



## G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

### **G-Cloud 13 Call-Off Contract**

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## Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Platform service ID number</b>	<a href="#">188461433336395</a> - OCTANE Data Integration and Reporting for Law Enforcement  <ul style="list-style-type: none"> <li>• <a href="#">Pricing document</a></li> <li>• <a href="#">Skills Framework for the Information Age rate card</a></li> <li>• <a href="#">Service definition document</a></li> <li>• <a href="#">Terms and conditions</a></li> </ul>
<b>Call-Off Contract reference</b>	SCM143
<b>Call-Off Contract title</b>	OCTANE Cloud Software and Support for APMIS
<b>Call-Off Contract description</b>	<p>Software licences, maintenance, support, and configuration of Supplier's OCTANE platform for the Buyer's participation in the Agency and Partner Management Information System (APMIS) common data management platform (the "System") under the lead organisation, the <b>REDACTED TEXT under FOIA Section 40</b> (the "Lead Organisation").</p> <p>This agreement includes the licences for the requested number of users specific to the Buyer and related organisations, and associated cloud-services for this platform including on-boarding of users and organisations, configuration for the Buyer's use-cases including workflows and data, and including proportionate contribution towards the benchmarked on-going underlying common infrastructure cost on the Lead Organisation nominated infrastructure platform, and on-going support and maintenance of the APMIS platform including updates to the Supplier's OCTANE platform.</p>
<b>Start date</b>	01 April 2023
<b>Expiry date</b>	31 March 2026

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	<p>£176,827.20 excluding VAT.</p> <p>Extension Option up to 12 month extension £60,772.80 (excl VAT)</p> <p>Non-committed Call-off Charges (subject to subject to additional Home Office Internal controls and approval at the time of amendment.)</p> <p>Optional further spend should additional licence be required: 2024 - 2027 (Based on estimated 10% uplift each year): <b>£68,500.00 excl VAT</b></p> <p>The total estimated contract value is <b>£306,100.00 excl. VAT</b></p> <table><tr><td></td><td><b>Years</b></td><td><b>Cost (ex VAT)</b></td></tr><tr><td rowspan="3"><b>Initial 3 year Term</b></td><td><b>2023/24</b></td><td>£55,281.60</td></tr><tr><td><b>2024/25</b></td><td>£60,772.80</td></tr><tr><td><b>2025/26</b></td><td>£60,772.80</td></tr><tr><td><b>12 Month Extension</b></td><td><b>2026/27</b></td><td>£60,772.80</td></tr><tr><td colspan="2"><b>Optional further spend should additional licence be required: 2024 - 2027</b></td><td>£68,500.00</td></tr><tr><td colspan="2"><b>Call-Off Contract value</b></td><td><b>£306,100.00</b></td></tr></table>		<b>Years</b>	<b>Cost (ex VAT)</b>	<b>Initial 3 year Term</b>	<b>2023/24</b>	£55,281.60	<b>2024/25</b>	£60,772.80	<b>2025/26</b>	£60,772.80	<b>12 Month Extension</b>	<b>2026/27</b>	£60,772.80	<b>Optional further spend should additional licence be required: 2024 - 2027</b>		£68,500.00	<b>Call-Off Contract value</b>		<b>£306,100.00</b>
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<b>Call-Off Contract value</b>																				
<b>Charging method</b>	BACS as specified in Schedule 2																			
<b>Purchase order number</b>	To be confirmed post contract signature.																			

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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 Services 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.

<b>From the Buyer</b>	<b><u>The Secretary of State for the Home Department</u></b>  Buyer's main address:  2 Marsham Street  London  SW1P 4DF
<b>To the Supplier</b>	<b>IB Boost Ltd</b>  <b>Supplier's address:</b>  86 – 90 Paul St  London  EC2A 4NE  United Kingdom  <b>Company number:</b>  07027475

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	<p><b>VAT Reg No:</b></p> <p>982 5893 61</p> <p><b>Phone:</b></p> <p>+44 (0) 118 230 1337</p> <p><b>Email:</b></p> <p><b>REDACTED TEXT under FOIA Section 40</b></p>
<b>Together the 'Parties'</b>	

### Principal contact details

<b>For the Buyer</b>	<p><b>Name:</b> <b>REDACTED TEXT under FOIA Section 40</b></p> <p><b>Role:</b> Commercial Manager</p> <p><b>Email:</b> <b>REDACTED TEXT under FOIA Section 40</b></p> <p>In the absence of the above:</p> <p><b>Email:</b> <b>REDACTED TEXT under FOIA Section 40</b></p>
<b>For the Supplier</b>	<p><b>Name:</b> <b>REDACTED TEXT under FOIA Section 40</b></p> <p><b>Address:</b> 86-90 Paul St, London, EC2A 4NE</p> <p><b>Phone:</b> <b>REDACTED TEXT under FOIA Section 40</b></p> <p><b>Email:</b> <b>REDACTED TEXT under FOIA Section 40</b></p>

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### Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on 1 <sup>st</sup> April 2023 and is valid for 36 months until 31 <sup>st</sup> March 2026.
<b>Ending (termination)</b>	<p>Licences and maintenance and support costs including hosting costs are established on twelve-month minimum terms for the discounted rates provided under the Annual Licence Plan (as defined in the relevant Pricing Schedule document for the specified service ID) and as such may not be terminated within the first twelve months in order to be entitled to this discount.</p> <p>Thereafter the Buyer will be entitled to terminate the contract as per Clause 18 of the Call-Off Contract, subject to any further renewals based on minimum twelve-month periods. Licences, once purchased for a period, will not be refunded.</p> <p>As Supplier cannot produce a detailed exit plan without confirmation from the Buyer and Lead Organisation of the goal and target of any migration, the requirements of an exit plan in Clause 21 of the Call-Off Contract shall be deemed met by the Supplier by the terms of this Order Form which provides a standard off-boarding approach for transferring Buyer Data and Project Specific IPRs without any Buyer-specified instructions.</p> <p>If any changes to the exit plan or off-boarding approach specified in this Call-Off are requested and mutually agreed in writing by the Parties in the event of termination of this agreement, any material differences in this agreed exit plan from that agreed in this Call-Off will be charged to the Buyer for reasonable costs for any additional effort involved, at the respective prevailing SFIA Rates, terms of which should be agreed in writing. Parties agree that any such variations and the effort required to implement them cannot be pre-determined without such instruction from the Buyer.</p> <p>In particular, Clause 19 of the Call-Off Contract shall not apply automatically without written confirmation by the Buyer of intention to terminate. Supplier shall not be held liable for any damages or costs, or loss of Buyer Data should Services be terminated without Buyer giving written notice of termination and requirements for off-boarding, and</p>

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	without a subsequent agreement being established to procure similar or equivalent services from the Supplier.
<b>Extension period</b>	This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier one month's written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below and Supplier shall be entitled to rely on any such extensions requested by the Buyer in order to ensure continuity of Services.

### 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.

<b>G-Cloud Lot</b>	This Call-Off Contract is for the provision of Services under: Lot 2: Cloud software
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>Cloud Software Licences Cloud Software Maintenance and Support Cloud Software Implementation and Configuration Services Cloud Software Hosting Infrastructure Costs</p> <p>Volumes of services are as defined in Schedule 1.</p> <p><a href="#">188461433336395</a> – OCTANE Data Integration and Reporting for Law Enforcement</p> <ul style="list-style-type: none"><li>• <a href="#">Pricing document</a></li><li>• <a href="#">Skills Framework for the Information Age rate card</a></li><li>• <a href="#">Service definition document</a></li><li>• <a href="#">Terms and conditions</a></li></ul>
<b>Additional Services</b>	As defined in Schedule 1 below.

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<b>Location</b>	<p>Services will be delivered remotely from Supplier offices or infrastructure where possible, entirely hosted within the agreed cloud infrastructure account dedicated to the OCTANE platform, as instructed by the Lead Organisation, and administered by the Supplier.</p> <p>However, both parties agree that for consulting, training, and integration work, it is expected that Supplier personnel would avail themselves as is mutually convenient when it is agreed to be more effective and efficient to do so. Services provided at Buyer nominated locations including their premises at the Buyer's request shall be subject to the relevant Travel and Subsistence policy, excluding travel to the Buyer's primary regular place of business for necessary activities as to be agreed by the Parties from time-to-time .</p> <p>Where delivery of Services is required and specified, they will be delivered to:</p> <p>Service will be delivered remotely unless otherwise requested by the Buyer.</p> <p>Location may vary depending on the needs of the Buyer.</p> <p>The Buyer's primary regular place of business shall be:.</p> <p>Service will be delivered remotely unless otherwise requested by the Buyer.</p> <p>Location may vary depending on the needs of the Buyer.</p>
<b>Quality Standards</b>	<p>There are no specific quantitative quality standards to be applied to these Services. Quality will be assured using the Supplier's regular quality standard approach and conforming to the commonly agreed quality standards for the platform implementation. It is understood that the Buyer's acceptance of UAT results and the go-live of the configuration into the production platform shall be deemed sufficient evidence of acceptance of the delivery of all configuration, customisation, or implementation work, as appropriate.</p> <p>Processes for development will adhere to the standards defined in</p>

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	<p>the Cyber Essentials certification scheme and Supplier will maintain such policies and/or practices, as to retain such certification. CESA standards to be generally followed for architectural design and implementation, where aligned with Buyer needs.</p> <p>The Supplier will maintain a register of reported defects and functionality requests, with data from this system made available to the Buyer upon request at any stage.</p> <p>The Supplier will implement a modern, continuous integration software delivery environment. All requirements will be traced in an auditable fashion, all changes to code and configuration will be controlled through a modern source control management system, all builds will be automatically tested, all released software artefacts will be stored in an immutable fashion, and all deployments will be automated to the extent reasonably possible through the project.</p>
<b>Technical Standards:</b>	<p>There are no specific technical standards to be met beyond the existing common solution technical design and associated Security Aspects Letter as agreed with the platform Lead Organisation.</p> <p>A cloud hosting infrastructure provider will be used to host the System and all related auxiliary software systems and project data in UK data centres, and to make available the System to the Buyer's users, and will be certified with ISO9001, ISO20000, ISO27001 and ISO27018 (as appropriate for data) (hereafter, the "Infrastructure Provider"). Buyer warrants that the choice of Infrastructure Provider by the Lead Organisation meets all their security and technical standards for the specified purpose.</p> <p>For the duration of the Call-Off Contract Term, the Infrastructure Provider, as instructed by the Lead Organisation, is agreed to be Microsoft Azure. Statements and certificates of compliance with technical standards for Azure services are currently available at <a href="https://learn.microsoft.com/en-us/azure/compliance/offerings/">https://learn.microsoft.com/en-us/azure/compliance/offerings/</a>.</p> <p>The Buyer warrants the Infrastructure Provider is sufficient for their expected needs of the platform providing the services during the course of this contract and compliant with all necessary data security, quality, and operation standards.</p> <p>Communication outside of the Infrastructure Provider networks from Buyer networks or those of their users shall use SSL encryption with a minimum of TLS v1.2 with 2048-bit keys. Parties accepts that organisations utilising the OCTANE platform are</p>

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	<p>required to use modern, secure browsers and deviations to technical standards specified herein may be required for Buyer or other platform user technical limitations, such as the use of end-of-life browsers.</p> <p>The Supplier will assist with any penetration testing or accreditation process that the Buyer wishes to procure, at the Buyers expense, and at the relevant SFIA rate card.</p>
<p><b>Service level agreement:</b></p>	<p>The service level and availability criteria required for this Call-Off Contract are as detailed in Schedule 1.</p> <p>Both Parties accept that these details are more specific and precise definitions of the high-level service levels specified in the Supplier's Service Definition, or as requested by the Buyer as requirements for the Services.</p> <p><a href="#">188461433336395</a> – OCTANE Data Integration and Reporting for Law Enforcement</p> <ul style="list-style-type: none"> <li>• <a href="#">Pricing document</a></li> <li>• <a href="#">Skills Framework for the Information Age rate card</a></li> <li>• <a href="#">Service definition document</a></li> <li>• <a href="#">Terms and conditions</a></li> </ul>
<p><b>Onboarding</b></p>	<p>The onboarding plan for this Call-Off Contract is defined in the Buyer's implementation services as defined in Schedule 1 and as further tracked at a more detailed level in the dedicated Services project tracking software. Onboarding of further users or organisations and migration to the Services of their data and processes will be conducted under the additional configuration and implementation services envisioned herein.</p> <p>The Supplier's staff will need to have SC-level clearance before the Supplier can access the Buyer's data. The Buyer acknowledges that sponsorship of SC applications will be required and that delays may impact on the delivery dates of milestones. The Buyer agrees to support applications for sufficient Supplier staff through the SC process to provide good, uninterrupted service in support of the Services. The Supplier acknowledges that any staff sponsored by the Lead Organisation through the SC clearance process will need to be available to work on the Lead Organisation account for a minimum of 8 months after obtaining SC clearance whilst they stay in the employment of the supplier, unless otherwise agreed with the Buyer.</p>

