptions: a. The Charges are based on Supplier's G-Cloud 11 ratecard, outlined in Schedule 2. b. The Charges are fixed, based on 25 working weeks between 19/10/2020 – 16/04/2021 inclusive, with an assumed 2 week minimum shutdown over Christmas and New Year 2020. c. The fixed price outlined in Schedule 2 and the scope of services in this Schedule 1 are based on the statement of requirements received 08/09/2020. Any changes to scope, deliverables, timeframes or otherwise shall be addressed via the Variation Procedure and may be subject to additional charges. d. Supplier resources will not have access to or process any Personal Data. e. All activities in this Call-Off Contract will take place remotely for the duration of the term, in line with the Remote Work Protocols, as outlined in the Order Form and Annex 2 of this Call-Off Contract. If on-site attendance is required for Supplier personnel then the Supplier and the Buyer will work together to understand any relevant Health & Safety protocols (or otherwise) or changes to this Call-Off Contract prior to any
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	on-site visits, including seeking any further necessary consents or approvals to do so. f. There are no resources that would be within the scope of TUPE that could transfer to the Supplier in any event.
Guarantee:	Not applicable.
Warranties; representations:	Not applicable.
Supplemental requirements in addition to the Call-Off terms:	
Alternative clauses:	Not applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms:	Call Off Clause 11 (IPR) has been replaced in it's entirety by DEFCON 703 Narrative. DEFFORM 47 Narrative 'IPR Restrictions' applies (incorporated in Clause 11). (Note: In relation to Deform 47 Narrative, The Authority reserves the right to prevent Background being brought in). DEFCON 632 (08/12) applies.
Public Services Network (PSN):	Not applicable.
Personal Data and Data Subjects:	Not applicable.

1. Formation of contract

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

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:		
Title:		ISS Comrcl D 13
Signature:		 
Date:		30.10.2020

Schedule 1 – Services

Context

1. The Digital Enablement Directorate leads on implementing the overarching Enterprise Architecture across Defence. To that end, the Directorate develops, maintains, and governs the Enterprise Architecture (EA), defining the EA and architecture review processes, and leading the integration of these with related business and ICT processes and supporting Digital and Technical standards.
2. In order to enable the modelling of the Enterprise Architecture for the Maturity, it is essential that a coherent model of the future Enterprise Architecture against key themes such as Cloud strategy and Catalogue hosting at all classification levels, is established that will inform strategic planning and guidance that when communicated will provide a roadmap that will drive coherence and best practice across Defence.
3. This work will set the standards and roadmaps for Pan Defence ICT.

Scope

4. The requirement is split into two distinct phases:
 - a. Discovery and Consolidation – An initial 6 months period delivering two distinct workstreams (see para **Error! Reference source not found.**); and
 - b. Development – An optional 6 month period where the scope of work will be determined by the outputs from Discovery and Consolidation (see para 7).
5. Discovery and Consolidation
 - a. The support work during this phase will be undertaken through 2 distinct Workstreams:

Workstream 1 – EA Capability Development

- (1) Define the Enterprise Architecture Op Model and value proposition in line with overall DD objectives including
 - (a) Capabilities and Organisation (Central v Federated)
 - (b) Governance and KPIs
 - (c) Processes, Operability and Tooling
- (2) Support syndication and engagement of TLB stakeholders to obtain buy-in and understand strategic imperatives to inform development
- (3) Refine the Architecture framework including the capability model templates for the Architecture and roadmaps
- (4) Define the target Architecture principles and the minimum v end state compliance approach
- (5) Review planned TLB new investment demand items for next 1-3 years to understand target state technology imperatives and current gap against target state principles
- (6) Reference Architecture development for priority capability development FY 20/21.
- (7) It is anticipated that this workstream would consist of the following SMEs:
 - (a) Accountable Executive

- (b) EA Lead
- (c) Enterprise Architect
- (d) Project Analyst

Workstream 2 – Target Architecture Acceleration

(8) Complete a technical and functional review of existing Applications, including target state disposition (invest, retain, exit) against pre-defined future state platforms and data management classifications (eg Crown Hosting, MOD Cloud). Prioritise identification of, but not limited to:

