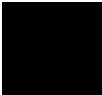





## G-Cloud 11 Call-Off Contract (version 4)

### Contents

G-Cloud 11 Call-Off Contract (version 4)	1
Part A - Order Form	3
Principle contact details	4
Call-Off Contract term	4
Buyer contractual details	4
Support provision	6
Incident submission and reporting	7
Severity and priority	7
Supplier support scope	7
Service Hours	8
Response and Escalation	8
Priority 2 definition	10
Priority 3 definition	11
Priority 4 definition	12
Change requests	13
Supplier's information	15
Call-Off Contract charges and payment	15
Project Start-up Fees	15
Implementation Service Fees: [REDACTED]	15
Implementation Service Notes	17
SaaS Fees	19
Additional Environment Fees	19
T&M Services	19

Additional Buyer terms .....	20
Schedule 1 - Services .....	23
Contract .....	66
Deliverable .....	66
Certification .....	66
Certified as completed and accepted by: .....	66
Schedule 2 - Call-Off Contract charges .....	67
Part B - Terms and conditions .....	70
Schedule 3 and Schedule 4 .....	70
	
Part B, Schedule 3 and	4.pdf
.....	70
Guarantee .....	71
Definitions and interpretation .....	71
Guarantee and indemnity .....	72
Obligation to enter into a new contract .....	72
Demands and notices .....	72
Beneficiary's protections .....	73
Representations and warranties .....	74
Payments and set-off .....	75
Guarantor's acknowledgement .....	75
Assignment .....	75
Severance .....	75
Third-party rights .....	75
Governing law .....	75
Schedule 6 - Glossary and interpretations .....	77
Schedule 7 - GDPR Information .....	85
Annex 1 - Processing Personal Data .....	85

## Part A - Order Form

Digital Marketplace service ID number:	
--	--

<b>Call-Off Contract reference:</b>	[REDACTED]
<b>Call-Off Contract title:</b>	Scheduling and Listing Product
<b>Call-Off Contract description:</b>	caseHQ Scheduling and Listing module
<b>Start date:</b>	19 <sup>th</sup> May 2020
<b>Expiry date:</b>	18 <sup>th</sup> May 2022
<b>Call-Off Contract value:</b>	Initial Call-Off Contract Value for Years 1 and 2: £3,111,365.60 [REDACTED]
<b>Charging method:</b>	Fixed Price and T&M as detailed in Schedule 2
<b>Purchase order number:</b>	tbc

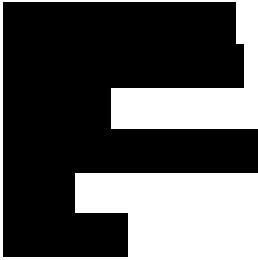

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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


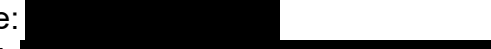



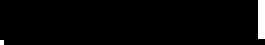
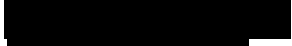

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

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

<b>From: the Buyer</b>	Ministry of Justice [REDACTED] [REDACTED] [REDACTED]
------------------------	---

<b>To: the Supplier</b>	McGirr Information Technology Pty Ltd  
<b>Together: the 'Parties'</b>	

### Principle contact details

<b>For the Buyer:</b>	Title:  Name:  Email:  Phone: 
<b>For the Supplier:</b>	Title:  Name:  Email:  Phone: 

### Call-Off Contract term

<b>Start date:</b>	This Call-Off Contract Starts on 19 <sup>th</sup> May 2020 and is valid for 24 Months.
<b>Ending (termination):</b>	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
<b>Extension period:</b>	This Call-Off Contract can be extended by the Buyer for 2 (Two) period(s) of up to 12 months each, by giving the Supplier 3 (Three) months written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

## Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<b>G-Cloud lot:</b>	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
<b>G-Cloud services required:</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"><li>● caseHQ Services</li><li>● Hearings, Scheduling, Listings, Auto-listing, Workflow, Resource Management and any other modules as included in bid response</li><li>● License includes an unlimited number of users</li><li>● License includes an unlimited volume of cases</li><li>● caseHQ Support from UK based, security cleared team</li><li>● caseHQ Training</li><li>● caseHQ integration with relevant APIs and services</li><li>● Delivery from UK hosted Infrastructure</li><li>● Multi-environment setup and configuration</li><li>● Infrastructure Support from UK based, security cleared team</li></ul> <p>The scheduling and listing services shall be provided for courts and tribunals in England, Wales, Scotland and Northern Ireland, and it is acknowledged and agreed that, in the event that the statutory responsibility of the Buyer is transferred to another public sector body which will perform its functions, the license shall be deemed to have been transferred to the successor public sector body and, in such event, the Buyer shall give written notice to the Supplier but no additional charges shall be payable.</p>
<b>Additional Services:</b>	Implementation services Ad hoc professional services Other modules

<b>Location:</b>	<p>The Services will be delivered to relevant United Kingdom HMCTS and Ministry of Justice locations. Primary location shall be:</p> <p>Ministry of Justice 102 Petty France London SW1H 9AJ</p> <p>And Her Majesty's Courts and Tribunals Service (HMCTS).</p> <p>All data and services shall be hosted on UK based Infrastructure.</p>
<b>Quality standards:</b>	<p>The quality standards required for this Call-Off Contract are as described in <b>Attachment 1 - Annex B - Product Requirements Matrix Final V2</b>. This includes, but is not limited to, the supplier holding the following certifications / accreditations:</p>

	<ul style="list-style-type: none"> <li>• W3C Web Content Accessibility Guidelines – Minimum AA Standard</li> <li>• Completion of full IT Service Management assessment (as part of ISO 20000-1)</li> <li>• IT Health Check performed by CREST or CHECK certified organisation</li> </ul> <p>Further detail on each quality standard can be found in Attachment 1 – Annex B.</p>
--	---

<b>Technical standards:</b>	<p>The technical standards required for this Call-Off Contract are as described in Attachment 1 - Annex B - Product Requirements Matrix Final V2. This includes, but is not limited to, the Supplier holding the following certifications / accreditations via UKAS Registered Organisation:</p> <ul style="list-style-type: none"> <li>• ISO 27001:2013- Information security management systems</li> <li>• ISO 27002:2013 - Code of practice for information security controls</li> <li>• ISO 20000-1:2018 - IT Service Management</li> </ul> <p>In each case, beginning on go-live (currently 31<sup>st</sup> January 2021).</p> <p>The Supplier shall comply with:</p> <ul style="list-style-type: none"> <li>• GDPR and Law Enforcement Directorate (LED) Compliance</li> <li>• NCSC Cloud Security Guidance principles</li> </ul> <p>The Supplier shall comply with the following policies:</p> <ul style="list-style-type: none"> <li>• HMCTS Code of Connection Policy</li> <li>• HMCTS Password Policy</li> <li>• HMCTS Patching Policy</li> <li>• HMCTS Logging and Monitoring Policy</li> <li>• HMCTS Operational Security Policy</li> <li>• HMCTS Vulnerability Scanning Policy</li> </ul> <p>Further detail on each technical standard can be found in Attachment 1 – Annex B.</p>
<b>Service level agreement:</b>	<div data-bbox="464 1115 719 1160" style="background-color: black; height: 20px; width: 160px;"></div> <div data-bbox="464 1182 1541 1615" style="background-color: black; height: 193px; width: 675px;"></div> <div data-bbox="464 1637 1541 1756" style="background-color: black; height: 53px; width: 675px;"></div>

	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]








	[REDACTED]		
	[REDACTED]	[REDACTED]	
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]



[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[illegible]

[illegible]







	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Collaboration agreement:	N/A
[REDACTED]	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

<b>Force majeure:</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 120 consecutive days.
<b>Audit:</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>All clauses from 7.4 to 7.13 of the overarching Framework Agreement shall apply.</p>

### Supplier's information

<b>Subcontractors or partners:</b>	The following is a list of the Supplier's Subcontractors or Partners: None
------------------------------------	--

### Call-Off Contract charges and payment

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

<b>Payment method:</b>	The payment method for this Call-Off Contract is by bank transfer.
------------------------	--

<div data-bbox="108 129 363 179"></div>	<div data-bbox="464 129 770 179"></div> <div data-bbox="464 190 1492 280"></div> <div data-bbox="464 320 1244 369"></div> <div data-bbox="464 380 1450 430"></div>
---	--



[REDACTED]





[illegible]

[REDACTED]





	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Invoice details:</b>	<p>The Supplier will issue electronic invoices:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Who and where to send invoices to:</b>	<p>Invoices will be sent to:</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Invoice information required</b> – for example purchase order, project reference:	<p>All invoices must include:</p> <ul style="list-style-type: none"> <li>- PO Number</li> <li>- Project/SOW/Work Order Reference</li> </ul>

<b>Invoice frequency:</b>	[REDACTED]
<b>Call-Off Contract value:</b>	[REDACTED]
	[REDACTED]
<b>Call-Off Contract charges:</b>	[REDACTED]

### Additional Buyer terms

<b>Performance of the service and deliverables:</b>	This shall be outlined in each work package.
<b>Guarantee:</b>	This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer – please refer to Schedule 5.
<b>Warranties, representations:</b>	All clauses from 4.1 of the overarching Framework Agreement shall apply.

**Supplemental  
requirements in  
addition to the  
CallOff terms:**










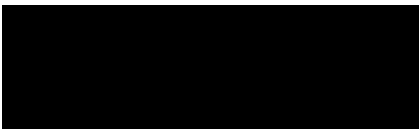

<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	
<b>Public Services Network (PSN):</b>	N/A
<b>Personal Data and Data Subjects:</b>	Please refer to Annex 1 of Schedule 7.

## 1. Formation of contract

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

## 2. Background to the agreement

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

<b>Signed:</b>	Supplier	Buyer
<b>Name:</b>		
<b>Title:</b>		
<b>Signature:</b>		
<b>Date:</b>	May 19, 2020	May 19, 2020

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

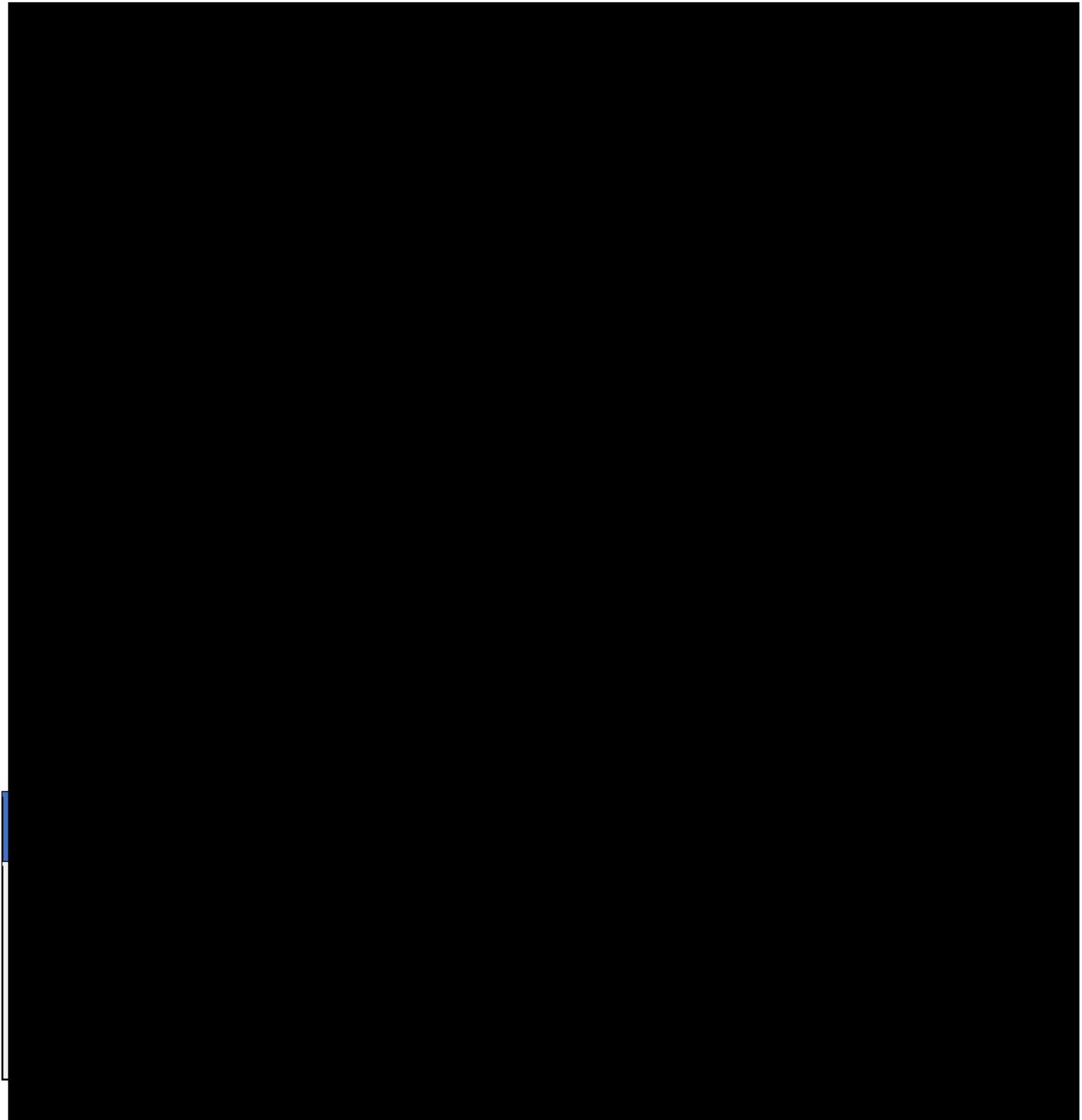
[REDACTED]

[REDACTED]

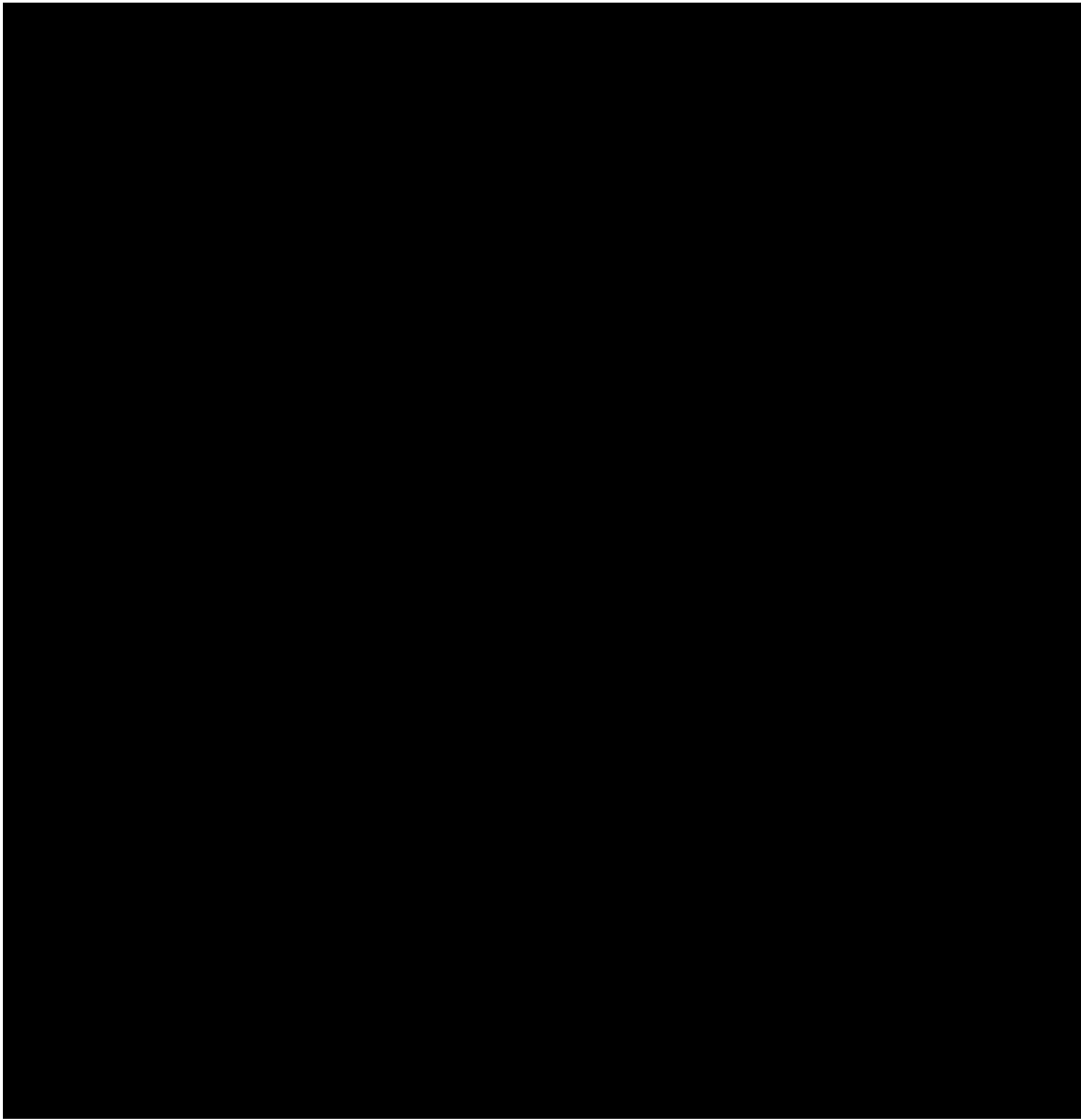
[REDACTED]

