Crown Commercial Service

G-Cloud 11 Call-Off Contract

Contents

Part A - Order Form

Digital Marketplace service ID number:	{□}
Call-Off Contract reference:	{□}
Call-Off Contract title:	Provision of Palantir Foundry services
Call-Off Contract description:	Provision of data management platform services
Start date:	12 December 2020
Expiry date:	11 December 2022
Call-Off Contract value:	As set out in Schedule 2
Charging method:	Invoice
Purchase order number:	N/A

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

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

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

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

From: the Buyer	National Health Service Commissioning Board and National Health Service Trust Development Authority of Skipton House, 80 London Road, London, SE1 6LH, trading as NHS England and NHS Improvement (**NHS England & NHS Improvement**))
To: the Supplier	Palantir Technologies UK, Ltd. +44 (0) 203 856 8404 Supplier's address: New Penderel House 4th Floor 283 - 288 High Holborn London WC1V 7HP Company number: 07042994

Together: the 'Parties'

Principal contact details

For the Buyer:	Title: Chief Data Officer [redacted]
For the Supplier:	Title: Head of Palantir UK Health [redacted]

Call-Off Contract term

Start date:	12 December 2020
Ending (termination):	11 December 2022
Extension period:	Not applicable

Buyer contractual details

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

G-Cloud lot:	Lot 2 - Cloud software Lot 3 - Cloud support
G-Cloud services required:	As set out in Schedule 1. The Supplier acknowledges that the Buyer may permit use of the Service by certain users within central government departments, agencies and NHS and local government bodies, to the extent such users are expressly set out in Schedule 1, and only for the purposes, and as set out in, Schedule 1 and in accordance with this Call-Off Contract, such users to be deemed as Authorised Users under the Supplier Terms (as defined below). Organisations from the Local Systems (as defined in Schedule 1) ("**LOs**") may procure from the Supplier access to certain services as further agreed in the relevant agreement between such LO(s) and the Supplier ("**LO Agreement**"). Subject to the Buyer's consent provided before any LO Agreement is entered into and further to arrangements relating to the funding, governance and information governance between Buyer and each LO ("**Local Arrangement**"), for the duration of each LO Agreement, Buyer agrees that such LO(s) will benefit from the Buyer's

	Single Environment Base Foundry Licence (PT-CAP-BASE), and from Buyer's payment of any applicable hosting infrastructure fees incurred by the LO pursuant to the LO Agreement as if they were incurred by the Buyer hereunder. Such LO's users of the Supplier software and services (within the scope of use defined in the LO Agreement) shall not constitute Authorised Users for the purposes of numerical limits on Authorised Users within this Call-Off Contract. Buyer will demonstrate to Supplier that Local Arrangements are in place with any particular Local System prior to its entry into an LO Agreement. The Supplier shall provide support services in relation to the Services in accordance with the "Palantir Service Level Agreement" set out in Schedule 3, or such materially equivalent or higher standard of support service as may be described in a replacement to that service level agreement and approved by the Buyer (such approval not to be unreasonably withheld).
Additional Services:	Not applicable in relation to this Call-Off Contract.
Location:	The Services will be delivered on a remote basis to the Buyer.
Quality standards:	Not applicable
Technical standards:	Not applicable
Service level agreement:	Not applicable
Onboarding:	Not applicable
Offboarding:	Not applicable
Collaboration agreement:	Buyer does not require Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability:	[redacted]
Insurance:	For the purposes of clause 9, the following additional insurance is required: [redacted]
Force majeure:	The number of consecutive days for the purposes of clause 23.1 is 30.

Audit:	The Supplier will maintain the records required by incorporated Framework clause 7.7 during the Term. Clauses 7.6 – 7.11 and 7.13 of the Framework Agreement are incorporated into this Call-Off Contract, provided (a) that an Audit (including a security audit as referenced below) may be carried out not more than once during each Year and (b) the Audit may not cover any records held by Buyer or relating to Buyer Data. Supplier will provide Buyer with its standard pen testing attestation (performed at least annually), upon request. The Buyer may also conduct its own security assessment of the Supplier Services provided it complies with the Supplier's penetration testing policy and is carried out no more than once during each Year. The parties acknowledge that in the provision of Services, the Supplier does not have access to Personal Data which identifies Data Subjects, except where and as expressly permitted hereunder and provided such processing is set out in Schedule 7. (Acknowledging that the Supplier has developed a Security Management Plan and an Information Security Management System meeting the requirements of clause 16) (**IS Practice**), Supplier will comply with requests for information security audit of the Products from the Buyer and the National Cyber Security Centre (**NCSC**), and undertakes to notify the Buyer and NCSC of any material changes to IS Practices on request.
Buyer's responsibilities:	As set out in Schedules 1 and 4.
Buyer's equipment:	None.

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners: Amazon Web Services, Inc. (and the Buyer agrees to comply with clause 17 of the Supplier Terms in this respect) – hosting services Datadog, Inc. – telemetry data Proofpoint Inc. – email security

Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is BACS.
Payment profile:	The payment profile for this Call-Off Contract is set out in Schedule 2.
Invoice details:	Unless otherwise set out in Schedule 2, the Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to NHS Shared Services, 0DE Payables M408, Topcliffe Lane, Phoenix House, Wakefield, WF3 1FE
Invoice information required – for	All invoices must include a Purchase Order Number.

example purchase order, project reference:	
Invoice frequency:	Unless otherwise set out in Schedule 2, invoices will be sent to the Buyer Yearly (within 10 days of commencement of the relevant Year) or as agreed.
Call-Off Contract value:	As set out in Schedule 2.
Call-Off Contract charges:	As set out in Schedule 2.

Additional Buyer terms

Performance of the service and deliverables:	(a) Buyer Data will be hosted in the UK. (b) The Supplier will enable knowledge transfer in accordance with Schedule 1. (c) Further to the provisions of clause 21, the Supplier shall within one month of the Start Date provide the Buyer with an exit plan meeting the requirements of clauses 21.6 and 21.8, including providing Buyer with access to Cloud Content in a format and media reasonably accessible to Buyer for 30 days after the end of the Term. (d) The Supplier shall establish and maintain business continuity and disaster recovery arrangements relating to its operations supporting Service performance in accordance with Good Industry Practice and complying with clauses 6 and 13, and provide a copy to the Buyer for review on request. (e) The Supplier's rights to access and use Buyer Data are only those set out in this Call-Off Contract and the Supplier is not permitted to collect, perform or retain any inspection, analysis, aggregation, evaluation, reproduction, metrics or analytics of Buyer Data or use Buyer Data or any information derived from it as the basis for any product or service, subject to paragraph (f). (f) The Supplier is permitted to collect metrics relating to (a) Buyer's use of Services, for the purpose of the continued provision of Services in accordance with this Call-Off Contract (including for purposes relating to the information security of the Services) and (b) (provided such data is not personal data) usage and diagnostics data for the purposes of analysis, maintenance and improvement of Supplier's products and services, such data related only to the performance, management and efficiency metrics of Products and not including any data accessed or derived from Cloud Content or Buyer Data.
Guarantee:	Not applicable.
Warranties, representations:	The following warranties under incorporated Framework clause 4.1: • Supplier Staff with access to Buyer Data will, unless the Buyer