<b>Offboarding</b>	<p>The offboarding and exit plan for this Call-Off Contract is in providing a suitable method for extracting data from the Services data stores relating to Buyer data, and Project Specific IPR, however Parties agree due to the unique nature of the Services it is not feasible to produce a specific exit plan without Buyer specific input regarding the specific offboarding requirement, including the nature and format of any extracts and migration, and the destination of the functionality. Accordingly, creation of a dump of data storage in compliance with the documented data structure and delivery via a Buyer-nominated secure destination is deemed a sufficient default exit plan in relation to the data contained therein in order to return Buyer Data.</p> <p>By default, the exit plan shall be for the Supplier to:</p> <ol style="list-style-type: none"><li>1. Creates MySQL compatible database dumps for the production APMIS environment, which include all Buyer Data on the APMIS platform;</li><li>2. Create tar/zip archives of all customer-specific auxiliary systems within the Infrastructure Provider account containing canonical data used to manage the application environments technically (specifically, the restricted Redmine instance);</li><li>3. Create tar/zip archives of the Git repositories stored within the Infrastructure Provider tenancy;</li><li>4. Encrypt these archives with a GPG key, the decryption key to be provided to Buyer-specified staff via a mechanism to be confirmed in writing no less than ten (10) business days prior to Ending;</li><li>5. Transfer these archives to a Buyer-specified technical destination that is accessible via the current Infrastructure Provider and according to a security protocol to be confirmed by the Buyer not less than ten (10) days prior to Ending of the Call-Off Contract. Such transfers shall be made not greater than five (5) days after Ending of the Call-Off Contract, subject to Buyer-specification being made of the technical destination and access to the Supplier being granted on the timelines stated herein;</li><li>6. In the case where the Buyer is the Lead Organisation for a System used by other entities and Supplier has engaged with these entities at Buyer request in bilateral arrangements (whether under this Framework or other contractual mechanism), the Buyer warrants to procure written agreement from all such parties not less than ten (10) days prior to</li></ol>
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	<p>Ending confirming the Ending of Services and Buyer shall be responsible for onwards delivery of any data to such entities based upon the archives delivered as described herein;</p> <p>7. Where no licence is retained by other Parties on the System to utilise the Buyer Data after the Buyers exit, the Supplier will retain archival copies of these transfers on the Infrastructure Provider account for not longer than ninety (90) days, solely for the purpose of being able to re-deliver or to restore services, before final, irrevocable and permanent deletion, with the System-dedicated Infrastructure Provider account tenancy deleted within thirty (30) days following this final deletion.</p> <p>As specific exit plan instructions would change according to usage of the Services over time, the state of the data and system usage, and the target system(s) for the relevant data and services, due to the unique configuration of Supplier's solution to Buyer requirements within the Service software platform, Parties agree and acknowledge that the for the purpose of the exit plan requirements at clauses 21.3 to 21.8, the following provisions in this Offboarding section shall constitute the additional exit plan requirements and shall be the Buyer's sole exit plan.</p> <p>Following termination or expiry of this Call-Off Contract and a written request from the Buyer to the Supplier, the Supplier is able to provide the above services to support the Buyer in transitioning from the Supplier's cloud service. Conducting the above exit plan is at Supplier's expense.</p> <p>Material changes to this default exit plan, may require modification to this exit plan or creation of an additional exit according to Buyer needs ("Modified Exit Plan"). A Modified Exit Plan, greater in scope to the default exit plan specified above, or on modified timelines, such as due to Buyer obligations not being met in sufficient time, shall be provided only upon demand by the Lead Organisation and issuance of a purchase order for any time the Supplier spends in creating this Modified Exit Plan, or in other off-boarding activities, which will be chargeable on a Time and Materials basis according to the relevant SFIA rate card for the relevant Service definition. Buyer will remain liable for all costs not reasonably avoidable associated with the creation, modification, review, or execution of such a Modified Exit Plan. Clause 22 shall not apply without mutual written agreement of a transfer of services to another supplier specifying in sufficient detail</p>
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	the technical and operational needs of such a transfer.
<b>Collaboration agreement</b>	N/A
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party (whether expressed as an indemnity or otherwise) will not exceed <b>£1,000,000</b>.</p> <p>The annual total liability of either Party (whether expressed as an indemnity or otherwise) for all Property Defaults will not exceed <b>£1,000,000</b></p> <p>The annual total liability for Buyer Data Defaults will not exceed <b>125%</b> of the Charges payable by the Buyer to the Supplier for the Services during the Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed <b>125%</b> of the Charges payable by the Buyer to the Supplier for the Services during the Contract Term.</p>
<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"><li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li><li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li><li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li></ul>

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	<p>The insurance policy shall be maintained for the Contract Period of this Call-Off Contract. Terms are as defined in Part B of this Call-Off Contract.</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for, if necessary, the granting of access to the relevant sites, including granting accounts and rights to any third-party systems required for the integration activities. Buyer must provide sufficient access to domain knowledge experts who will state specific requirements and to technically enable the expected users to be able to access the software system providing Services.</p> <p>Further extension work to the System, including on-boarding, configuration and migrating other users, teams, departments, agencies, or organisations, is estimated on a duration basis without commitment to delivering specific functionality until both the Buyer and Supplier agree on the terms and specification of the delivery.</p> <p>As connectivity to the system for users (both Buyer staff and external) is through Buyer-controlled hardware and/or network systems and software, the Buyer has responsibility for ensuring that such systems permit access to the System according to the specified and agreed methods. Any changes required to the System to maintain access due to changes to these systems are not covered in the attached Services. Buyer will still be liable for all charges even in the case they are unable to utilise the Services due to technical or other inability to access the System on the agreed terms.</p> <p>It is acknowledged that the Supplier provides the System on the public cloud Infrastructure Provider chosen by the System Lead Organisation and, thus, continued access and use of the infrastructure is a pre-requisite for continued use of the System. The Buyer accepts the risk of use of the chosen Infrastructure Provider and is responsible for procuring or making available any alternative infrastructure service with equivalent capabilities should for any reason the Infrastructure Provider be insufficient to meet Buyer requirements. In particular, Supplier shall not be liable for any damages or associated costs due to Infrastructure Provider failures or interruption of Services due to actions of the Infrastructure Provider, whether due to intentional action or omission.</p>

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	<p>Parties agree that expected usage of the System on the Infrastructure Provider does not breach any of the terms of conditions of the infrastructure platform. Lead Organisation shall be responsible for nominating a business continuity and disaster recovery mechanism should the designated Infrastructure Provider be unable to continue providing hosting services required for the System for any reason. Lead Organisation shall provide to, or approve for, the Supplier a secure technical mechanism with which to deliver backups and service recovery configuration outside of the Infrastructure Provider services. Supplier shall not be liable for any costs associated in maintaining such an alternative when provided to the Supplier. Supplier recommends that Lead Organisation provides a public key for asymmetric encryption to the Supplier, for which the Lead Organisation retains the corresponding private key securely, and with which Supplier can encrypt disaster recovery archives containing necessary artifacts for storage on equivalently secure public cloud infrastructure, to be used to restore the service in case of Infrastructure Provider service failure. In cases where Lead Organisation does not approve or develop such a mechanism, Supplier shall not be liable for any costs or damages or loss of Buyer Data or the System due to inability to access Infrastructure Provider services including termination or blocking of Supplier's Infrastructure Provider cloud infrastructure account</p> <p>Any additional work required to be done for such a migration or transfer of the infrastructure platform is not covered under any of the services listed herein and would be expected to be charged on a Time and Materials basis according to the respective SFIA Rate Card listed with the given Platform Service ID.</p> <p>Buyer shall establish and maintain throughout the period all agreements with the Lead Organisation necessary to enable and continue use of the System and all its functions subject to the data access extent and controls imposed on the Buyer Data as agreed by the Supplier with the Buyer and/or the Lead Organisation.</p>
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<b>Buyer's equipment</b>	<p>Where a decision is made to utilise existing customer infrastructure or systems for the application, the customer will provide such resources and all applicable support in the use required for the system.</p> <p>Regardless of platform choice, when required to test or demonstrate system functionality on the customer's premises, customer shall make such equipment reasonably required for the Supplier to discharge such responsibilities.</p>
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### Supplier's information

<b>Subcontractors Partners</b>	<b>or</b>	<p>There are no Supplier Subcontractors or Partners, however it is noted that cloud computing Infrastructure Provider on which the System runs is decided by the Lead Organisation and if any terms of this agreement relating to Subcontractors or Partners are deemed applicable to the Infrastructure Provider in the provision of the Services then Buyer agrees and accepts that the choice of Infrastructure Provider by the Lead Organisation is deemed acceptance that the service provided by the Infrastructure Provider meets all requirements of Subcontractors and/or Partners within this agreement and Supplier holds no further obligations under this agreement, including, but not limited to, Clauses 21 and 36 of the Framework Agreement and Clause 12 of the Call-Off Contract.</p> <p>As at the Effective Date of this agreement the Infrastructure Provider is Microsoft Azure.</p>
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### Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS.
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<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is annually in advance for pre-paid licences, which incorporates support and maintenance, and infrastructure charges.</p> <p>Analysis and implementation services, incorporating configuration, implementation, and customisation activities, will be paid following invoices issued in arrears following delivery of agreed milestones as detailed in Schedule 2 or any related Variations.</p> <p>The payment profile for this Call-Off Contract is located in Schedule 2.</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices according to the Invoice frequency details and as further specified in Schedule 2.</p> <p>The Supplier will issue electronic invoices annually in advance.</p> <p>The Buyer will pay the Supplier within <b>30</b> days of receipt of a valid invoice.</p>
<b>Who and where to send invoices to</b>	<p>Invoices will be sent to email as the primary method for delivery to the address below:</p> <p><b>REDACTED TEXT under FOIA Section 40</b></p> <p>Invoices can be submitted in hard copy via post to the address below, however this will significantly delay the processing of the payment to the Supplier.</p> <p>Home Office Shared Service Centre</p>

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HO Box 5015

Newport, Gwent NP20 9BB

United Kingdom

Tel: 08450 100125

Fax: 01633 581514

Within 14 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number.

You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative).

Non-compliant invoices may be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to:

**REDACTED TEXT under FOIA Section 40**

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<b>Invoice required information</b>	<p>All invoices must include:</p> <ul style="list-style-type: none"><li>• Purchase Order Number</li><li>• Contract Reference</li><li>• Details of the Service</li><li>• Licence/Support period</li></ul>
<b>Invoice frequency</b>	<p>Invoice will be sent to the Buyer upon beginning the period of service provision for Licences, Support and Maintenance and any applicable fixed-rate infrastructure or hosting charges.</p> <p>For analysis and implementation services, invoices will be phased upon successful completion of any Milestones as outlined in Schedule 2.</p>
<b>Call-Off Contract value</b>	As stated in "Part A: Order Form – Call-Off Contract Value".
<b>Call-Off Contract charges</b>	As detailed in Schedule 2.

### Additional Buyer terms

<b>Performance of the Service</b>	As detailed in Schedule 2.
<b>Guarantee</b>	N/A

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Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	<p>Parties agree that the following amendments are made to the Supplier Terms and Conditions and per Clause 1.4 of this Order Form, the following changes are in effect and the following specified clauses in the Supplier Terms and Conditions are hereby amended in the following ways:</p> <ol style="list-style-type: none"> <li>1. Clause 10 “Logo, Publicity &amp; Marks” is removed in its entirety;</li> <li>2. Clause 4.4 of Annex A “OCTANE Software Licence Agreement” relating to audit for payments is removed in its entirety;</li> <li>3. Clause 10.5 of Annex A “OCTANE Software Licence Agreement” as amended by replacing it in its entirety with the following text <i>“Neither party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that party) disclose any details of the usage of the Software by the Licensee or any Confidential Information.”</i>.</li> </ol> <p>For the purposes of the below supplemental requirements and terms:</p> <ol style="list-style-type: none"> <li>1. the term ‘Authority’ is also used to refer to the Lead Organisation</li> <li>2. the Buyer’s FOI single point of contact details shall be: Email: <b>REDACTED TEXT under FOIA Section 40</b></li> </ol> <p><b>1. Freedom of Information</b></p> <ol style="list-style-type: none"> <li>1.1 For the purpose of the Freedom of Information (FOI) Act (2000), the Authority is not a ‘public Authority’ and is not under any duty to disclose information.</li> <li>1.2 Additionally, the Authority will not provide a public Authority with any information in respect of an FOI request they receive. However, information received from, (either directly or indirectly), or “relating to” the Authority that is already held by the public authorities or their sub-contractors, has additional protection from release to the</li> </ol>