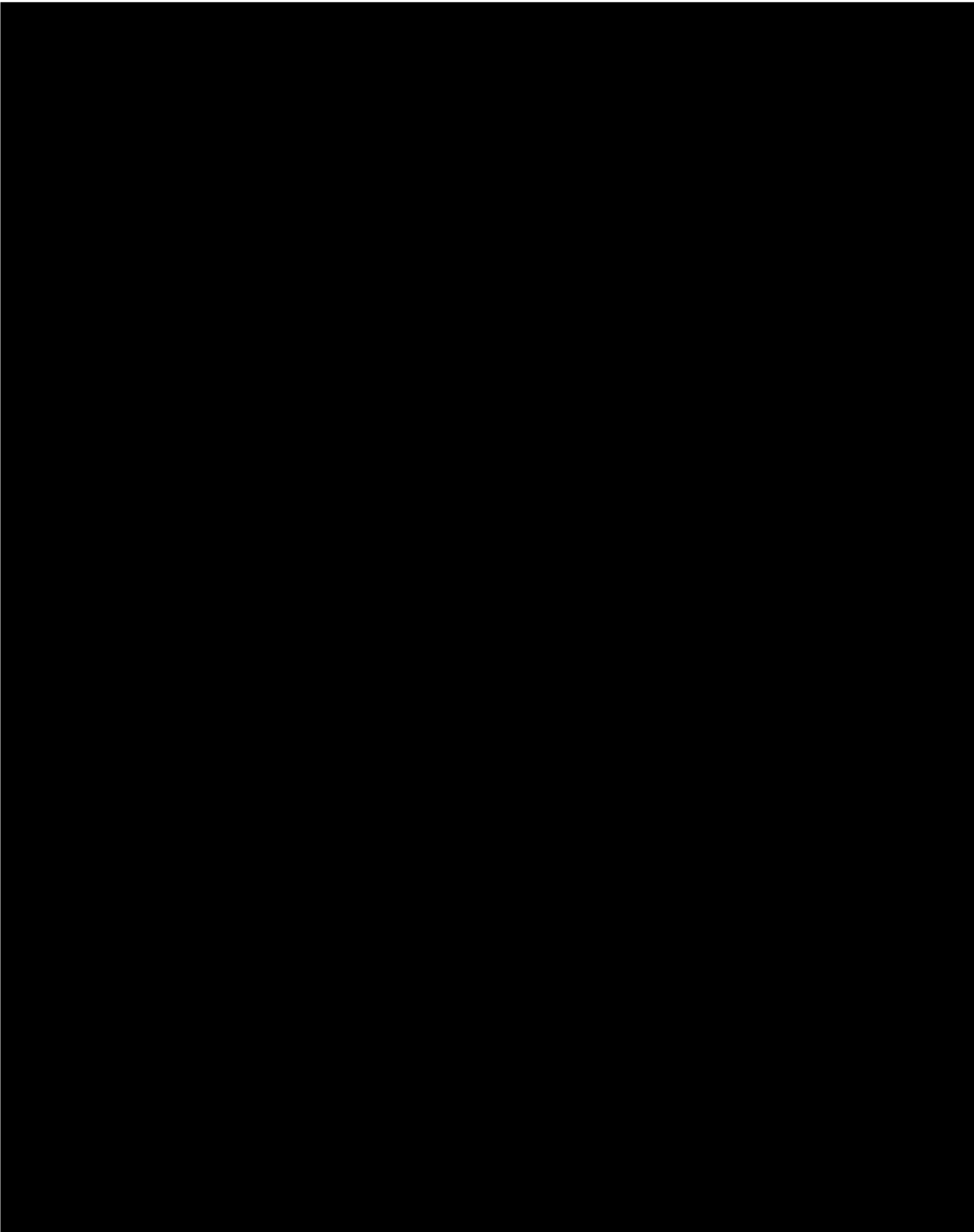
[REDACTED]

[REDACTED]