	agrees otherwise, be based in the UK.
Supplemental requirements in addition to the Call-Off terms:	The Parties agree that: (a) The definition of "Cloud Content" in the Supplier Terms shall be replaced with the following: "Cloud Content" means any data or other content (including models and related code) that is created or provided by Customer or its Authorised Users, whether directly or indirectly from a third party, for transmission, storage, integration, import, display, distribution or use in or through use of the Cloud Solutions, including any aggregated or transformed versions thereof and any analytical outputs. (b) Notwithstanding anything to the contrary in this Call-Off Contract, clause 18.8 of the Supplier Terms applies to Cloud Content and as between the Parties, Buyer retains all rights, title, and interest in and to the Cloud Content. The Supplier agrees to waive or (at Buyer's option) transfer to Buyer all IPRs in Cloud Content where any such IPRs vest in Supplier. (c) The provisions of this Call-Off Contract relating to Cloud Content apply to all Cloud Content (as defined above) provided by the Buyer under the Framework call-off contract reference AGEMCSU/TRANS/856 of 12 March 2020, and the Framework call-off contract reference AGEMCSU/TRANS/20/872 of 12 June 2020 (together the "**Initial Contracts**" and the Supplier's Services provided thereunder the "**Initial Services**"). (d) Project Specific IPR does not include any Cloud Content, which shall be dealt with according to this provision and the Supplier Terms. (e) In respect of Buyer Data which is Personal Data, Supplier shall not take or permit Supplier Staff to take any action directed towards, where applicable, the identification of any data subject, the reversal of any de-identification, anonymisation or pseudonymisation steps or methods applied to such data, the attribution of personal data to a data subject or the acquisition or processing of any additional information in pursuit of any of those objectives, unless otherwise requested by Buyer as part of Service performance. (f) The Supplier will comply with such access controls relating to Buyer Data as the Buyer may from time to time require. (g) In respect of Services where the Supplier may be required to process Personal Data, it will process such data in compliance with the data protection requirements set out in

	this Call-Off Contract. (h) Except as set out in paragraph (f)(Performance of services and deliverables) above and Schedule 7 of this Call-Off Contract, the Supplier will not process or transfer any Personal Data within Buyer Data outside the UK. (i) The Supplier will at the Buyer's reasonable request collaborate, advise and co-operate in the preparation of system level security policies and processing annexes (as described below) affecting Buyer Data. (j) Subject to the provisions of Schedule 1, where a Service requires the processing of Personal Data, the Buyer shall notify the Supplier of the details of such processing (which shall be an annex setting out authorised processing for the purposes of Schedule 4 of the Framework Agreement) and such details ("processing annex") shall be added as, and shall take the form of, additional annexes to Schedule 7. (k) The provisions of this Order Form (including without limitation those relating to Cloud Content and Personal Data, subject to Data Protection Legislation and Local Arrangements) apply where applicable to data or other content created or provided within Cloud Solutions by any such Local System under Schedule 1 of this Call-Off Contract as if they were Buyer's Cloud Content. The parties do not intend that a Local System should have the right to enforce this Call-Off Contract. (l) Supplier agrees that LO Agreements will be formed by order forms issued under a successor agreement to the Framework agreement: containing a limitation of liability in respect of Buyer Data of (as a minimum): [redacted] nd, the following terms of this Order Form applying as between Supplier and the LO: a. Additional Buyer terms (a), (c), (d), (e) and (f); b. the Warranty and representation; c. Supplemental Requirement terms (a), (b), (d), (e), (f) and (h); d. Buyer specific amendments (a), (c), (d), (f).
Alternative clauses:	None
Buyer specific amendments to/refinements of the Call-Off Contract terms:	The Buyer and the Supplier agree and acknowledge that: (a) Subject to paragraph (b) below, Clause 2 (Grant of Limited Licence) of the Supplier Terms (as those terms appear in the GCloud Marketplace hosted by CCS) shall apply in full and shall, in the case of any conflict, have precedence over the Framework Agreement and Call-Off Contract (references to the "Agreement" in that clause being read as references to this Call-Off Contract). Defined terms in the Supplier Terms

	bear the same meanings where used in this Call-Off Contract; (b) a. access to the Services other than as set out in Schedule 1 or by any third party is permitted only with the prior written agreement of the Supplier; b. The Supplier acknowledges that use of the Services as described in this Call-Off Contract by the Buyer and Authorised Users (whether employed or engaged by the Buyer or not) is use for the Buyer's internal business purposes and the parties agree that access and use of the Services outside this Call-Off Contract by Local Systems may be granted by Palantir only under a relevant LO Agreement and observing Local Arrangements; c. The Services provide for hosting of the Products on Amazon Web Services infrastructure; (c) Buyer and Authorised Users are not permitted to use the Services or any output from them, and Buyer acknowledges that the Cloud Solution and Services are not intended to be used, as the basis for any: a. decision affecting any particular individual; and/or b. clinical judgment or decision, diagnostic and/or therapeutic purposes, and/or c. as a medical device or accessory to a medical device (as defined in the EU Council Directive 93/42/EC concerning medical devices, and any implementing, replacement or successor law or regulation, as applicable). (d) The Buyer will comply with applicable Laws in its use of the Services and will not breach any rights of third parties in relation to such use. (e) The Buyer will notify users of the Services of the restrictions on its use set out in these terms. (f) In this Call-Off Contract for the purposes of the definition of "Year", a "contract year" is a period of 12 months beginning on the Start Date, successive periods of 12 months during the Term, and the period between the last such 12-month period and the last day of the Term.
Public Services Network (PSN):	Not applicable
Personal Data and Data Subjects:	Confirm whether either Annex 1 or Annex 2 of Schedule 7 is being used: Annex 1

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.

2. Background to the agreement

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier – Palantir Technologies UK, Limited	Buyer – National Health Service Commissioning Board	Buyer – National Health Service Trust Development Authority
Name:	[redacted]	[redacted]	[redacted]
Title:	[redacted]	[redacted]	[redacted]
Signature:	[redacted]	[redacted]	[redacted]
Date:	[redacted]	[redacted]	[redacted]

Schedule 1 – Services

Supplier is referred to as "**Palantir**" and Buyer as "**Customer**" in this Schedule (also referred to as the "**Statement of Work**" (or "**SOW**"). Capitalized terms used herein shall have the meaning set forth in the Call-Off Contract.

1.0 NHS Foundry Single Environment Base Licence

Palantir shall provide a Palantir single environment base Foundry licence subscription (PT-CAP-BASE), as a Software-as-a-Service (SaaS), which is currently hosted on Amazon Web Services in the UK region, for use by Buyer's Authorised Users within the scope described in the Call-Off Contract and below (together "**NHS Foundry**").

As part of the single environment base Foundry licence, Palantir will provide:

- product documentation, coding and other platform-based self-serve training to enable Buyer's Authorised Users to operate NHS Foundry;
- training materials and library of documentation for general user education, troubleshooting, new feature and best practice guidance for development of NHS Foundry and (as part of the Capabilities licences) the Capabilities;
- The ability for users to compile custom reports that can be shared within and exported from NHS Foundry; and
- L3 support services for up to [redacted] users in accordance with Palantir's Service Level Agreement, where L3 support means support for platform errors. [redacted]

Palantir will provide the Customer with a dashboard that shows allocation of infrastructure use across the projects on NHS Foundry and enables Customer to manage and limit (through access control) the use of NHS Foundry by Local Systems incurring Infrastructure Charges (as defined in Schedule 2).