	<p>public by virtue of section 23 of the Act. The Authority information may also be covered by Section 24 exemption, this is applicable to information the non-disclosure of which is necessary to safeguard national security.</p> <p>1.3 It is important that the Contractor understands the different legislation covering the Authority under Section 23 of the FOI Act, so as not to inadvertently breach the act.</p> <p>1.4 The Contractor shall acknowledge the Authority's position in respect of the FOI Act and agree to assist and co-operate in order to enable the Authority to best protect its information. The Contractor shall also ensure that any sub-contract the Contractor enters into also contains a condition in similar terms.</p> <p>1.5 Requests for disclosure to the public must be referred to the Buyer's FOI single point of contact.</p> <p>1.6 Failure to comply with this policy may result in an unauthorised disclosure of the Authority's information and a potential breach of the Official Secrets Act.</p> <p><b>2. Travel and Subsistence</b></p> <p>2.1 Any T&amp;S will be subject to the Buyer's T&amp;S policy and will be for actual costs which will be supported by receipts.</p> <p>2.2 Any T&amp;S must be approved by the Buyer's prior.</p> <p><b>3. Data Protection</b></p> <p>3.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller, and the Contractor is the Processor. The only processing that the Contractor is authorised to do is that which is authorised by the Authority pursuant to this Contract.</p> <p>3.2 The Contractor shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.</p> <p>3.3 The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:</p> <p>3.3.1 a systematic description of the envisaged processing</p>
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	<p>operations and the purpose of the processing;</p> <p>3.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;</p> <p>3.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and</p> <p>3.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.</p> <p>3.4 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:</p> <p>3.4.1 process only that Personal Data which the Contractor is required to process in accordance with this Agreement or otherwise by Law. If it is so required by law, the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;</p> <p>3.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:</p> <p>3.4.2.1 nature of the data to be protected;</p> <p>3.4.2.2 harm that might result from a Data Loss Event;</p> <p>3.4.2.3 state of technological development; and</p> <p>3.4.2.4 cost of implementing any measures;</p> <p>3.4.3 ensure that:</p> <p>3.4.3.1 the Contractor Personnel do not process Personal Data except in accordance with this Agreement.</p> <p>3.4.4 not transfer Personal Data outside the United Kingdom unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:</p> <p>3.4.4.1 the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;</p> <p>3.4.4.2 the Data Subject has enforceable rights and effective legal remedies;</p>
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	<p>3.4.4.3 the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations);</p> <p>3.4.4.4 the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data; and</p> <p>3.4.4.5 at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination or expiry of the Agreement unless the Contractor is required by Applicable Law to retain the Personal Data.</p> <p>3.5 Subject to clause 3.6, the Contractor shall notify the Authority immediately if it:</p> <p>3.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);</p> <p>3.5.2 receives a request to rectify, block or erase any Personal Data;</p> <p>3.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;</p> <p>3.5.4 receives any communication from the Information Commissioner or any other Regulatory Body in connection with Personal Data processed under this Agreement;</p> <p>3.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Applicable Law; or</p> <p>3.5.6 becomes aware of a Data Loss Event.</p> <p>3.6 The Contractor's obligation to notify under clause 3.5 shall include the provision of further information to the Authority in phases, as details become available.</p> <p>3.7 Taking into account the nature of the processing, the Contractor shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 3.5 (and insofar as possible</p>
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	<p>within the timescales reasonably required by the Authority) including by promptly providing:</p> <p>3.7.1 the Authority with full details and copies of the complaint, communication, or request;</p> <p>3.7.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;</p> <p>3.7.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;</p> <p>3.7.4 assistance as requested by the Authority following any Data Loss Event; and</p> <p>3.7.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.</p> <p>3.8 The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.</p> <p>3.9 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.</p> <p>3.10 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:</p> <p>3.10.1 notify the Authority in writing of the intended Sub-processor and processing;</p> <p>3.10.2 obtain the written consent of the Authority;</p> <p>3.10.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 3.10 such that they apply to the Sub-processor; and</p> <p>3.10.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.</p> <p>3.11 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.</p> <p>3.12 The Contractor may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when</p>
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	<p>incorporated by attachment to this Agreement).</p> <p>3.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.</p> <p>3.14 Each Party (Indemnifying Party) shall indemnify, keep indemnified and hold harmless the other Party from and against all losses suffered or incurred by or assessed on or agreed to be paid by the other Party and arising out of or in connection with any breach by the Indemnifying Party of its obligations under this clause 3 or the Data Protection Legislation (as applicable).</p> <p><b>4. Contractor's Staff</b></p> <p>4.1 The Contractor must have policies and processes in place covering pre and post-employment checks for all staff including compliance with Employment Legislation relating to identity checks and establishing 'right to work' in the UK.</p> <p>4.2 At the Authority's written request, the Contractor shall provide a list of the names and addresses of all persons who may be employed on the Contract specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.</p> <p>4.3 The Contractor shall comply with the Authority's staff vetting requirements as detailed in the specification agreed with the Lead Organisation in respect of all persons employed or engaged in the provision of the Services.</p> <p>4.4 The Authority may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on any of the Authority's sites:</p> <p>4.5 any member of the Contractor's Staff; or</p> <p>4.6 any person employed or engaged by any member of the Contractor's staff, whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable.</p> <p>4.7 The Authority shall not disclose its reasons for</p>
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	<p>considering an individual unsuitable. Any such unsuitability is not an indication that the individual is unsuitable to work on other Contracts for the Contractor.</p> <p>4.8 The decision of the Authority as to the suitability of any person employed upon this service shall be final and conclusive.</p> <p><b>5. Publicity and Branding</b></p> <p>5.1 The Contractor shall not (and shall procure that no Sub-contractor shall) make any advertisement, public statement or press announcement in relation to this Contract or the provision of the Goods or Services without the Buyer's prior written consent.</p> <p>5.2 The Contractor shall not use any of the Buyer's Intellectual Property Rights, including (but not limited to) the Buyer's names, branding, domain names, logos or trade marks on any of its products or services or in any promotional, marketing, or similar material or advertising without the Buyer's prior written consent.</p> <p>5.3 The Contractor hereby agrees and acknowledges that the unauthorised use of the Buyer's names, branding, domain names, logos and/or trade marks may be breach of Crown copyright and that legal action may be taken against it in the event of any unauthorised use of such material. This applies to all Buyer-owned brands including (but not limited to) the Buyer's corporate identity, Child Exploitation and Online Protection (CEOP) command brands and/or campaign brands. All requests for external use of a Buyer brand must be approved in writing by the Buyer branding team and the Contractor shall in each case seek to obtain such approval in advance by submitting an approval request to the Buyer's nominated representative.</p> <p>5.4 Nothing in this Contract constitutes an endorsement by the Buyer of the Contractor's goods or services, and the Contractor shall not conduct itself in a way that implies any endorsement or authorisation by the Buyer.</p> <p><b>6. Security Measures</b></p> <p>6.1 The Contractor shall not, either before or after the completion or termination of this Contract, disclose any</p>
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	<p>information relating to any aspect of the Contract without written Authority consent.</p> <p>6.2 Without prejudice to the provisions of Clause 6.1, the Contractor shall, both before and after the completion or termination of this Contract, take all reasonable steps to ensure:</p> <p>6.2.1 that if the Authority gives notice in writing to the Contractor at any time requiring the delivery to the Authority of any Buyer Data or Project Specific IPRs, that Buyer Data or Project Specific IPR (including all copies of or extracts therefrom) shall forthwith be delivered to the Authority.</p> <p>6.3 The decision of the Authority on the question whether the Contractor has taken or is taking all reasonable steps as required by the foregoing provisions of this Clause shall be final and conclusive. Any such decision of the Authority shall be exercised reasonably and be proportionate to the event. If any dispute arises as to the operation of this clause, then the decision will be subject to the disputes resolution process.</p> <p>6.4 If and when directed by the Authority, the Contractor shall secure that any person employed by it who is specified by the Authority, shall be required to sign a statement of understanding of the Official Secrets Act, 1910 to 1989.</p> <p>6.5 If at any time either before or after the expiry or termination of this Contract it comes to the notice of the Contractor that any person acting without lawful Authority is seeking or has sought to obtain information concerning this Contract or anything done or to be done in pursuance thereof, the matter shall be forthwith reported by the Contractor to the Authority and the report shall, in each case, be accompanied by a statement of the facts, including, if possible, the name, address and occupation of that person, and the Contractor shall be responsible for making all such arrangements as it may consider appropriate to ensure that if any such occurrence comes to the knowledge of any person employed by it, that person shall forthwith report the matter to the Contractor with a statement of the facts as aforesaid.</p> <p>6.6 The Contractor shall place every person employed by it, other than a Sub-Contractor, who in its opinion has or will have such knowledge of any Confidential Information as</p>
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	<p>to appreciate its significance, under a duty to the Contractor to observe the same obligations in relation to that information as are imposed on the Contractor, and shall, if directed by the Authority, place every person who is specified, under the like duty in relation to any such information and shall at all times use its best endeavours to ensure that every person upon whom obligations are imposed by virtue of this Clause 6.6 observes the said obligations, and the Contractor shall give such instructions and information to every such person as may be necessary for that purpose, and shall, immediately upon becoming aware of any act or omission which is or would be a breach of the said obligations, report the facts to the Authority with all necessary particulars.</p> <p>6.7 The Contractor shall include in the Sub-Contract provisions in such terms as the Authority may consider appropriate for placing the Sub-Contractor under obligations in relation to security corresponding to those placed on the Contractor by this Clause, but with such variations (if any) as the Authority may consider necessary. Further the Contractor shall:</p> <p>6.7.1 give such notices, directions, requirements, and decisions to its Sub-Contractors as may be necessary to bring the provisions relating to security which are included in Sub-Contracts under this Clause 6.7 into operation in such cases and to such extent as the Authority may direct;</p> <p>6.7.2 if it becomes aware of any breach by the Sub-Contractor of the obligations of security included in their Sub-Contracts in pursuance of this Clause, notify such breach forthwith to the Authority; and</p> <p>6.7.3 if required by the Authority, exercise its power to terminate the Sub-Contract under the provision in that Sub-Contract which corresponds to clause 6.11.</p> <p>6.8 For the avoidance of doubt, for the purposes of this Call-Off Agreement including this Clause 6, the Lead Organisation's nominated Infrastructure Provider used to host the System is not a Sub-Contractor. Parties agree that the design and processes for the operation of the System utilising any Infrastructure Provider services are sufficient at the time of this Call-Off Contract to comply with Buyer requirements and any further requirements, instructions, notices or directions, required relating to the</p>
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	<p>Infrastructure Provider, should be performed by the Supplier in respect of the Infrastructure Provider where reasonably possible, but failure of the Infrastructure Provider to comply with any such requirements, instructions, notices or directions shall not constitute a breach by the Supplier notwithstanding Clause 6.11. Any relevant costs associated with a change in Infrastructure Provider required by the Buyer, whether due to such notices, requirements, instructions, or directions, shall be agreed in writing prior to such a move and will be at the Buyer's expense.</p> <p>6.9 The Contractor shall give the Authority such information and particulars as the Authority may from time to time require for the purposes of satisfying the Authority that the obligations imposed by or under the foregoing provisions of this Clause have been and are being observed and as to what the Contractor has done or is doing or proposes to do to secure the observance of those obligations and to prevent any breach thereof, and the Contractor shall secure that a representative of the Authority duly authorised in writing shall be entitled at reasonable times to enter and inspect any premises in which anything is being done or is to be done under this Contract or in which there is or will be any item to be supplied under this Contract, and also to inspect any document or item in any such premises or which is being made or used for the purposes of this Contract and that any such representative shall be given all such information as he may require on the occasion of, or arising out of, any such inspection. Such rights shall not extend to physical access to Infrastructure Provider premises running any digital infrastructure services used for the System, however appropriate and sufficient digital access to all data held within the Infrastructure Provider account tenancy or any such digital services utilised by the Buyer shall be deemed sufficient for compliance under this Clause.</p> <p>6.10 Nothing in this Clause shall prevent any person from giving any information or doing anything on any occasion when it is, by virtue of any enactment, the duty of that person to give that information or do that thing.</p> <p>6.11 The Authority may, by notice in writing, terminate this Contract forthwith if the Authority shall consider that any of the following events has occurred:</p>
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	<p>6.11.1 that the Contractor has committed a breach of, or failed to comply with any of, the foregoing provisions of this Clause; or</p> <p>6.11.2 that the Contractor has committed a breach of any obligations in relation to security imposed upon it by any other contract with the Authority; or</p> <p>6.11.3 that by reason of an act or omission on the part of the Contractor, or of a person employed by the Contractor, which does not constitute such a breach or failure as is mentioned in Clause 6.11.1, Confidential information has been or is likely to be acquired by a person who, in the opinion of the Authority, ought not to have such information.</p> <p>6.12 A decision of the Authority to terminate this Contract in accordance with the provisions of Clause 6.11 shall be final and conclusive and it shall not be necessary for any notice of such termination to specify or refer in any way to the event or considerations upon which the Authority's decision is based. Any such decision of the Authority on this shall be exercised reasonably and be proportionate to the event. If any dispute arises as to the operation of this clause, then the decision will be subject to the dispute resolution process.</p> <p>6.13 The Contractor may within five (5) Working Days of the termination of this Contract in accordance with the provisions of Clause 6.11, give the Authority notice in writing requesting the Authority to state whether the event upon which the Authority's decision to terminate was based is an event mentioned in Clauses 6.11.1, 6.11.2, or 6.11.3, and to give particulars of that event; and the Authority shall within ten (10) Working Days of the receipt of such a request 'lve notice in writing to the Contractor containing such a statement and particulars as are required by the request.</p> <p>6.14 The termination of this Contract pursuant to Clause 6.11 shall be without prejudice to any rights of either party which shall have accrued before the date of such termination.</p> <p><b>7. Security Requirements and Information Security</b></p> <p>7.1 The Contractor must meet all the Authority's relevant security policies as notified by the Authority, from time-to-time.</p>
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	<p>7.2 All Staff employed on the Contract, including the Contractor's and Sub-contractor's staff, must hold the appropriate level of security clearance, as stated by the Authority.</p> <p>7.3 The Contractor must comply with Her Majesty's Government Security Policy Framework and the Government's Security Classification and any amendments or revised editions to this document which may be issued from time-to-time.</p> <p>7.4 The Contractor shall bring to the attention of the Authority any business development outside of the Authority's areas of responsibility which is likely to give rise to a security risk.</p> <p>7.5 The Contractor shall have in place appropriate security systems and policies at all sites within its organisation, and at any relevant Sub-contractors, in relation to the handling and storage of any Authority related documentation and/or assets.</p> <p>7.6 "Authority Data" shall mean any data, text, document, materials, information, drawings, diagrams, images, or sounds (together with any database made up of any of these), which are embodied in any electronic, magnetic, optical or tangible media, including any Personal Data for which the Authority is the Controller (as defined by the Data Protection Legislation) and which are supplied to the Contractor by or on behalf of the Authority for storage in, or used by the System, or as otherwise declared as OFFICIAL-SENSITIVE or greater classification in the "Security Aspects Letter" agreed between the Lead Organisation and the Supplier dated 16/8/2017, or any subsequent agreed version thereof.</p> <p>7.7 The Contractor shall ensure, and provide written evidence on request, that an Information Security Policy is in place. The policy shall also cover Confidential Information and Authority Data risk. The policy must be communicated to any individuals with access to systems where any Confidential Information and/or Authority Data are processed.</p> <p>7.8 The Contractor shall ensure that all access to, and use of, any Authority Data or Confidential Information involving Authority business (including, but not limited to, Personal Data, financial records such as invoices and any other data, as well as the tracking of the</p>
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	<p>assets) shall be controlled and that only authorised personnel shall have access. Robust controls and capabilities for access, auditing and monitoring shall be in place to ensure:</p> <p>7.8.1 the prevention of attempts to gain access, and</p> <p>7.8.2 identification of actual unauthorised access.</p> <p>7.9 The Contractor shall allocate responsibilities for Information Security wherever Authority business or information or assets are involved, and the Contractor shall take all reasonable steps necessary to protect Information Security.</p> <p>7.10 Where the Contractor uses computer systems to process any Authority Data (including financial records such as invoices and any other data as well as the tracking of the assets), the Contractor must ensure the confidentiality, integrity, and availability of any of Authority Data.</p> <p>7.11 Where the Contractor is involved with the transferring of any Authority related data, such transfer must be controlled, and conform with protection measures appropriate to the impact level and or risk assessment.</p> <p>7.12 The Supplier shall ensure that the Authority Data is held and hosted within the United Kingdom. The Supplier shall maintain Supplier policies and reasonable agreed technical constraints shall be imposed at all times to prevent Supplier Staff from accessing the Authority Data from outside the United Kingdom.</p> <p><b>8. Data Sharing and Access</b></p> <p>In this Clause 8 (Data Sharing and Access) the following defined terms apply:</p> <p><b>“Partner Organisation”</b> means any contracting authority or other entity under a different Call-Off Agreement or other contractual agreement that is given access and use of the System following a request from the Lead Organisation to the Supplier in accordance with this Clause 8, or having been previously granted access to the System through agreement with the Buyer according to Schedule 8: Data Sharing of this Call-Off Agreement, in which case the Buyer shall be a Partner Organisation;</p>
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	<p><b>“System”</b> means the APMIS system;</p> <p><b>“System Data”</b> means the Buyer Data that is input by the Buyer onto the System and all other data or information stored in the System (which may include data input by the Partner Organisations);</p> <p><b>“System User”</b> means the individual users of the System employed by, or otherwise engaged by, the Buyer or a Partner Organisation.</p> <p><u>Introducing a Partner Organisation</u></p> <p>8.1 The Lead Organisation may request that a Partner Organisation is given access to the System (and the System Data) at any time during the Call-Off Contract Period. The Lead Organisation shall specify in its request to the Supplier, clear instructions for giving the Partner Organisation access, including but not limited to:</p> <p>8.1.1 the proposed access permissions, controls, and configurations for the Partner Organisation;</p> <p>8.1.2 whether the Partner Organisation and its System Users are permitted to access, add to, remove, or modify the System Data (which for the avoidance of doubt may include the data input by the Buyer and other Partner Organisations), in any System environment, by any technical mechanism, howsoever it is stored;</p> <p>8.1.3 whether the Lead Organisation wishes the Partner Organisation to have control over any System Data that the Partner Organisation inputs into the System; and</p> <p>8.1.4 whether the Partner Organisation’s System Users are permitted to further add or remove users or organisations to the System, or delegate some or all of the rights to System Data or System functionality that the Lead Organisation has granted to the Partner Organisation.</p> <p>8.2 On receipt of a request from the Lead Organisation in accordance with Clause 8.1 above, the Supplier shall assess the impact of granting such access to the Partner Organisation and shall, within ten (10) days, or such other time period agreed between the parties, confirm to the Lead Organisation the impact (if any) of granting the Partner Organisation access to the System.</p>
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	<p>The Supplier shall, at a minimum, confirm whether the Lead Organisation's instructions are likely to result in the Supplier's failure to comply with Clause 7 (Security Requirements and Information Security) above.</p> <p>8.3 On receipt of the Supplier's impact assessment in accordance with Clause 8.2 above, the Lead Organisation shall confirm in writing either that it wishes to proceed, or, that it does not wish to proceed.</p> <p>8.4 In the event that the Lead Organisation confirms that it wishes to proceed in accordance with Clause 8.3 above, then subject to the Partner Organisation possessing a valid commercial licence for accessing the System the Supplier shall comply with the Lead Organisation's instructions (including on access permissions and configurations) and shall implement such technical and/or procedural restrictions on the System Data to implement the Lead Organisation's instructions, and shall grant such access to the relevant Partner Organisation accordingly.</p> <p>8.5 The Supplier shall comply with the Lead Organisation's instructions throughout the Call-Off Contract Period. The Lead Organisation may instruct the Supplier from time-to-time to modify the System to alter the rights granted to certain System Users or Partner Organisations with respect to the System Data, but only to the extent that the Lead Organisation's authority with respect to the System Data permits such a modification. The Supplier shall notify the Lead Organisation immediately if it considers that any of the Lead Organisation's instructions would result in a failure by the Supplier to comply with any of the provisions of the Call-Off Contract.</p> <p>8.6 For the purposes of exit, withdrawal or termination of the licences, the Buyer agrees that the Supplier may produce a copy of any System Data entered into the System and is granted an irrevocable, perpetual licence to use the System Data in the System, which the Supplier shall assign to the Lead Organisation and Lead Organisation shall be a Controller of the data in respect of UK GDPR.</p> <p>8.7 Lead Organisation will procure, and maintain, an agreement with the Partner Organisations a licence to perpetually and irrevocably maintain a copy of data</p>
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	<p>Partner Organisations entered into the System, and shall be a Joint Controller of this data under UK GDPR. Buyer shall inform Supplier where such agreements do not exist or have other restrictions of usage.</p> <p>8.8 Any Partner Organisations and usage grants listed in Schedule 8: Data Sharing, for existing usage of the System at the time of the Effective Date, shall be deemed as having been granted such rights at Lead Organisation's instruction in accordance with Clause 8.1 and approval from the Lead Organisation having been received by the Supplier in accordance with Clause 8.3.</p> <p>8.9 Proposals for changes according to the request templates described in Schedule 8: Data Sharing may also be organised by the Supplier on behalf of the Lead Organisation or Partner Organisations, and sent directly to the Lead Organisation for approval according to Clause 8.3, which shall be deemed as being a Lead Organisation instruction meeting the requirements of Clauses 8.1 and 8.2 upon receipt of such approval.</p> <p><u>Supplier's liability with respect to Partner Organisations</u></p> <p>8.10 Subject to Clauses 8.2 and 8.5:</p> <p>8.10.1 if the Supplier fails to comply with Clause 7 (Security Requirements and Information Security) above and can demonstrate that the Supplier's failure to comply would not have occurred but for permitting a Partner Organisation access to the System Data via the System, the Supplier shall not be treated as being in breach of Clause 7.</p> <p>8.10.2 the Supplier shall have no liability to the Buyer for any incorrect use, change, or loss of System Data incurred by the Buyer due to the Supplier complying with the Buyer's or Lead Organisation's instructions.</p> <p>8.10.3 The Parties recognise and agree that the Supplier has placed reliance upon the fact that various arrangements are in place between the Lead Organisation and the Partner Organisations. In the event a dispute arises due to changes to the arrangements between the Lead Organisation and the Partner Organisation, or with respect to the System Data (for example, the treatment of System Data on withdrawal, expiry, or termination of a licence by a Partner Organisation) such dispute</p>
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	<p>shall be resolved as between the Lead Organisation and the Partner Organisation.</p> <p>8.10.4 In lieu of any agreement between the Buyer and the Lead Organisation that the Supplier is made aware of and agrees to the terms of in writing, Buyer acknowledges and agrees that the Lead Organisation will be deemed to have a right to make a technical copy of any System Data entered into the System, and to grant an irrevocable, transferable, perpetual licence to the Lead Organisation to access, read, modify, add, remove, and further grant such rights to this data to other System Users, to all of the System Data. Such rights do not pass to the Supplier.</p> <p>8.10.5 In the case of Supplier carrying out Lead Organisation instructions in respect of System Data, should any dispute as to the validity of such an instruction or the resulting state of the System following such instruction, including sharing of System Data, Supplier shall follow the course of action determined by the Lead Organisation in the case of any dispute between the Buyer and Lead Organisation, and Buyer shall not hold Supplier liable for any corresponding actions.</p>
<b>Alternative clauses</b>	N/A
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>Notwithstanding Clause 8.3 of the Framework Agreement, or any other clause deemed applicable, the following amendments to the Call-Off Contract shall be considered to take precedence over other terms should a conflict with other terms of the Call-Off Contract or the Framework Agreement arise.</p> <p>Both Parties agree that the Services are provided under the respective G-Cloud Service's Supplier Terms, and that Supplier's Background IPR, including the OCTANE software (including ORQA software, and any other Supplier software, associated libraries, applications, methods, procedures, components or functionality, together "Supplier Software") are exclusively provided and licenced for use by the Buyer, solely for the internal purposes specified</p>