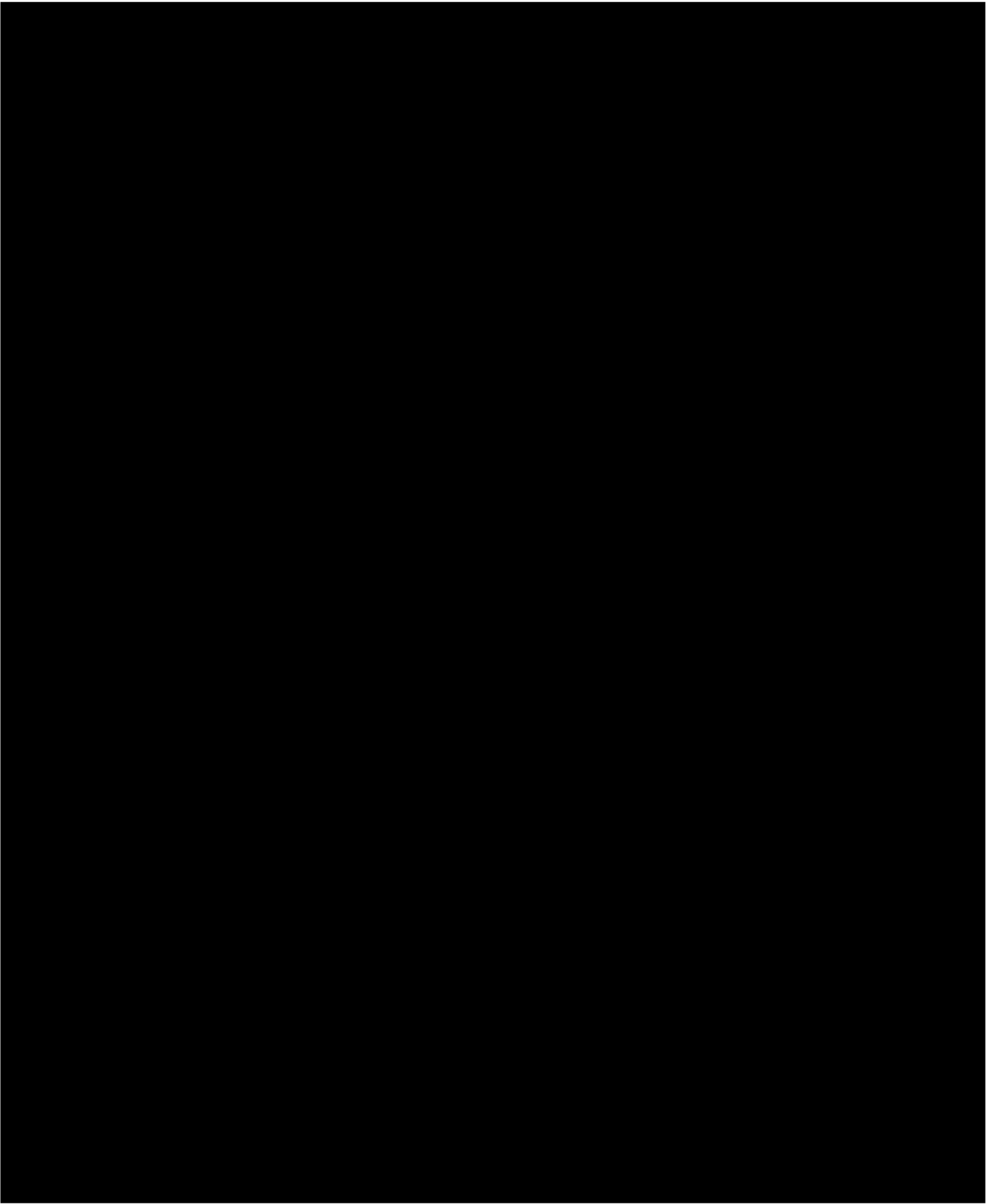


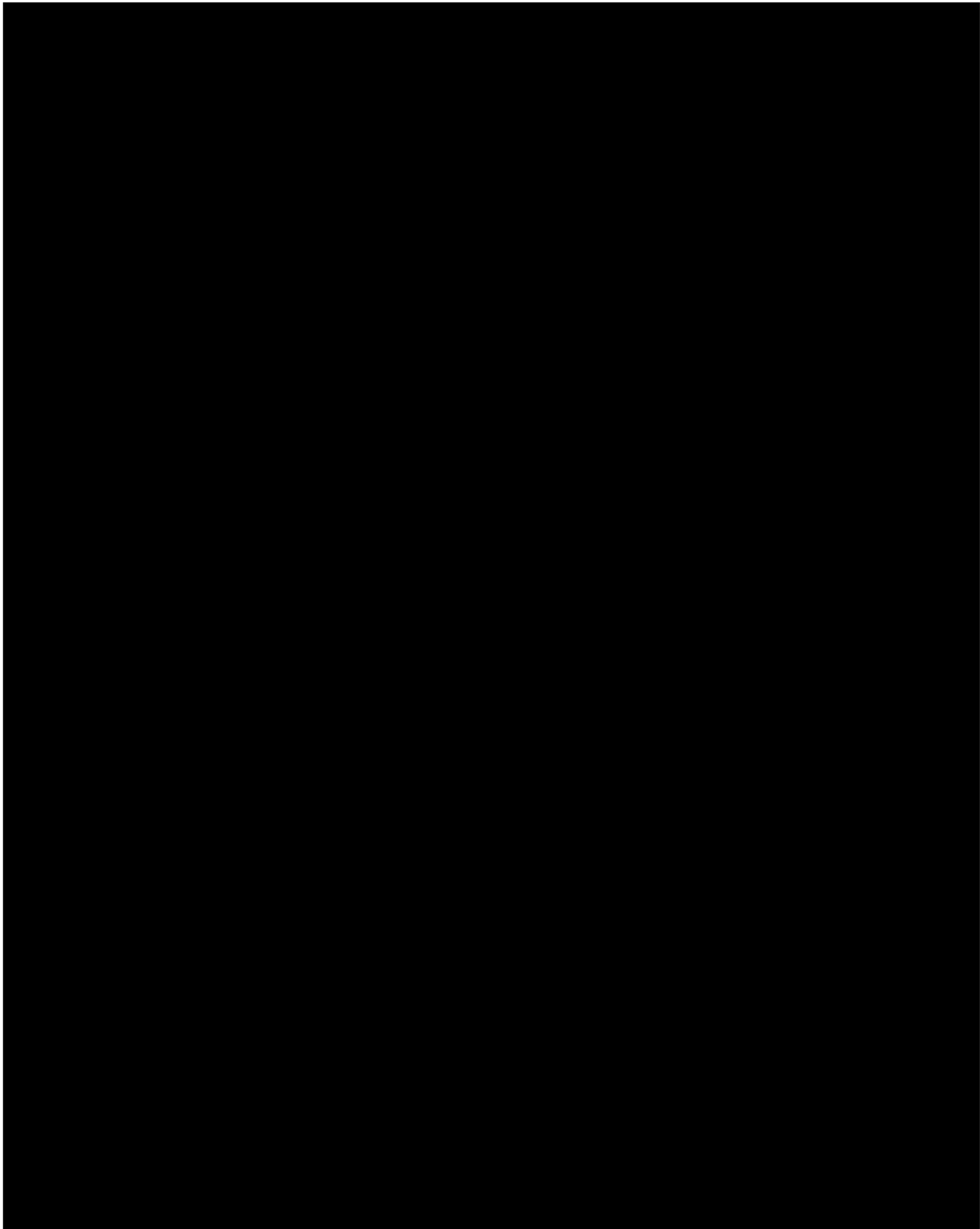


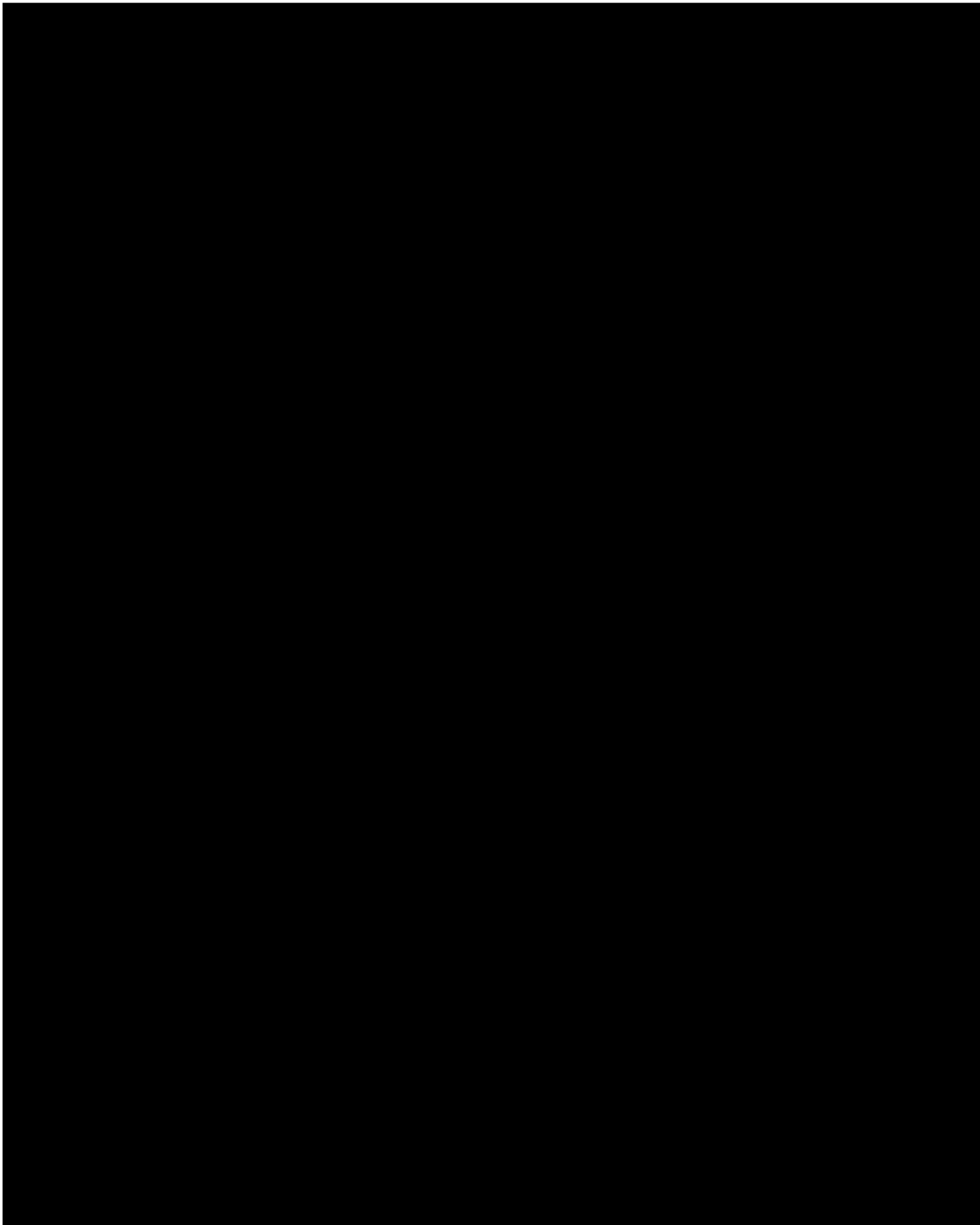




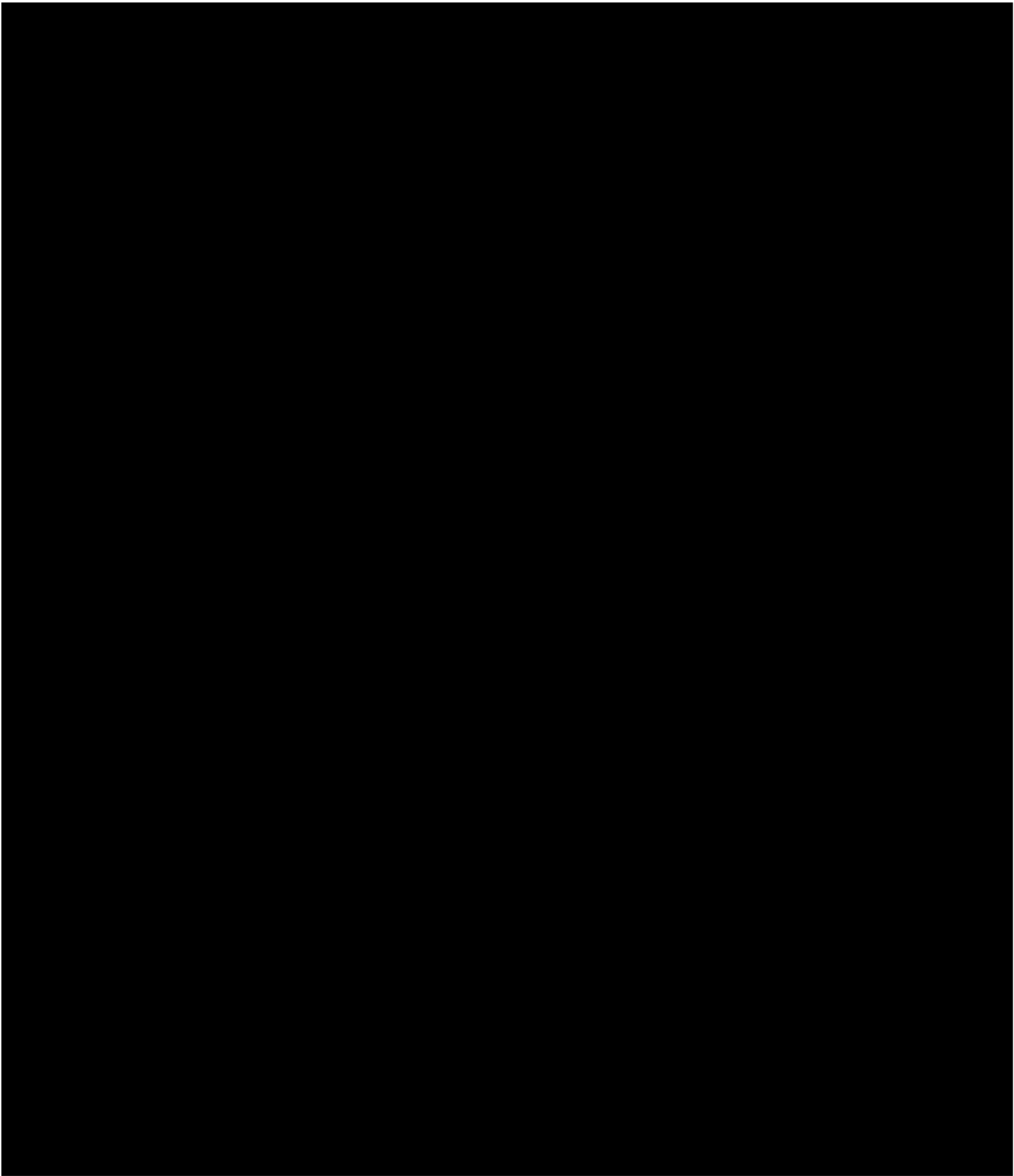


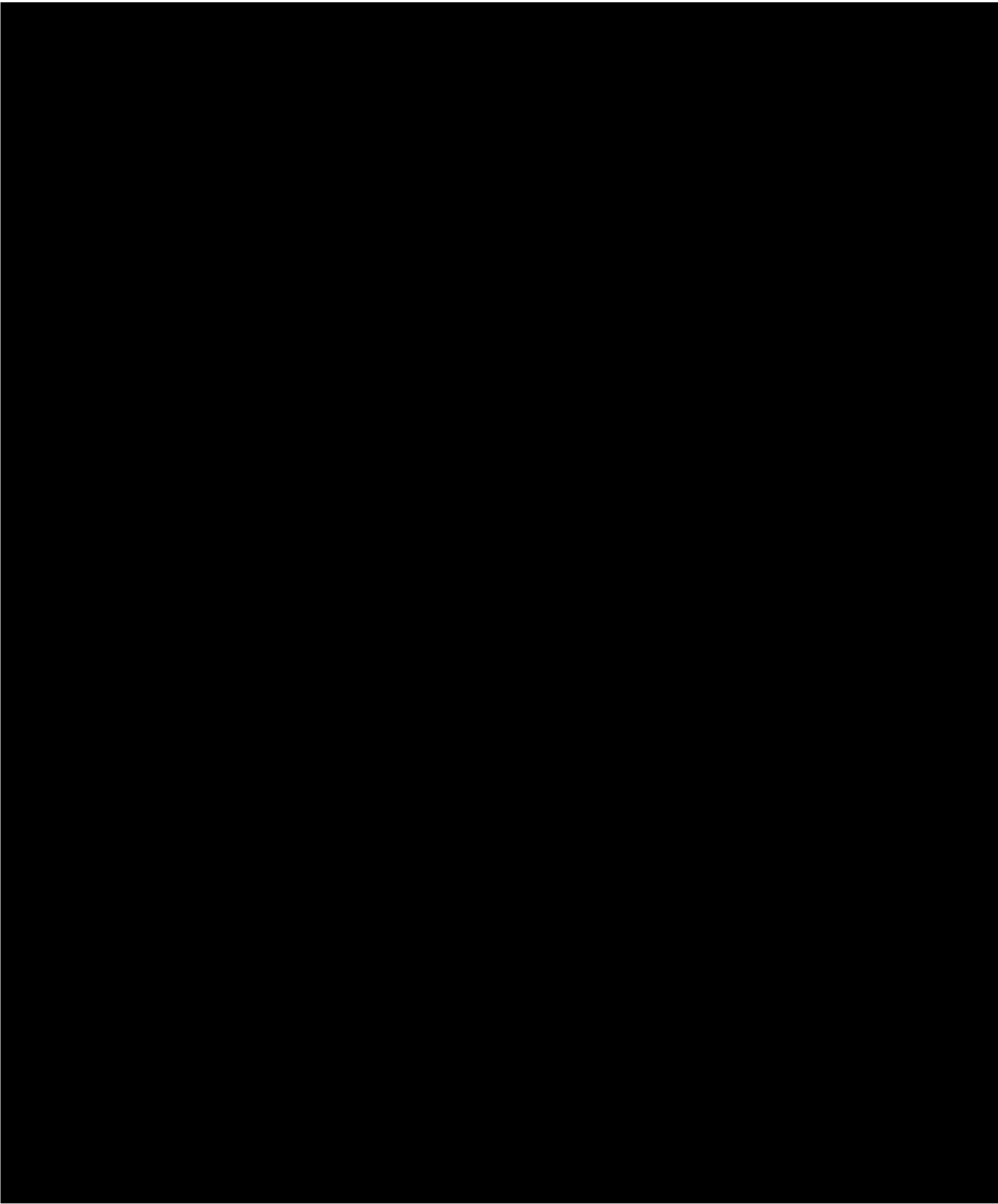




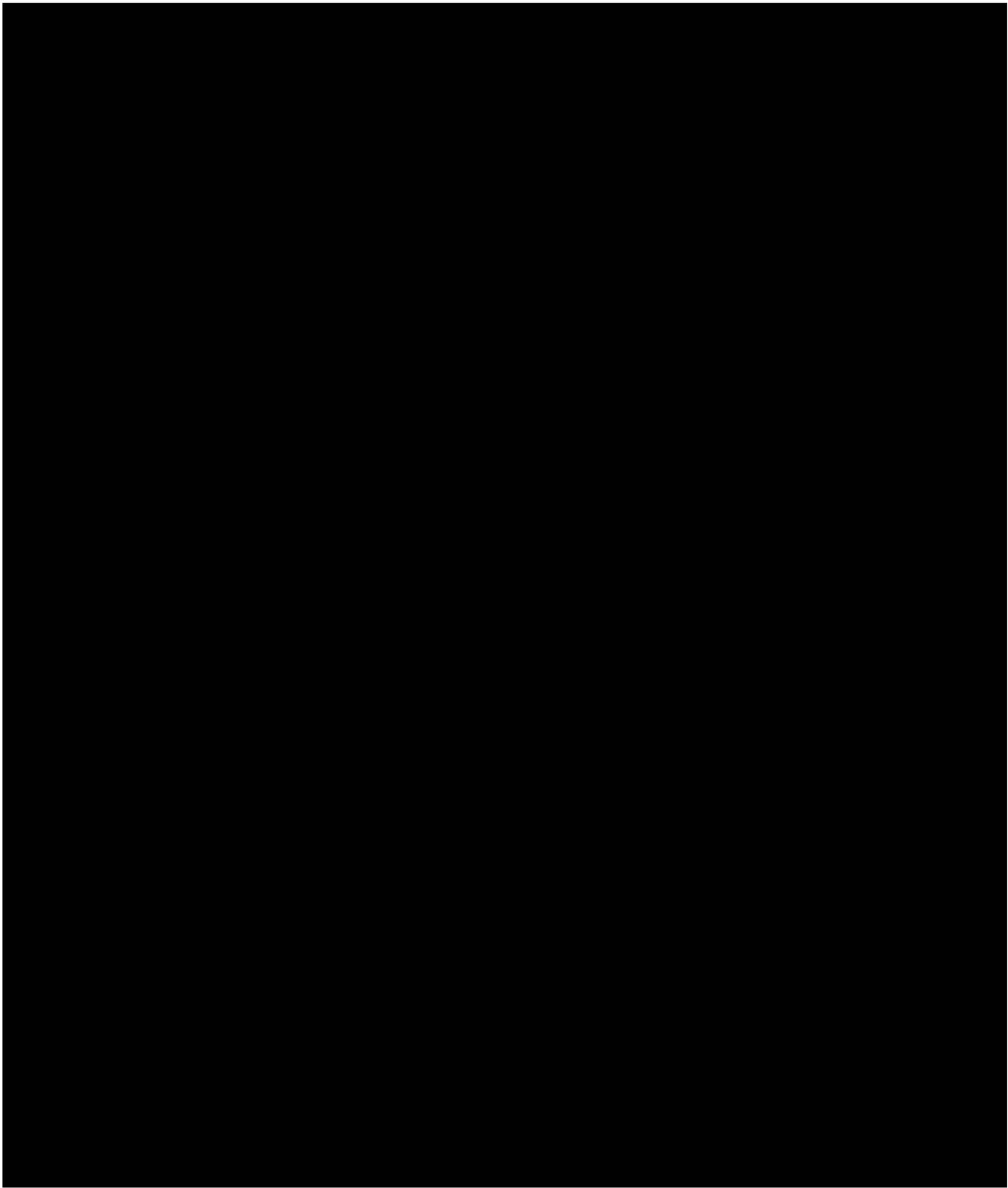