For the purposes of this SOW, "**Local System**" means any NHS Body (as defined in section 275 of the National Health Service Act 2006 ("**2006 Act**")), STP, ICS, PCN, GP practice, any group of such bodies and any other local or regional bodies or groups of bodies that are commissioning or delivering NHS services in England; "**GP Practice**" means a provider of general medical services to NHS England under arrangements to which Part 4 of the 2006 Act applies; "**ICS**" means a collaborative arrangement through which NHS organisations, in partnership with local authorities and others, take collective responsibility for managing resources, delivering NHS standards, and improving the health of the population they serve, as described at https://www.england.nhs.uk/integratedcare/integrated-care-systems/; "**PCN**" means a locally-established network of GP Practices, as described at https://www.england.nhs.uk/gp/gpfv/redesign/primary-care-networks/; "**STP**" means a partnership formed by NHS organisations and local authorities to run services in a more coordinated way, to agree system-wide priorities, and to plan collectively how to improve residents' day-to-day health as described at https://www.england.nhs.uk/integratedcare/stps/; in each case including such a body as governed, managed, established or succeeded by another body under an Act or any regulations or guidance made as contemplated by the Buyer consultation document "Integrating Care" (November 2020)

2.0 Capabilities

Palantir shall provide the following capability Foundry licence subscriptions ("**Capabilities**") as a Software-as-a-Service ("**SaaS**"), which is currently hosted on Amazon Web Services in the UK region, for use by Buyer's Authorised Users within the scope described in the Call-Off Contract and below.

Buyer and Palantir acknowledge that the Capabilities include the delivery of a unique and bespoke configuration of Palantir Foundry for the Buyer's use, in accordance with the Buyer's specifications (as

provided through the Initial Services) and engineering and associated services to ensure that, as described below, the NHS Foundry meets Buyer's agreed requirements.

The Capabilities so far as they describe the Products (as defined in the Supplier Terms) are provided "as is" on the Effective Date of the Call-Off Contract. [redacted] No further Palantir implementation and professional services are included in the Capabilities other than as set out above.

[redacted]

[redacted]

2.1 Data Integration and Analytics Capability for Self-Service

Unless otherwise agreed by the Parties in writing, the total number of Authorised Users permitted to create and modify Tools and other tools configured under this section 2.1 Data Integration and Analytics Capability for Self-Service and perform self-service data integrations and analytics is [redacted]

2.1.1 Ongoing Capability Licence Only

Description: The Data Integration and Analytics Capability for Self-Service provides functionality for integrating activity data sources, modelling activity data in an object-based data model (ontology),and performing analytics and reporting tasks to support operational decision-making. It includes the provision of three configured tools: Strategic Decision Makers Dashboard, Recovery of Critical Services tool, and Early Warning System tool (each a "**Tool**", and as further described below). The Capability enables the independent use of NHS Foundry by the Buyer's employees for self-service data integrations and analytics within NHS Foundry's core applications.

Benefits: The Data Integration and Analytics Capability enables the following on NHS Foundry:

- The ability to ingest structured and unstructured activity data sources and perform data cleaning and transformation tasks in a range of technical and non-technical data management applications in core NHS Foundry;
- The ability to model activity data in the form of common objects, such as (by way of example) regions, hospitals, episodes, and treatments so that it can be used and interpreted via NHS Foundry's analytical and operational applications;
- Data management, access layers, security and data governance capabilities as described in GCloud 11 marketplace service ID 501000199851013;
- The provision of configurable user-facing applications, including flexible dashboards, tools for analysis by technical users such as data scientists, and non-technical operational users, forms for data collection, and reporting functions; and
- The integration with the activity data in SIP, NCDR and UDAL data sources to provision tools under this Capability including Strategic Decision Makers Dashboard, Recovery of Critical Services tool, and Early Warning System tool (as further described below), and potential to integrate with systems and applicable tools deployed by Local Systems provided such Local Systems and/or Buyer pays and subscribes to the relevant PT-CAP-ON and PT-CAP-ADD licences (as applicable).

Authorised User groups:

- Buyer's personnel only (i.e. employees or workers of NHS England and NHS Improvement, where "workers" is read according to section 230(3)(b) of the Employment Rights Act 1996); and
- as applicable for each Tool in 2.1.1.1 to 2.1.1.3 respectively, the Authorised User groups listed in such Tool's section below.

Capability size: *5 (PT-CAP-ON-5) inclusive of a maximum of 1,058 hours of training services, to be utilised on a per annum basis.*

2.1.1.1 Strategic Decision-Makers Dashboard (SDMD)

Description: The Strategic Decision Makers Dashboard (SDMD) provides a unified dashboard to assist executives across the health and care system to coordinate national response to COVID-19 and EU Exit. It displays live information on COVID-19 occurrence, provider capacity, and allows users to create and review summary forecasts comparing supply and demand of critical equipment. The SDMD is also configured to provide daily updates to the Civil Contingencies Secretariat for integration into their local dashboard.

Benefits: The SDMD enables the following on NHS Foundry:

- Use of NHS Foundry as a single environment for data on COVID-19 status and response, allowing Buyer's executives to share information for policy making with counterparties across central Government;
- The ability to track how the virus is spreading across England and identify virus hotspots for additional resourcing; and
- The ability for users to assess hospital capacity and equipment usage.
- The tool can be configured by Buyer to adapt to changing data presentation needs within the scope of this Tool.

Authorised User groups:

- Buyer senior decision makers and their representatives; and
- External users to Buyer (Consume):
    - Civil Contingencies Secretariat division of the Cabinet Office; and
    - Key Local System level decision makers expressly authorised to access the SDMD by Buyer's executives.

2.1.1.2 Recovery of Critical Services (RCS)

Description: The Recovery of Critical Services (RCS) Tool supports service recovery planning as a result of the COVID-19 pandemic, with the ability for the Buyer to transition this Tool for general business-as-usual monitoring. The Tool presents live data against Buyer-selected key performance indicators, across critical services (selected by Buyer) and provides the ability to drill down into the data at regional, STP/ICS, and provider levels. It includes visualisation functionalities in two forms: (1) geographical/ organisational views, which allow users to identify metrics of concern for their region or constituent organisations; and (2) metric views which set out information available for a single metric across multiple organisations, allowing users to understand variation across their region and to benchmark their region against others.

Benefits: The RCS Tool enables the following on NHS Foundry:

- Users to access an overview dashboard, enabling them to view summary metrics of interest that they have selected, and analyse performance across those metrics;
- Access to views of metrics for selected geographic areas, with a range of graph types enabling comparison between areas;
- Transparent metadata, enabling users to understand upcoming metrics (if applicable) and their status, as well as the source and timeliness of the RCS data currently reflected in the dashboards;

- The ability for users to compile custom reports that can be shared within and exported from NHS Foundry to communicate key issues and actions required in the recovery process with other Authorised Users; and
- Links to NHS Foundry's core analytical applications, allowing users to perform custom analyses based on the data used by the RCS Tool enabling insight driven assurance to senior decision makers in the Authorised User groups.

Authorised User groups:

- Buyer's personnel
- External to Buyer (Consume): senior decision makers in
    - Cabinet Office and UK Government departments
    - Local authorities, where integrated or collaborating formally with a Local System;
    - Key Local System decision makers,
      where granted by the Buyers' senior decision makers.