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within this Order Form, under the *OCTANE Software Licence Agreement – Version 1.5.2.2202* attached as Annex A to those Supplier Terms (the “Software Licence”) which is the licence applicable under Clause 11.4 of this Call-Off Contract. For the avoidance of doubt, only the IPR clauses contained in the Software Licence have precedence over the Call-Off Contract or Framework Agreement.

Buyer agrees and accepts that the Supplier Software is Background IPR and, accordingly, no transfer of any rights or ownership to it occurs through this Call-Off Contract or in the provision of Services, notwithstanding any other clauses in the Call-Off Contract or Framework Agreement. No transfer of, or grant of rights to, Background IPR from the Supplier to the Buyer will occur as a result of this Call-Off Contract other than under the terms of the Software Licence for the Subscription Term purchased under this Call-Off Contract, notwithstanding any other terms of the Call-Off Contract or Framework Agreement, including, but not limited to, Clauses 11 and 15 of the Call-Off Contract.

Buyer agrees and accepts that the provision of Services and derivation of benefit from the Services, including Project Specific IPRs, are fundamentally dependent on Supplier Background IPR, which includes closed-source, proprietary IPR of the Supplier, and that the Project Specific IPRs relating to this software may not function, be utilisable or provide any value should a valid licence to use said Supplier Background IPR not be present, which may or may not be licenced on any terms solely at the Supplier’s discretion following the Call-Off Contract Term. As such Clause 15 of the Call-Off Contract does not apply to the Services and the Supplier provides no warranty and expressly disclaims liability for any Project Specific IPRs that may cease to function or provide any benefit should the Buyer not renew or otherwise purchase from the Supplier the right to use the Supplier’s Background IPR or Supplier Software, and adhere to the terms of the Software Licence at the end of the Call-Off Contract Term.

Supplier makes no warranty and holds no liability for the inability to utilise Background IPR should the full Call-Off Contract Charges not be paid, nor after the termination date of the Agreement, irrespective of whether Project Specific IPR requires Supplier Background IPR for it to work or provide any functionality.

