



G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

G-Cloud 14 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.

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| Platform service ID number | 666414656887551 |
| Call-Off Contract reference | CQC I&D 141 |
| Call-Off Contract title | Data & Insight Managed Service Partner |
| Call-Off Contract description | Enhanced support service required to manage the new Enterprise Data Platform alongside maintaining existing ways of working and support the TDI and Regulatory Platform programmes. |
| Start date | 1 st May 2025 |
| Expiry date | 30 th April 2027 |
| Call-Off Contract value | £1,233,000 (Exc. VAT) £1,479,600 (Inc. VAT) |

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|------------------------------|----------------|
| Charging method | Invoice - BACS |
| Purchase order number | TBC |

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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.

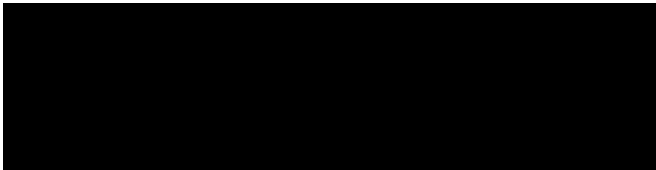
There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

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| From the Buyer | <p>Care Quality Commission</p> <p>Buyer's Main Address Citygate Gallowgate Newcastle upon Tyne NE1 4PA</p> |
| To the Supplier | <p>Avanade UK Limited</p> <p>Supplier's Main Address 30 Fenchurch Street London EC3M 3BD United Kingdom</p> <p>Company number: 4042711</p> |

Together the ‘Parties’

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

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| Start date | This Call-Off Contract Starts on 1st May 2025 and is valid for 24 months . |
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| Ending (termination) | <p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p> |
| Extension period | There is no option to extend this contract |

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.

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| G-Cloud Lot | <p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> ● Lot 3: Cloud support |
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| G-Cloud Services required | <p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>Services Required</p> <p>The Services to be provided by the Supplier are listed below:</p> <ul style="list-style-type: none"> • Core Service • Operational support • Provision of SDM, Data Engineers • Break-fix • Monitoring & Maintenance • Service backed with service level agreements • Environment support: <ul style="list-style-type: none"> • Azure PaaS services for Dev, UAT & Prod (SLAs only adhere to Production elements) • Data Platform, code and routines for Production environment. • iHub version 2 Support • Provision of iHub break/fix support <ul style="list-style-type: none"> • Provided in accordance with Core Service (but exempt from SLAs) |
| Additional Services | Not Applicable |
| Location | <p>The Services will be delivered to</p> <p>London office – 2 Redman Place, Stratford, London, E20 1JQ.</p> <p>Newcastle office – Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.</p> <p>Remotely (Supplier staff will access systems from home); and/or</p> |

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| | Workshops will be conducted either in person or virtually via Microsoft Teams or skype (or similar). |
| Quality Standards | The Supplier will comply with any standards in the Call-Off Contract and Section 2 (Services) of the Framework Agreement, and with Good Industry Practice. |
| Technical Standards: | The Supplier is to comply with all referenced technical standards provided by the Buyer in Schedule 1. |
| Service level agreement: | <p>The service level and availability criteria required for this Call Off Contract is referenced in Schedule 1.</p> <p>In delivery of the Services, the Supplier shall comply with the key performance indicators which are referenced in Schedule 1.</p> |
| Onboarding | Delivery and implementation to the requirements as specified in Schedule 1. |

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| Offboarding | <p>The offboarding plan for this Call-Off Contract is:</p> <p>The Supplier is required to ensure the orderly transition of the service from the Supplier to the Buyer and/or Replacement Supplier in the event of termination or expiry of this contract;</p> <p>This section sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition which shall form the basis of the Exit Plan;</p> <p>The Supplier will, within three months after the award of the contract, deliver to the Buyer an Exit Plan which sets out the Supplier's proposed methodology for achieving an orderly transition of Services from the Supplier to the Buyer and/or its</p> |
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| | <p>replacement Supplier on the expiry or termination of this contract;</p> <p>The Exit Plan will comply with the requirements set out below:</p> <p>Within 30 days after the submission of the Exit Plan, the parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. The Exit Plan should contain as a minimum:</p> <ul style="list-style-type: none"> • The management structure to be employed during both the transfer and cessation of the services • A detailed description of both the transfer and cessation processes, including a timetable for the transition of the Services to the Buyer and/or a |
| Collaboration agreement | Not Used |

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| <p>Limit on Parties' liability</p> | <p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the total Call-Off Contract value.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> |
| <p>Buyer's responsibilities</p> | <p>Where applicable, Buyer Responsibilities are as set out in Schedule 1.</p> |
| <p>Buyer's equipment</p> | <p>The Buyer will not supply Buyer's equipment to the Supplier for this Call-Off contract unless and in the event there is a specific requirement for this.</p> |

Supplier's information

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

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

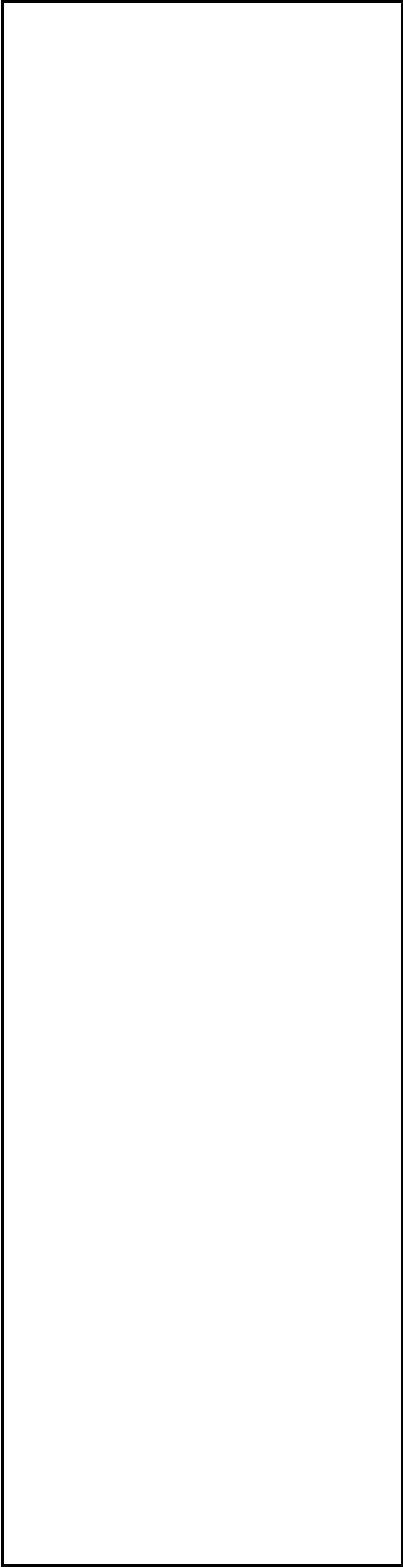
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| Payment method | The payment method for this Call-Off Contract is BACS. |
| Payment profile | The payment profile for this Call-Off Contract is quarterly in advance. |
| Invoice details | The Supplier will issue electronic invoices quarterly in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |

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| Who and where to send invoices to | Invoices will be sent to: <div></div> |
| Invoice information required | All invoices must include the relevant Purchase Order number and the relevant Call-Off Contract reference. |
| Invoice frequency | Invoice will be sent to the Buyer quarterly . |
| Call-Off Contract value | The total value of this Call-Off Contract is estimated to be up to £1,233,000 (Exc. VAT), £1,479,600 (Inc. VAT) and including all software costs and other expenses required to provide the Services. |
| Call-Off Contract charges | The breakdown of the Charges is detailed in Schedule 2: Call-Off Contract charges |

Additional Buyer terms

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| Performance of the Service | Please refer to Schedule 1 |
| Guarantee | Not Applicable |
| Warranties, representations | <p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that:</p> <p>The Supplier will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice; The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services;</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form;</p> <p>The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier during the term of this Call-off Contract; and</p> <p>The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.</p> |

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| <p>Supplemental requirements in addition to the Call-Off terms</p> | <p>1. The Parties agree that the following definitions shall apply to this Call Off Contract and the Supplier Terms (to the extent used in the Supplier Terms or alternative clauses section described in this Order Form):</p> <p>Achieve means in respect of a test, to successfully pass such test without any test issues in accordance with the 'test plan', as set out in the relevant Project Plan and in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.</p> <p>Implementation Code means the software developed and updated from time to time by the Supplier specifically for the purpose of achieving the Deliverables unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables.</p> <p>Payment Milestone means any payment milestone agreed in this Call-Off contract.</p> <p>Rectification Plan means the plan produced to rectify a material default or issue in connection with delivery of the Services.</p> <p>Source Code means the source code of the software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Buyer's development personnel to understand, develop and maintain that software.</p> <p>Ways of Working means the ways of working which shall be agreed by the Parties.</p> <p>2. The Parties agree that the following provisions shall apply to this Call Off Contract:</p> <p>(a) the Parties acknowledge and agree that the Services shall be delivered by the Supplier in this Call-Off Contract.</p> <p>(b) Once the Ways of Working have been agreed and approved by the Buyer, this shall apply for the duration of the Term, unless</p> |
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otherwise amended in writing with mutual agreement of the Buyer and the Supplier.

() Each Party shall comply with their respective obligations set out in the Ways of Working in respect of delivery of the Services.

(a) This Call-Off Contract shall not be valid unless signed by the Chief Executive of CQC (or other approver where this authority has been delegated) acting on behalf of the Buyer and one of the two signatories to this Call-Off Contract who will be directors as listed with Companies House on behalf of the Supplier (or other approver where this authority has been delegated.)

(b) Once this Call-Off Contract has been executed by the Parties:

- each party shall comply with their respective obligations under this Call-Off Contract; and
- the Supplier shall perform the Services and supply the Deliverables in accordance with this Call-Off Contract.