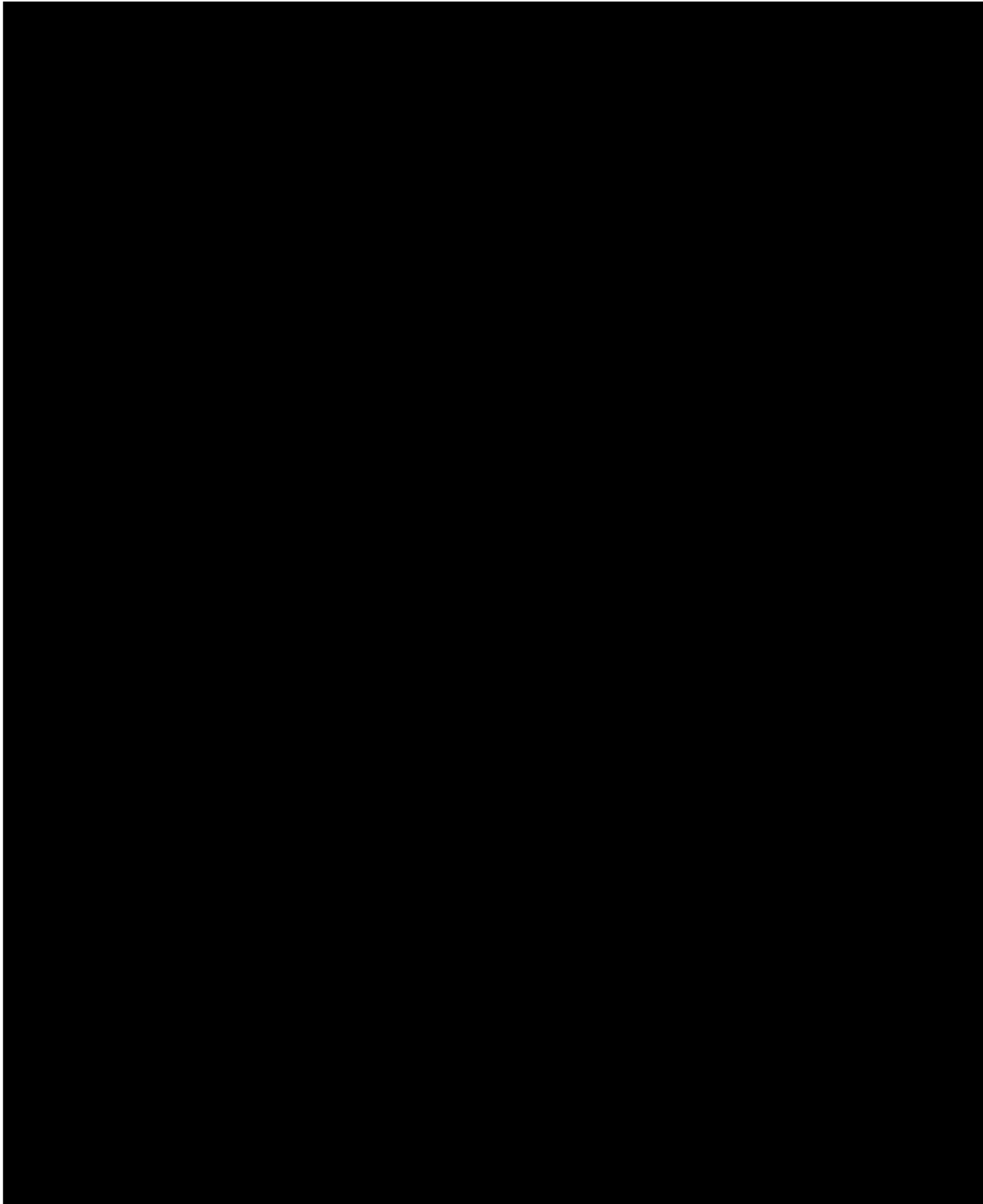


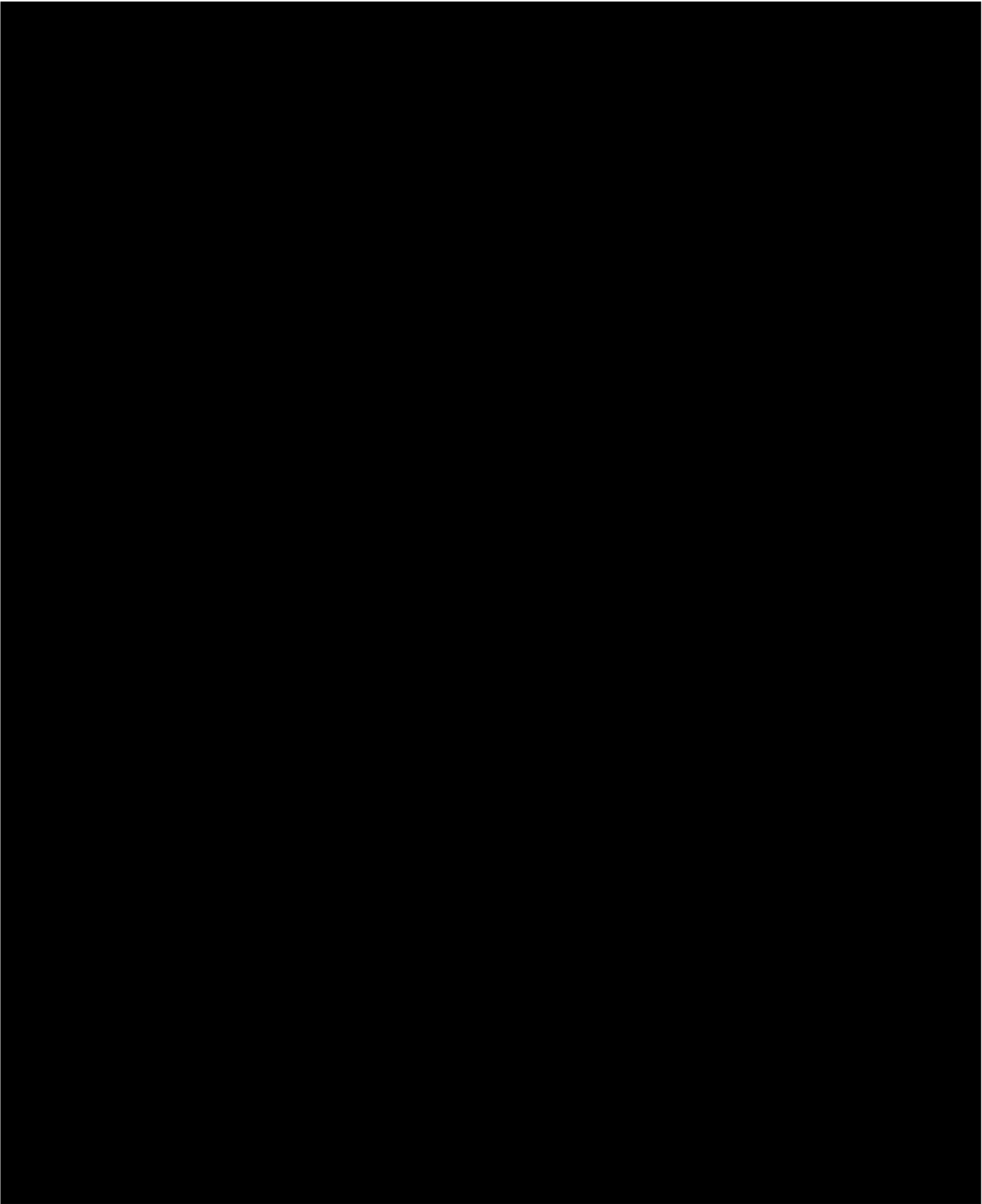








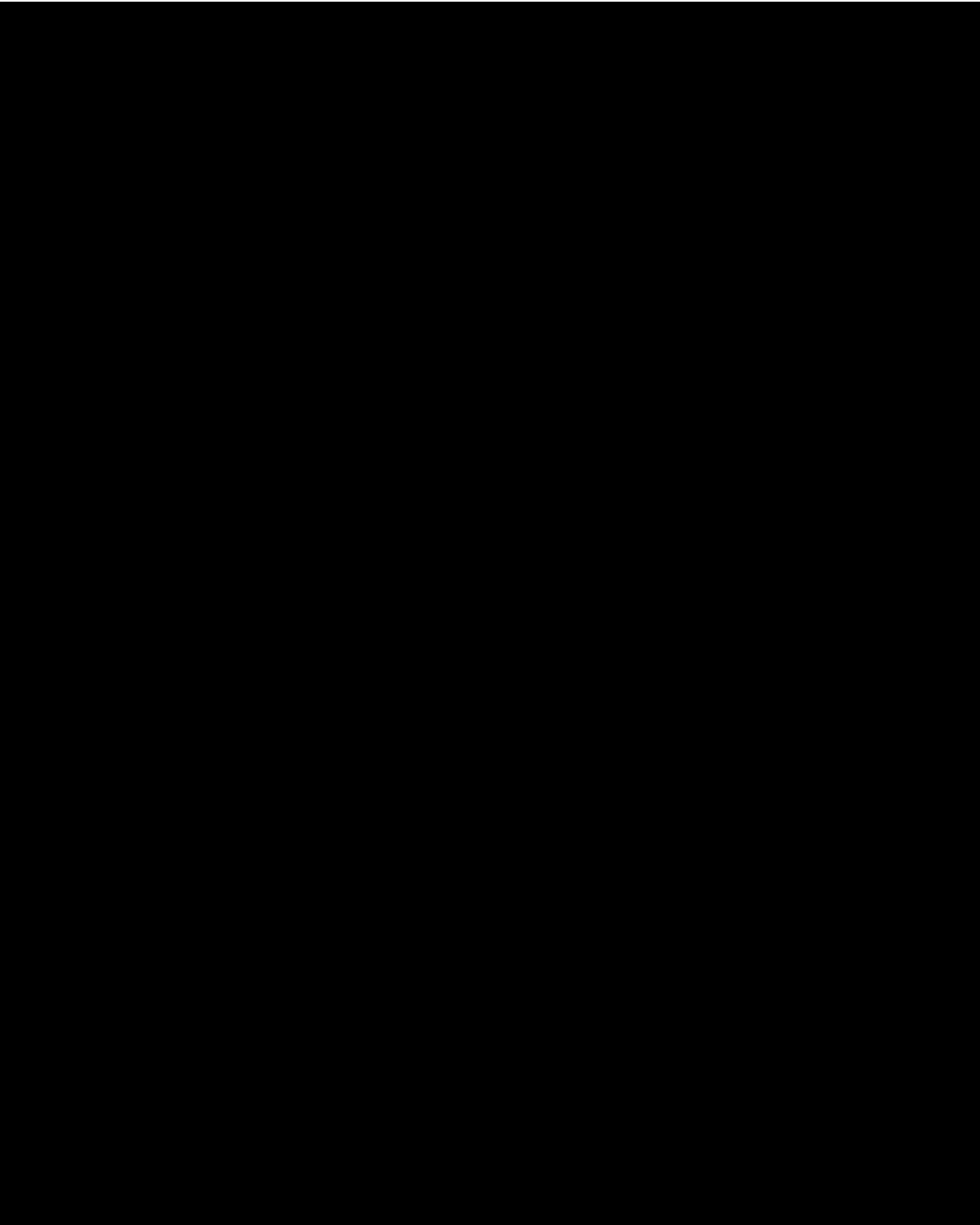


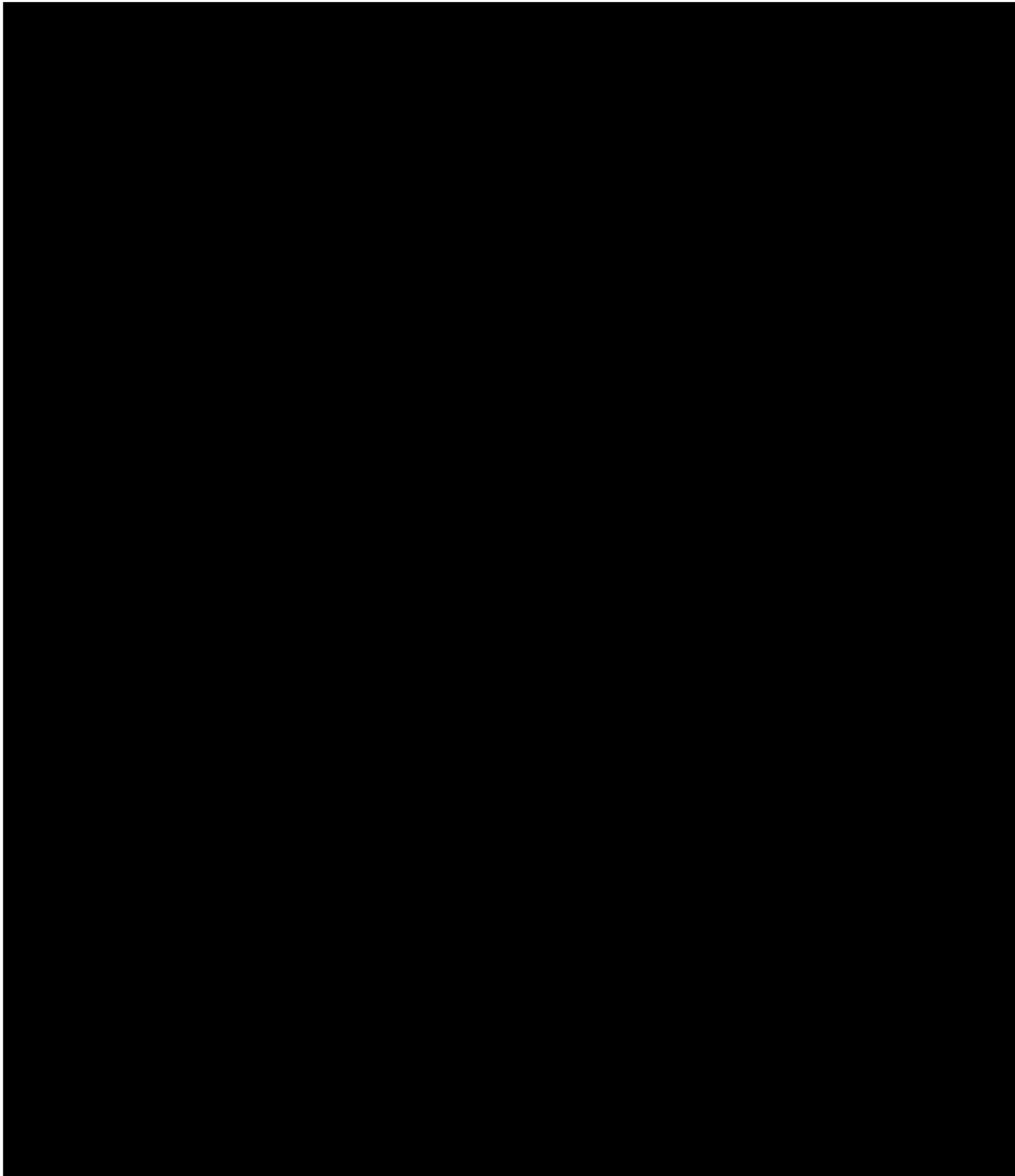


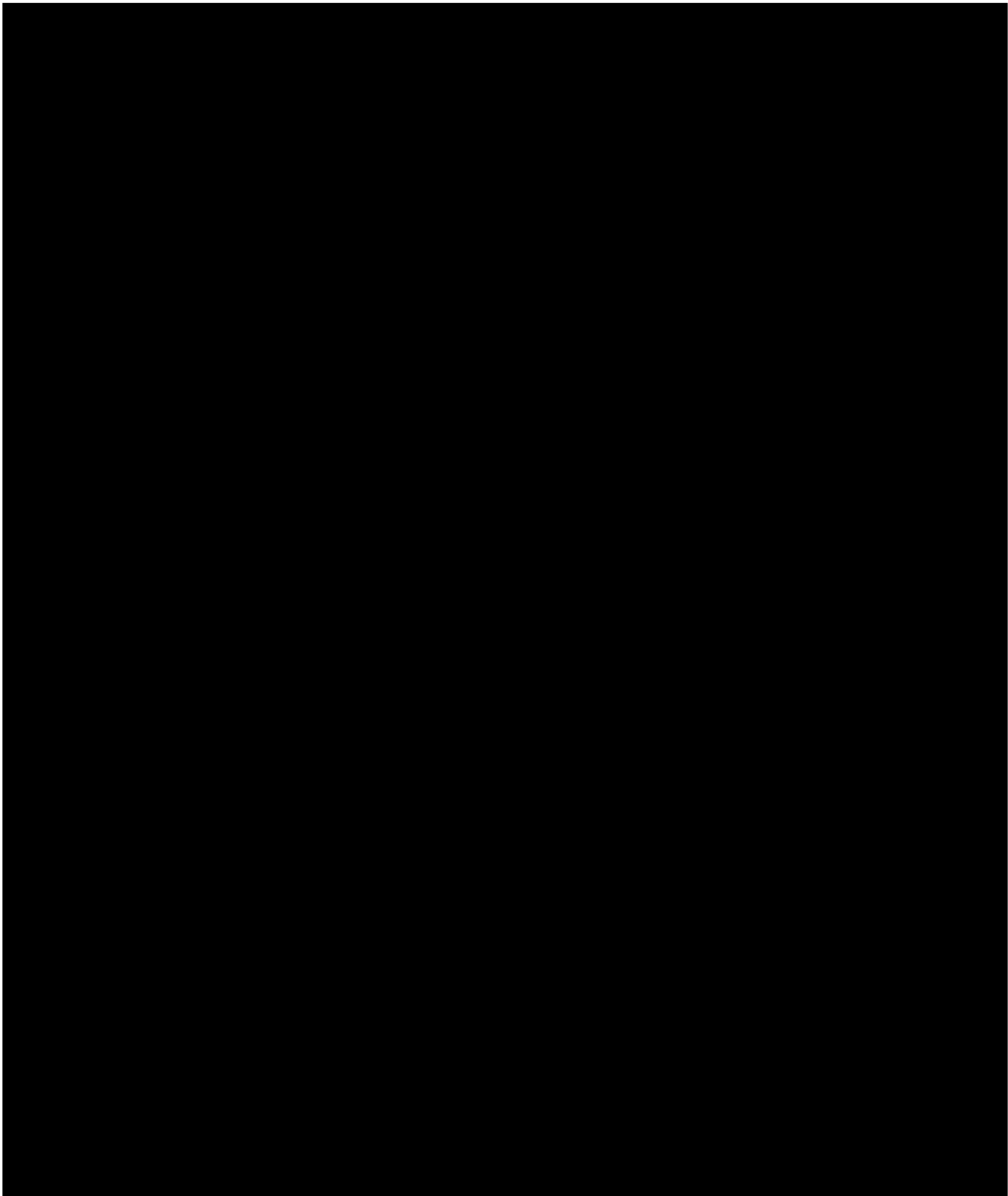