2.1.1.3 Early Warning System (EWS)

Description: The Early Warning System (EWS) Tool (alongside related functionality such as Explainability and Trust Overview) enables up to three-week forecasting*, which helps show the impact of COVID-19 (or related pandemic) and EU Exit on key system metrics (e.g., daily admissions, total bed usage, oxygen therapy bed usage and mechanical ventilator bed usage), enabling users to have an overview of which Regions and Local Systems require special monitoring. Users can explore national views or drill down into region, system, or trust-level forecasts* for each metric, and view a breakdown of which input data sources are driving each forecast.

Benefits: The EWS Tool enables the following on NHS Foundry:

- Access to an overview dashboard showing a summary of key hospital metrics, as well as the top five Trusts that are most at risk based on +1 week, +2 week and +3 week forecasts*;
- Access to dashboards for each metric showing, for example, usage and availability forecasts* for the region, system or Trust selected, comparison to other areas, and drill-down views showing week on week changes by Trust type;
- Visibility of confidence intervals, so that users can view expected outcomes and worst-case outcomes for risk monitoring; and
- Visibility of the history of the underlying models* and data sources so that users can examine the reasons for the forecasted values.

**The EWS Tool includes forecasts generated using a model designed, supplied, and maintained by Faculty AI, who is a direct contractor of Buyer. For information purposes, the model is based on data sources including, but not limited to, NHS SitRep data, Pillar 1 & 2 testing data, 111 telephony data, and Google and Apple Mobility data. As between Buyer and Supplier, Buyer shall be responsible for use and implementation of any such forecasting model or any logic provided by Faculty AI or other third parties, as well as any decisions based on such model or logic.*

Authorised User groups:

- Buyer: Buyer senior decision makers

- External Users to Buyer (Consume): Key Local System level decision makers expressly authorised to access the EWS by Buyer's senior decision makers.

2.2 Supply Management Capability

2.2.1 Ongoing Capability Licence Only

Description: The Supply Management Capability provides tools to help manage the supply and demand of

resources (including for example: PPE, ventilation and oxygen equipment, ICU consumables), supporting end-to-end management of such resources in enabling collaboration between federated teams working across the supply chain using NHS Foundry. This Capability enables management information and workflow functionality between national, regional, and local organisations or systems to help business users to track stock, support allocation, and facilitate mutual aid.

Benefits: The Supply Management Capability enables the following on NHS Foundry:

- **Allocation of PPE:**
  - Use of managed inventory algorithm to optimise distribution of PPE across England;
  - Read inventory from and write back allocation decisions to source inventory management systems running at strategic distribution centres

- **Allocation of ICU Consumables:**
  - Use of managed inventory algorithm to help optimise distribution of ICU Consumables across England

- **Allocation of ICU Equipment:**
  - Review requests of ICU Equipment against supply constraints in an integrated Supply Management capability to help optimize the distribution of ICU Equipment across England

- **Sales & Operational Planning:**
  - the Sales & Operational Planning (S&OP) tool supports an integrated workflow which brings together the “Demand, Buy and Move” elements of NHS supply chains for PPE. The S&OP tool helps the Buyer towards implementing sustainable systems by providing a reporting and decision making platform, which enables:
    - the consolidation of supply, demand, and inventory data across the PPE value chain;
    - scenario analysis capability to ask “what-if” questions based on demand/supply scenarios;
    - the integration of Buyer’s demand and supply modelling scenarios, which can be used by Buyer to guide purchasing decisions; and
    - visibility into the financial impact of decisions and to facilitate actioning them by collaboration with the Buyer’s stakeholders on NHS Foundry.

Authorised User groups: The Supply Management Capability supports [redacted], who may belong to any of the following groups:

Buyer:

- Regional procurement teams;
- Regional leads;
- Supply chain leads;
- National supply chain cells.

External users to Buyer (Consume):

- Local System procurement/logistics planning teams;
- Public Health England and any organisation (or part thereof) succeeding to its functions e.g. NIHP;
- Key Local System level decision makers expressly authorised to access the tool by Buyer’s senior decision makers;
- DHSC and other UK Government departments.

Capability size: *4 (PT-CAP-ON-4) inclusive of a maximum of 423 hours of training services, to be utilised on a per annum basis.*

2.3 Immunisation and Vaccination Management Capability

2.3.1 Ongoing Capability Licence Only

Description: The Immunisation and Vaccination Management (I&V) Capability enables the Buyer to manage the national vaccination programmes for COVID-19 and flu. It aims to help the Buyer increase uptake among eligible patient groups and evaluate readiness for Buyer's vaccination programme. It supports readiness assessments at national and regional levels, and brings together Buyer's demand models with Buyer's data sources including demographic data, patients by cohort, supply data, and vaccination events data from GPs. As part of the Immunisation and Vaccination programme, the I&V Capability enables connection into supported supplier and wholesaler systems. The I&V Capability may be used for ordering of vaccine. The I&V Capability will also be used to support the allocation process of vaccine across England. The Capability will enable planning to be undertaken at a PCN level.

Benefits: The I&V Capability enables the following on NHS Foundry:

- Integration of raw data sources and creation of a Vaccination Ontology for Flu and COVID-19;
- A Common Operating Picture (COP) for flu, with summary dashboards showing vaccination uptake in cohort, chart and map views, as well as links to vaccine supply, GP monitoring and national reporting tools;
- Functionality to submit readiness and mobilisation returns for COVID-19, with tools providing an environment for tracking progress and raising issues;
- Tools enabling users to view and interact with COVID-19 vaccination operations reporting, and stay aware of requirements from the programme that are relevant to their role;
- Tools for visualising uptake strategies against flu vaccine supply levels in different areas, and
- Functionality to support allocation of vaccine stock through an allocation process.

Authorised User groups:

Buyer's:

- National Covid Vaccine Workstream & Programme Leads;
- National Covid Vaccine Modelling;
- National Covid Vaccine Ops Teams & PMO;
- Regional Covid Vaccine Ops Centre Analysts;
- Regional Covid Vaccine Ops Centre Managers;

External users to Buyer (Consume):

- Local System Covid Vaccine Ops Teams;
- Site Level Data Collection Staff;
- Key Local System level decision makers expressly authorised to access the tool by Buyer's senior decision makers;
- Public Health England and any organisation (or part thereof) succeeding to its functions e.g. NIHP;
- DHSC and other UK Government departments.

Capability size: *5 (PT-CAP-ON-5) inclusive of a maximum of 1,058 hours of training services, to be utilised on a per annum basis.*

2.4 Workforce Analytics Capability

2.4.1 Ongoing Capability Licence Only

Description: The Workforce Analytics Capability provides tools to augment Buyer's current Electronic Staff Record (ESR) system and TRAC helps Buyer's leaders to more easily visualise, understand and correct

workforce data. The Capability will support the People Plan and the People Promise across NHS England and NHS Improvement. It allows for the ingestion of Buyer's pre-agreed ESR and recruitment data sources into NHS Foundry to provide a single point of access for managers and directors, with configurable object views to support understanding of the workforce by the Buyer. The Buyer's users can drill down and view changes to workforce data over time to help them build an overall view of their workforce.