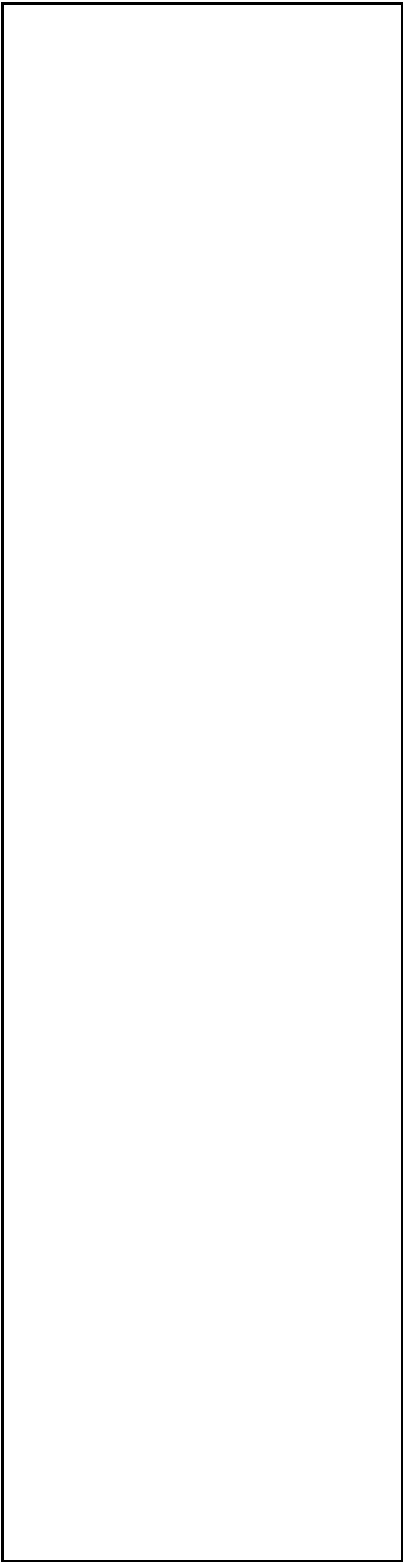
3. If delay payments have been included in this Call-Off Contract and where applicable, a Milestone has not been Achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such delay payments (calculated as set out by the Buyer in this Call-Off Contract) and the following provisions shall apply:

(a) the Supplier acknowledges and agrees that any delay payment is a price adjustment and not an estimate of the loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone.

(b) delay payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where the Buyer is otherwise entitled to in this Call Off Contract; and

(c) the delay payments will accrue on a daily basis from one Working Day after the relevant Milestone Date until the date when the Milestone is Achieved.

4. Without prejudice to any other right or remedy of the Buyer howsoever arising, if the Supplier commits any default of this Call Off Contract and the default is a material default that is capable of



remedy (and for these purposes a material default may be a single material default or a number of defaults or repeated defaults which taken together constitute a material default) the Buyer may instruct the Supplier to provide a Rectification Plan;

5. Where the Buyer has instructed the Supplier to produce a Rectification Plan, the Supplier shall within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions submit a draft Rectification Plan to the Buyer for it to review.
6. The draft Rectification Plan shall set out:
 - (a) full details of the default that has occurred.
 - (b) the actual or anticipated effect of the default; and
 - (c) the steps which the Supplier proposes to take to rectify the default (if rectifiable) and to prevent such default from recurring, including timescales for such steps and for the rectification of the default (where applicable).
7. The Supplier shall then immediately start work on the actions set out in the Rectification Plan.
8. The Supplier shall be responsible for identifying and notifying the Buyer of any change requirements to the Services. Any such changes shall only be made as a Variation, unless a different process is agreed in accordance with the change procedure and agreed in the Ways of Working.
9. The Parties acknowledge and agree that:
 - (a) the respective roles and responsibilities, level of dedication to deliver the Services and (where appropriate) criteria concerning requisite skills, experience and qualifications of the Supplier's project team are specified in Schedule 1 (Project Team); and
 - (b) timely and successful completion of the Services depends on continuity of personnel in the roles of the Project Team members.

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| | <p>10. The Supplier shall not remove or replace any member of the Project Team without notifying the Buyer in writing.</p> <p>11. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Call Off Contract</p> |
| Alternative clauses | <p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>Not Applicable</p> |
| Buyer specific amendments to/refinements of the Call-Off Contract terms | <p>1. The parties agree that the definition of Deliverable shall be deleted and replaced with the following:</p> <p>Deliverable(s) means any means software, documents or other tangible items identified as “Deliverables” in the Call-Off Contract that the Supplier delivers to the Buyer.</p> <p>2. The parties agree that the following definitions shall apply to this Call Off Contract:</p> <p>Implementation Code means the software developed and updated from time to time to time by the Supplier specifically for purpose of Achieving the Deliverables unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables in life.</p> <p>3. The parties agree that Clause 11.4 of the Call Off terms and conditions shall be deleted and replaced with:</p> <p><i>“The Supplier hereby grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any third-party</i></p> |

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| | <i>IPRs, Background IPRs embedded within the Project Specific IPRs and Deliverables.”</i> |
| Personal Data and Data Subjects | Annex 1 of Schedule 7 applies. |
| Intellectual Property | Nothing beyond standard IPR provision. |
| Social Value | See Appendix 1 – Avanade Carbon Reduction Plan |
| Performance Indicators | Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer. |

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 clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

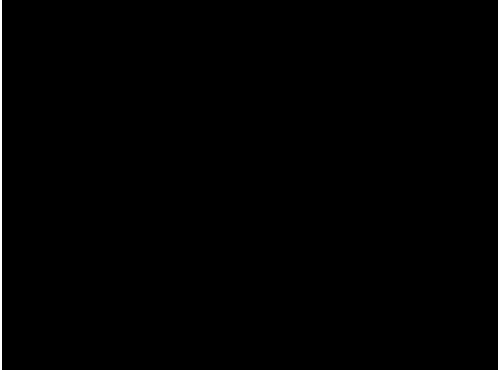
2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

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

IN WITNESS of which this Contract has been duly executed by the parties.

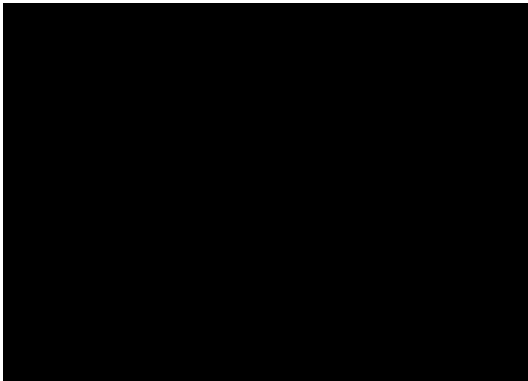
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

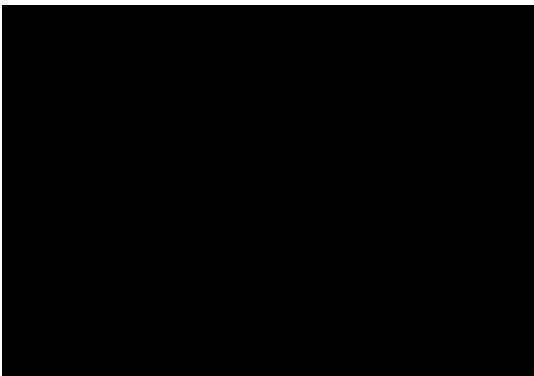


SIGNED for and on behalf of **AVANADE UK LTD**

Authorised Signatory 1:



Authorised Signatory 2:



Buyer Benefits

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

[G-Cloud 14 Customer Benefit 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 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, 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, schedules 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)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 to 8.6 (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)
- 30 (Insurance)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2 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 14 digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

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. This is not related to the platform supported, but instead the ability to provide the Supplier's services.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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 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

10. 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 trademarks 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 misappropriate 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 judgement 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.

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

11.6.3 use by the Buyer of the Services

11.7 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

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 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-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:

<https://www.npsa.gov.uk/sensitive-information-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/technologycode-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.

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.

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

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 24 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 24 months is subject to the Buyer's own governance process. Where the Buyer is a central

government department, this includes the need to obtain approval from CDDO 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 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

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 is not a 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

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.

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will cooperate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 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

29.3 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.4 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 using the template in Schedule 9 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 using the template in Schedule 9. 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

The CQC (the Buyer) is transforming so that it keeps pace with the changing healthcare landscape. The CQC is an insight driven organisation, seeking to use all of its data, information and knowledge to drive a view of quality underpinning the regulatory decision-making process, strengthening their independence and ensuring people receive safe and effective care.

In 2021, Avanade collaborated with the CQC to build the TDI (Transforming Data & Insights) platform. It has been built using Microsoft Azure and Power BI. The TDI platform provides a strategic data & analytics capability to their business to better exploit The CQC's data. The 1st stage of go-live was April 2022 and The Supplier have been supporting the platform since. The Buyer requires the Supplier to provide Data & Platform engineering support for the TDI-delivered Enterprise Data Platform, covering the required resources and a flexible operational support service model.