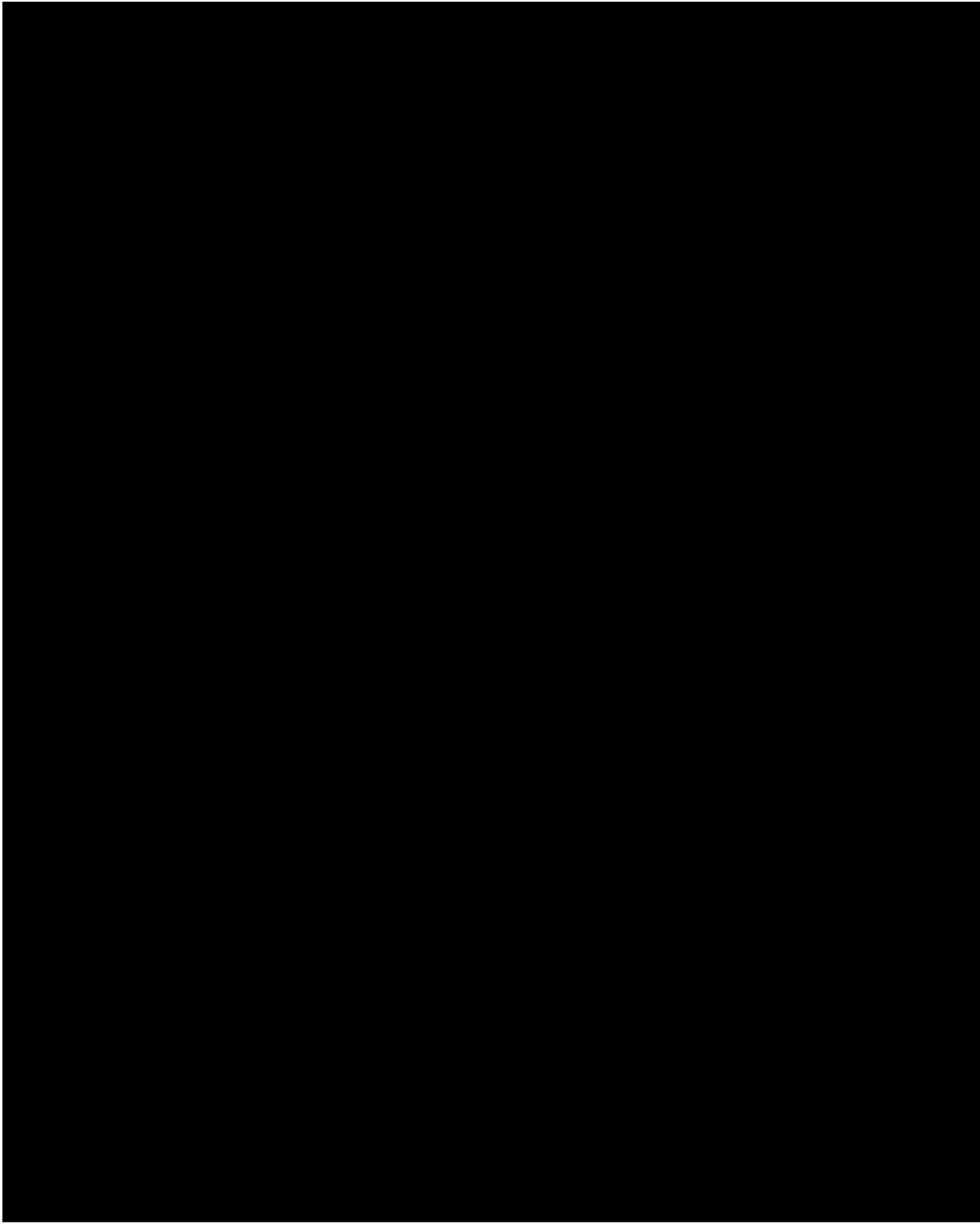




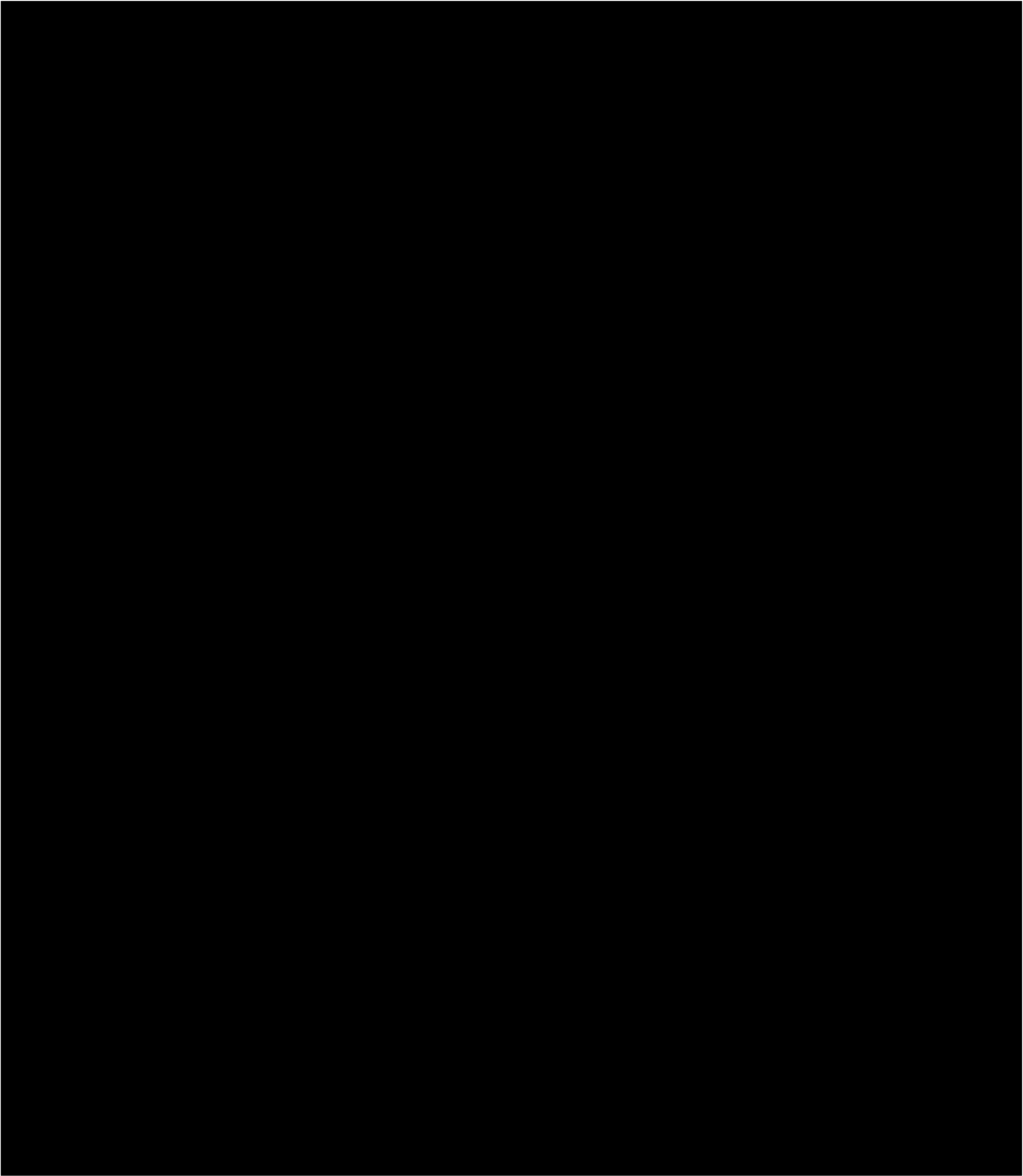




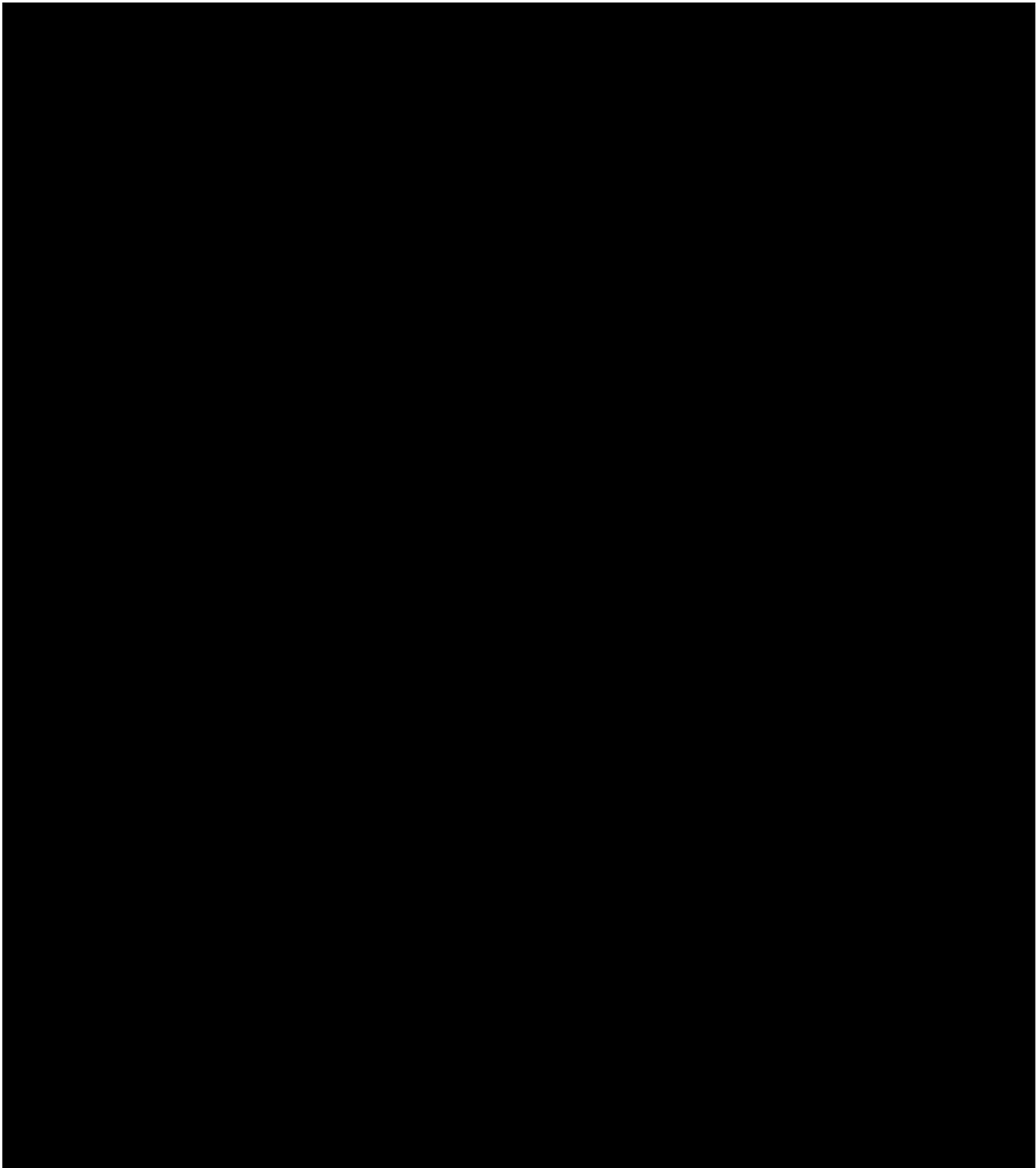






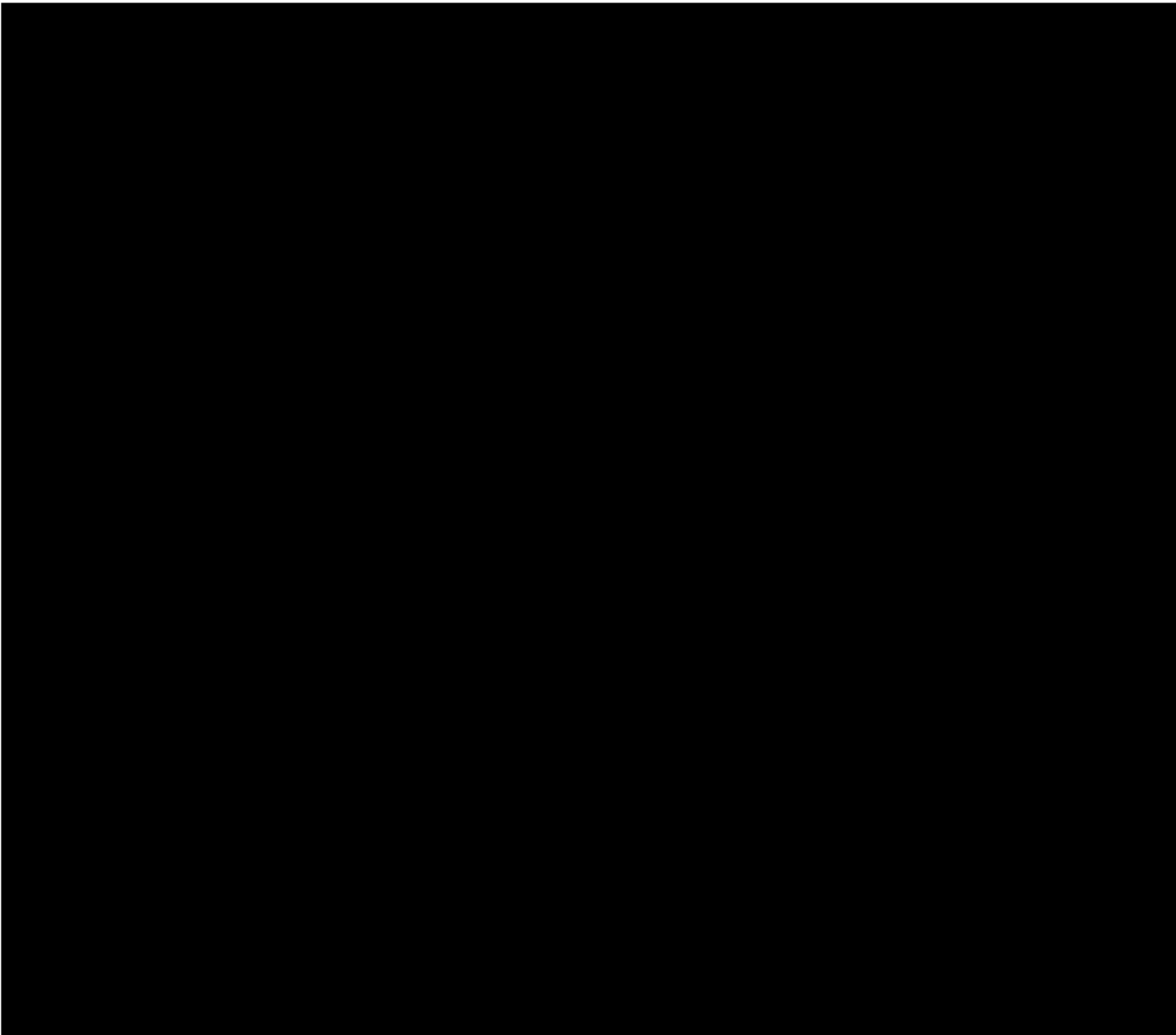


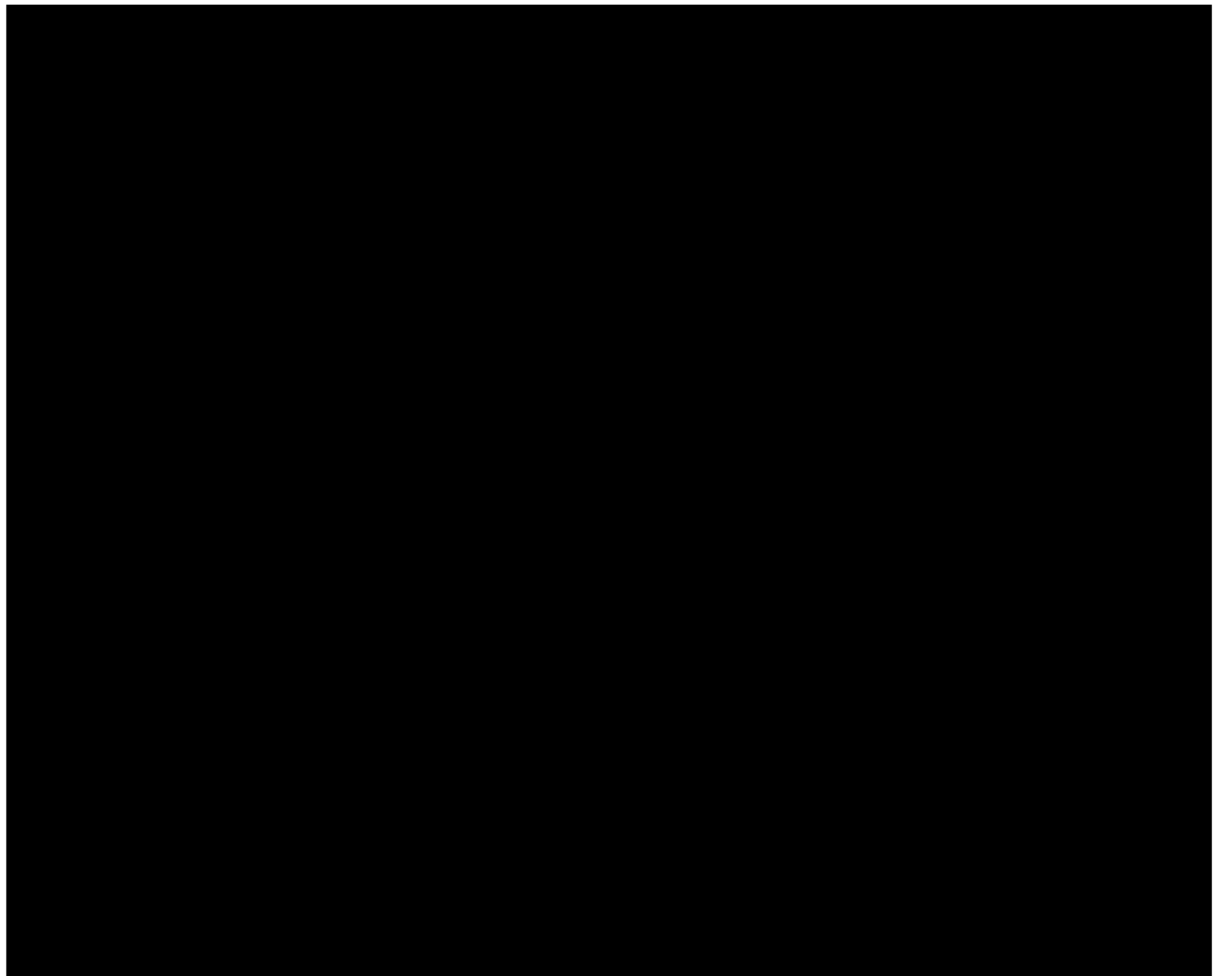
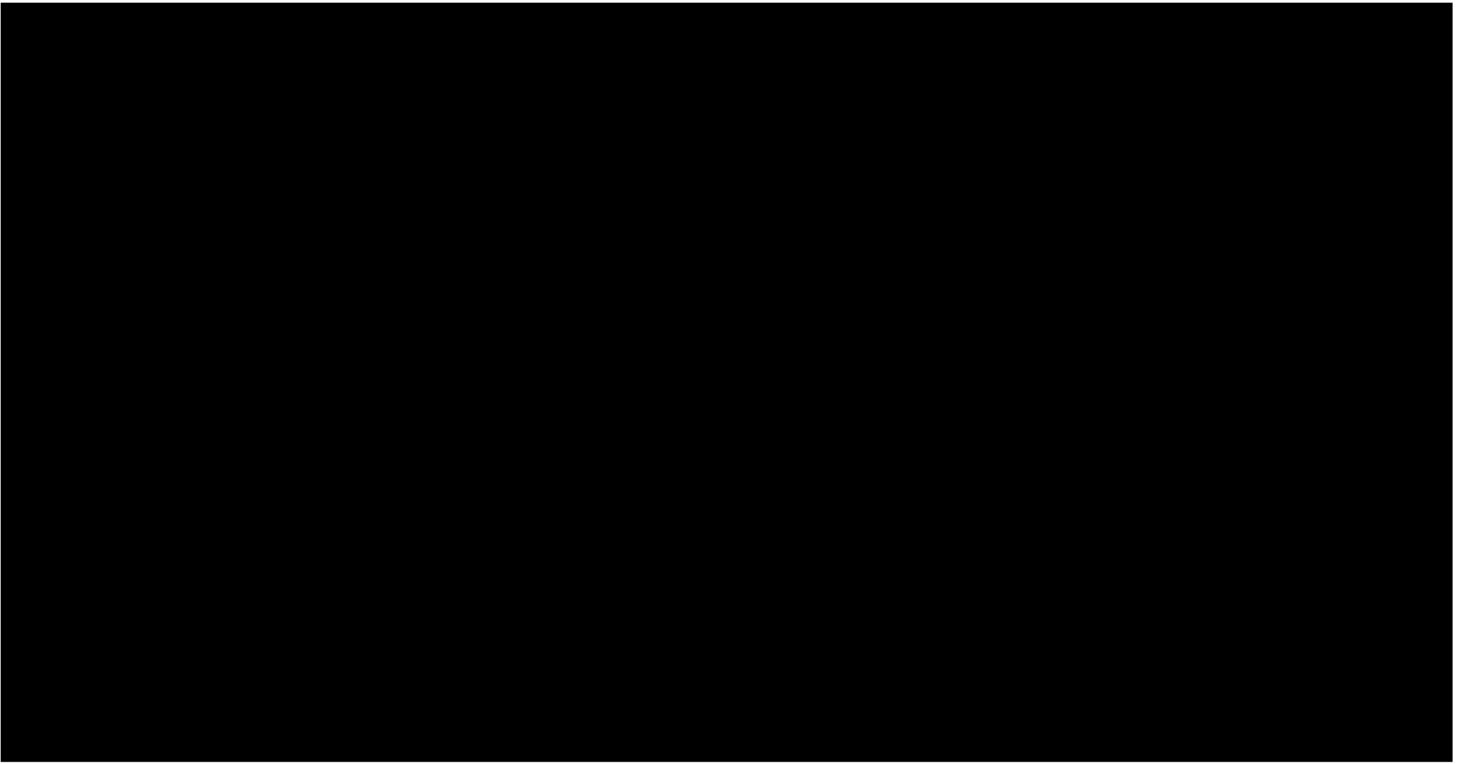