Benefits: The Workforce Analytics Capability enables the following on NHS Foundry:

- **First-level and second-level line managers views:** these views will allow line managers to visualise information about the individuals they manage so that they can better understand manage and correct any incorrect information about their workforce.
- **Senior line manager views:** these views will allow senior line managers to visualise aggregate information on the workforce they manage and allow them to assess the workforce against key Buyer metrics such as staff turnover rate, recruitment rates and staff competencies and to support Buyer's Equality & Diversity agenda.
- **Executive and senior manager views:** these views will allow leaders to have general visibility of the Buyer's workforce, helping them understand the major challenges being faced and to make overall workforce plans.
- The above workflows will be integrated into a single Capability workspace and sit on top of a common ontology that has been developed by integrating Buyer's ESR and TRAC (recruitment) data. This Capability includes a granular permissioning functionality to ensure that access to personal data of Buyer's workforce is restricted and respects the organisational hierarchy as per Buyer's configurations.
- Authorised Users to configure views tailored to specific corporate departments.
- Authorised Users to drive data quality by flagging in NHS Foundry where data is omitted, giving teams the ability to update data, and by improving the accuracy and fidelity of the data.

Authorised User Groups:

Buyers:

- Line Managers;
- HR & OD Teams; and
- Directors.

Capability size*: 1 (PT-CAP-ON-1) inclusive of a maximum of 18 hours of training services, to be utilised on a per annum basis.*

2.5 Adult Social Care Dashboard Capability

This Capability is in scope of Services for the first six months of Term only (12 December 2020 – 11 June 2021), unless further extended by the Parties by mutual agreement in accordance with section 7 of this Schedule 1.

2.5.1 Ongoing Capability Licence Only

Description: The Adult Social Care Operations Capability provides a national command centre for managing COVID-19 response in the social care sector. It includes the integration of data sources including test data from across pillars, deaths data, care home reference data, infection prevention controls questionnaire, and capacity and workforce data. Users can monitor COVID-19 occurrence and spread within social care facilities, care provider response, and performance against a variety of metrics in configurable dashboards and analytical tools.

Benefits: The Adult Social Care Operations Capability enables the following on NHS Foundry:

- Monitoring of COVID-19 incidence and death hotspots through data feeds showing information on positive test results, confirmed outbreaks, and deaths;
- Monitoring and management of COVID-19 testing in care homes, including tracking and comparing compliance against Buyer's testing metrics at national and local authority level;
- Monitoring of infection prevention controls, with functions for drilling down into individual providers' performance;
- Assessment of the impact of COVID-19 on social care staffing, including visibility of cases among staff filtered by demographic data and operational tooling highlighting staff shortages; and
- The ability to use the tools' outputs in operational decision-making, for example communicating changes in policy in response to rises in COVID-19 occurrence, or identifying which care facilities need additional outreach by local health protection teams.

Authorised User groups:

- DHSC National users responsible for the coordination of delivery of social care;
- Local authority users responsible for the coordination of delivery of social care (Consume); and
- Nominated personnel from Association of Directors of Adult Social Services (ADASS), Local Government Association (LGA), Better Care Fund, STP/ICS and Public Health England and other Local Systems, who are responsible for the coordination of delivery of social care (Consume).

Capability size: *5 (PT-CAP-ON-5 (6 months)) inclusive of a maximum of 529 hours of training services to be utilised over six months.*

2.6 Integrated Planning Tool (IPT)

2.6.1 Ongoing Capability Licence Only

Description: The Integrated Planning Tool (IPT) Capability is a tool configured to support planning between national, regional and local systems. It enables the integration of Buyer's data sources for service planning, as well as national and local models for supply and demand. This Capability includes workflows, user interfaces, and functionality to collect and support integration of Local System data for planning purposes.

Benefits: The IPT Capability enables the following on NHS Foundry:

- A single environment for planning, with national teams able to set and share common planning assumptions and scenarios for planning Covid and business-as-usual activity;
- Buyer's users to conduct scenario planning depending on their configuration of their assumptions of the following key metrics of a Provider's service: activity, discharges, diagnostic decisions by clinicians, workforce needs, and waitlist implications;
- The ability for regional and local system users to adjust set parameters within the tool, and submit and export their model outputs for specific local scenarios;
- Integration of Local Systems data to provide inputs to the core planning scenarios;
- Ability to create national, regional and system level plans through aggregation of users' modelling outputs and/or local data to support analysis and help identify variation and outliers by comparison to central planning model outputs and assumptions;
- Audit and control functionality; and
- Iterative planning cycles between national, regional and local systems using a COP of the changes and final Buyer-agreed position, to enable tracking against the Buyer's plan.

Authorised User groups:

Buyer: Analysts exploring region/national-level plans

External (Consume): Analysts from Local Systems

Capability size: *2 (PT-CAP-ON-2) inclusive of a maximum of 53 hours of training services, to be utilised on a per annum basis.*

[redacted]

3.0 Optional Implementation and Professional Services

Additional Palantir services for maintenance, support of, further configuration of, or data integration for, the Capabilities 2.2 to 2.6 set out above may be purchased separately (pursuant to a variation to this Schedule in the form of a further statement of work). Supplier and Buyer agree to create a process for specifying and agreeing the scope of such services and associated Call-Off Contract charges.

4.0 Training

The Parties will jointly agree a training plan in respect of the training services allocation under the Capabilities listed above. Such training hours may include Palantir providing training to Buyer's IT team and the CSU technical users on data integration, data pipeline management, administration and operation of NHS Foundry and the Capabilities within the first three to four months from the Start Date. Additional training services in excess of the allocation may be purchased in accordance with Section 3 above. Supplier will deliver such training services using a range of methodologies based on audience skills and experience with a view to enabling knowledge transfer including generally available self-service, knowledge bases and materials, co-delivery of, and collaboration with Buyer personnel on, training and leading one-to-N training sessions.

5.0 Personal data

Where Services are required in respect of Buyer Data which is Personal Data, Supplier will process such Personal Data only in accordance with this Call-Off Contract data protection annexes set out in Schedule 7 (which Buyer will complete (consulting with Supplier as to technical and organisational security matters as appropriate having regard to Supplier's role as processor and informed by Buyer's data protection impact assessments)).

6.0 Buyer responsibility

Buyer acknowledges that Supplier's Service performance is dependent on Buyer's fulfilment of Buyer Responsibilities (as set out in Schedule 4), provided that Supplier has notified Buyer of the relevant Buyer Responsibility in advance.

7.0 Further Services

Buyer may, where permitted by the Framework Agreement, propose a variation to this Schedule (and agree with Supplier) in the form of an additional statement of work setting out further Services and associated Call-Off Contract charges.

8.0 Local Organisations

Supplier acknowledges that Buyer will establish Local Arrangements dealing with governance, funding and infrastructure use (and other matters at its discretion) in relation to LO access to NHS Foundry and will comply with Buyer's instructions in relation to service provision to LOs provided such LOs have given Supplier instructions to do so or as set out in Local Arrangements (it being acknowledged that LOs will provide Supplier with instructions to process Personal Data for the purposes of Data Protection Legislation). As between Buyer and Supplier, Buyer is responsible for enforcing compliance by Local Systems with Local Arrangements.