The service will be formed of a number of elements, namely:

- Core Service Support
- iHub Support

Core Service Support

Scope

The Scope of the Core Service will provide the Buyer with:

- Services through the Supplier's United Kingdom Delivery Centre (UKDC) Shared Service capability:
 - L2 & L3 application support of the Buyer's TDI Data Platform.
 - Capability for a continual delivery of enhancements to the TDI Data Platform subject to available capacity.
 - Operational issues and enhancements prioritised by the Buyer.
- Provision of a central service desk for the Buyer to log support requests
- Provision of a service delivery team
- Provision of support processes
- ITIL based service delivery and management.
 - Service Management
 - Incident Management
 - Request Management
 - Problem Management
 - Change Management

- Release Management
- Service reporting and service reviews in accordance with Governance
- Proactive monitoring and alerting on the TDI Data Platform using standard Azure monitoring.
- Regular BAU maintenance and housekeeping.
- Named Service Operations Manager, responsible for the services provided by the Supplier to the Buyer.
- iHub support (break-fix), without SLAs.
- Incremental application development and enhancement (up to a maximum of 5 day's effort) as prioritised by The Buyer.
- Any changes or development work over 5 days' will be provided through a change control notice or work product beyond the scope of this contract.

| Service Element | Core Service | Out of scope / Call Off |
|---|--------------|-------------------------|
| Service Delivery | | |
| • Service Delivery Manager | • | |
| • Service Reporting and Service Review meetings in accordance with 'Governance' of this contract | • | |
| • Provision to the Supplier's service desk | • | |
| • Web, email and phone service request logging | • | |
| • Proactive monitoring of the service against service levels through the Supplier's ServiceNow platform | • | |
| • Weekly report, including work completed prior week and work to be completed in the coming week | • | |
| • Daily Checks* | • | |
| Incident Management | | |
| • Support of the TDI Data Platform (See Core Service Supported Components below) | • | |
| • Reactive incident management for the following application components (interfaces, application code, ETL processes) | • | |
| • Proactive and reactive management of platform performance | • | |

| Service Element | Core Service | Out of scope / Call Off |
|--|--------------|-------------------------|
| • Creation of new data pipelines | | • |
| • Data administration, including reviewing data to identify and fix issues (e.g., data submitted in the wrong format), chasing missing data and monitoring Power BI refreshes | | • |
| • Source Data Issues | | • |
| • Configuration of new Data Sources | | • |
| • Deal with queries from the Buyer's staff re problems with data submission | • | |
| • Automated reactive and proactive monitoring of production environment (to include all components of the ' <i>Core Service Supported Components – TDI Data Platform</i> ' architecture diagram detailed below | • | |
| • Proactive and automated alerting of the ETL loads into the Power BI platform (inside the Buyer's Intelligence/Data & Insight unit) | • | |
| Request Management | | |
| • User account administration, including creating accounts, re-setting lost/expired passwords etc. | | • |
| Platform Management | | |
| • Capacity Management, managing disk, processor, memory usage and auto scaling or pausing environments where possible | • | |
| • Platform maintenance such as SQL server firewalls | | • |
| • Backup Management of SQL server and blob storage | • | |
| • Capacity planning of SQL Server and Power BI Premium | | • |
| • Patch Reviews and Critical Patch application to Microsoft Azure components where applicable | | • |
| • Security and usage monitoring (azure security recommendations; monitor security events) | • | |

| Service Element | Core Service | Out of scope / Call Off |
|--|--------------|-------------------------|
| • Pen Testing - Implement changes required upon completion of the independent assessment(s) | | • |
| • Deploy and configure new Azure components | | • |
| • Additions and enhancements to existing reports such as, but not limited to visualisation changes and new metric graphs | | • |
| Problem Management | | |
| • Problem investigation, diagnosis, solution definition & preparation of backlog item | • | |
| • Application changes implemented as a result of problem investigation | | • |
| Change and Release Management | | |
| • Environment and application enhancements, development, testing, deployment and support | | • |
| • Change to or new dashboards, reports, visualisations or platform functionality | | • |
| • Development of additional capabilities of the platform e.g., machine learning/predictive analytics etc | | • |
| • ARA Upgrades | | • |
| • ARA bugs identified in ARA where ARA code changes are required will be in scope and funded by Avanade | • | |
| Transition and Knowledge Transfer | | |
| • Transition and knowledge transfer of additional go lives | | • |
| Exit Plan | | |
| • Design of any exit plan | • | |
| • Implementation of any exit plan | | • |

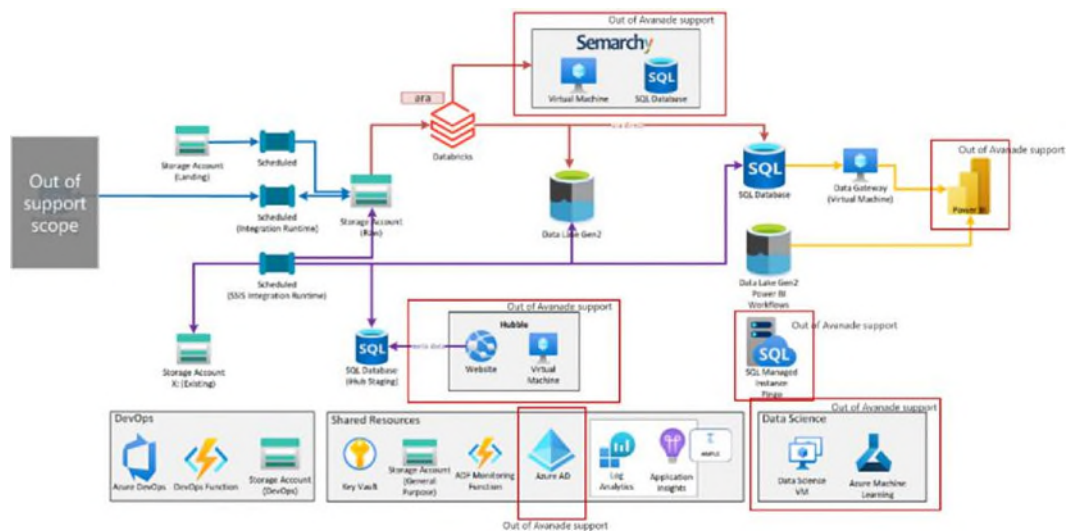
* The daily checks will not be ready on the first day of services. The Buyer must supply requirements via the Supplier's ticketing tool and the development of the daily check will be

actioned based on prioritisation set by the Buyer. Any time spent on producing the daily checks will come out of the 300 hours.

Those elements that are described as being core service elements in the table above will be delivered within the scope of the 300 hours in this agreement. The 300 hours of support has been created based on historical data of required support hours. Capacity is subject to adjustment, and where there is spare capacity or where additional capacity is purchased, the Supplier can request to use additional capacity to review out of scope activities, based on the prioritisation of the Buyer

Other elements will be delivered using separate Work Packages managed under change control.

Core Service Supported Components – TDI Data Platform



All aspects **not** in red boxes are supported by The Supplier as part of this Managed Service.

Out of Scope

All items not explicitly stated in the previous sections are deemed to be outside of this scope of work of the Core Service. Out of scope items can be delivered through Call Off or via agreed chargeable change request on agreement by both parties.
For the avoidance of doubt the items in the table are explicitly outlined as out of scope of the Core Service:

- Management of the Buyer's internal network infrastructure including LAN, WAN, VPNs, Firewalls, Switches and network security.
- Management of the underlying Azure network / VNets
- Any components not detailed in the *Core Service Supported Components* above

- Extended or out of hours support.
- Security skills or services.
- Disaster Recovery/Business Continuity.
- L1 support.
- Support or fix relating to the Buyer's Data Warehouse Reg Platform solution or Oracle Analytics Cloud.
- Support or fix relating to Power BI reports developed outside of the Buyer's Intelligence/Data & Insight unit.
- Support or fix relating to Power BI reports not developed by The Supplier that have not been transitioned to the Supplier's support team.
- Azure hosting / licencing.
- End user compute (desktop) services, user administration and policy configuration
- Any legal or regulatory advice or compliance outside of the normal requirements of complying with laws or regulations which relate to Avanade and its business only.
- Azure subscription Support.

The following shall apply in relation to Capacity made available through this agreement:

Service Capacity Model

- A capacity model has been created for this service model, therefore effort can be increased and decreased on a quarterly basis.
- Hours are forecasted in advance.
- The hours are consumed on a draw-down basis; with all activities the team completes being aligned to active tickets / tasks logged within the Supplier's service tool and reported to the Buyer on a bi-weekly basis.
- Capacity hours are measured over a month, any unused hours each month will not be carried forward into the next calendar month. The Supplier will allow the Buyer to exceed their Monthly Capacity without incurring additional charges under this SOW providing that such over consumption does not exceed 10% of the Monthly Capacity. In the event the Buyer exceeds Monthly Capacity for more than one (1) month, the Monthly Capacity will be increased by the Buyer in the next month.
- For avoidance of doubt this will not mean a 'true-up' system where the Supplier recovers over consumption in the next month. The intent of the Supplier's Unused and Over Consumption of Monthly Capacity agreement is to create a fair and flexible system.
- It will be the Supplier service manager and the Buyer that determine and manage any enhancement backlog.

- For the avoidance of doubt, any ticket raised by the Buyer in the Supplier's ticketing tool will be considered as approved.
- Unless otherwise agreed under Service Governance, should it be deemed during service review that there is not adequate Capacity to service all planned activities, the following sequence of remediation actions may be taken by the service management team:
 - Non-operational activities may be delayed or cancelled.
 - Planned maintenance and patching will focus on critical updates.
 - Priority 3 and 4 Incidents with their associated SLAs will be put on hold to prioritise Priority 1 and 2 Incident Management.
 - All SLAs will go on hold and reasonable endeavours used until such time that the Capacity of the service is addressed.
- Capacity is reviewed each month during the service review, considering inputs from both the Supplier and the Buyer. At all times, Capacity Changes are subject to a 60 days' notice period and a 3-month forecast will be maintained.
- The contract allows for the purchase of more hours in block of 40 hours, subject to lead times and availability in the team.
- A monthly capacity for BAU support, maintenance and minor enhancements and service management has been estimated, as detailed in the table below. The Buyer commits to this minimum level of the Capacity for the duration of this agreement:

| Service Quarter | Capacity (hours) |
|------------------------|-------------------------|
| Q1 | 900 |
| Q2 | 900 |
| Q3 | 900 |
| Q4 | 900 |
| Q5 | 900 |
| Q6 | 900 |
| Q7 | 900 |
| Q8 | 900 |

Service Delivery Team

The key roles accountable for delivery of the services defined in this Schedule 1 are:

| Company | Role |
|----------|-------------------------------------|
| Buyer | EDP Platform Lead |
| Buyer | Customer Service Manager |
| Buyer | Head of Enterprise Data & Reporting |
| Supplier | Client Director |
| Supplier | Service Delivery Manager |
| Supplier | Head of Managed Services |

Service Desk

The Supplier will provide access to the Supplier Service desk. The Supplier Service desk will be used to log service requests with the Supplier.