- (a) Applications that are higher risk (eg tech EOL)
- (b) Applications associated with a Hard dependency (DC Exit or Physical Site Exit)
- (c) “No Regret” migration candidates

(9) Review planned TLB new investment demand items for next 1-3 years to understand target state technology needs and current gap

(10) Document transformation business case to underpin further investments:

- (a) Identify quick wins – FY 20/21
- (b) Medium term benefit opportunities identified

(11) Develop Cloud delivery model recommendations, based on

- (a) Review of Cloud engineering outcomes (LZ, prod, non-prod services)
- (b) Review planned Cloud product / service roadmap
- (c) Alignment of Cloud products / services and scalable delivery model to meet the Application requirements determined in items (a) and (b) above

(12) It is anticipated that this workstream would consist of the following SMEs:

- (a) Accountable Executive
- (b) TAA Lead
- (c) TAA Consultant
- (d) Business Case Consultant

b. The target Deliverables, as a result of the above workstreams and the associated target delivery dates are as follows. The Parties agree for Programme Increments 2 to 5, the Deliverable contents and outputs are indicative only and shall be agreed between the Parties by the date outlined or, as otherwise agreed with the Buyer:

Ser / Milestone Ref	Deliverables	Target Delivery Date
1	Programme Increment 1 - Support development of the Digital Backbone framework and its constituent components, focussed on the prioritised backlog - Support delivery of updated EA Operating Model deliverables, to include: - EA Vision and Purpose definition and Principles - EA Governance ToRs - EA Tooling Proposal - EA KPIs - Support iterative development and completion of in-flight Technology Strategies deliverables, to include: - API and Integration Strategy - Cloud Strategy - Legacy Modernisation point of view paper - Provide programme management support to Dir. of Digital Enablement and Hd. Enterprise Architect around key artefacts required in the period. For example: - Development of the North Star Vision paper for Functional Coherence Board (FCB) - Governance board inputs e.g. for FCB - Support continued activation of EA Community of Practice (CoP)	27 th November 2020
2	Programme Increment 2 – To be reconfirmed by 20/11/20 - Continued support for the EA Operating Model deliverables, that may include: - Refinements to Increment 1 artefacts (based on feedback) - Support iterative development of the EA Reference Framework (common tools and language) and process definition for usage across FLC/TLBs - Support iterative development and activation of the Technology Strategies workstream, that may include: - Review current FLC/TLB change portfolios against Technology Strategies (e.g. API and Integration, Cloud) - Development of Cloud Strategy and Legacy Modernisation review to identify key opportunities, that may include: - Commence top-down Cloud readiness assessment for priority applications and new FLC / TLB demand - Development of Cloud product/service roadmap recommendations - Identify initial view of quick wins (such as service rationalisation, legacy infrastructure retirement) - Continuation of programme management support to Dir. of Digital Enablement and Hd. Enterprise Architect around key artefacts required in the period. For example: - Governance board inputs e.g. for FCB - Support for EA CoP Annual Architecture Meet	22 nd January 2020
3	Programme Increment 3 - To be reconfirmed by 15/01/21 - Support embedding and activation of the EA Operating Model across FLC and TLBs - Support embedding and activation of the EA Reference Framework	26 th February 2021