[redacted]

[redacted]

Classification:

Schedule 2 - Call-Off Contract charges

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

Ongoing Licence Charges

Code	Part Number	Product Description	Price (excl. VAT)	Payment Profile
24	PT-CAP-BASE	**NHS Foundry Base Licence**: Single environment base Foundry Licence (per annum cost)	£3,000,000	Yearly in advance
42	PT-CAP-ON-5	**Data Integration and Analytics Capability for Self-Service**: Capability 5 ongoing Capability Licence fee, payable on a per annum basis, inclusive of a maximum of 1,058 hours of training services, to be utilised on a per annum basis.	£7,968,750	Yearly in advance
40	PT-CAP-ON-4	**Supply Management Capability**: Capability 4 ongoing Capability Licence fee, payable on a per annum basis, inclusive of a maximum of 423 hours of training services, to be utilised on a per annum basis.		
42	PT-CAP-ON-5	**Immunisation and Vaccination Management Capability**: Capability 5 ongoing Capability Licence fee, payable on a per annum basis, inclusive of a maximum of 1,058 hours of training services, to be utilised on a per annum basis.		
34	PT-CAP-ON-1	**Workforce Analytics Capability**: Capability 1 ongoing Capability Licence fee, payable on a per annum basis, inclusive of a maximum of 53 hours of training services, to be utilised on a per annum basis.		
36	PT-CAP-ON-2	**Integrated Planning Tool (IPT)**: Capability 2 ongoing Capability Licence fee, payable on a per annum basis, inclusive of a maximum of 106 hours of training services, to be utilised on a per annum basis.		
42 (6 months)	PT-CAP-ON-5 (6 months)	**Adult Social Care Dashboard Capability**: Capability 5 (6 months) ongoing Capability Licence fee, pro-rated for six	£1,562,500	In advance

Code	Part Number	Product Description	Price (excl. VAT)	Payment Profile
		months, inclusive of a maximum of 529 hours of training services, to be utilised over six months.		

Other than PT-CAP-ON-5 (6 months), Capability charges are payable per Year. Buyer may notify Supplier (upon three months' notice) prior to the commencement of the relevant Year, for Supplier's approval, if Buyer wishes to vary a Capability (and associated charges shall be amended accordingly).

Infrastructure Charges

The Buyer is responsible for paying infrastructure fees for its Authorised Users and those of any Local Systems. The aforementioned Base- and Capability- licences provide the Buyer and its Authorised Users an applicable Infrastructure usage threshold (see Appendix 1). To the extent the Buyer's usage exceeds such threshold, the Buyer may purchase additional infrastructure usage bundles and the parties will agree a variation to this Schedule accordingly. Payment for such additional infrastructure usage bundles shall be made in advance.

The initial usage thresholds are set out in Appendix 1.

Optional Implementation and Professional Services and Training

Additional Palantir training and services for maintenance, support of, further configuration of, or data integration for, the Capabilities set out in sections 2.2 to 2.6 of Schedule 1 may be purchased under a further Statement of Work as described in Schedule 1.

Appendix 1:

Foundry Usage Threshold

Year 1: *£12,531,250*

Year 2 onwards: *£10,968,750 per Year*

Schedule 3 – Palantir service level agreement

1. SUPPORT SERVICES. Support Services consist of (a) Error Correction, (b) Technical Support provided to Customer's Technical Contact, and (c) Updates that Palantir in its discretion makes generally available to the extent Customer is up to date on all fees due under its current Agreement (any such Update will be subject to the Agreement as though it were the applicable Software). Availability and Response Times below shall apply only to the Software. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

2. AVAILABILITY. Once the Software is configured for Customer and accessible to Authorized Users for use in business workflows other than for testing purposes, Palantir will reasonably endeavor to provide Availability of 98%.

2.1. "**Availability**" is calculated as the total number of minutes in a month minus any Unexcused Downtime as monitored and reported by Customer, divided by the total number of minutes in a month.

2.2. "**Unexcused Downtime**" is defined as the time in which the Software is materially inoperative and unavailable for five or more consecutive minutes, and does not include Excused Downtime (as defined below) or time attributable to: (a) Customer's environment, hardware, software, external integrations, network providers, or security settings; (b) third-party applications, software, and infrastructure, or other components not controlled by Palantir; or (c) force majeure events.

2.3. "**Excused Downtime**" means (a) a prearranged maintenance window where downtime may occur for the Software, or (b) any downtime occurring outside of regular maintenance windows where Palantir has provided advance notice to Customer (including but not limited to, broad impact security vulnerabilities, architectural migrations, and/or hosting changes).

3. RESPONSE TIMES & ERROR PRIORITY LEVELS. Palantir shall exercise commercially reasonable efforts to (i) respond within the response times set forth below, and (ii) correct any Error in the Software reported by Customer through the Error reporting processes provided by Palantir, in accordance with the priority level reasonably assigned to such Error by Palantir.

Severity	Response Time	Targeted Resolution Service Level
P0	2 clock hours, 365 days a year	Error Correction commencing within 4 clock hours of Response Time to issue until Error is resolved or downgraded
P1	12 Business Hours	Error Correction commencing within 12 Business Hours of Response Time to issue until Error is resolved or downgraded
P2	24 Business Hours	Error Correction at Palantir's discretion in an Update
P3	60 Business Hours	Error Correction at Palantir's discretion in an Update

P0 Error - Palantir shall commence the following procedures: (i) assigning Palantir engineers or other trained personnel to correct the Error; (ii) notifying Palantir management that such Error has been reported and of steps being taken to correct such Error; (iii) providing Customer with periodic reports on the status of the corrections; (iv) if appropriate, initiating work to provide Customer with an Update; and (v) if appropriate, providing Palantir engineers, or other trained personnel, onsite at Customer's facilities.
P1 Error - Palantir shall commence the following procedures: (i) assigning Palantir engineers or other Palantir-trained personnel to correct the Error; (ii) notifying Palantir management that such Error has been reported and of steps being taken to correct such Error; (iii) providing Customer with periodic reports on the status of the corrections; (iv) if appropriate, initiating work to provide Customer with an Update; and (v) if appropriate, providing Palantir engineers, or other trained personnel, onsite at Customer's facilities.
P2 Error - Palantir may include the Fix for the Error in an Update.
P3 Error - Palantir may include the Fix for the Error in an Update.

4. CUSTOMER RESPONSIBILITIES.

4.1. Customer shall be responsible for (a) first level Error monitoring (in the event of an Error, Customer's Technical Contact(s) shall provide Palantir with details of the Error and Palantir shall commence Error Correction consistent with, at a minimum, the terms herein); (b) supporting data feeds, pipelines, and applications built using and on top of the Software; and (c) first level support provided to Authorized Users.

4.2. Customer will designate a Technical Contact to serve as the primary contact for Palantir in triaging and correcting Errors (**"Technical Contact**"). The Technical Contact will be reasonably available and able to provide necessary assistance and cooperation to allow Palantir to provide and Customer to receive the Support Services, and to collect relevant information to any Error Correction and report it back to Palantir as soon as reasonably possible.

4.3. Customer will ensure that Customer's network, systems, and infrastructure (collectively "**Customer Systems**") are properly configured, maintained, and coordinated to facilitate the provision and receipt of Support Services, including by:
4.3.1. configuring Customer Systems (e.g., suitable firewalls) to allow the receipt of the Support Services, including Updates, Fixes, and or Workarounds provided by Palantir's continuous delivery system, and to allow the provision to Palantir of analytics, statistics, and other data related to Customer's use of the Software; and
4.3.2. notifying Palantir at least five (5) business days in advance of any known events that may cause disruptions to Customer's use of the Software (such as modifications to Customer Systems, power outages, changes in security, authentications, operating systems, file formats, data feeds, and/or infrastructure).