It will be possible to manually create service requests in three ways:

- Using the web front end to the Supplier Service desk software
- Emailing the Supplier service desk (data.servicedesk@ukidc.avanade.com)
- Calling the Supplier service desk (+44 161 768 4460)

Standard Hours of Service

The Supplier will provide the Buyer with support during the following hours:

| Day | Support Hours (UK) |
|--|--------------------|
| Monday to Friday (except UK Bank Holidays) | 08:00 - 18:00 |

Service Levels

The service levels defined in this section will apply to the support service scope defined in this Schedule 1.

Incident Severity Levels

The Incident Severity Levels (as defined in the table below) will apply to incidents that are raised and classified as faults with the supported systems.

Each incident that is logged will be allocated an Incident Severity that will determine the service level restoration targets that apply for the incident. The incident severity is based upon two user defined factors: the business impact of the incident and the urgency of a fix. The severity is derived using the following table:

| | | Urgency | | |
|--------|--------|---------|--------|-----|
| | | High | Medium | Low |
| Impact | High | 1 | 2 | 3 |
| | Medium | 2 | 3 | 4 |
| | Low | 3 | 4 | 4 |

Incident Service Levels

An incident will have been logged with the Supplier when a service ticket number has been raised and the Incident Severity has been agreed. Any incident logged outside of normal support hours will be treated for SLA purposes as having been logged at the start of the next working day.

The service levels for incidents raised is as follows and the table below defines the incident severity levels that will be used to categorise problems raised and provides examples of the nature of incidents at each severity level

| Severity | Service Level Performance Criterion | Description / Example | Formula | Service Level Target (Hours of Cover 08:00-18:00) |
|----------|-------------------------------------|--|---|--|
| 1 | Incident Resolution Time P1 | Production system unavailable or a security breach has occurred that impacts business i.e., System down - Data Platform unavailable to all users | (All P1 incidents - Failed P1 incidents) / All P1 incidents | <ul style="list-style-type: none"> • P1 100 % • Response Time (working hours) – 1hr • Target resolution time (working hours) – 4hrs |

| Severity | Service Level Performance Criterion | Description / Example | Formula | Service Level Target (Hours of Cover 08:00-18:00) |
|----------|-------------------------------------|--|---|--|
| 2 | Incident Resolution Time P2 | Production system is available, but all users are impacted by degraded service performance i.e., Degradation of service impacting multiple users Unable to access a subset of the system Critical file data load failure | (All P2 incidents - Failed P2 incidents) / All P2 incidents | <ul style="list-style-type: none"> • P2 95% • Response Time (working hours) – 2hrs • Target resolution time (working hours) – 12hrs |
| 3 | Incident Resolution Time P3 | Any incident affecting the production system that is not severity 1 or severity 2 Any incident affecting a single user The default priority i.e., Data reconciliation issue Default priority | (All P3 incidents - Failed P3 incidents) / All P3 incidents | <ul style="list-style-type: none"> • P3 85% • Response Time (working hours) – 4hrs • Target resolution time (working hours) – 36hrs |

| Severity | Service Level Performance Criterion | Description / Example | Formula | Service Level Target (Hours of Cover 08:00-18:00) |
|----------|---|--|---|--|
| 4 | Incident Resolution Time P4 Request Management | Other incidents such as intermittent faults and advice and guidance. Any incident relating to non-production environments i.e.: General advice and guidance. Non-production system issues. | (All P4 incidents - Failed P4 incidents) / All P4 incidents | <ul style="list-style-type: none"> • P4 80% • Response Time (working hours) – 4hrs • Target resolution time (working hours) – As agreed |

The Supplier will use commercially reasonable efforts to meet the target Response Time and the target resolution time where available Supplier Capacity provided under this agreement remains. Where sufficient capacity does not remain, the Buyer will be able to purchase additional capacity, as set out above.

For the avoidance of doubt, SLAs do not apply whilst Capacity is not available under this agreement.

Response and resolution targets only apply to the Supported Systems under the terms of this Call-Off Contract.

The service level will not apply where the Incident is caused by the negligent or incorrect actions of the Buyer or other non-Supplier employees, subcontractors or third parties. The Supplier reserves the right to charge the Buyer for resolving such Incidents.

The Buyer must notify the Supplier of Priority 1 and Priority 2 Incident by telephone in addition to any portal or email communications. The elapsed time calculations will not commence until the Supplier has been notified of such Incidents by telephone and an Incident has been successfully logged within the Service Desk system and a support Incident number has been raised.

Elapsed time is measured as the total amount of time during Normal Support Hours that any Incident is assigned to the Supplier up to the point of target compliance. This excludes any time where the Supplier is waiting for the Buyer or a third party to carry out an activity on which the Supplier is dependent; or time where the Buyer and the Supplier have agreed that an Incident can be set to on-hold awaiting further activity.

When the code or processing is impacted by the availability, access, performance, or functionality of Microsoft Azure Cloud Services the service levels within this Call-Off Contract will not apply.

Target Response and Resolution Time Measurement Method

The Target Response Time and Resolution Times begin when a new Ticket is submitted by the Buyer within the Service Portal or, in the case of a Priority 1 or 2 Incident, the Buyer additionally places a telephone call to the provided telephone number.

The target Response Time is not applicable for reopened tickets.

The Target Response Time ends when the Supplier Service Desk accepts the Ticket within the Service Portal or, in the case of a Priority 1 or 2 incident, The Supplier Service Desk accepts the Ticket via the telephone call placed by the Buyer.

The Target Resolution Time ends when the Supplier Managed Services Support team marks the Incident as resolved in the Service Portal.

Should the Supplier respond with a proposed solution, or request additional clarification related to a specific raised Ticket, the Buyer must provide a counter-response within five (5) Business Days (the "Response Period"), otherwise the raised Ticket shall be deemed closed, subject to the following procedure:

- During the Response Period, the Supplier will send one (1) daily reminder to the Buyer requesting a counter-response, in the first three (3) Business Days.
- If the Buyer does not respond by the third Business Day, the Supplier will set the Ticket to resolved status. The Buyer can still use the remaining two (2) Business Days of the Response Period to respond to the Supplier and reopen the Ticket.
- If the Buyer does not provide a response within the Response Period, the Ticket will be deemed closed.
- Once a Ticket is closed for any reason, the Ticket may not be reopened. If the Buyer seeks assistance with the same issue from the closed Ticket, a new Ticket will be required. Target Response Times and resolution times are measured and reported from the Supplier Service Portal at each priority level.

Ticket Target Response and Resolution Times

The measurement timeframe pauses in the following instances:

- Outside of hours of service
- The Supplier is waiting for additional information from the Buyer and/or a Buyer third party
- The Supplier is waiting for solution testing by Buyer and/or a Buyer third party (i.e., the measurement timeframe pauses from the time the Supplier provides the solution to the Buyer until the time the Buyer completes solution testing).
- The Supplier has escalated to the Buyer and/or a Buyer third party whose input is required in connection with the solution.
- The Supplier is waiting for the Buyer to approve a change request.
- There is a period of planned downtime of the Service.

- Time taken to restore files from backup.
- There is no Capacity remaining.

Service Management

The service management elements defined in this section will apply to the support service scope defined in this Schedule 1.

Service Delivery Management

Supplier will assign a "Service Delivery Manager" as the primary point of contact with Buyer for delivery of Services.

Buyer shall appoint a "Customer Service Manager" as the primary point of contact for delivery of Services.

Supplier Service Delivery Manager

The Supplier Service Delivery Manager has the following responsibilities:

- The primary point of escalation for Buyer for services delivered under this statement of work
- Produce a service delivery report that details service performance. The report will document incidents raised, status and performance against agreed SLAs. The report will also show usage of Project Delivery Resource time consumed.
- Attend Service Review Meetings with the Buyer Service Manager to review the performance of the services delivered. This meeting will review the Service Delivery Report, areas for improvement, lessons learned and to discuss planned activities or future periods.
- Manage the Change Control Procedure with the Buyer if solution scope changes are deemed necessary
- Manage the running and setup of Support Services and manage support contacts, documentation and escalations
- Co-ordinate any incident management escalations to achieve Target Response and Resolution Times being met.

Buyer Customer Service Manager

The Customer Service Manager has the following responsibilities:

- Accountable for delivery of the Service within the Buyer organisation
- Attend Service Review Meetings with the Supplier Service Delivery Manager to review the performance of the services delivered.
- Act as a point of escalation for Supplier Service Reviews.

- Provide review and approval, where possible, of the short-term and long-term plans and activities in regard to the delivery of the Services.
- Resolve key service delivery issues and Disputes.
- Manage interfaces and integration to achieve a seamless end to end service
- Work collaboratively to overcome problems, provide solutions and leading-edge expertise.
- Drive suppliers forward to deliver to scope, quality, schedule and cost
- Able to approve change requests
- Seek guidance from, provide recommendations to, and escalate issues to the Steering Group as required.

The Incident Management Process

Background

The incident management process is the process that Buyer and Supplier follow to restore normal operation as quickly as possible following an Incident on a supported system. The Incident is deemed to be resolved when service has been restored and the end user has confirmed the resolution either, as the result of a fix being applied or using a work-around to the incident.

Where a service is restored by way of a temporary work-around the problem management process will be invoked to investigate and address the root cause of the issue and find a permanent fix.

If a permanent change is required to a supported system as a result of the incident, then the change management process will be used to affect such a change and relevant charges shall apply through the Capacity Engineering Service, Call Off or separate Work Package.

Incident Detection and Logging

An Incident can be detected in three ways:

- Buyer identifies the issue
- A Supplier employee identifies the issue
- Application Monitoring Software identifies and issues an alert.

When Buyer identifies an issue, it will be passed to an expert user within the organisation.

The expert user will be responsible for triaging the issue to determine the root cause.

When a Supplier employee identifies an incident then it should be logged on the incident management system, and the Buyer expert users notified.

When the application monitoring software identifies an issue, it will be investigated by Supplier. If the issue is an incident, then it will be logged on the incident management system and the expert users notified.