	(common tools and language) across FLC/TLBs - Support iterative development and activation of the Technology Strategies workstream, that may include: - Artefact development against prioritised backlog (standalone or aligned to priority programmes) - Embedding across the strategic programmes from concept to decommissioning Support iterative development and activation Cloud and Legacy Modernisation Roadmap, that may include: - Confirm prioritised view of quick wins - Commence draft of Strategic Outline Business Case - Develop draft Cloud Delivery Model Recommendations Continuation of programme management support to Dir. of Digital Enablement and Hd. Enterprise Architect around key artefacts required in the period, that may include: - Governance board inputs e.g. for FCB - Support for EA CoP activities	
4	Programme Increment 4 - To be reconfirmed by 19/02/21 Support ongoing governance and adherence to the EA Operating Model across FLC and TLBs Support ongoing governance and adherence to the EA Reference Framework (common tools and language) across FLC/TLBs Continue iterative development and activation of the Technology Strategies workstream, that may include: - Artefact development against prioritised backlog (standalone or aligned to priority programmes) - Embedding across the strategic programmes from concept to decommissioning Support iterative development and activation Cloud and Legacy Modernisation Roadmap, that may include: - Documentation of project outline for quick wins - Complete draft Strategic Outline Business Case - Complete draft Cloud Delivery Model Recommendations - Continuation of programme management support to Dir. of Digital Enablement and Hd. Enterprise Architect around key artefacts required in the period, that may include: - Governance board inputs e.g. for FCB - Support for EA CoP activities	26 th March 2021
5	Programme Increment 5 - To be reconfirmed by 19/03/21 Close final backlog items Present, review and approve deliverables from this phase Identify and agree scope for next phase of EA and Technology Strategy workstreams	16 th April 2021

Table 1 - Discovery & Consolidation Phase Deliverables

6. Sprint-Based Support

Delivery shall be in an agile manner, using sprints to deliver initial outputs and Supplier will provide two (2) security-cleared sprint teams. An initial plan is outlined in Table 3 below, which is subject to change and refinement between the Parties for the duration of the Services:

Table 3 – Initial Sprint Plan

7. Development Phase

- a. The work to be undertaken within this phase is solely dependant upon the nature of the requirements generated from the deliverables from the Assessment phase above, and will be developed as the milestones above are achieved.

b. To that end a separate SOW will be developed within the existing contract period to cover the follow-on work which will inform a Business case that will seek funding for this next phase. For the avoidance of doubt, any work in the 'Development Phase' is excluded from this SOW.

[REDACTED]

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

The Parties agree a firm price for this work, excluding VAT and expenses.

MOD EA and TAA

[REDACTED]

[REDACTED]

This pricing is an estimate based on Supplier's understanding of size, scale and scope of the engagement, the assumptions and dependencies outlined in Schedule 1 and is subject to modification. For clarity, the price herein is exclusive of VAT and expenses.

[REDACTED]

[REDACTED]

[REDACTED]

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.

- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
- 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.4 (Relationship)
 - 8.7 to 8.9 (Entire agreement)
 - 8.10 (Law and jurisdiction)
 - 8.11 to 8.12 (Legislative change)
 - 8.13 to 8.17 (Bribery and corruption)
 - 8.18 to 8.27 (Freedom of Information Act)
 - 8.28 to 8.29 (Promoting tax compliance)
 - 8.30 to 8.31 (Official Secrets Act)
 - 8.32 to 8.35 (Transfer and subcontracting)
 - 8.38 to 8.41 (Complaints handling and resolution)
 - 8.42 to 8.48 (Conflicts of interest and ethical walls)
 - 8.49 to 8.51 (Publicity and branding)
 - 8.52 to 8.54 (Equality and diversity)
 - 8.57 to 8.58 (data protection)
 - 8.62 to 8.63 (Severability)
 - 8.64 to 8.77 (Managing disputes and Mediation)
 - 8.78 to 8.86 (Confidentiality)
 - 8.87 to 8.88 (Waiver and cumulative remedies)
 - 8.89 to 8.99 (Corporate Social Responsibility)
 - 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 Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
- 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 8.78 to 8.86. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights. Defcon 703 Narrative.

11.1 All intellectual property rights of any nature in the results generated in the performance of work under the Contract and recorded in any written or other tangible form (the 'Results'), including rights in inventions, designs, computer software, databases, copyright works and information shall vest in and be the property of the Authority. The Contractor shall take all necessary measures to secure that vesting. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where it has sub-contracted work under the Contract, it has secured that vesting in the work performed by its sub-contractors.

11.2 The Contractor shall take all necessary measures to irrevocably and unconditionally waive in favour of the Authority any and all moral rights and all other non-assignable rights conferred on the Contractors employees and sub-contractors in-respect of any copyright work created in carrying out the Contract. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where it has sub-contracted work under the Contract, it has secured that any and all moral rights in any copyright work created by the Contractors employees and its sub-contractors has been irrevocably and unconditionally waived in favour of the Authority.