4.4. Customer will administer any necessary accounts (e.g., creating new user accounts, maintaining existing accounts, provisioning user permissions and access for Palantir to provide the Support Services). Customer will also provide Palantir with all necessary onsite and/or remote access via secure VPN to Customer's facilities and Customer Systems (such as by provided badges and access credentials), where applicable, without specific restrictions on geographic location beyond existing Palantir policies restricting access from sanctioned or high-risk countries. Customer shall provide all necessary assistance and co-operation in a timely fashion as required for Palantir to gain access to Customer's cloud environment or Content and to provide Support Services (e.g., whitelisting IP addresses, configuring suitable firewalls, enabling the required support functionality in Customer's cloud environment). Customer compliance training requirements shall be satisfied by Palantir's standard compliance and data privacy training modules.

5. EXCLUSIONS. Palantir shall have no obligation to support (as applicable): (i) Software that has been altered, modified, or damaged (by someone other than Palantir); (ii) Errors caused by Customer, a third party acting on behalf of Customer, and/or any Customer or third party hardware or software (including data feeds, operating systems and/or network equipment), or other causes beyond the control of Palantir; (iii) Software installed on any hardware that is not supported or provided by Palantir, (iv) any Software for which Palantir has released a Fix or Update that remains unimplemented due to Customer's action or inaction (including through failure to permit the application of Palantir's continuous update service); and/or (v) a failure in code that is written or maintained by Customer, including any Customer Authored Items. Palantir will not be responsible for any support failures or delays to the extent that such failures or delays result from Customer's failure to fulfill its obligations hereunder.

6. DEFINITIONS.

"Business Hours" means hours during the period of each day in which Palantir offers Support Services, 9 A.M.-10 P.M. GMT.
"Error" means an error in the Software that is reproduced by Palantir and which significantly degrades the Software as compared to the Documentation.
"Error Correction" means the use of commercially reasonable efforts to correct Errors or the availability of an update to correct Errors.
"Fix" means the repair, replacement, or configuration of object or executable code versions of the Software to remedy an Error.
"P0 Error" means an Error which renders the Software inoperative or causes the Software to fail catastrophically.
"P1 Error" means an Error which substantially degrades the performance of the Software so as to materially impact or restrict Customer's use of the Software.
"P2 Error" means an Error which causes a minor impact on Customer's use of the Software.
"P3 Error" means an Error which causes a negligible impact on Customer's use of the Software.
"Technical Support" means technical support assistance via Software capabilities, email, telephone, or other means provided by Palantir in its discretion to Authorized Users during Business Hours concerning the Software.
"Workaround" means a change in the procedures or workflow followed to avoid an Error without substantially impairing Customer's use of the Software.

THESE SUPPORT SERVICES TERMS ARE NOT A WARRANTY. ALL PRODUCTS, SOFTWARE, AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT.

THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.

Schedule 4 – Buyer responsibilities

Buyer responsibilities are set out below. Where a Local System accesses NHS Foundry these responsibilities apply to such Local System as applicable. Buyer may be required to procure access or assistance from persons who are not its employees or contractors where necessary in relation to the Capabilities (e.g. assistance from Cabinet Office and/or Local Systems) ("**Dependencies**"):

1) *Data Access*
    a. Timely access to or provisioning of relevant data
    b. Timely access to or provisioning of necessary network components for the purposes of data ingestion and integration
    c. Timely information governance approvals required for the use of relevant data
    d. Ensuring provision of data to, and use of data by, Supplier as envisaged in this Call-Off Contract complies with applicable law and policies
    e. Anonymising or pseudonymising personal data where possible

2) *User and Subject Matter Expert Access*
    a. Timely provision of technical personnel for data integration, pipeline and ontology maintenance and data analytics
    b. Timely access to Buyer test users and subject matter experts for implementation and configuration support
    c. Timely assistance from Buyer's technical experts, data owners to ensure proper operation of the Cloud Solution with Buyer data and technology systems and infrastructure
    d. Timely assistance from Buyer's technical experts, data owners to ensure proper operation of the Foundry Cloud Solution with Buyer data and technology systems and infrastructure
    e. Provision of L1 and L2 response and triage service for Foundry Issues support under the SLA set out in Schedule 3
    f. Provision of technical personnel that can deliver further training (if required beyond the allocated number of hours)

Schedule 5 – Governance

1 The Parties will implement and observe the following governance arrangements.

2 Each party will ensure that suitably qualified and informed personnel consistently attend, contribute to and follow up actions and matters arising from the meetings described below.

3 Unless otherwise agreed Buyer will chair and minute all meetings. The scheduling of all meetings shall be as agreed by the Parties at Buyer's initiative.

4 The Buyer may propose changes to this meeting schedule which the Supplier will, acting reasonably, agree.

Meeting	Cadence	Buyer attendees	Supplier attendees	Agenda
Quarterly review	Quarterly	As agreed	As agreed	[redacted]
Steering committee	Monthly	As agreed	As agreed	Use case performance, issues arising, business demands, risks and issues
Operational call – platform	Weekly	Project manager	Project manager	Operational review
Operational call – capability	Weekly	Capability lead	Capability lead	Operational review
Implementation service review (if applicable)	As agreed	As agreed	As agreed	As agreed
Engineering service review (if applicable)	As agreed	As agreed	As agreed	As agreed
Information governance	As agreed	As agreed	As agreed	As agreed

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.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.

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

2. Incorporation of terms

2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)

- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form.

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside IR35 or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

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

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

5. Due diligence

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

- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
- are confident that they can fulfil their obligations according to the Call-Off Contract terms
- have raised all due diligence questions before signing the Call-Off Contract
- have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any

merchant fee levied for using the GPC and must not recover this charge from the Buyer.

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

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

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

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

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

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

7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

- during this Call-Off Contract, Subcontractors hold third--party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- the third-party public and products liability insurance contains an ‘indemnity to principals’ clause for the Buyer’s benefit
- all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

- a broker's verification of insurance
- receipts for the insurance premium
- evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

- premiums, which it will pay promptly
- excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework clauses 8.78 to 8.86. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

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

- rights granted to the Buyer under this Call-Off Contract
- Supplier's performance of the Services
- use by the Buyer of the Services

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

- modify the relevant part of the Services without reducing its functionality or performance
- substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

The Supplier must not remove any proprietary notices in the Buyer Data.

13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.

13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and

prevent its corruption and loss.

13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at https://www.gov.uk/government/publications/security-policy-framework and the Government Security Classification policy at https://www.gov.uk/government/publications/government-security-classifications
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at https://www.cpni.gov.uk/content/adopt-risk-management-approach and Protection of Sensitive Information and Assets at https://www.cpni.gov.uk/protection-sensitive-information-and-assets
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at https://www.ncsc.gov.uk/collection/risk-management-collection
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles

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

13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at

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

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information

breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at https://www.ncsc.gov.uk/guidance/10-steps-cyber-security

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:

- an executed Guarantee in the form at Schedule 5
- a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- an Insolvency Event of the other Party happens
- the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data);19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the

IPRs are owned by the Buyer

- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's

methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit
- it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form. [redacted]
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its

obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any

loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- the activities they perform
- age
- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

- work proactively and in good faith with each of the Buyer's contractors
- co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7

Schedules 3 – 5

NOT USED

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

	deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy; iii) (iii) all applicable Law about the Processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner .
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)

DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of

	fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or **IPR**	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions,

	semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.

Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality,

	integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third-party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security Management Plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application and set out in Schedule 8.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7 - GDPR Information

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. Any such further instructions shall be incorporated into this Annex in accordance with the Call-Off Contract.

1.4 Notwithstanding anything else in the Framework Agreement and / or the Call-off Contract, The Parties agree that the terms of the "STANDARD EU CONTRACTUAL CLAUSES (PROCESSORS)" below shall apply to this Agreement.