Incidents may be logged in three ways:

- Calling the Supplier service desk

- Emailing the Supplier service desk
- Using the support desk portal.

An incident is considered logged only when an incident ticket number has been allocated by the incident management system. Supplier will only investigate incidents that have an associated ticket number.

Escalation

If Buyer believes that an incident requires a higher priority than that which has been agreed with the service desk, then the issue may be escalated.

The points of escalation will be defined in the Service delivery plan, but will normally be:

| Level | Supplier Role |
|-------|--------------------------------|
| 1 | Service Delivery Manager |
| 2 | Managed Services Practice Lead |
| 3 | Client Director |

When Buyer upgrades the severity of an incident the SLA clock will be reset to zero. This is analogous to closing the incident and re-opening at the new severity level and is intended to avoid the agreed SLAs being breached as a result of the severity of an existing incident being raised.

The Change Management Process

The change management process defines the process to be followed for managing changes to the services to be delivered under this Call-Off Contract and for changes in scope of the Support Systems.

Buyer or Supplier can initiate a change by completing the change request form.

The completed change request forms will be passed to Supplier who will investigate the impact of the change. This scoping of the change will include estimating the time, effort and cost of implementing the change and will also include a risk analysis. The change request will also identify whether the nature of the change is small or large.

If the change request is small (less than 30 days' effort) then Buyer may sign the change request off, and Supplier will then schedule time to implement the change.

For larger changes, Supplier will prepare a more detailed Work Package for the change. Such a detailed Work Package will include:

- Background for change
- Objectives of change
- Scope of change
- Testing and Release procedures to be followed
- Responsibilities of both parties
- Risks and Issues

- Time scale and cost of change

If Buyer approves the Work Package, then it will form an addendum to this Call-Off Contract and will be signed by both parties.

Once the revised Work Package has been signed Supplier will begin work implementing the changes defined by the Work Package.

Supplier shall not commence provision of any additional services until it has received written authorisation from Buyer approving the change request.

If a change request falls within the scope of an existing Work Package, then such a change request will be implemented without any incremental costs being incurred. All other change requests will incur additional charge. Supplier will advise Buyer of any such incremental charges before starting work of such a change request.

If a change request is implemented to a Supported System without Supplier being directly involved in implementing the change, then Supplier reserves the right to review the changes that have been made to the Supported Systems. Should, in Supplier sole opinion, additional changes be required to the systems to allow Supplier to continue to provide support then Supplier may at its sole discretion suspend the Support Services until such time as those changes identified by Supplier have been made.

Service Reporting

Supplier will provide Buyer with a monthly service report that will detail:

- Incident summary report for incidents logged, resolved and closed during the reporting period
- Change summary report for changes logged, implemented and closed during the reporting period
- SLA compliance
- Longer term trend analysis of the incident and change management regimes
- Monthly Capacity hours breakdown

Obligations

Buyer has a number of Service delivery obligations:

- Appoint a nominated Customer Service Manager as the primary point of contact for Supplier
- Identify the users who will act as the initial point of contact for issues identified in Buyer. The users will be responsible for logging calls with Supplier
- Buyer will respond to queries raised by Supplier in a timely manner
- Manage and maintain the support process and structure as defined and agreed by both parties and documented in the Service Delivery Plan
- Provide Supplier with timely access to Buyer buildings, employees, systems and data
- Provide Supplier with remote access to the Buyer network and supported systems

Supplier has the following obligations:

- Manage the support process as defined and agreed by both parties in the Service Delivery Plan
- Accurate reporting of the service delivered by this Call-Off Contract including:
 - Analysis of issues and changes
 - Reporting of Project Delivery Resource time
 - Adherence to agreed SLAs
- Upfront coordination detailing when call-off will be utilised, including forecasted volume
- Monthly reporting on call-off utilisation and balance
- Respond to incidents raised within agreed timescales
- Provide solutions in a consistent manner to designated contacts within the Buyer
- Provide fault documentation, review information, and documentation detailing incidents not handled within SLA
- Maintain consistently and within agreed standards all solutions and related documentation

Delivery Management Governance

| Meeting | Mandatory Attendees | Purpose |
|--------------------------------------|--|--|
| Daily 15 Minute Stand Up | <ul style="list-style-type: none"> • Supplier Data Engineering representative • Buyer EDP Team representative | <ul style="list-style-type: none"> • The Buyer to lead the stand ups • Review daily actions and priorities • Buyer to represent any updates from 3rd parties, including changes that might impact the Supplier's scope of services |
| Weekly Technical Catch Up | <ul style="list-style-type: none"> • Supplier Data Engineering representative • Buyer EDP Team Lead | <ul style="list-style-type: none"> • Review weekly actions • Set priorities for the following week |
| Bi-weekly Service Management Meeting | <ul style="list-style-type: none"> • Supplier Service Delivery Manager • Buyer Customer Service Manager or EDP Platform Lead | <ul style="list-style-type: none"> • Review and prioritise current issues, incidents and requests. • Provide clarification and direction as needed. |

| | | |
|-------------------------------------|---|---|
| | | <ul style="list-style-type: none"> Review spent and planned Capacity |
| Monthly Service Review (Technical) | <ul style="list-style-type: none"> Supplier Service Delivery Manager Supplier Client Director Buyer Customer Service Manager or EDP Platform Lead Buyer Head of Enterprise Data & Reporting | <ul style="list-style-type: none"> Supplier Service Delivery Manager to lead Review monthly and quarter (to-date) service performance against agreed metrics. Review remaining Capacity and agree expected priorities, demand and forecast capacity utilisation. Pre-approve forthcoming work items. Agree actions and management changes as part of a culture of continual improvement. |
| Monthly Service Review (Commercial) | <ul style="list-style-type: none"> Supplier Client Director Supplier Service Delivery Manager Buyer Customer Service Manager or EDP Platform Lead Buyer Head of Enterprise Data & Reporting | <ul style="list-style-type: none"> Supplier Client Director to lead Review monthly and quarter (to-date) service performance against agreed metrics. Pre-approve forthcoming work items. Review the Suppliers' performance against the Required Behaviours Assure that the end-to-end services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Buyer Resolve key service delivery issues and disputes |
| Quarterly Steering Meeting | <ul style="list-style-type: none"> Supplier Account Director Supplier Service Delivery Manager Buyer Customer Service Manager | <ul style="list-style-type: none"> Supplier Client Director to lead Act as a point of escalation from the Buyer Service Delivery Group and for issues from service delivery and financial performance perspective and any staff matters that arise |

| | | |
|-------------------------------------|--|--|
| | <ul style="list-style-type: none"> • Buyer Head of Enterprise Data & Reporting or EDP Platform Lead | <ul style="list-style-type: none"> • Evaluate feedback from other governance bodies about the whole spectrum of the relationship between the Buyer and the Suppliers • Address the alignment of the Buyer's strategy to deliver additional value to the Buyer's business activities. • Review quarterly service performance against agreed metrics. • Review overall Unit delivery roadmap, expected support requirements, forthcoming capacity and resource needs to enable Supplier to plan resourcing. • Agree actions and management changes as part of a culture of continual improvement. |
| Bi-Annual Quality Assurance Meeting | <ul style="list-style-type: none"> • Supplier QA Director • Supplier Client Director • Buyer Customer Service Manager or EDP Platform Lead • Buyer Head of Enterprise Data & Reporting | <ul style="list-style-type: none"> • Review bi-annual quality of the whole spectrum of the relationship between the Buyer and the Suppliers |

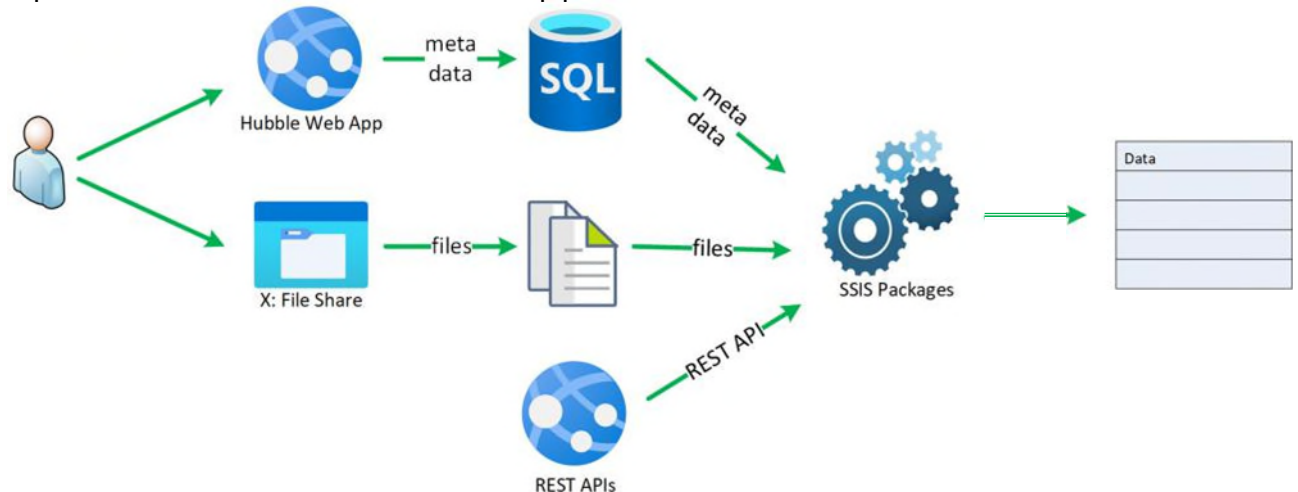
Where a mandatory attendee cannot attend then either party will notify the other no less than 24 hours in advance and will assign a suitable delegate to attend in their place or propose an alternative time and date to enable rescheduling of the meeting.

iHub Support Service

The Buyer has requested that the Supplier provides iHub Version 2 support capability to extend the Buyer's team.

The iHub Version 2 platform is a product used by the Buyer to provide text analysis. It is made up of a series of Microsoft native technology components (a high-level view is below – this documentation has been provided by the Buyer).

The platform works together as a single platform, with the Hubble application creating the input and meta-data for the downstream pipelines.