11.3 The Authority may use, have used, copy and disclose the Results by itself or through third parties for any purpose whatsoever subject to the Contractor's patents and design rights (registered or unregistered) and to the rights of third parties not employed in the performance of work under the Contract.

- 11.4 The Authority shall determine whether any of the Results should be protected by patent or other protection. The costs of patent or like protection shall be borne by the Authority. The Contractor shall assist the Authority in filing and executing documents necessary to secure that protection. The Contractor shall use all commercially reasonable endeavours to secure similar assistance from subcontractors as appropriate. The costs of such patent or other protection shall be borne by the Authority.
- 11.5 The Contractor shall mark any copyright work comprising Results with the legend: 'UK Ministry of Defence © Crown-owned copyright [insert the year of generation of the work]'.
- 11.6 Apart from intellectual property rights vested in the Authority by virtue of Clause 1, ownership of, or rights in, all other intellectual property are not transferred to the Authority by this Condition.
- 11.7 Unless otherwise agreed with the Authority, the Contractor shall retain a copy of the Results together with records of all work done for the purposes of the Contract for six years after the completion of the Contract.
- 11.8 The Authority shall have the right to require the Contractor to furnish to the Authority copies of any and all of the Results and such records for so long as they are retained by the Contractor. A reasonable charge for this service based on the cost of providing it will be borne by the Authority unless already included in the price of the Contract.
- 11.9 The Contractor shall treat the Results as if received in confidence from the Authority and:
- shall not copy, use or disclose to a third party any of the Results without the prior written consent of the Authority, except that the Contractor may without prior consent, copy and use the Results, and disclose the Results in confidence to its officers, employees and sub-contractors, to such extent as may be necessary for the performance of the Contract or any sub-contract under it or in the exercise of any right granted pursuant to Clause 12 of this Condition; and
 - shall take all reasonable precautions necessary to ensure that the Results are treated in confidence by those of its officers, employees and sub-contractors who receive them and are not further disclosed or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.
- 11.10 The Contractor shall ensure that his employees are aware of his arrangements for discharging the obligations at Clause 8 and take such steps as may be reasonably practical to enforce such arrangements.
- 11.11 The confidentiality provisions of Clause 9 shall not apply to the Results or any part thereof to the extent that the Contractor can show that they were or have become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the parties.
- 11.12 The Contractor shall not be in breach of the confidentiality obligations contained in this Condition where it can show that any disclosure of the Results was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Contractor shall ensure that the recipient of the Results is made aware of and asked to respect its confidentiality and, wherever possible and permitted by law, shall notify the Authority as soon as practicable after becoming aware that such disclosure is required. Such disclosure shall in no way diminish the obligations of the Contractor under this Condition.
- 11.13 For the purposes of this Clause 13 "Background IPR" means any intellectual property rights, including patents or registered designs granted in respect of any patent or registered design applications, made before the date of issue of the Authority's first written ITN for the Contract and any such applications made after that date in respect of inventions or designs first reduced to writing

by the inventor(s) or designer(s) before that date or any intellectual property rights which have otherwise been developed independently of the Contract (whether prior to the date of the ITN or otherwise). To the extent any Results delivered in accordance with this Condition makes any use of, or relies in any way on Background IPR supplied by Contractor (or Background IPR supplied by the Contractor is necessary or desirable to be able to use all or any part of the Results), the Contractor hereby provides the Authority a non-exclusive, irrevocable, worldwide, transferable, sub-licensable, royalty-free license to use such Background IPR for the purposes of exercising its rights in relation to the Results.

11.14 The Contractor shall be entitled to request consent from the Authority to re-use (under licence or otherwise) the Results and intellectual property rights vested in the Authority by virtue of Clause 1 for other purposes including, but not limited to, tendering for other work for the Authority or work for another UK Government department. Such consent shall be properly considered by the Authority taking into account matters such as national security and the rights of third parties.