	<p>Due to the use of Background IPR and other IPR owned by the Supplier, Parties agree that Clause 21 will not apply should the Agreement or Call-Off Contract terminate before payment of all Call-Off Contract Charges as these costs include the implicit cost of licencing and delivery of said IPR for the provision of the services.</p> <p>Project Specific IPRs may include libraries or packages that are Buyer-specific IPR created exclusively and solely for the delivery of the Services and bearing a naming convention used to identify them as such, currently including the below package names ("Buyer Packages"):</p> <p><i>com.ibboost.apmis</i></p> <p><i>com.apmis-ibboost</i></p> <p><i>com.ibboost.</i><b>REDACTED TEXT under FOIA Section 40</b></p> <p><i>org.ibboost.</i><b>REDACTED TEXT under FOIA Section 40</b></p> <p>For avoidance of doubt, where applicable, any software packages or artefacts with a name beginning with <i>com.ibboost</i> or <i>org.ibboost</i> or bearing any other domain names owned by the Supplier EXCEPT for the Buyer Packages, will be deemed part of the Supplier's Background IPR, irrespective of the date of creation or modification and the purpose for which they were created.</p> <p>Due to the sensitive, proprietary nature of the Supplier's Background IPR that Buyer Packages may link to or otherwise use, including APIs, such Buyer Packages are agreed to be excluded from Clause 15 of the Call-Off Contract.</p> <p>Any configuration and customisations created for the Buyer specifically and solely to deliver the Services explained herein, including Tasks created within ORQA, and any Java libraries utilising OCTANE or ORQA libraries or other Supplier Background IPR (for example, as dependencies and imports), will be Project Specific IPRs. Buyer agrees that algorithmic or artificial intelligence generation of code may form part of Project Specific IPRs as long as such usage doesn't encumber or otherwise prevent assignment</p>
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	<p>of Project Specific IPRs to the Buyer.</p> <p>Where the Buyer is not the Lead Organisation, Buyer accepts and agrees that a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs is granted to the Lead Organisation to allow the Services to continue to be provided to the Lead Organisation and other users of the System upon termination of the Services.</p> <p>Any software, libraries or other IPR licenced under a licence defined as meeting the Open Source Initiative's 'Open Source Definition' (currently at <a href="https://opensource.org/osd">https://opensource.org/osd</a>) ("Open Source Software") are provided on an "as-is" basis and are excluded from both the Background IPRs and Project Specific IPRs and provided solely on the basis of the respective software licence. For the avoidance of doubt, this exclusion occurs even when ownership rights to the Open Source Software are held by the Buyer or Supplier.</p> <p>Supplier asserts that where such Open Source Software are used in the solution providing the Services, that such functional use of the Supplier's software in the Services in accordance with the relevant documentation complies with the licence terms of these libraries, and so complies with Clause 11 of the Call-Off Contract.</p> <p>Supplier warrants to the Buyer that the agreed documented use of the Supplier Software is according to the terms of the respective Open Source Software licences used therein, and the Buyer warrants to the Supplier that all use by the Buyer or its users will be according to the licence of this software.</p> <p>The Buyer agrees that it will accept and warrants for use any and all open-source material including Open Source Software in the provision of the Services. Acceptance of the Software Licence by execution of this Call-Off Contract will also be deemed acceptance of the Open Source Software licences required for software or libraries used by the Background IPR or Project Specific IPR to provide the necessary functionality.</p> <p>Parties further agree that Open Source Software is also made available with the Services to provide project and implementation support functionality for the purposes including (as non-exhaustive examples only) project and issue management (Redmine), continuous integration (Jenkins), artefact repository (Nexus OSS),</p>
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	<p>log search and visualisation (Elastic, Kibana and Grafana), and others. Parties also agree that software with a licence permitting free use without charges for the purposes needed in the Services may be used even without source available meeting the Open Source Software definition if, at the time of first usage by the Supplier in the provision of Services, Buyer could also procure an equivalent licence without further charges.</p> <p>For the avoidance of doubt, all Open Source Software used in a standalone manner and not as a runtime dependency for OCTANE or other Supplier Software, is deemed not being distributed with OCTANE or other Supplier Background IPR. Such software will each and separately be provisioned as an independent standalone library or product into the cloud environment on the specified Infrastructure Provider account and, where appropriate and used by OCTANE libraries, be subject to dynamic linking provisions of Open Source Software licences, such as the LGPL (<a href="https://www.gnu.org/licenses/lgpl-3.0.en.html">https://www.gnu.org/licenses/lgpl-3.0.en.html</a>).</p> <p>Where licences are required for using an API or other ancillary software as required by the Buyer (for example, to utilise an API of other Buyer-licensed software), these shall be considered Buyer Software and Buyer authorises Supplier to accept any EULA or other agreement necessary to provide such an integration or usage.</p> <p>Supplier warrants that licences for Open Source Software do not give any third-party rights over Buyer Data or other Buyer Background IPR unless explicitly noted as such in this Agreement.</p> <p>Supplier further warrants that use of the Open Source Software according to processes documented by the Supplier for provision of the Services and usage of the Software will not subject the Buyer to any further charges from a third-party and is subject to Clause 11.6.</p> <p>Notwithstanding Clause 11.9 of the Call-Off Contract, should the Supplier not comply with any part of Clause 11, where applicable, the Supplier must be first notified and granted reasonably sufficient time to remedy any potential breach through substitution, replacement, modification, fixes or otherwise before termination or any other action by the Buyer may be taken for Material Breach. Parties shall work in good faith to resolve any such non-compliance.</p>
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<b>Personal Data and Data Subjects</b>	See Annex 1 of Schedule 7.
<b>Intellectual Property</b>	Any Buyer data used in the operation of the services Configuration for Buyer-specific workflows and processes Any other Project Specific IPR created as a result of performing Services specified in Schedule 2
<b>Social Value</b>	Social Value will be as per the details in the Service Offerings:  <a href="#">188461433336395</a> – OCTANE Data Integration and Reporting for Law Enforcement

### 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 (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

### 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

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<b>Signed</b>	Supplier	Buyer
<b>Name</b>	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
<b>Title</b>	Director	Assistant Commercial Manager
<b>Signature</b>	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
<b>Date</b>	24/06/2024	19/06/2024

2.2 The Buyer provided an Order Form for Services to the Supplier.

## Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefits Record](#)

## 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 36 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, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 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 set the Term at more than 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:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)

- 36 (Corporate Social Responsibility)
- 33.1 paragraphs 1 to 10 of the Framework Agreement Schedule 3 The Framework Agreement provisions in clause 2.1 will be modified as follows:
- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
  - 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
  - 2.2.3 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 7 (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:
  - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
  - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
  - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
  - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
  - 4.1.5 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 as per clause 18.5 hereunder 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 14digit 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.

33. **Due diligence**

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
  - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
  - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
  - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
  - 5.1.4 have entered into the Call-Off Contract relying on their 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.

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- 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 portion of the 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:
  - 9.2.1 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

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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

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

9.2.3 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

9.2.4 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:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 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:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 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:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

33.

Confidentiality

- 10.1 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 incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

- 33.1 use by the Buyer of the Services If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

- 33.1 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services

- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

- 12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 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

12.1.3 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:

12.2.1 providing the Buyer with full details of the complaint or request

- 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 12.2.4 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

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 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 policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
  - 13.6.1 the principles in the Security Policy Framework:  
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy;  
<https://www.gov.uk/government/publications/government-securityclassifications>
  - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
  - 13.6.4 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:

<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

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

13.8 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.

13.9 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.

13.10 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 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:
- 16.4.1 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
- 16.4.2 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 the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's 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:  
<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:
- 17.1.1 an executed Guarantee in the form at Schedule 5
- 17.1.2 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.

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- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
  - 18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover 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:
- 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
  - 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- 18.5.1 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
  - 18.5.2 an Insolvency Event of the other Party happens
  - 18.5.3 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.

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- 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:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 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); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),  
24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)
- 19.4.4 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:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 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
- 19.5.4 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
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

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- 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: email
  - Deemed time of delivery: 9am on the first Working Day after sending
  - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any 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 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 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 take the Term beyond 36 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:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
- 21.6.4 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:
  - 21.8.1 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
  - 21.8.2 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
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 21.8.6 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:
    - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
    - 22.1.2 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 30 consecutive days, 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 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

## 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:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 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:
  - 29.2.1 the activities they perform
  - 29.2.2 age
  - 29.2.3 start date
  - 29.2.4 place of work
  - 29.2.5 notice period
  - 29.2.6 redundancy payment entitlement

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- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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.

- 29.3 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.
- 29.4 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.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
  - 29.5.1 its failure to comply with the provisions of this clause
  - 29.5.2 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
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 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:

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

31.2.2 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, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

## Schedule 1: Services

This order is for the G-Cloud Services outlined below. It is mutually recognised that the volume of these services utilized by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

### Summary

As of 01 April 2024 the Buyer is committed to purchasing OCTANE Licences only and has not requested further services. Not all services outlined in Schedule 1 will be relevant to the Buyer. Please find below a summary of relevant Services based on their OCTANE Licences purchase.

The Buyer confirms they may make use of “Out of scope” services in the future:

### In Scope

- Baseline support and maintenance of the APMIS system
  - encompassing support and maintenance of the Supplier's OCTANE and ORQA software products
  - operation of the designated cloud infrastructure
- Licences for use of OCTANE for the customised APMIS system
- Updates and feature extensions made to OCTANE suite

**Out of scope** (Whilst the Home Office recognises that the elements are out of scope at the inception of the order form, the Home Office would like to reserve the right to call off these services as required at any point during the contract period)

- APMIS extension
- Agency on-boarding
- Customisations
- Extensions to existing functionality
- Consulting services
- Migration of any data, including onboarding of new users, teams, or organisations
- Implementation services to build APMIS-specific validation scripts, workflows, data entry forms, dashboard widgets, Buyer-defined output reports, and interfaces
- Additional DevOps services, test environments, technical assistance
- Implementation and configuration services for new use-cases
- Additional Configuration services
- Training and functional support

Please refer to Schedule 1 for the details of these listed services.

### 1.1 Background and Cloud Software and Support Description

APMIS provides a centralised hub for various reporting management requirements for the Buyer and other law enforcement and governmental bodies (together, “Partner Organisations”).

APMIS is an implementation of the Supplier’s OCTANE platform for organisations in the law enforcement area. **REDACTED TEXT UNDER FOIA SECTION 40** is the Lead Organisation, as defined in the relevant G-Cloud Cloud Software Pricing schedule for OCTANE, that leads the specification of the OCTANE platform requirements, technical restrictions, and operation.

Due to variances in production usage, requirements, and restrictions on access for different entities there has evolved a requirement to separately develop a Call-Off Contract for those aspects of the APMIS application. Buyer requirements are not being contracted through the principal OCTANE platform buyer (the **REDACTED TEXT UNDER FOIA SECTION 40** as Lead Organisation) but rather with individual entities that each need to have separate agreements with respect to their configuration and data options.

The Lead Organisation (the **REDACTED TEXT UNDER FOIA SECTION 40**) must approve the on-boarding of new organisations, along with functional workflow and object customisations/enhancements requested by other organisations. Buyer must receive approval from the Lead Organisation for any changes to the System that have impacts across the System. Once approved, these enhancements can be managed under separate Call-Off Contracts directly with other organisations. Data migration activities and new licences can be managed under separate Call-Off Contracts without Lead Organisation approval.

In this model, the agreed volume discounts and hosting options defined by the **REDACTED TEXT UNDER FOIA SECTION 40** as Lead Organisation will apply to independent entities as if they were purchased together. As such, the discounts are only applied to entities purchasing on fixed-duration terms for variable costs that are not calculated on a per-user or pay-as-you-go basis (for example, underlying associated infrastructure re-charges). The discounts to the Platform ID listing licence prices will be calculated on an annual basis based on the expected annual users for the whole APMIS platform for the following year, rather than just those of any individual organisation, and the ‘base’ support and maintenance and infrastructure costs will be removed, to be more fairly apportioned to each organisation based on the licenced user counts.

The APMIS platform support will still afford a more authoritative role to the **REDACTED TEXT UNDER FOIA SECTION 40** as Lead Organisation, with the **REDACTED TEXT UNDER FOIA SECTION 40** change management process followed through changes. Triage of multi-organisation changes and releases will be determined by the Buyer in conjunction with the respective organisations, and the Lead Organisation, alongside the Supplier.

## **1.2 Scope and Offer**

The Supplier offers:

- support and maintenance of the APMIS system, encompassing support and maintenance of

the Supplier's OCTANE and ORQA software products as used for the operation and extension of the APMIS system, and operation of the designated cloud infrastructure on the Infrastructure Provider account in which it operates (as of the Effective Date, Microsoft Azure)

- licences for use of OCTANE for the customised APMIS system as an offer according to the schedule defined below, on terms as agreed with **REDACTED TEXT UNDER FOIA SECTION 40** as APMIS Lead Organisation
- infrastructure operation, management, and procurement services according to the agreed terms of operation for APMIS in the Microsoft Azure cloud platform. Such infrastructure services will be administered by the Supplier and costs of this charged to the Buyer as apportioned to all buyers of the APMIS instance licences as will be pre-determined in advance for each financial year and agreed with the APMIS Lead Organisation (the **REDACTED TEXT UNDER FOIA SECTION 40**) and the Buyer
- APMIS extension, on-boarding, implementation and configuration services for new users and groups of users, new use-cases, migration of data, customisations, and extensions to the existing functionality

### **1.3 Maintenance, Support and Licencing**

The baseline maintenance and support package includes all of the support services as specified in the G-Cloud Cloud Software Pricing Schedule for OCTANE. These include regular security patches, library updates, and housekeeping maintenance activities that would be conducted to keep the System secure and efficient.