The Scope of the iHub Version 2 Support Service will provide the Buyer with:

- Services through the Supplier's United Kingdom Delivery Centre Shared Service capability
- Provision of iHub L2/L3 break/fix support of the iHub Version 2 application and loading processes
-

The iHub Version 2 Support Service will be provided in accordance with the Core Service **(but exempt from response and/or resolution times and SLAs)**.

The Supplier and the Buyer shall follow the support processes defined within this agreement for the provision of the iHub Version 2 support.

The Buyer will be responsible for monitoring iHub Version 2 and where incidents are identified, will follow the incident process with the Supplier.

Aims and Expectations

The below areas are aims of the service that will be reviewed in the Commercial review and the Steering review governance meetings.

| No | Aims | Measurement | Expectation | Reference in contract |
|----|---|--|-------------|---|
| 1 | <p>Delivery of Daily Reports The supplier will supply a production environment status report to be delivered each working day.</p> <p>The daily checks will not be ready on the first day of services. The Buyer must supply requirements via the Supplier's ticketing tool and the development of the daily check will be actioned based on prioritisation set by the Buyer. Any time spent on producing the daily checks will come out of the monthly 300 hours.</p> | <p>Percentage of reports delivered each working day, at a mutually agreed time.</p> <p>(This will only commence following the mutually agreed productionisation of the daily reports).</p> | >=99% | P49 In Scope table (with a caveat that the requirements must be sent through, and we will develop them by using the 300 hours). |
| 2 | <p>Weekly Status Report The Supplier will provide a weekly status report, stipulating the work complete or in progress and detailing the planned work for the following week. Requirements to be sent by Buyer and mutually agreed.</p> | <p>Percentage of reports delivered on the Monday (Weekly) or first working day of the week, at a mutually agreed time. Absences to be handled relationally.</p> | >=99% | P49 In Scope table |
| 3 | <p>Meeting - Technical Catch Up (Weekly) Discussion of any technical issues during the week – agenda is ad hoc based upon current issues.</p> <p>Attendance by Buyer – Principal Data Engineer, Senior Data Engineer, EDP Lead (optional) Supplier – Data Engineer</p> | Attendance of meeting by Supplier | >=95% | P63 Delivery Management Governance |
| 4 | <p>Meeting – Managed Service Catch Up (Fortnightly) The Supplier will meet the Buyer fortnightly in the Managed Service catch up to agree and set priority. Supplier to prepare report showing categorised breakdown of hours utilised (fortnightly) for the Buyer to review.</p> <p>Attendance by Buyer – EDP Lead, Principal Data Engineer Supplier – Service Delivery Manager</p> | Attendance of meeting by Supplier and provision of reports on a fortnightly basis | >=95% | P64 Delivery Management Governance |

| No | Aims | Measurement | Expectation | Reference in contract |
|----|---|---|-------------|------------------------------------|
| 5 | Meeting - Service Review Commercial (Monthly) Supplier to attend monthly commercial reviews and present on previous months performance, providing a categorised breakdown of hours utilised for review Attendance by Buyer – DD EDR, Commercial Lead, EDP Lead Supplier – Account Manager, Service Delivery Manager | Attendance of meetings by supplier and provision of required reports. | >=95% | P64 Delivery Management Governance |
| 6 | Meeting - Service Review Technical (Monthly) Supplier to attend monthly technical reviews and present on previous months performance, providing a categorised breakdown of hours utilised for review Attendance by Buyer – EDP Lead, Principal Data Engineer Supplier – Account Manager, Service Delivery Manager | Attendance of meetings by supplier and provision of required reports. | >=95% | P64 Delivery Management Governance |
| 7 | Meeting – QA (Bi-Annually) The Buyer to provide QA feedback to Supplier on contract performance, highlighting areas of success and areas needing improvement. Supplier is expected to address any issues raised appropriately. Attendance by Buyer – DD EDR, Commercial Lead, EDP Lead, Principal Data Engineer Supplier – Account Manager, Service Delivery Manager | Attendance of meetings | 100% | P65 Delivery Management Governance |
| 8 | Meeting – Steering (Quarterly) Steering meeting with senior stakeholders to discuss performance of both Managed Services and Call Off contracts, Supplier to present and own. Attendance by Buyer – CDDO, Director D&I, DD EDR, Commercial Lead, EDP Lead Supplier – Account Manager, Service Delivery Manager | Attendance of meetings | 100% | P65 Delivery Management Governance |

| No | Aims | Measurement | Expectation | Reference in contract |
|----|--|--|---|---|
| 9 | Standard Hours of Operation The standard hours of operation for the Supplier will be 08:00 – 18:00, Monday to Friday excluding bank holidays | To be measured as a result of contact made by CQC TDI team through (ServiceNow) ticketing system | 100% | P55 Standard Hours of Service |
| 10 | Attendance at 15-Min Daily Stand-Up Meetings Buyer – Principal Data Engineer, Senior Data Engineer, EDP Lead (optional) Supplier – Data Engineer | Attendance at meetings. Absences to be handled relationally. | >=99% | P63 Delivery Management Governance |
| 11 | Incident Resolution Time P1 Production system unavailable or a security breach has occurred that impacts business i.e., System down - Data Platform unavailable to all users | (All P1 incidents - Failed P1 incidents) / All P1 incidents | 100 % Response Time (working hours) – 1hr Target resolution time (working hours) – 4hrs | P56-57 Incident Service Levels and Thresholds table (response times listed) |
| 12 | Incident Resolution Time P2 Production system is available, but all users are impacted by degraded service performance i.e., Degradation of service impacting multiple users Unable to access a subset of the system Critical file data load failure | (All P2 incidents - Failed P2 incidents) / All P2 incidents | 95% Response Time (working hours) – 2hrs Target resolution time (working hours) – 12hrs | P56-57 Incident Service Levels and Thresholds table (response times listed) |
| 13 | Incident Resolution Time P3 Any incident affecting the production system that is not severity 1 or severity 2 Any incident affecting a single user The default priority i.e., Data reconciliation issue Default priority | (All P3 incidents - Failed P3 incidents) / All P3 incidents | 85% Response Time (working hours) – 4hrs Target resolution time (working hours) – 36hrs | P56-57 Incident Service Levels and Thresholds table (response times listed) |

| No | Aims | Measurement | Expectation | Reference in contract |
|----|--|---|---|---|
| 14 | Incident Resolution Time P4 - Request Management Other incidents such as intermittent faults and advice and guidance. Any incident relating to non- production environments i.e.: General advice and guidance. Non-production system issues. | (All P4 incidents - Failed P4 incidents) / All P4 incidents | 80% Response Time (working hours) – 4hrs Target resolution time (working hours) – As agreed | P56-57 Incident Service Levels and Thresholds table (response times listed) |

Schedule 2: Call-Off Contract charges

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



Schedule 3: Collaboration agreement

(NOT USED)

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 Buyer 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 Buyer 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
- 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 its best endeavours to ensure that in its employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract it 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 Buyer will be entitled to receive upon request a copy of the policy.

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 Buyer 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 Term 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 Buyer 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 Buyer. 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 Buyer 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 Buyer 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 Buyer in relation to same.

2.6 Health and safety

2.6.1 The Supplier will promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Buyer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

2.6.2 While on the Buyer premises, the Supplier will comply with any health and safety measures implemented by the Buyer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Buyer 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 Buyer 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 Buyer 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 Buyer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Buyer under any insurance policy).

2.7.2 If during the Call-Off Contract Term 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 Buyer 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 Buyer's cost and the Supplier will (at no additional cost to the Buyer) provide any help the Buyer 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

(NOT USED)

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

| Expression | Meaning |
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| Additional Services | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request. |
| Additional Service Hours | means additional Capacity provided by the Supplier over and above the Capacity as set out in this agreement. |
| Admission Agreement | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s). |
| Application | The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform). |
| Audit | An audit carried out under the incorporated Framework Agreement clauses. |
| Background IPRs | <p>For each Party, IPRs:</p> <ul style="list-style-type: none"> ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p> |
| Buyer | The contracting authority ordering services as set out in the Order Form. |
| Buyer Data | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer. |

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| Buyer Personal Data | The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract. |
| Buyer Representative | The representative appointed by the Buyer under this Call-Off Contract. |

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| Buyer Software | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services. |
| Call-Off Contract | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |
| Capacity | Means the pre-agreed hours available from Supplier Managed Service resources assigned to this Call-off Contract |
| Charges | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract. |
| Collaboration Agreement | An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the |

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| | Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate. |
| Commercially Sensitive Information | Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive. |
| Confidential Information | <p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential'). |
| Control | 'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| Controller | Takes the meaning given in the UK GDPR. |

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| Crown | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |
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| Data Loss Event | 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. |
| Data Protection Impact Assessment (DPIA) | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| Data Protection Legislation (DPL) | (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. |
| Data Subject | Takes the meaning given in the UK GDPR |
| Default | <p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract |

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| | 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. |
| DPA 2018 | Data Protection Act 2018. |
| Employment Regulations | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') . |
| End | Means to terminate; and Ended and Ending are construed accordingly. |
| Environmental Information Regulations or EIR | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| Equipment | The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |

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| ESI Reference Number | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| Employment Status Indicator test tool or ESI tool | <p>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:</p> <p>https://www.gov.uk/guidance/check-employment-status-fortax</p> |
| Expiry Date | The expiry date of this Call-Off Contract in the Order Form. |
| Financial Metrics | <p>The following financial and accounting measures:</p> <ul style="list-style-type: none"> ● Dun and Bradstreet score of 50 ● Operating Profit Margin of 2% ● Net Worth of 0 ● Quick Ratio of 0.7 |

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| Force Majeure | <p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| Former Supplier | <p>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).</p> |

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| Framework Agreement | The clauses of framework agreement RM1557.14 together with the Framework Schedules. |
| Fraud | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |

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| Freedom of Information Act or FoIA | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| G-Cloud Services | The cloud services described in Framework Agreement 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. |
| UK GDPR | The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679). |
| Good Industry Practice | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances. |
| Government Procurement Card | The government's preferred method of purchasing and payment for low value goods or services. |