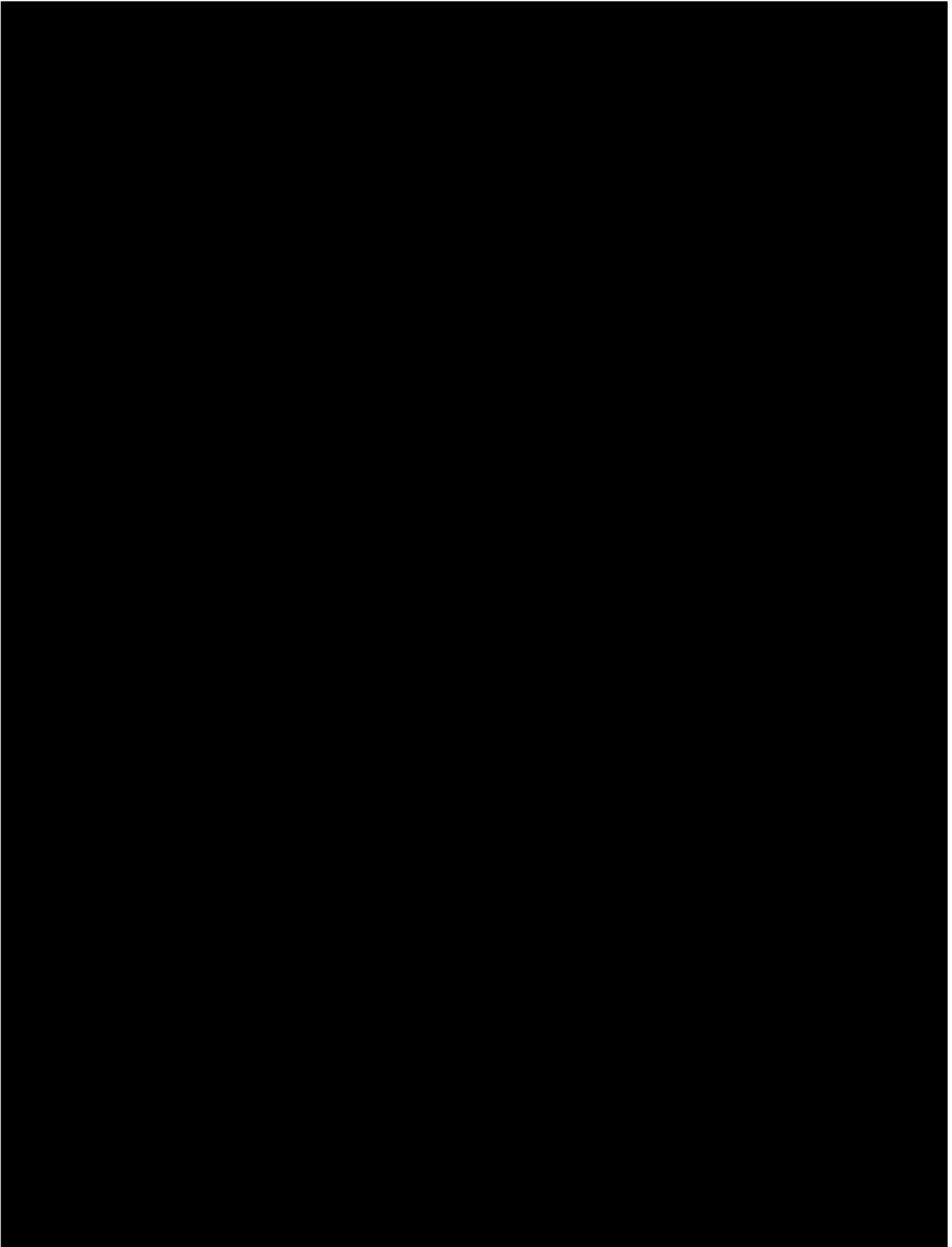




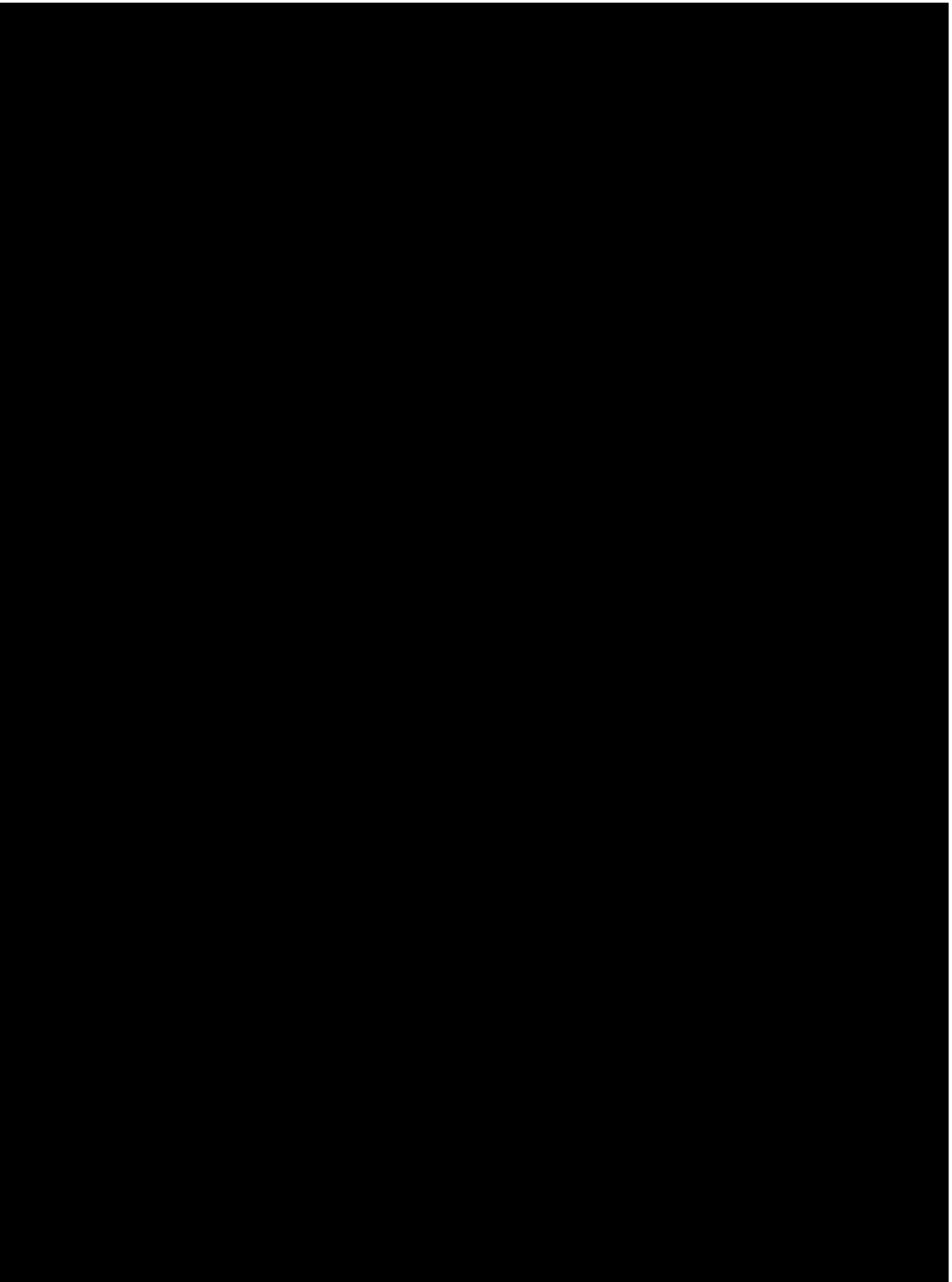
**Non-Functional Requirements**

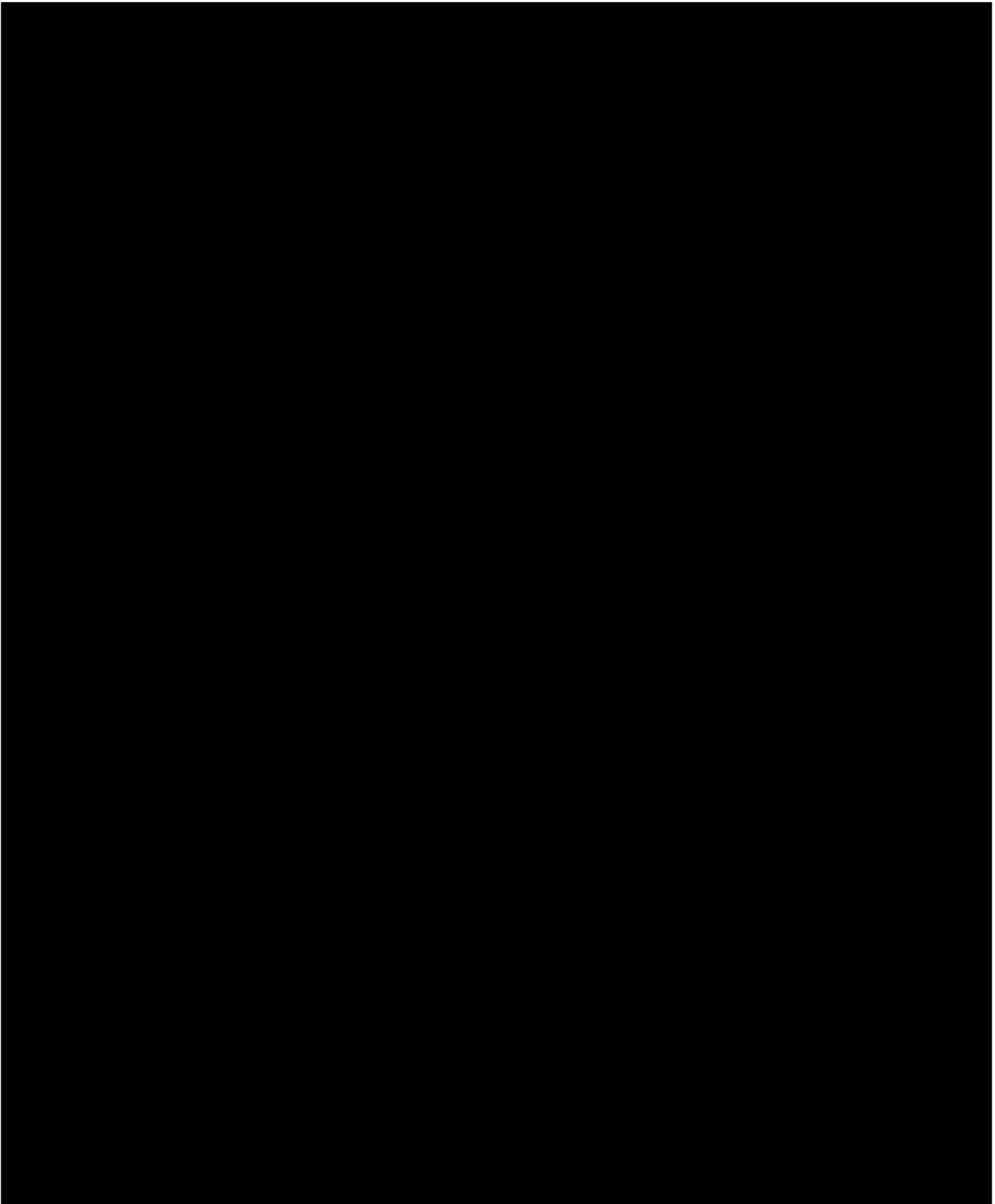


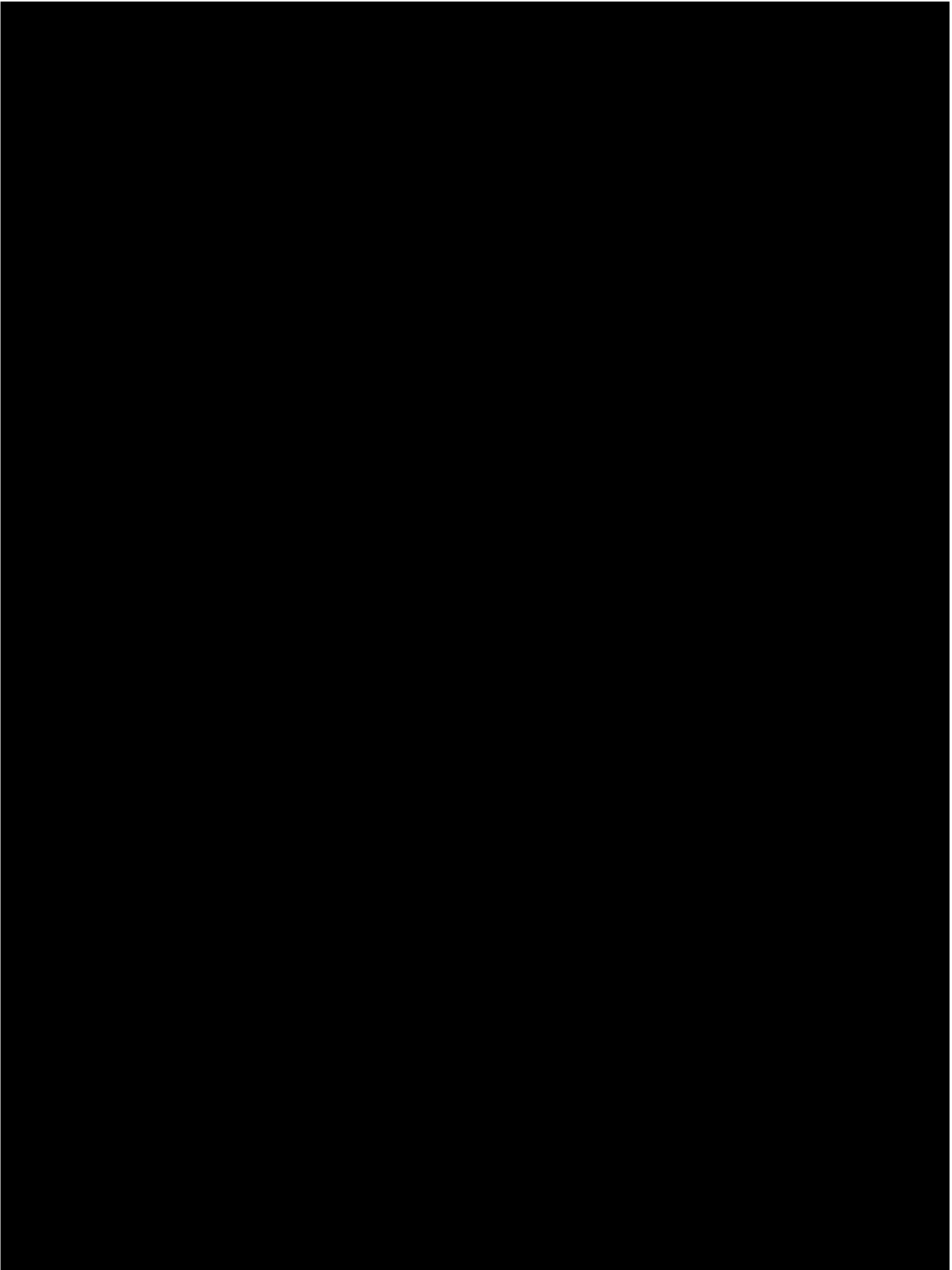


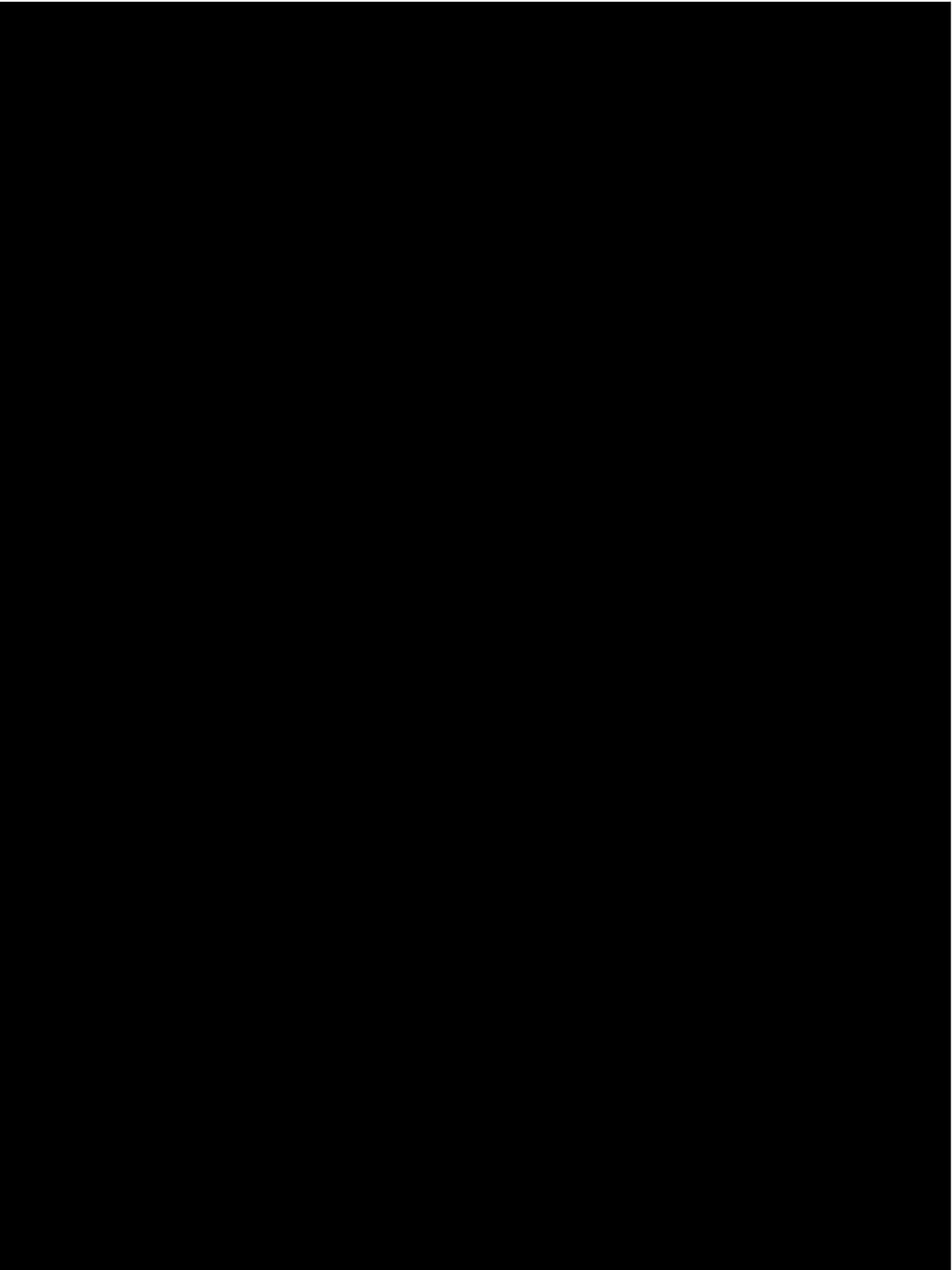


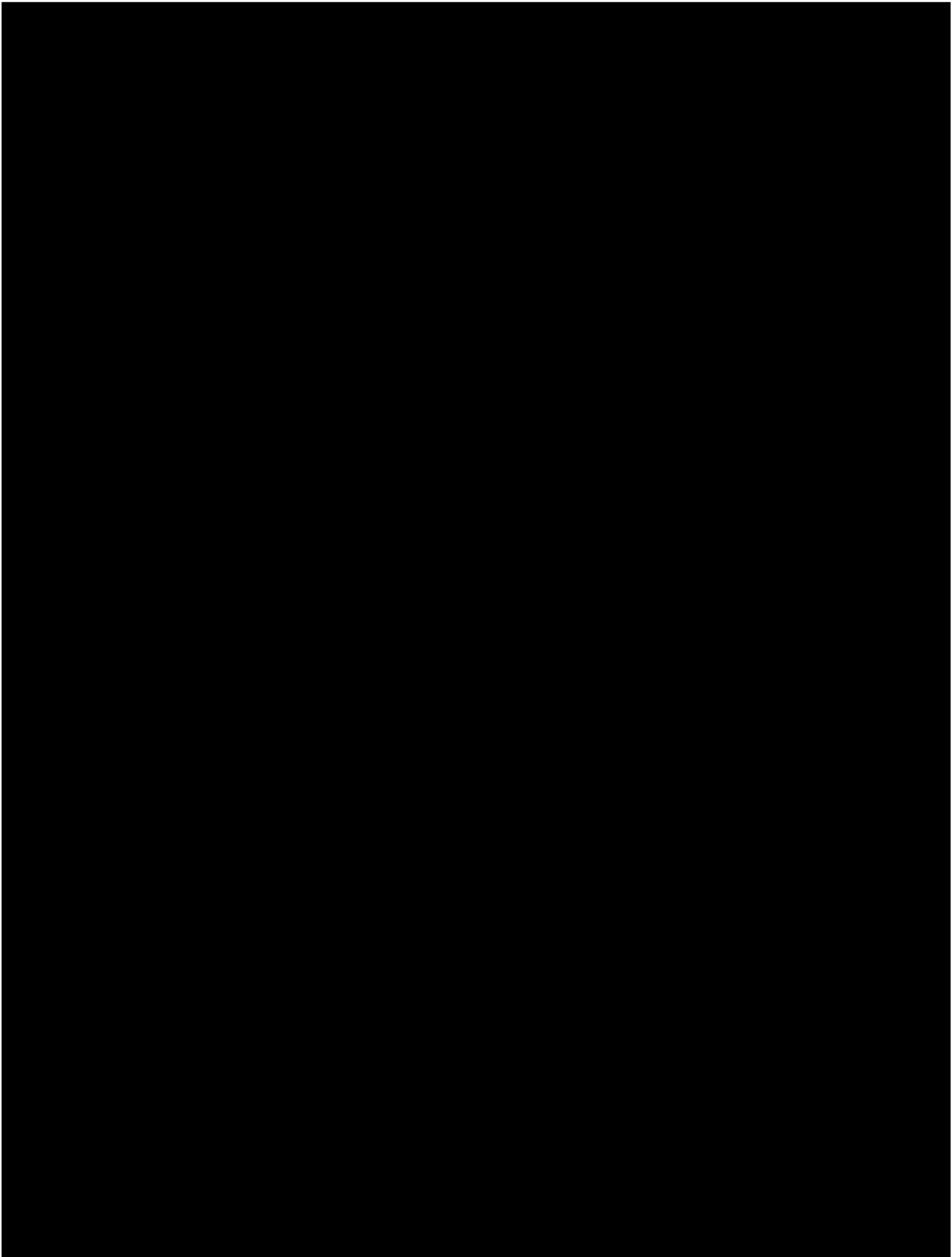


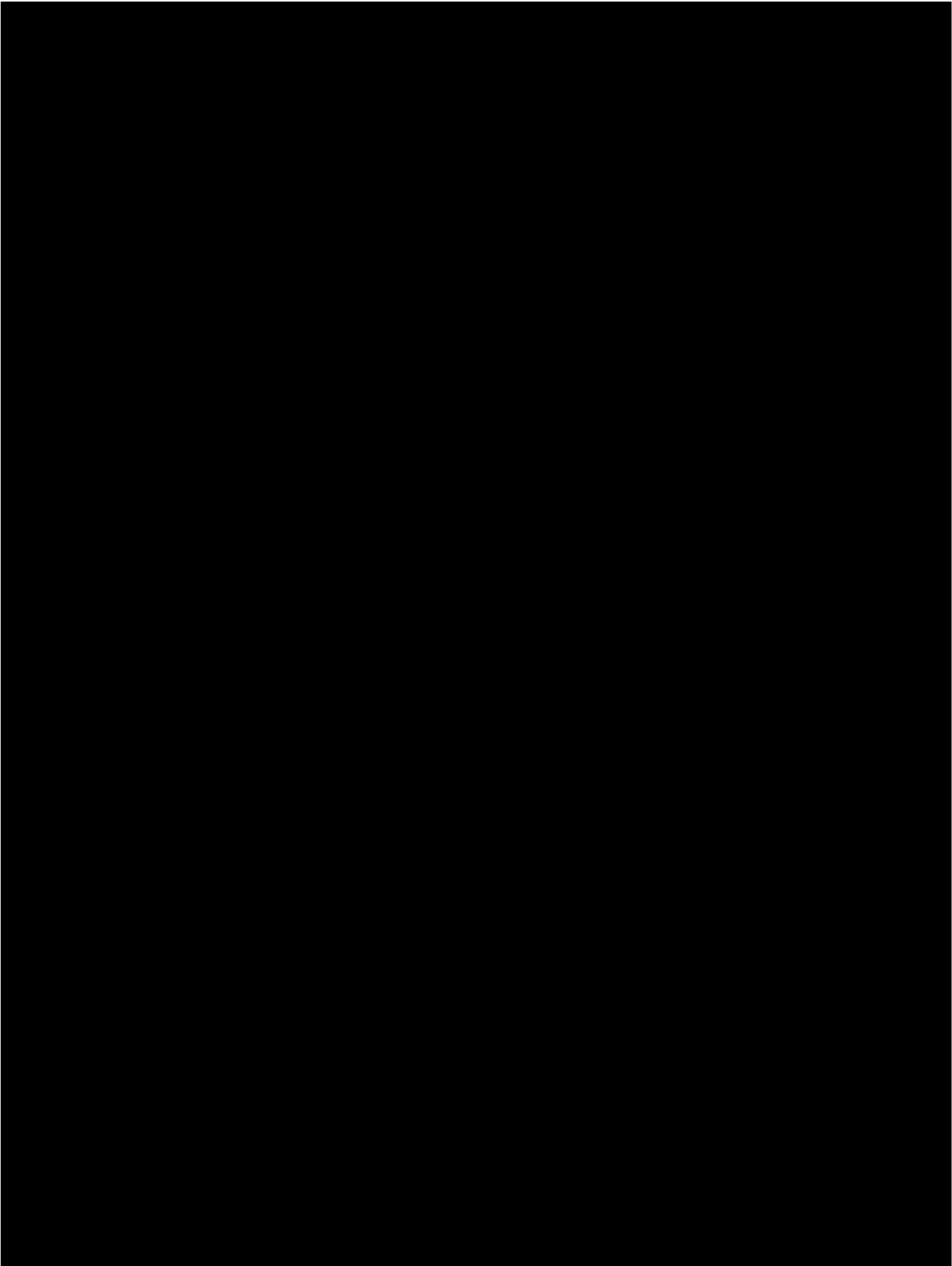


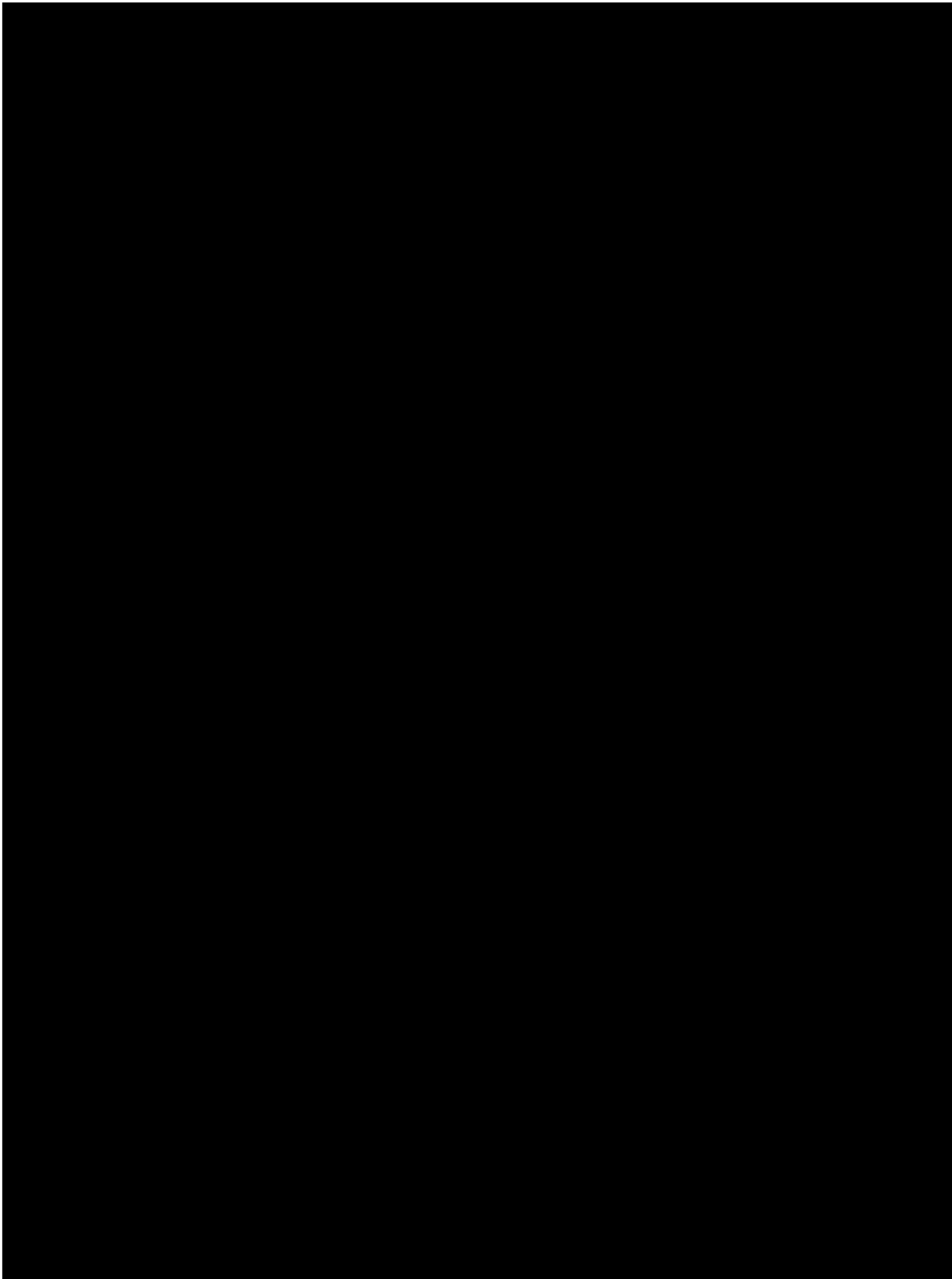


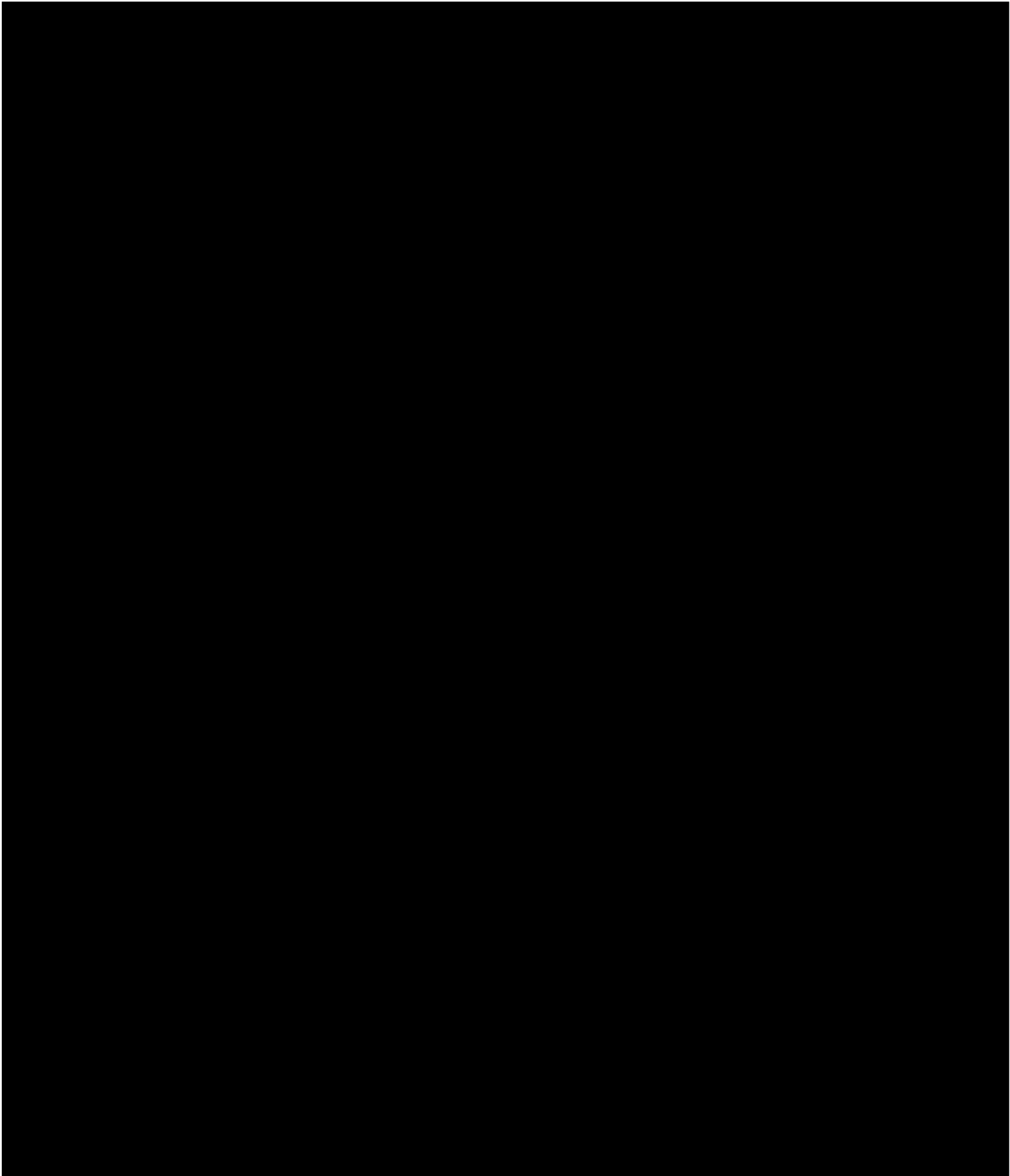




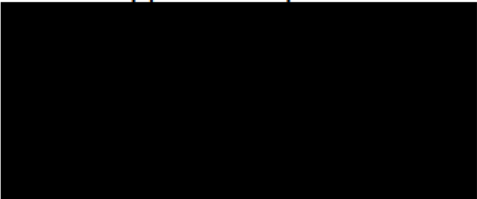








The Supplier's responses to which are detailed in the following attachments:





[REDACTED]

### 3. Team

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]  
[REDACTED]

[REDACTED]

Role	Name
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

○ [REDACTED]

[REDACTED]

○

5.

[REDACTED]

6.

[REDACTED]

7.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

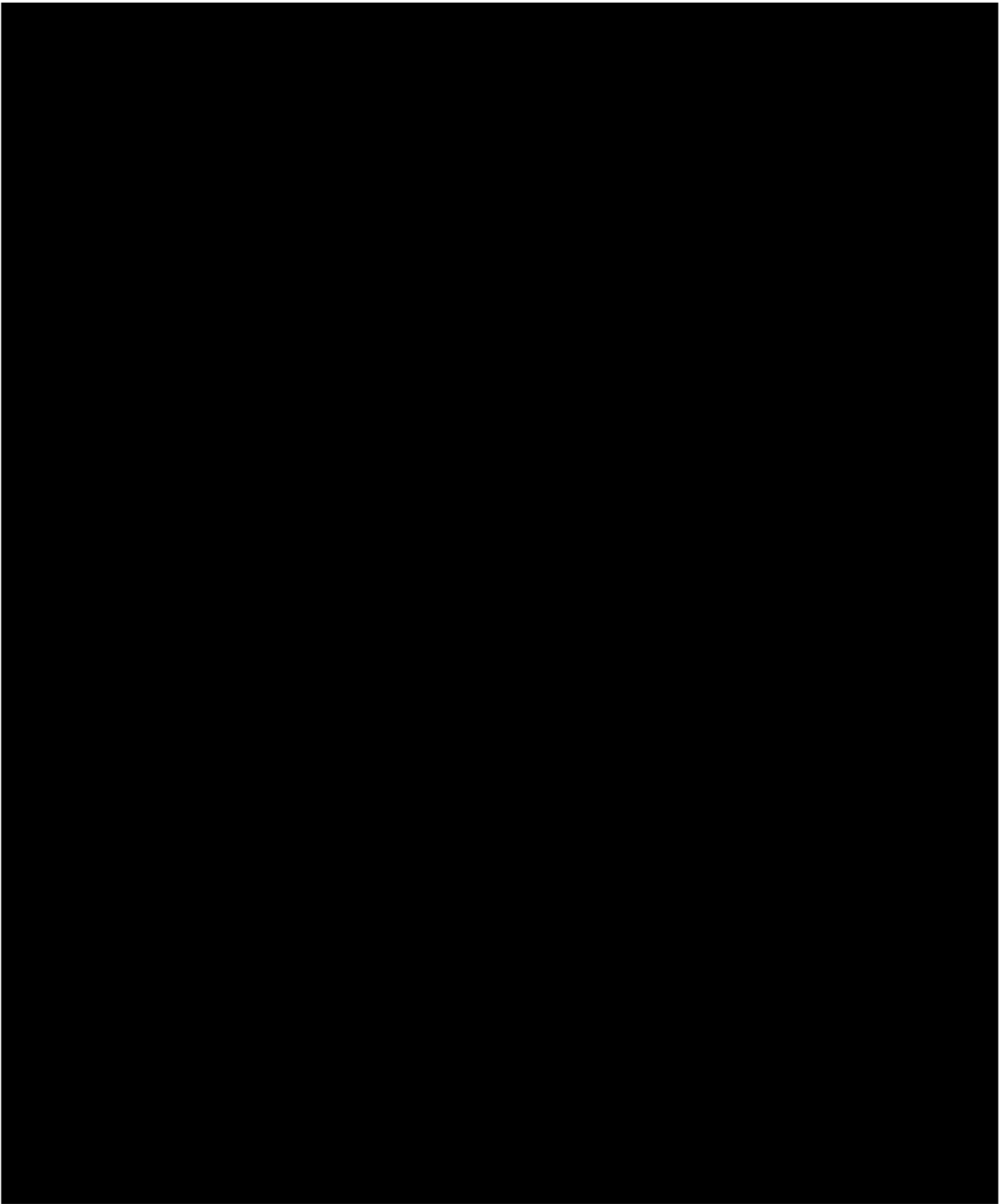
10. [REDACTED]

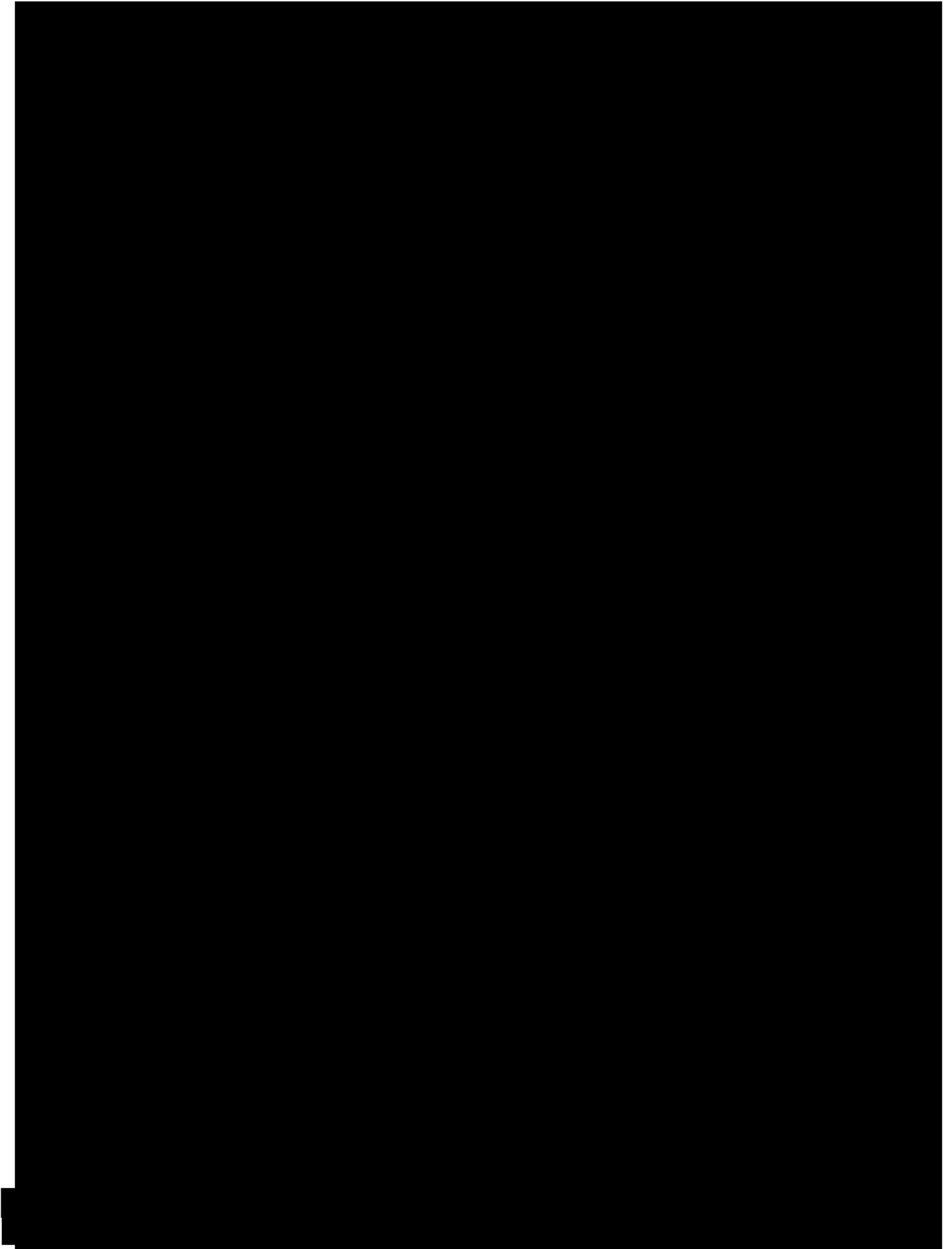
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]







[Redacted]

also  
ses.  
er's  
ning  
e

[Redacted]

[Redacted]

**Appendix 1: Acceptance Certificate Template**



## ACCEPTANCE CERTIFICATE

### Contract

BUYER	Ministry of Justice
SUPPLIER	McGirr Information Technology Pty Ltd
PROJECT NAME	caseHQ Scheduling and Listing
CALL-OFF CONTRACT REFERENCE	xxx
CONTRACT DATE	19th May 2020

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### Certified as completed and accepted by:

NAME	
TITLE	
DATE	

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Schedule 2 - Call-Off Contract charges

[REDACTED]

[REDACTED]

[REDACTED]

--	--	--	--	--



[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]

\* [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Professional Services Rate Card:

For and additional services required outside of the services which form part of the fixed cost for implementation the following day rates shall apply:

Role	Day Rate
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]

All costs exclude VAT.

**Part B - Terms and conditions**

**Schedule 4**



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[illegible]

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

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Acceptance Certificate</b>	The Acceptance Certificate materially in the form of the document contained in Appendix 1 to Call Off Schedule 1 granted by the Buyer when the Supplier has Achieved a Milestone or a Test.
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>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</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.

<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive</b>	Information, which the Buyer has been notified about by the Supplier in writing

<b>Information</b>	before the Start Date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
<b>Data Loss Event</b>	event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
<b>Data Protection Impact Assessment</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	Data Protection Legislation means: <ul style="list-style-type: none"> <li>i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</li> <li>ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy;</li> <li>iii) (iii) all applicable Law about the Processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner .</li> </ul>
<b>Data Subject</b>	Takes the meaning given in the GDPR

<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.

<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="http://tools.hmrc.gov.uk/esi">http://tools.hmrc.gov.uk/esi</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<b>Force Majeure</b>	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• 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</li> </ul>