The Supplier will continue to ensure the functional and technical requirements of APMIS as has been established at the start of this Call-Off Contract, and any new functionality as introduced throughout this period will continue to be met throughout this term.

For support requests, the Supplier operates a ticket tracking system within the OCTANE System instance infrastructure account (Redmine) and would typically expect these support requests to come via the Redmine ticketing system, email, or phone. The Supplier will operate the Redmine system on Azure for Buyer users upon which issues and requests can be transparently tracked.

SLAs related to the services provided are classified according to the priority levels below. All requests would then be assigned a priority level, which in turn would dictate the length of time the Supplier has to respond to the request:

- **Priority 1 (P1)** - Major system impact (software unavailable) - A problem affecting a major part of software users, completely inhibiting use of the software, or preventing business-critical activities from being completed, that cannot be reasonably circumvented. These are emergency conditions significantly restricting use of the software for performing critical business functions.
- **Priority 2 (P2)** - Moderate system impact (software crashing / hanging) - A defect in the software restricting use of one or more portions or features of the software needed to

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perform necessary business functions but not completely restricting use for a major number of users.

- **Priority 3 (P3)** - Minor system impact (performance / operational impact) - A defect in the software restricting the use of one or more portions of the software by the Buyer to perform a necessary business function, but the defect can be reasonably circumvented.
- **Priority 4 (P4)** - Minor or no system impact (request for enhancement or assistance) - Where the new functionality or enhancement is required to bring the software into conformance with specifications, the Supplier will provide the new functionality or enhancement at the Buyer's expense. Where the new functionality or enhancement is not required to bring the software into conformance with specifications, the expense shall be negotiated between the Parties.

Response times for each priority level are as specified in the following table:

Priority	Acknowledgement		Action Plan		Resolution Target	
	Standard Hours	Support Hours	Standard Hours	Support Hours	Standard Hours	Support Hours
1	1 hour		2 hours		4 hours	
2	2 hours		24 hours		168 hours	
3	8 hours		72 hours		N/A	
4	48 hours		N/A		N/A	

The Standard Support Hours are typically 09:00 - 17:00 UK time, Monday through Friday, excluding UK Bank holidays. Non-Standard Support Hours are all hours and days outside of Standard Support Hours.

In the event that a Supplier resource is unable to respond to the support request within the designated response time for the given priority, or when an emergency support request is made during non-standard operation hours, escalation phone and email contacts will be made available.

The Supplier will provide reports and attend reasonably-notified Buyer meetings on request on the state of the application and usage throughout the previous month in the format the Buyer requires in order for the Buyer to analyse and improve usage of the service.

Supplier holds no liability for the impacts, either direct or indirect, of any outages or service interruptions, primarily caused due to service interruptions by the cloud infrastructure provider nominated by the Lead Organisation from which the Services are delivered from, currently Microsoft Azure, so long as the Services are provided materially compliant with the documented design and architecture of the solution agreed with the Lead Organisation.

### 1.4 Infrastructure Management and Cloud Services

Both Parties agree that the Supplier will continue to operate and administer the Infrastructure Provider (currently, Microsoft Azure) cloud-infrastructure account used for the entirety of the APMIS programme, including development, testing and project management services, as well as production

operation, according to the performance specifications, redundancy and availability configuration as agreed with the Lead Organisation. Licence costs include the projected infrastructure costs according to Lead Organisation expected utilisation and user numbers.

The Buyer will be responsible for the pre-determined cost allocations for the use of this account based upon the number of licences procured during the period and the expectations of future usage based upon historic usage, which are integrated into the licence price per-user over the period. Buyer acknowledges that material changes in usage that may affect infrastructure and hosting costs may need to be re-apportioned to Organisations as agreed with the Lead Organisations in periods beyond the current billing period.

## **1.5 On-boarding, Implementation and Configuration**

The Supplier offers a supporting professional services package for their OCTANE software in the cloud (private or public) that provides a solution encompassing:

- Consulting services to capture specific stakeholder requirements and design an optimal service for APMIS requirements, including purpose-built data capture forms and workflows
- Migration and onboarding of new users, teams, or organisations
- Implementation services to build APMIS-specific validation scripts, workflows, data entry forms, dashboard widgets, Buyer-defined output reports, and interfaces
- DevOps service to establish a build infrastructure in the appropriate technical environment to be mutually agreed between the Buyer and the Supplier during the engagement. It is established at the Effective Date of this contract the Infrastructure Provider will continue to be Microsoft Azure. It is acknowledged by both Parties that all estimates of dates, costs, and milestones declared in this contract are subject to decisions on such infrastructure being made in a timely manner
- Configuration services to help users make the most of OCTANE capabilities to optimise data usage and process workflows
- Training and functional support services to leverage the APMIS system
- Updates and feature extensions made to OCTANE suite are made available

Being a G-Cloud cloud software procurement, the procurement is of the software sufficient to achieve the stated functional outcome and not of the individual activities needed to configure the software to achieve these aims. Hence, the tasks specified are representative only and do not reflect a commitment from the Supplier to deliver any activity or outcome during a particular period.

The Parties agree that mutual availability of resources and dependencies on third-party systems or staff, or decisions by such parties, may impact scheduling and delivery and that any such delays that create a material delay in delivery will not entitle the Buyer to any reduction in cost or penalties.

Moreover, in the case of the APMIS implementation, any customisations and implementations may be subject to approval by the **REDACTED TEXT UNDER FOIA SECTION 40** as the Lead Organisation. The Buyer acknowledges that the Supplier will be unable to implement any changes to the System without the approval of this Lead Organisation and no warranty is offered or liability incurred by the Supplier in such cases where these limitations affect the performance of the Services.

In all cases it is agreed by the Parties that should termination of the contract occur prior to delivery, that work completed until the completion of that notice period will be invoiced and paid by the Buyer according to actual days worked by the Supplier towards this delivery, as will be tracked on Supplier time-tracking software and made available to the Buyer on conclusion of the notice period.

Parties agree that time is not of the essence for any other part or activity of this project.

## **1.6 Schedule of On-boarding, Implementation and Configuration Services**

### **1.6.1 Summary of Services**

There are no on-boarding, implementation or configuration services required currently under this Call-Off Agreement. Such services may be procured by Variation to this Call-Off Agreement in which case general terms specified herein shall apply.

### **1.6.2 Scope of Implementation**

There are no on-boarding, implementation or configuration services required currently under this Call-Off Agreement and therefore no detailed implementation is specified.

#### *Process for Implementation Scope Definition*

Service implementation details will be managed in the dedicated APMIS OCTANE platform Redmine project management system hosted on the Infrastructure Provider

The scope of services will be defined within the APMIS Redmine project management system (<https://redmine.apmis.nationalcrimeagency.gov.uk/projects/apmis-tickets/issues>). Work items will be raised, collected, categorised, agreed, and sorted into quarterly releases. The supplier will agree on the work item priorities (taking input from the APMIS Management Board where necessary) and the Supplier will review and confirm how many work items can be delivered based on the Buyer's prioritisation. Both parties will work together to define the scope and duration of the release period, typically 3 months.

Where a capacity-oriented (time-oriented) delivery schedule is agreed, ticket prioritisation will determine scope of releases. Tickets are commonly categorised as

- "Immediate" and "Critical" which must be delivered as part of the quarterly release
- "Major" tickets will be actioned afterwards. The buyer aims to deliver all "Major" tickets

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however both parties understand this is not always possible due to changing requirements, technical complexities, or time constraints.

- “Minor” tickets are included but not often addressed. These form the basis of following releases and can be reprioritised to “Immediate”, “Critical” or “Major” as required.

The APMIS Redmine project management system is the source of truth for all scope discussions and all parties involved have access to and the ability to view, edit and comment on scope items.

### 1.6.3 Risks, Issues, Assumptions and Dependencies

These will be defined and agreed in the relevant statement of works or Variations.

### 1.6.4 Delivery Details and Schedule Impacts

Deliveries of the detailed scope per defined milestone will be agreed and documented in the APMIS Redmine system will be due at end of the relevant period or the nearest Buyer-acceptable release date following the end of the period. Depending on the final scope and complexity this date may be adjusted as Parties refine and agree detailed requirements, analysis, prototypes, and demos.

All release windows will be subject to agreement by the Parties, and it's acknowledged these dates may be subject to Buyer (and/or Lead Organisation, as appropriate) decisions on Change Management processes due to staffing levels or other contemporaneous activity that cannot be predicted as of the Effective Date. Any decisions will be documented in Redmine with approvals from both the Buyer and Supplier and a statement of work signed by both parties

Service	Milestone	Delivery Date
None currently		

<sup>†</sup> Buyer Change Freeze window dependent

Minor changes to milestones must be documented in Redmine if agreed by both Parties. Major changes (altering costs) will require a separate Variation. Supplier will invoice after each milestone delivery date as per the table above. Milestones will be signed off and agreed by the Buyer before payment.

## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. However, the volume of each service may be amended through a written Variation to this Call-Off agreed by the Parties (a "Change Note"), such as through a Change Note as permitted in Clause 2.6 of the applicable G-Cloud Service's Terms and Conditions.

### 2.1 Payment profile and method of payment

Charges payable by the Buyer (including any applicable discount but excluding VAT) will be by BACS to the bank account specified on the respective invoice.

Licences on an Annual purchase plan will be paid annually (or part thereof for periods not coinciding with the annual anniversary of 1<sup>st</sup> April) in advance. Licences on a Pay-as-you-Go plan will be paid monthly in arrears.

Payments for services as described in Schedule 1: Services as *On-boarding, Implementation and Configuration Services*, unless otherwise stated, will be made on a Time and Materials basis with invoicing on a monthly basis in arrears, supported, where required, by receipts or timesheets, or according to milestones agreed during the course of providing these services. All costs are calculated in accordance with the respective Supplier Digital Marketplace pricing document.

*On-boarding, Implementation and Configuration Services* agreed on a fixed-price basis are calculated according to the respective Supplier Digital Marketplace pricing document and the quoted effort for the service, and will have payments determined according to milestones defined via a Variation, such as a statement of works, which may include:

- Deliverables
- Acceptance Criteria
- Delivery Timescales
- Payment Milestones
- Description of Enhancement
- List of relevant SFIA Rate resources
- Risks
- Issues
- Dependencies

Parties agree that whilst this Order Form is for cloud software and support, due to the needs for customisation for the business cases specified herein and migration services of the Buyer's own data, in the case of termination for any reason except for termination by the Buyer under Clauses 18.4 or 18.5 of this Call-Off Contract, that the Supplier will be entitled to payment for work completed up to the end of any notice period. This amount will be calculated according to the SFIA rate card specified in the relevant G-Cloud service listing, less any Milestone payments made.

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In no circumstance will such charges exceed the total sum of the Call-Off Contract charges specified herein, had the contract not been terminated. Such work will be recorded on the Supplier's time-tracking system. The Buyer will make any such payments following receipt of invoice within the standard invoicing payment period as defined in the Order Form, but may request the timesheets for staff as recorded in the Supplier system in this situation.

Reasonable travel and subsistence expenses for Supplier travel outside of the M25 will be reimbursed by the Buyer to the Supplier, subject to the Buyer's Travel and subsistence policy. Travel inside of the M25 will not be reimbursable unless mutually agreed.

### 2.2 Licences and Costs of Service Summary

Note all costs are exclusive of VAT unless otherwise noted. A summary of the charges expected in the course of this agreement are summarised in the below table. Further details breaking down each are given below.