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| Guarantee | The guarantee described in Schedule 5. |
| Guidance | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| Implementation Plan | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. |
| Indicative test | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| Information | Has the meaning given under section 84 of the Freedom of Information Act 2000. |

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

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| Insolvency event | <p>Can be:</p> <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium ● a Supplier Trigger Event |
| Intellectual Property Rights or IPR | <p>Intellectual Property Rights are:</p> <p>(a) 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>(b) 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> <ul style="list-style-type: none"> ● (c) all other rights having equivalent or similar effect in any country or jurisdiction |
| Intermediary | <p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p> |
| IPR claim | As set out in clause 11.5. |
| IR35 | <p>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.</p> |

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| IR35 assessment | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
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| Know-How | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date. |
| Law | 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, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| Loss | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly. |
| Lot | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly. |
| Malicious Software | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |

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| Management Charge | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract. |
| Management Information | The management information specified in Framework Agreement Schedule 6. |
| Material Breach | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| Ministry of Justice Code | The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |

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| New Fair Deal | The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended. |
| Order | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes. |
| Order Form | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |

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| Ordered G-Cloud Services | G-Cloud Services which are the subject of an order by the Buyer. |
| Outside IR35 | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |
| Party | The Buyer or the Supplier and 'Parties' will be interpreted accordingly. |
| Performance Indicators | The performance information required by the Buyer from the Supplier set out in the Order Form. |
| Personal Data | Takes the meaning given in the UK GDPR. |
| Personal Data Breach | Takes the meaning given in the UK GDPR. |
| Platform | The government marketplace where Services are available for Buyers to buy. |
| Processing | Takes the meaning given in the UK GDPR. |
| Processor | Takes the meaning given in the UK GDPR. |

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| Prohibited act | <p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud |
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| Project Specific IPRs | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs. |
| Property | Assets and property including technical infrastructure, IPRs and equipment. |

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| Protective Measures | 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. |
| PSN or Public Services Network | The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources. |
| Regulatory body or bodies | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract. |
| Relevant person | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. |
| Relevant Transfer | A transfer of employment to which the employment regulations applies. |
| Replacement Services | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party. |

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| Replacement supplier | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). |
| Security management plan | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1. |

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| Services | The services ordered by the Buyer as set out in the Order Form. |
| Service Data | Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data. |
| Service definition(s) | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement. |
| Service description | The description of the Supplier service offering as published on the Platform. |
| Service Personal Data | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract. |
| Service Quarter | means each 3-month period from the commencement of the service. |

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| Spend controls | <p>The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</p> |
| Start date | <p>The Start date of this Call-Off Contract as set out in the Order Form.</p> |
| Subcontract | <p>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.</p> |
| Subcontractor | <p>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.</p> |
| Subprocessor | <p>Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.</p> |
| Supplier | <p>The person, firm or company identified in the Order Form.</p> |
| Supplier Representative | <p>The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.</p> |

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| Supplier staff | All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| Supplier Terms | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application. |
| Term | The term of this Call-Off Contract as set out in the Order Form. |
| Trigger Event | The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days. |
| Variation | This has the meaning given to it in clause 32 (Variation process). |
| Variation Impact Assessment | <p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract; b) details of the cost of implementing the proposed variation; c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure |

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| | <p>required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p> |
| Working Days | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| Year | A contract year. |

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Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended

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.

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

| Description | Details |
|---|---|
| Identity of Controller and Processor for each Category of Personal Data | <p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 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> <ul style="list-style-type: none"> ● The Supplier is being engaged by the Buyer for Managed Service Support of the EDP Production Platform. The scope and purposes and processing of Personal Data is restricted to the delivery of these support services. The Buyer will engage the Supplier for these support services via Incidents, Problems or Requests. The Supplier will provide support for data ingestion pipelines and all associated Azure services within the EDP Production Platform, providing break fix support. The Supplier will provide support for releases into the EDP Production Platform ensuring they follow the Buyers CAB process. The scope of Personal Data for the purposes of Processing is strictly restricted to |

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| | the support of the Production platform within these confines. Outside of these confines no access or processing of Personal Data is permissible by the Buyer. |
| Duration of the Processing | From the start of the contract (1 st May 2025) until the end of this contract (31 st April 2027). |
| Nature and purposes of the Processing | <p>Nature of information:</p> <ul style="list-style-type: none"> • Service Provider Information (Organization, Partnership and Individual) • External Agency Information • Provider Location Information • Registration Contacts Information • General Contact Information (captured from the enquiries) <p>The capture of information about Service Providers, Providers Staff, Service Users and Citizens both in their experience of using services as well as information captured as part of the services.</p> <p>Project work will typically have specific information captured about user's needs, and users experience as they use newly developed services. This information is captured in project documentation such as (but not limited to) User Stories, Customer Journey Mapping, Prototypes, Web forms, Databases and User Research videos / documentation.</p> <p>Wherever possible during development personal data is not captured and is anonymised. Where there is no alternative, this is noted and captured as part of the phase of work and explicitly highlighted to the users involved, with the option of not participating. The project documentation is kept in line with the records retention policy.</p> <p>The Information captured will be captured from the following areas:</p> |

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| | <ul style="list-style-type: none"> • Provider Portal • Registration Forms Submission through Email & Post • NCSC Contact Centre Enquiries <p>The Information will be stored / processed via:</p> <ul style="list-style-type: none"> • Dynamics 365 • SharePoint • Enterprise Service Bus |
| Type of Personal Data | Regulated information that is a part of our purpose as a regulator. Typically, this will be name and contact details such as e-mail and phone number, organisation position, business address details required in order to register and notify CQC of details in respect to delivery of regulated services. |
| Categories of Data Subject | <ul style="list-style-type: none"> • CQC staff • Provider Staff and temporary workers • Suppliers • Service Users • Citizens |
| International transfers and legal gateway | All EDP environment resources, including storage accounts and SQL servers, are deployed in UK South region in Azure. |
| Plan for return and destruction of the data once the Processing is complete | <p>Any personal data will be subject to transfer to a replacement supplier, as per the exit plan. Once the transfer is completed the supplier will then delete any personal data unless the law requires retention of the data by the supplier for a longer period.</p> <p>The Parties are required to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.</p> |

Schedule 8 (Corporate Resolution Planning)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 6 (Glossary and interpretations):

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| <p>"Accounting Reference Date"</p> | <p>means in each year the date to which the Supplier prepares its annual audited financial statements;</p> |
| <p>"Annual Revenue"</p> | <p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p> |

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| <p>“Appropriate Authority” or “Appropriate Authorities”</p> | <p>means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;</p> |
| <p>“Associates”</p> | <p>means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;</p> |
| <p>"Cabinet Office Markets and Suppliers Team"</p> | <p>means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;</p> |
| <p>“Class 1 Transaction”</p> | <p>has the meaning set out in the listing rules issued by the UK Listing Authority;</p> |

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| <p>“Control”</p> | <p>the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;</p> |
| <p>“Corporate Change Event”</p> | <p>means:</p> <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; () any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services; (b) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services; (a) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; (b) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier; (c) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; |

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| | <p>(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>(c) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>(i) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p> |
| "Corporate Change Event Grace Period" | means a grace period agreed to by the Appropriate Authority for providing CRP Information and/or updates to Business Continuity Plan after a Corporate Change Event; |
| "Corporate Resolvability Assessment (Structural Review)" | means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule; |

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| <p>“Critical National Infrastructure” or “CNI”</p> | <p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p> |
| <p>“Critical Service Contract”</p> | <p>means the overall status of the Services provided under the Call-Off Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;</p> |
| <p>“CRP Information”</p> | <p>means the corporate resolution planning information, together, the:</p> <p>(a) Exposure Information (Contracts List);</p> <p>(b) Corporate Resolvability Assessment (Structural Review); and</p> <p>(c) Financial Information and Commentary</p> |

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| <p>“Dependent Parent Undertaking”</p> | <p>means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Call-Off Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Call-Off Contract;</p> |
| <p>“FDE Group”</p> <p>“Financial Distress Event”</p> | <p>means the Supplier</p> <p>the credit rating of an FDE Group entity dropping below the applicable Financial Metric;</p> <p>an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;</p> <p>an FDE Group entity committing a material breach of covenant to its lenders;</p> <p>a Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;</p> |

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| | <p>any of the following:</p> <p>commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;</p> <p>non-payment by an FDE Group entity of any financial indebtedness;</p> <p>any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;</p> <p>the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity;</p> <p>or</p> <p>the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;</p> <p>in each case which the Buyer reasonably believes (or would be likely to reasonably believe) could directly impact on the continued performance and delivery of the Services in accordance with the Call-Off Contract; and</p> <p>any two of the Financial Metrics for the Supplier not being met at the same time.</p> |
| “Parent Undertaking” | has the meaning set out in section 1162 of the Companies Act 2006; |
| “Public Sector Dependent Supplier” | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business; |

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| “Strategic Supplier” | means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ; |
| “Subsidiary Undertaking” | has the meaning set out in section 1162 of the Companies Act 2006; |
| “Supplier Group” | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; |
| “UK Public Sector Business” | means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and |

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| “UK Public Sector / CNI Contract Information” | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Annex 1; |
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2. Service Status and Supplier Status

2.1 This Call-Off Contract is a Critical Service Contract.

2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team in writing within 5 Working Days of the Start Date and throughout the Call-Off Contract Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

2.3 The Buyer and the Supplier recognise that, where specified in the Framework Agreement, CCS shall have the right to enforce the Buyer's rights under this Schedule.

3. Provision of Corporate Resolution Planning Information

3.1 Paragraphs 3 to 5 shall apply if the Call-Off Contract has been specified as a Critical Service Contract under Paragraph 2.1 or the Supplier is or becomes a Public Sector Dependent Supplier.

3.2 Subject to Paragraphs 3.6, 3.10 and 3.11:

3.2.1 where the Call-Off Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Start Date; and

3.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.