<b>Former Supplier</b>	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
<b>Fraud</b>	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the

	Information Commissioner or relevant Government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>GDPR</b>	The General Data Protection Regulation (Regulation (EU) 2016/679).



<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
<b>Government Procurement Card</b>	The Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> .
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative Test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information Security Management System</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency Event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium.</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>• 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, KnowHow, trade secrets and other rights in Confidential Information</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>

<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR Claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 Assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the GCloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
<b>Law</b>	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

<b>Order</b>	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an Order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>Processing</b>	Takes the meaning given in the GDPR
<b>Processor</b>	Takes the meaning given in the GDPR.
<b>Production Environment</b>	Production Environment means an Environment in which the Customer uses the solution as the primary record for scheduling live cases
<b>Prohibited Act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory Body or Bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant Person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.

<b>Relevant Transfer</b>	A transfer of employment to which the Employment Regulations applies.
<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement Supplier</b>	Any third-party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security Management Plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service Definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
<b>Service Description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend Controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-youneed-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-youneed-approval-to-spend-money-on-a-service</a>
<b>Start Date</b>	The start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

<b>Subcontractor</b>	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier Staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

# Schedule 7 - GDPR Information

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

## Annex 1 - Processing Personal Data

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

- 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
-------------	---------

<p>Identity of Controller for each Category of Personal Data</p>	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• Contact details for Judicial Office Holders</li> <li>• Data pertaining to age and gender of Judicial Office Holders</li> <li>• Diary and scheduling information including location, room and time of events attended by Judicial Office Holders</li> </ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• None</li> </ul>
	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</li> <li>• Business contact details of officers and employees of the Buyer who contact the supplier for purpose of Project and Product support and maintenance for which the Buyer is the Controller,</li> <li>• Logging and diagnostic data which the supplier may deliberately or inadvertently create in the operation of the service which may contain details of the Buyers personnel for which the supplier is the Controller.</li> </ul>