At a high-level the initial committed costs projected under this Call-Off Contract are given in the table below:

Category	Description and comment	Call-off Amount ex-VAT	Period Covered And Due Date
OCTANE Licences 23-24	Licences are on the Annual pre-paid basis and include all support and maintenance and infrastructure cost allocation discounts applicable to the APMIS platform until 31 <sup>st</sup> March 2024. A breakdown can be found in Clause 0 <i>Licence Cost Breakdown</i>	£55,281.60 (excl. VAT)	01 Apr 2023 to 31 Mar 2024 Due: 01 Apr 2023
OCTANE Licences 24-25	Licences are on the Annual pre-paid basis and include all support and maintenance and infrastructure cost allocation discounts applicable to the APMIS platform until 31 <sup>st</sup> March 2025. A breakdown can be found in Clause 0 <i>Licence Cost Breakdown</i>	£60,772.80 (excl. VAT)	01 Apr 2024 to 31 Mar 2025 Due: 01 Apr 2024
OCTANE Licences 25-26	Licences are on the Annual pre-paid basis and include all support and maintenance and infrastructure cost allocation discounts applicable to the APMIS platform until 31 <sup>st</sup> March 2026. A breakdown can be found in Clause 0 <i>Licence Cost Breakdown</i>	£60,772.80 (excl. VAT)	01 Apr 2025 to 31 Mar 2026 Due: 01 Apr 2025

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OCTANE Licences 26-27	<p><i>(Extension Option (as per Part A: Order Form, Call-Off Contract term) up to 12 month extension - Non-committed Call-off Charges. Subject to additional Home Office Internal controls and approval at the time of amendment.)</i></p> <p>Licences are on the Annual pre-paid basis and include all support and maintenance and infrastructure cost allocation discounts applicable to the APMIS platform until 31<sup>st</sup> March 2027. A breakdown can be found in Clause 0 <i>Licence Cost Breakdown</i></p>	£60,772.80 (excl. VAT)	<p>01 Apr 2026 to 31 Mar 2027</p> <p>Due: 01 Apr 2026</p>
Additional OCTANE Licences	<p><i>(Optional further spend should additional licence be required: 2024 - 2027 (Based on estimated 10% uplift each year)</i></p> <p>Licences are on the Annual pre-paid basis and include all support and maintenance and infrastructure cost allocation discounts applicable to the APMIS platform until the end the financial year (31<sup>st</sup> March) the licences are activated in</p>	£68,500.00 (excl. VAT)	<p>01 Apr 2024 to 31 Mar 2027</p> <p>Due: Upon activation</p>
Platform Implementation & Configuration Services	Any additional services for implementation and configuration	None	N/A

### 2.3 System Implementation and Configuration Milestones

The System may require implementation, configuration, data migration, analysis, or supporting consulting services in addition to Licences. Where such services are procured, they will generally be organised into periodic milestones over the course of a financial year.

Using GDS design principles, an iterative approach for these additional services will be used to provide more detailed specifications of requirements and expected outcomes. Where defined outcomes are established prior to the delivery period and Variation they will be stated in accordance with a price based on the SFIA Rate Card charges for the agreed quote on effort. Where a capacity-based approach is required, an agreement of an estimate of overall capacity will be established and charges determined by the applicable Digital Service ID SFIA Rate Card for the required capacity, the scope of what is delivered in this capacity agreed by the process defined in this Schedule.

Each Variation may include:

- Deliverables
- Acceptance Criteria
- Delivery Timescales
- Payment Milestones
- Description of changes
- List of relevant SFIA Rate resources

- Risks
- Issues
- Dependencies

## 2.4 On-boarding, Implementation and Configuration Costs

The on-boarding, implementation and configuration costs are the sum of line items specified in the table in Clause 2.2 calculated in accordance with the *Description and comment* column for the services as defined in Clause 1.6.2 of this Schedule.

## 2.5 Licence Cost Calculation (incl. Maintenance, Support and Infrastructure Costs)

Following changes agreed in early 2020 with the APMIS Lead Organisation, the **REDACTED TEXT UNDER FOIA SECTION 40**, from 1<sup>st</sup> April 2020, thanks to the need to simplify and apportion costs to other organisational users of APMIS fairly, ongoing operational costs, including licences, maintenance, support, and hosting infrastructure are wrapped up in a single consolidated licence fee, with all appropriate discounts for volume and pre-payment across the platform included.

Such discounts are calculated across all users of the APMIS System instance at usage levels as agreed with the Lead Organisation and are subject to change at the start of each APMIS billing period (1<sup>st</sup> April) depending on change in volume of resources used or projected to be used. This approach is incorporated into the G-Cloud 13 service pricing documents.

Due to users of the APMIS System being split across G-Cloud iterations with differing start dates and the need to keep costs allocated pro-rata across users of the service, for clarity and consistency in pricing it is agreed licences on the existing APMIS platform inflation indexing for licence costs is agreed to be applied to licence costs on the basis described below taking effect from 1st April 2023 irrespective of Call-Off start date. This is subject to G-Cloud Service-wide price protection discount trial licences that may forego the Supplier right to apply inflation-indexed increases.

## 2.6 Licence Definition

APMIS is an implementation of the OCTANE platform with organisation-based licences based upon a collection of users, teams or entities requiring segregated user and data management (an "Organisation"), with each Organisation managing their own Licences, licence costs and permission and role sets ("Groups"), independently from other Organisations under the central coordination of the Lead Organisation, the **REDACTED TEXT UNDER FOIA SECTION 40**. Further detail on the general Licence definition is available in the relevant G-Cloud Service Pricing Schedule.

For APMIS specifically, Organisations segregate APMIS data and user permissions into silos. Each Organisation has a distinct set of Groups (used to grant APMIS users' access to data and permissions) and Data Objects. For example, Agency Activity Records and National Activity Records (AARs and NARs) are separate Data Objects. The scope of the Data Objects an Organisation has permitted is agreed by the Buyer together with the Lead Organisation.

Each APMIS user will be assigned a Primary Organisation upon creation by an administrator of that Organisation. Once part of an Organisation, the user can be granted access to that Organisation's Groups, in turn granting that user access to the Organisation's data objects and APMIS functionality.

Administrators of each Organisation (for example, the 'DaS' team for the '**REDACTED TEXT UNDER FOIA SECTION 40**' organisation, 'SCTaC' teams for 'MPS' organisation, and the 'National Coordinator' for the 'National' organisation) have access to all data within their Organisation, are able to define and build Permission Groups, and can grant these permission groups to users within the Organisation. Administrators cannot build a permission Group that extends data access and permissions beyond their Organisation. Maintenance of these segregations within an Organisation is the responsibility of the Administrators of that Organisation under the coordination by the Lead Organisation and as such Supplier takes no responsibility for such rights performing any particular segregation.

Any changes requested to Organisation functionality or its fundamental table, entity or row-level data segregation from the superset assigned at the time of creation will be a major undertaking. Therefore, such requests must be reviewed by all APMIS system owners, in particular the Lead Organisation, and will be considered a chargeable development event.

Users require a Licence to utilise APMIS. Licence costs differ depending on their Organisation's Licence Plan, with each Licence Plan carrying a different pricing schedule per Licence Type, and each Licence Plan having different minimum monthly Licence spend requirements.

Standard User Licences are for users without restrictions on modules accessible and permissions assigned within APMIS. This does not include any Licences required by the Supplier's team to carry out maintenance and support activities but will include any other users not eligible for a Limited User licence.

Limited User Licences allow users access to a subset of permission Groups that have been flagged as Limited with constraints on functionality and access agreed with the Lead Organisation. These Limited Organisation Groups are defined in their scope and functionality and maintained by the Supplier. Two categories of Limited Groups are available within APMIS: "Read Only" Organisation Groups and "Submitter" Organisation Groups.

- *Limited "Read Only" Organisation Groups* provide the read-only retrieval of data, including viewing and querying but not producing or creating existing reports or submissions and not utilising the Business Intelligence layer.
- *Limited "Submitter" Organisation Groups* provide the right to enter data into the required forms where the user is explicitly listed, with data retrieval being limited to data objects associated with that form.

The definitions of these Group categories are strictly immutable and to be eligible for consumption of a Limited User licence, users must exist in only one of the two Groups and no other Group throughout the entire one-month period. In all cases, the period in question is one calendar month.

Support queries and access to any non-static resources will only be permitted to users with valid Licences. Support is for production, as well as any necessary development and test (including prelive) environments required for extension, training, or support of the APMIS programme.

## **2.7 Licence Discounts**

The licencing costs to OCTANE include the multi-party agreed attribution of APMIS-platform specific base support and maintenance and hosting infrastructure costs. This is calculated by the base service costs for the System Service with additional volume discount offered for the APMIS platform as agreed on a regular basis between the Lead Organisation and the Supplier and defined in the service pricing documents in accordance with the G-Cloud Framework.

Extensions to this Call-Off Contract do not retain an automatic entitlement to this shared-platform calculated discount, which will continue to be calculated and agreed on an annual basis.

This discount from the base application user charge is subject to change according to the G-Cloud pricing documents and may increase or decrease on an annual basis according to overall APMIS usage, and hosting and infrastructure costs. This discount and this price offer is only applicable to Annual, pre-paid organisation licence plan types and incorporates both the prepaid and volume discounts. Due to G-Cloud Framework rules, the discounts must apply to all users of the applicable G-Cloud service.

The discount will reduce by an inflation indexed amount each year on the renewal anniversary (1<sup>st</sup> April). Supplier will give Buyer three months' notice, by December 31<sup>st</sup> of the year before the annual renewal date of 1<sup>st</sup> April (or Call-Off signature date, if later) of any inflation-indexed price increases due for the next annual period for any licences that have not already been prepaid. The increase in a per-licence cost (via reduction in discount) is calculated for transparency as a per-licence increase that, under this Call-Off Contract, will follow, but be capped at, the CPIH Annual Rate for the preceding 12 months as of the latest available statistics published by the UK ONS (currently available here <https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/l55o/mm23>). Supplier reserves the right to elect not to increase prices following the published inflation rate, at their discretion (that is, leave the inflation-associated discount at the prevailing level, even if inflation has increased).

For the avoidance of doubt, due to being a continuous service provided with active Call-Off agreements across G-Cloud iterations to various entities, inflation indexing increases will be applied from 1st April 2023 being the first effective date for any G-Cloud 13 Call-Off relating to the System, agreed with the Lead Organisation, to provide a consistent pricing basis for all contracting entities using the APMIS System.

Supplier reserves the right to forego the inflation increases for existing usage, and to calculate this foregone increase, will grant a limited set of licences without additional cost for existing System licenced organisations with licences from previous periods (whether under this or another G-Cloud Call-Off Contract) on a limited trial basis for one or more subsequent annual periods, to mitigate inflation effects for long-term users (the "Price Protection Scheme") with the number of licences granted free (the "Price Protection Scheme Licence Allowance") being the nearest integer quantity

for each licence type to bring the total cost to an effective per-licence cost nearest to the actual per-licence cost (after service-level discounts) from the previous period. These shall be considered free proof-of-concept trial licences in accordance with the G-Cloud Service pricing document.

Extensions beyond this date will use the discounted APMIS-wide per-user licence costs to be determined between the Supplier, Buyer and APMIS Lead Organisation, the **REDACTED TEXT UNDER FOIA SECTION 40**, ahead of this date and will not automatically roll-over on the prices used until 31<sup>st</sup> March 2024.

Discounts will be offered to all Buyers on the applicable G-Cloud Service and Parties agree this conforms with Framework pricing guidelines and the relevant Service pricing documents.

## **2.8 Licence Costs**

For the annual period beginning 01/04/2023, the discount for standard users for annual, pre-paid organisations on APMIS including maintenance and support and hosting infrastructure reduces the total cost per user to £30.80 (ex-VAT) per Annual Standard user and £17.60 (ex-VAT) per Annual Limited user, following application of inflation-indexing to baseline prices as specified herein, subject to the minimum spend amounts described in the Pricing Schedule.

For the period 01/04/2023 – 31/03/2024 only, Supplier offers a Price Protection Scheme Licence Allowance by offering trial licences without charge to the Buyer to keep the effective price per user unit in each category as close as possible to per-licence charges from previous G-Cloud versions for the System (namely £28 and £16 for Standard and Limited licences, respectively).

Cost estimates for future financial years are provided for planning purposes only and discounts to be syndicated across System user organisations (under their own Call-Off Contracts) are reviewed annually, subject to inflation, direct underlying infrastructure costs and utilisation of variable services. Cost estimates are based on overall platform infrastructure costs and the estimated prevailing inflation rate. These figures may change in the future which will impact any additional licence purchases or extensions beyond 01/04/2024, according to the process in the previous section.

## 2.9 Licence Cost Breakdown

### 2.9.1 Licences for FY 2023-24

**REDACTED TEXT Commercial Sensitivity (Section 43)**

### 2.9.2 Licences for FY 2024-25, 2025-26 and optional 2026-27

Cost estimates for this future financial year are provided for planning purposes only and will be confirmed by 31 December each year, as per Clause 2.7.

**REDACTED TEXT Commercial Sensitivity (Section 43)**

## 2.10 Invoice Format

The Supplier shall issue electronic invoices in advance. The Buyer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this Schedule and the provisions of this Call-Off Contract.

The Purchase Order and Contract number will be provided by the Buyer without delay and are to be stated on any invoice related to this agreement.

## 2.11 G-Cloud SFIA Rate Card

The below rate card is copied from the applicable G-Cloud Service Pricing Document for convenience. It is applicable to all services outside of licences under this Call-Off Agreement.

		Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management Support	Client Interface
1.	Follow	N/A	N/A	£500	£500	N/A	£500
2.	Assist	N/A	N/A	£550	£550	£550	£550
3.	Apply	N/A	N/A	£625	£625	£625	£625
4.	Enable	£700	£700	£700	£700	£700	£700
5.	Ensure / Advise	£750	£750	£750	£750	£750	£750
6.	Initiate / Influence	£850	£850	£850	£850	£850	£850
7.	Set Strategy / Inspire	£950	£950	£950	£950	£950	£950



## Schedule 3: Collaboration agreement

NOT APPLICABLE.