3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9:

3.3.1 is full, comprehensive, accurate and up to date;

3.3.2 is split into three parts:

- (a) Exposure Information (Contracts List);
- (b) Corporate Resolvability Assessment (Structural Review);
- (c) Financial Information and Commentary

and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

3.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

3.3.5 complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.

3.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approve the CRP Information or that the Appropriate Authority or Appropriate Authorities reject the CRP Information.

3.5 If the Appropriate Authority or Appropriate Authorities reject the CRP Information:

3.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

3.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval

within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 3.3 to 3.5 shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution under clause 32 of the Framework Agreement (Managing disputes).

3.6 Where the Supplier or a member of the Supplier Group has already provided CRP Information to a central government body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that central government body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 if:

3.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

3.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Call-Off Contract had then been in force) have occurred since the date of issue of the Assurance.

3.8 If the Call-Off Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

3.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11) unless the Supplier is relieved of the consequences of the Financial Distress Event as a result of credit ratings being revised upwards;

3.8.2 within 30 days of a Corporate Change Event unless

(a) the Supplier requests and the Appropriate Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Appropriate Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly

and fully engage with the Appropriate Authority to enable it to understand the nature of the Corporate Change Event and the Appropriate Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or

(b) not required pursuant to Paragraph 3.10;

3.8.3 within 30 days of the date that:

(a) the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or

(b) none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

3.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

(a) updated CRP Information has been provided under any of Paragraphs 3.8.1 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or

(b) not required pursuant to Paragraph 3.10.

3.9 Where the Supplier is a Public Sector Dependent Supplier and the Call-Off Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8.1 to 3.8.4, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

3.10.1 Aa3 or better from Moody's;

3.10.2 AA- or better from Standard and Poors;

3.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event due to credit ratings being revised upwards) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which

cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.

4. Termination Rights

4.1 The Buyer shall be entitled to terminate the Call-Off Contract if the Supplier is required to provide CRP Information under Paragraph 3 and either:

4.1.1 the Supplier fails to provide the CRP Information within 4 months of the Start Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

4.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Call-Off Contract, which shall be deemed to be an event to which Clause 18.4 applies.

5. Confidentiality and usage of CRP Information

5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

5.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 5.1 and incorporated Framework Agreement clause 34.

5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;

5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

- (a) summarising the information;
- (b) grouping the information;
- (c) anonymising the information; and
- (d) presenting the information in general terms

5.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST

1 The Supplier shall:

1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

(a) are with any UK public sector bodies including: central government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;

(b) are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the contract with the end recipient; or

(c) involve or could reasonably be considered to involve CNI;

1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link

ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)

1. The Supplier shall:

1.1 provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;

1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and

1.3 provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI agreements listed pursuant to Annex 1 and the dependencies between each.

ANNEX 3: Financial information AND COMMENTARY

1 The Supplier shall:

1.1 provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Appropriate Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and

1.2 ensure that the information is presented in a simple, effective and easily understood manner.

2 For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Appropriate Authority remains protected by confidentiality).

Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

| Contract Details | | |
|---|---|--------------------------|
| This variation is between: | [insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier") | |
| Contract name: | [insert name of contract to be changed] ("the Contract") | |
| Contract reference number: | [insert contract reference number] | |
| Details of Proposed Variation | | |
| Variation initiated by: | [delete as applicable: Buyer/Supplier] | |
| Variation number: | [insert variation number] | |
| Date variation is raised: | [insert date] | |
| Proposed variation | | |
| Reason for the variation: | [insert reason] | |
| A Variation Impact Assessment shall be provided within: | [insert number] days | |
| Impact of Variation | | |
| Likely impact of the proposed variation: | [Supplier to insert assessment of impact] | |
| Outcome of Variation | | |
| Contract variation: | This Contract detailed above is varied as follows: ● [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ [insert amount] |
| | Additional cost due to variation: | £ [insert amount] |
| | New Contract value: | £ [insert amount] |

1 This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer

2 Words and expressions in this Variation shall have the meanings given to them in the Contract.

2 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature
Date
Name (in Capitals)
Address
.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature
Date
Name (in Capitals)
Address
.....

Appendix 1 – Avanade Carbon Reduction Plan

Carbon Reduction Plan I Commitment to aiLeaitg set.zero

| Baseline year emissions (Avanade UK data): FY16 (01/09/2015 to 31/08/2016) | |
|---|---|
| FY16 Headcount — Avanade UK proportion of Accenture UK Headcount = 3.2% (share for emissions reporting) | |
| EMISSIONS | TOTAL (mtCO ₂ e) |
| Scope 1 | Scope 1 total = 0.003 mtCO ₂ e |
| Scope 2 | Scope 2 total = 29 mtCO ₂ e (This was measured on a Market-based approach) |
| Scope 3 (Included sources) | Scope 3 total = 1,840 mtCO ₂ e |
| | 1. Purchased goods & services = 1,017 mtCO ₂ e |
| | 4.Upstream transportation and distribution = Included in PG&S |
| | 5.Waste generated in operations = Included in PG&S |
| | 6.Business travel = 823 mtCO ₂ e Breakdown of source(s) : Air travel = 506 mtCO ₂ e Rail travel = 11 mtCO ₂ e Taxi travel = 19 mtCO ₂ e Company/rental cars = 11 mtCO ₂ e Personal cars = 276 mtCO ₂ e |
| | 7.Employee commuting = 0 mtCO ₂ e |
| | 9. Downstream transportation and distribution = Not a material part of Accenture/Avanade operations |
| Total Emissions | 1,869 mtCO ₂ e |

* ¹ Note that Accenture disclosed emissions from Hotels under Category 1. PG&S emissions in FY16. In FY23, Hotels are included in Category 6, Business Travel.
Purchased Goods & Services (Category 1) may include emissions associated with other Scope 3 upstream emissions sources such as Upstream Transportation and Distribution (Category 4), Waste Generated in Operations (Category 5), and Upstream Leased Assets (Category 81).

Carbon Reduction Plan | Commitment to achieving net-zero

Current Emissions Reporting

| Reporting year emissions (Avanade UK data): FY23 (01/09/2022 to 31/08/2023) | |
|---|--|
| FY23 Headcount - Avanade UK proportion of Accenture UK Headcount = 8.6% (share for emissions reporting) | |
| EMISSIONS | TOTAL (mtCO ₂ e) |
| Scope 1 | Scope 1 total = 9 mtCO₂e <i>Diesel generators are the only contributing source of emissions (non-Avanade related) under scope</i> |
| Scope 2 | Scope 2 total = 91 mtCO₂e <i>(This was measured on a Market-based approach. Scope 2 emissions have increased due to an increase in office occupancy levels and improved availability of Gas reporting).</i> |

Carbon Reduction Plan | Commitment to achieving net-zero

Climate Change Programmes

Accenture (including Avanade) has implemented the following climate change projects (relevant to our UK operations) since the 2016 baseline:

- Globally we achieved our goal of 100% renewable electricity in 2023. We achieved this across our UK operations in FY20. We plan to maintain 100% renewable electricity for our offices on an annual basis through continued purchase of renewable electricity contracts.
- Achieving ISO 14001 and ISO 50001 Environmental and Energy management system certifications.
- In October 2023, Accenture (including Avanade) received approval from SBTi for our new, near-term target aligned to 2030, which we will begin reporting against next year. Also, in fiscal 2024 we plan to set a new long-term science-based target. Our new fiscal 2030 target is to:



Do what matters

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Leveraging employee engagement to further decarbonise our business by empowering them:

We provide opportunities for our people to learn, commit, volunteer and innovate.

Accenture's Sustainability Innovation annual challenge engaged more than 4,400 Avanade and Accenture people, who produced almost 900 ideas in fiscal 2023 on the key themes of: Nature & Biodiversity, Sustainable Systems & Industries, and Equity & Human Wellbeing.

Complementary to the [UK Government's Transport Decarbonisation Plan](#), we will continue to provide tools and initiatives to our people to ensure that they have options and incentives to take low-carbon modes of travel,

participate in our cycle to work and electric vehicle schemes - and to try more plant-based diets in our offices. We continue to use technology to facilitate more cost and carbon-efficient delivery for our clients and our business, and we have implemented an internal carbon price on travel to encourage climate-smart travel decisions. Avanade and Accenture combined are one of the largest enterprise users of Microsoft Teams in the world — using more than 19 billion minutes of audio and more than 2 billion minutes of video calls in fiscal 2023 — hosted on Microsoft Azure Cloud and powered with renewable energy.



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Do what matters

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Addressing remaining emissions by investing in nature-based carbon removal solutions

We are focusing first on actual reductions across our scope 1, 2 and 3 emissions. To address remaining emissions, we are investing in nature-based carbon removal solutions.

Our projects are generally expected to reforest land, rebuild biodiversity, make agriculture more sustainable, help create green jobs and allow natural ecosystems to rebound and thrive—all while removing CO₂ from the

atmosphere. Investing in nature-based carbon removals is expected to physically remove millions of metric tonnes of carbon over the next 20 years to address remaining emissions.

At the end of fiscal year 2023, our [nature-based carbon removal portfolio](#) included projects in Indonesia, the Philippines, the United Kingdom and the United States.



Carbon Reduction Plan | Commitment to achieving net-zero

Declaration and Sign Off

This Carbon Reduction Plan has been completed in accordance with PPN 06/21 and associated guidance and reporting standard for Carbon Reduction Plans.

Emissions have been reported and recorded in accordance with the published reporting standard for Carbon Reduction Plans and the GHG Reporting Protocol corporate standard¹ and uses the Government emission conversion factors and vendor-specific factors where appropriate for greenhouse gas company reporting².

Scope 1 and Scope 2 emissions have been reported in accordance with SECR requirements, and the required subset of Scope 3 emissions have been reported in accordance with the published reporting standard for Carbon Reduction Plans and the Corporate Value Chain (Scope 3) Standard³.

¹ <https://ghgprotocol.org/corporate-standard>

² <https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting>

³ <https://ghgprotocol.org/standards/scope-3-standard>