Duration of the Processing	<p>The contract between The Supplier and the Buyer will be for an initial period of 24 months starting 19<sup>th</sup> May 2020 with two 12-month optional extensions beyond this. The Supplier shall, in respect of any personal data which is processed by The Supplier, perform its obligations as detailed in this Schedule and the contract throughout this period.</p>
Nature and purposes of the Processing	<p>Data will be stored and processed by the Suppliers system for the purposes of providing a Software as a Service (SaaS) function related to creating Hearing Schedules and Listing Hearings in to those Schedules. The way in which a SaaS System operates necessitates all Buyer data required to deliver the business function to be present in the Supplier system. The Supplier system will also be required to host static data pertaining of Buyer's staff and locations in order to deliver its function.</p> <p>The Buyer's data will only be used by processes and users related to the Buyers business function. The Supplier will make no use of the data nor process it for any other purpose that providing the SaaS functions to the Buyer.</p> <p>Data is periodically transferred from the Buyer's existing systems to the system operated by the Supplier via an automated process.</p> <p>Some of the data transferred and processed is not related to individuals and nonpersonally identifiable.</p> <p>Personal data (identified below) related to Judicial Office Holders will be transferred to and remain present on the Supplier's systems for the purposes of providing the Scheduling and Listing business functions.</p> <p>The Supplier undertakes to protect the data to appropriate UK Government standards and only process and store the data on UK based computer systems.</p> <p>Only authorised and appropriately vetted staff at The Supplier with specific access rights granted will be able to access the data brought to The Supplier in order to carry out the necessary investigatory work needed to debug or improve functionality.</p> <p>Automated processes developed by the Supplier will be used on the Data for the purposes of delivering the required functions of the system.</p>



Type of Personal Data	Name Home Address Business Address Date of Birth Gender Telephone Number Email Address Rank and Specialisms Retirement Dates Fee and Expenses Payments Working Schedule and Location Case numbers being worked on Recusals and Conflict of Interest Details which could include relationships
Categories of Data Subject	Judicial Office Holders (Staff) Judicial Office Holders (Fee Paid) Magistrates (Volunteers) Legal Advisors (Staff) HMCTS Court Staff
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	Data will remain in the Supplier's system for the duration of the provision of the contracted service to the Buyer.  Data which is no longer relevant to service provision will be securely deleted as appropriate (e.g. details of Judicial Office Holders no longer working)  Data will be securely transferred (via an encrypted connection) to the Buyer and removed from the Suppliers service at the end of the contract. This data will be deleted to HM Government standards.  Log and diagnostic may be retained by The Supplier for up to 12 months in to improve system performance or features.  Data belongs to the Buyer and therefore The Supplier will securely delete it at any time before this point if instructed to do so.  Certificates of destruction will be provided to the Buyer.



## 2020-05-19

[Redacted]



Adobe Sign