## Schedule 4: Alternative clauses

### 1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

### 2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

### 2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988

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- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

## 2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

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2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

## 2.5 Equality

- 2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.
- 2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

## 2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

## **2.7 Criminal damage**

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

## Schedule 5: Guarantee

INTENTIONALLY LEFT BLANK

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <p>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</p> <p>created by the Party independently of this Call-Off Contract, or</p> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	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.

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<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <p>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</p> <p>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</p>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.

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<b>Crown</b>	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.
<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>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</p> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.

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<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.

<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Force Majeure</b>	<p>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</p> <p>riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare acts of government, local government or Regulatory Bodies fire, flood or disaster and any failure or shortage of power or fuel industrial dispute affecting a third party for which a substitute third party isn't reasonably available</p> <p>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</p> <p>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</p>

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	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
<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
<b>Fraud</b>	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.

<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) 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.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.

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<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.

<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

<b>Insolvency event</b>	Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium a Dun & Bradstreet rating of 10 or less
<b>Intellectual Property</b>	Intellectual Property Rights are:

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<b>Rights or IPR</b>	<p>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</p> <p>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</p> <p>all other rights having equivalent or similar effect in any country or jurisdiction</p>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company • a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	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 Buyer's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	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 ' <b>Losses</b> ' will be interpreted accordingly.

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<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.

<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

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<b>Ordered Services</b>	<b>G-Cloud</b> G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: induce that person to perform improperly a relevant function or activity</p> <p>reward that person for improper performance of a relevant function or activity commit any offence:</p> <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul>

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<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymisation 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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	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-

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	Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	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).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service definition(s)</b>	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 Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls">https://www.gov.uk/service-manual/agile-delivery/spend-controls</a> <u>ck-if-you-need-approval-to-spend-money-on-a-service</u>

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<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

<b>Supplier staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.

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<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: UK 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

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.

The contact details of the Buyer's Data Protection Officer are:

Email: **REDACTED TEXT under FOIA Section 40**

The contact details of the Supplier's Data Protection Officer are:

**REDACTED TEXT under FOIA Section 40**

Email: **REDACTED TEXT under FOIA Section 40**

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller, and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 7 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <p>APMIS holds operational activity across the <b>REDACTED TEXT UNDER FOIA SECTION 40</b> ROCUs and Police Forces, and other national serious and organised crime (SOC) performance data. This includes reporting on disruptions, arrests, seizures, criminal justice results and other outcomes. APMIS will now, or in the future, include data processing of IE, HMRC and MPS data, among other government agencies.</p>

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Duration of the Processing	<p>APMIS is currently processing <b>REDACTED TEXT UNDER FOIA SECTION 40</b>, ROCU, Police Force and partner data and initially commenced processing 21<sup>st</sup> February 2018.</p> <p>This G-Cloud Call-Off Contract will extend the data processing arrangement until the Expiry Date listed above and up to six months following termination of all Services on the OCTANE APMIS platform or as specified in any subsequent Exit plan.</p>
Nature and purposes of the Processing	<p>The primary purpose of capturing and processing personal data is to allow de-duplication of data. Certain reported results require personal data to be captured to ensure results aren't double counted which in turn ensures accurate nationwide SOC statistics are produced. Some personal data fields are used to track trends, for example, age/gender/ethnicity, whereas other personal data fields are required so the agency can assure itself and its partners, for example, confirming the correct "Care officer" has been appointed in accordance with the Victims Code.</p> <p>Additional processing requirement of Buyer, Supplier, Lead Organisation and CCS data may take place in order to maintain full and accurate records of Call-Off Contract agreements and execution under this Framework Agreement.</p>
Type of Personal Data	<p>Criminal justice outcomes (Name/Date of birth/Ethnic Origin/Nationality/Immigration Status/Outcome of arrest), Victims (Name/Date of birth/Adult-child indicator/Age/Gender/Care Officer), Children safeguarded (Name of child/Date of birth of the child/Name of the person who made the referral to child services), International Assets Denied (Surname/Forenames/Date of Birth), Damage to Property (Address of Property Searched, Name of Officer in Case [an officer who attended the property during the search]), S49 RIPA Notices (Surname, Forename, Date of Birth, Rationale &amp; Impact), Recording information (Lead Officer Name).</p> <p>Additional personal data relating to this Call-Off Contract or Framework Agreement may include contact details and communications with Buyer, Supplier and CCS staff concerned with the management of the Framework Agreement.</p>
Categories of Data Subject	<p><b>REDACTED TEXT UNDER FOIA SECTION 40</b> staff, ROCU staff, MPS and other Police staff, Subjects with arrests/charges/disposals/sentencing, Victims, Safeguarded individuals, Care Officers.</p> <p>Additional categories include staff of all Parties to the Framework Agreement and Call-Off Contract.</p>
Plan for return and destruction of the data once the	<p>Personal data will be retained for 10 years, afterwards it will be destroyed. Supplier will remove personal data from the live system and purge old backups with personal data when instructed by the Buyer according to defined and approved</p>

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Processing is complete	processes. Exceptions include victim names, victim date of birth and children safeguarded details, which will be reviewed yearly by the Buyer or the respective application Lead Organisation, the <b>REDACTED TEXT UNDER FOIA SECTION 40.</b>
UNLESS requirement under Union or Member State law to preserve that type of data	Additional personal data retained only for the management of the Framework Agreement or Call-Off Contract shall be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder.

## Schedule 8: Data Sharing

This Schedule uses the definitions in Clause 7 of the section “**Supplemental requirements in addition to the Call-Off terms**” above and defines the established existing or expected relationships between the Lead Organisation and any Partner Organisations in relation to the System and the data and rights within the System for each entity. Partner Organisations and the respective rights defined here are agreed to meet the requirement for Lead Organisation instructions and approval as defined in that Clause 7.

For the purposes of describing data sharing in place the following terms are defined in this Schedule:

“**Contracted Authority**” is a legal entity that has entered into a legal agreement with the Supplier in respect of access to the System and purchase of licences for its users;

“**Controller**” takes the meaning as defined in the UK GDPR;

“**Organisation**” is an Organisation record in the System that is used to define the scope of permissions that System users within that Organisation may access;

“**Asset Permission**” is the System technical implementation that grants access to a record of a given asset label to System users possessing the rights to access such records;

“**Agency**” is an Agency record in the System that is used to label other data records to mark data ownership and/or “control” as defined in the UK GDPR;

“**Labelled Record**” is a record in the System (which may be comprised of multiple sub-records) labelled with an Agency or other label that is used to identify control of records and constrain which users may have access to the record, implemented as an ;

“**Unlabelled Record**” is a record in the System (which may be comprised of multiple sub-records) which is not labelled for specific ownership or UK GDPR “control” by a Partner Organisation.

### Annex 1: System Permissions

The following terms describe how data sharing is implemented in the System and the corresponding authority granted to Partner Organisations.

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- 1.1 Lead Organisation is responsible for maintaining agreements with Partner Organisations that correspond to this technical implementation or to advise the Supplier of any discrepancies to remediate.
- 1.2 In accordance with Clause 7.8, Supplier shall hold no liability where the data sharing described in this section is not in accordance with agreements between the Lead Organisation, Partner Organisations, and any other entity.
- 1.3 The System shall implement capabilities permitting the following controls, which the Parties agree are sufficient to reflect agreements on data and control required between Contracted Authorities and may be used describe the on-going process for how permissions will be maintained:
  - 1.3.1 Labelled Records shall include:
    - AAR
    - STaR
    - MoRiLE
    - SAP
    - Referral
    - JARD
    - Agency-labelled Reference Data
    - Organisation and User-aligned data
  - 1.3.2 Unlabelled Records are all other records in the system that are not Labelled;
  - 1.3.3 Multiple Asset Permissions may exist further constraining or permitting System access to records outside of the scope of the Controller labelling;
  - 1.3.4 Each Contracted Authority may have defined an Account in the System reflecting the legal entity that owns an Organisation in the System in addition to any Contracted Authority relationship defined in this Schedule at the Start Date;
  - 1.3.5 Each Organisation belongs to exactly one Contracted Authority or Account;
  - 1.3.6 Each Agency must have one or more Organisations defined as an owner of that Agency, which can be interpreted as meaning the Contracted Authority corresponding to the Organisation is a Controller of the record;
  - 1.3.7 Agencies shall only be created by Supplier staff, under the instruction or approval of the Lead Organisation;
  - 1.3.8 Organisations may have administrator Users that can control the permissions of Users and Groups within that Organisation, including rights to read or change any Labelled Records for which that Organisation is an owner;
  - 1.3.9 Lead Organisation may have Users in administrative groups that are also added to other Organisations and have access to Labelled Records under these Organisations, at the effective date these groups are the Lead Organisation's Federated Tasking Team (FTT) and Performance, Assurance and Risk team (PAR);
  - 1.3.10 Labelled Records shall be owned by the Contracted Authority of the Agencies with which

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they're labelled, with a right to a copy and use of the records automatically granted to the Lead Organisation;

1.3.11 Unlabelled Records will be deemed automatically assigning ownership of a copy of all records to the Lead Organisation (being intrinsic System-wide data);

1.3.12 Unless otherwise specified, the functions of the System unrelated to data access shall be granted to Organisation administrators to configure according to the permitted licences of their Users unless Lead Organisation administrators specify otherwise.

1.4 Notwithstanding the above procedures, there are legacy structures and past configurations made to access for Partner Organisations upon Lead Organisation request that the Buyer agrees are deemed compliant with Clause 7 approvals. The canonical reference for these permissions are the System User-Group-Role entries stored as part of the production System Data and those in place at the date of signing this Agreement will be deemed permitted under Clause 7.

### Annex 2: Existing System Entity Structure

The below table is the current System schema reflecting the Contracted Authority, Organisation, and Agency structure that has been approved by the Lead Organisation as at the Effective Date in relation to the Buyer.

Parties agree that Partner Organisation access granted according to the process in Annex 1 for Partner Organisations in the table below shall be automatically extended to include any new Organisation created under Lead Organisation authority under the same Contracted Authority to which an Agency belongs.

#### Home Office

APMIS "Organisation"	APMIS "Agency"	Contracted Authority Data Owner
BF	Border Force	Home Office
IE	Immigration Enforcement (IE)	Home Office
National	Border Force	Home Office
	Immigration Enforcement (IE)	Home Office

### Annex 3: Lead Organisation instructions for permission changes

Requests to modify the Organisations, Contracted Authority/Account, Agencies, or other permission structures shall be issued by Lead Organisation-nominated System administrators containing at minimum the details described in the form below. As at the Effective Date this is the Lead Organisation's Data and Systems team under the broader Performance, Assurance, and Risk team.

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It is expected such forms will be submitted by authorised users using the APMIS Redmine system, or other such system as parties may agree from time-to-time.

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### APMIS Partner Permission Modification Form

This form must be completed for any APMIS Partner permission changes and confirms the Partner's allowed access permissions, controls, and configurations.

By submitting this form, you acknowledge that it supersedes and replaces any prior instances of the completed form.

Partner Name:

e.g. SEROCU

Contracting Authority Name:

e.g. SEROCU

APMIS Agencies where the Partner has data ownership and has read/write privileges:

e.g. SEROCU

APMIS Agencies where the Partner is a data controller with shared access and has read/write privileges:

e.g. SECP

APMIS Agencies where the Partner is not a data controller and has read/write privileges:

e.g. Hampshire Constabulary, Surrey Police, Sussex Police, Thames Valley Police

APMIS Agencies where the Partner is not a data controller and has read/write privileges with additional Asset restrictions:

e.g. (TCUK example)

All National Agencies, Primary Threat = Cyber, Read Only access

All **REDACTED TEXT UNDER FOIA SECTION 40** 40 Agencies, Primary Threat = Cyber, Read Only access

All MPS Agencies, Primary Threat = Cyber, Read Only access

List of APMIS Organisations the Partner will have access to administer, allowing the adding or removing user Organisation access, approving APMIS Licences, assigning Licences to Organisation

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Responsible Department buckets, and allowing Agency access via granting APMIS users Permission Groups:

e.g. SEROCU, National

Confirmation the Partner can dictate the setup and configuration of their user Permission Groups, ensuring permissions apply to the Agencies listed above and stay within the licencing terms:

e.g. Confirmed

Licence request Redmine ticket number (confirming Contracting Authority, APMIS Organisation, Number of Licences, Start Date):

e.g. #12456

For the avoidance of doubt:

- **REDACTED TEXT UNDER FOIA SECTION 40** confirms required agreements are in place, including but not limited to an MOU agreement
- The Partner is not permitted to add additional APMIS Agencies or APMIS Organisations to the System
- The form will be completed on the APMIS ticketing system, Redmine.
  - o A member from the APMIS Data and System Team (<https://apmis.nationalcrimeagency.gov.uk/#/groups/610>, using Redmine account of the same username) must submit the form via a ticket.
  - o A member of IB Boost (<https://apmis.nationalcrimeagency.gov.uk/#/groups/626>, using Redmine account of the same username) will review the request and approve, confirming the request will not breach Security Requirements and Information Security published in the Call Off Agreement.
  - o A member of the APMIS Data and System Team will confirm they wish to proceed.
  - o A member of IB Boost will make the required changes.