11.15 **IPR Restrictions Deform 47 Narrative:** (Note: The Authority reserves the right to prevent Background being brought in)

1. Where the Contractor Deliverables are subject to IPR that has been exclusively or part funded by Private Venture, Foreign Investment or otherwise than by Authority funding you must provide details of any Contractor Deliverable which will be, or is likely to be, subject to any IPR restrictions or any other restriction on the Authority's ability to use or disclose the Contractor Deliverable, including export restrictions. In particular, you must identify:
 - a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
 - b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant contract or subsequent use by or for the Authority of any Contractor Deliverables;
 - c. the nature of any allegation referred to under sub-paragraph 1.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information and / or;
 - d. any action you need to take or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 1.b.
2. You must, when requested, give the Authority details of every restriction and obligation referred to in paragraph 1. The Authority will not acknowledge any such restriction unless so notified under paragraph 1 or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.
3. If you have previously provided information under paragraphs 1 and 2 you can provide details of the previous notification, updated as necessary to confirm their validity.

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 Protection of Sensitive Information and Assets 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/collection/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 all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 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 8.87 to 8.88 (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 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7

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:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the

	Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: • 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 GDPR.
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	event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy; iii) (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 GDPR
Default	Default is any: • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	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: • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.11 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.
Government Procurement Card	The Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 .
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.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for

	any of the rights listed at (a) that are capable of being registered in any country or jurisdiction all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: - the supplier's own limited company - a service or a personal service company - a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
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 GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
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).
Security Management Plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
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	The person, firm or company identified in the Order Form.
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 - GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1 - Processing Personal Data (NOT USED).

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: Ian Henderson, email: cio-dpa@mod.gov.uk

1.2 The contact details of the Supplier's Data Protection Officer are:
email: N/A

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	N/A
Duration of the Processing	N/A
Nature and purposes of the Processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	N/A
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Annex 2 – Remote Work Protocols

This Annex 2 sets out the remote work protocols to be followed by the Parties.

Workstations:

The Supplier will implement controls for all workstations/laptops on Supplier provided devices that are used in connection with service delivery/receipt incorporating the following:

- Encrypted hard drive;
- Software agent that manages overall compliance of workstation and reports a minimum on a monthly basis to a central server;
- Patching process so that workstations are current on all required patches;
- Ability to prevent non-approved software from being installed (e.g., peer-to-peer software);
- Antivirus with a minimum weekly scan;
- Firewalls installed;
- Data Loss Prevention tool (subject to any legal requirements, e.g. Works Council); and
- Web filtering.

Access Control:

- Two factor authentication is enabled on The Buyer and Supplier VPN;
- The Buyer will promptly provision authentication credentials, including any additional requirements to support The Buyer's two factor authentication;
- The Buyer and The Supplier will promptly deactivate authentication credentials where such credentials have not been used for a period of time (such period of non-use not to exceed six months);
- The Buyer and the Supplier will deactivate authentication credentials upon notification that access is no longer needed (e.g. employee termination, project reassignment, etc.) within two business days; and
- The Buyer and The Supplier to manage the access controls using the least privilege access protocols where applicable.

Connectivity:

- Where the Supplier personnel connect to the Supplier networks and infrastructure, the Supplier is responsible for applying the Supplier's standard technical and organizational security controls to such the Supplier-provided workstation/laptop and the Supplier environment.
- Where the Supplier personnel are using the Supplier or Buyer-provided desktop and/or laptops and accessing the Buyer network, environments and systems, via VDI, The Buyer is responsible for applying The Buyer's standard technical and organizational security controls in respect of such network, environments and systems to the Buyer's network and environments.
- The Supplier cannot confirm that the wireless network used by such The Supplier personnel is protected with agreed upon security standards.

Physical Controls: Any contractual requirements to provide specific physical and environmental security controls at the Supplier personnel's work location when working remotely will not apply, including, but not limited to, the following:

- Secure bays;
- Presence of security guards to prevent unauthorized resources from accessing the work site;
- Use of CCTV to monitor access and the work environment;
- Use of cross-cut shredders to dispose of hard copy;
- Prohibition of cell phones and other cameras during work.

The Buyer Standards: To the extent reasonably possible, the Supplier personnel working remotely will continue to abide by the applicable Buyer policies and standards in performing the Services. Such policies govern and control within the Buyer's systems and environments.