Annex 1 - General Services

1. **Covid-19**

Description	**Details**
Identity of Controller for each Category of Personal Data	**The Buyer is Controller and the Supplier is Processor** 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 Personal Data provided by the Buyer (or at the direction of the Buyer) for the purposes of the delivery by the Supplier of the Services, as set out in the Statement of Work ("SOW"): Nature and purpose of Processing Data Processed in accordance with the Agreement may be subject to the following Processing activities: • performance by Palantir of activities necessary to provide products or services or otherwise perform its obligations under the Agreement; • disclosures in accordance with the Agreement, or as compelled by law.
Duration of the Processing	*The Term of the Agreement (as set out in the Call-Off Order Form for this Agreement) plus the period from the expiry of the Term until the return or deletion of all Customer Personal Data by the Supplier in accordance with the Agreement and applicable law.*
Nature and purposes of the Processing	*Data Processed in accordance with the Agreement may be subject to the following Processing activities:* • *performance by the Supplier of activities necessary to provide products or services or otherwise perform its obligations under the Agreement;* • *disclosures in accordance with the Agreement, or as compelled by law* *The specific purposes for the processing are described below*

[redacted]

Description	Details
	The aim of the project is to create a data store which will be used to: *1. Track and predict the spread of COVID-19;* *2. Model interventions including guidance for public & patients;* *3. Optimise health & community resources.* *Processing many & varied data sources is critical for achieving these aims.* *The processing will primarily focus on data triangulation to support tracking, surveillance and reporting for Covid-19.* *As Covid-19 is now a pandemic and to ensure that we are taking a data led approach, there are key questions which will need to be answered:* *1. How do we track the spread of COVID 19 and the impact of it?* *2. How do we predict the spread of COVID 19 and the impact of it?* *3. How do we understand the impact of interventions?* *4. How do we optimise the use of resources across the Healthcare System?* *5. How do we equip the public with the resources and tools they need, to help themselves?;The above are the primary purposes for which the data will need to be processed.*
Type of Personal Data	*In order to provide the Services or otherwise perform its obligations under the Agreement, the Supplier will process the Personal Data provided or made available to the Supplier in relation to the Agreement.* *The Supplier is granted access to Personal Data only after an aggregation and de-identification process meeting NHS standards, and is under a contractual restriction precluding identification of data subjects.*
Categories of Data Subject	*Data Subjects include the individuals about whom data is provided to the Supplier via the Services or otherwise by (or at the direction of) the Buyer or Buyer's users who are authorised to use the Services. These may include, but are not limited to, the following:(i) Employees, contractors, or agents of the Buyer (who are natural persons); (ii) the Buyer's users authorized to use the Service; (iii) the Buyer's clients, customers, or other users of the Buyer's products or services; and/or (iv) Third parties with which the Buyer conducts business and in each case, they include former, present, and/or prospective individuals in these categories.* *Members of the public* *Patients*
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve	As set out in the Call-Off Contract.

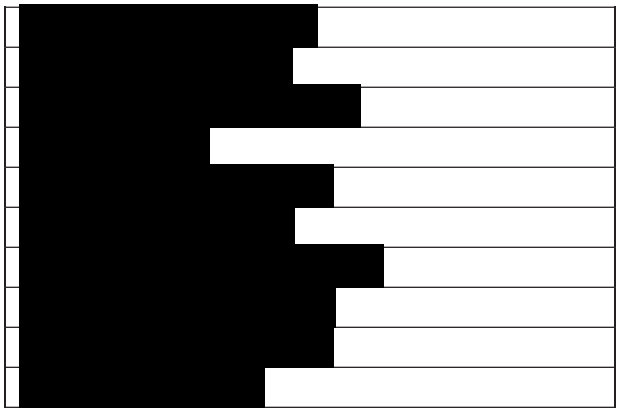
Description	Details
that type of data	

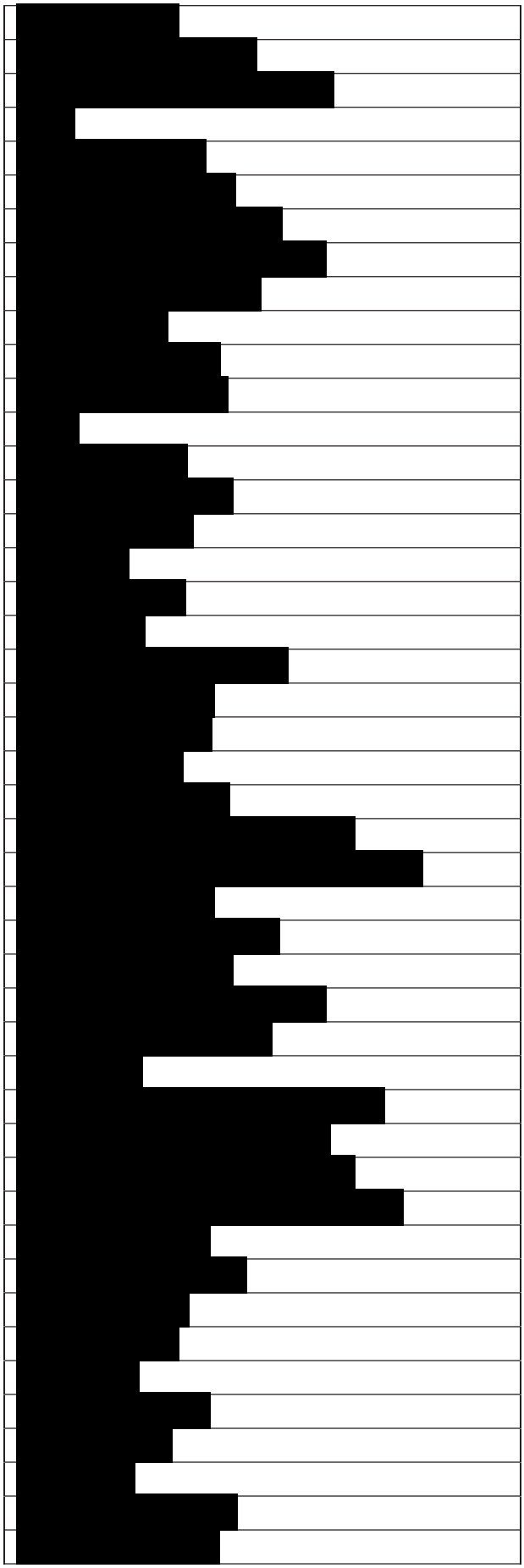
Annex 2 –Service including Personal Data

1. ESR Data (Workforce Analytics Capability)

Description	Details
Identity of processor and controller	Buyer is Controller. Supplier is Processor.
Nature and purpose of processing	Performance by Supplier of its obligations under the Agreement. Supplier's support as Processor of provision of management information to Buyer line managers relating to HR data within ESR Data.
Duration of processing	The Term of the Agreement and any period during which processing continues in order to return or delete ESR Data in accordance with the Agreement and applicable law.
Type of personal data	ESR Data as described by the data classes set out below.
Categories of data subject	Employees, secondees, workers and agency staff of NHS England. Recruits and potential recruits to NHS England whose data is held in its Trak system. For these purposes NHS England includes the National Health Service Commissioning Board, the National Health Service Trust Development Authority and Monitor.
Plan for return and destruction of data when processing is complete	As set out in the Call-Off Contract.

DATA CLASSES





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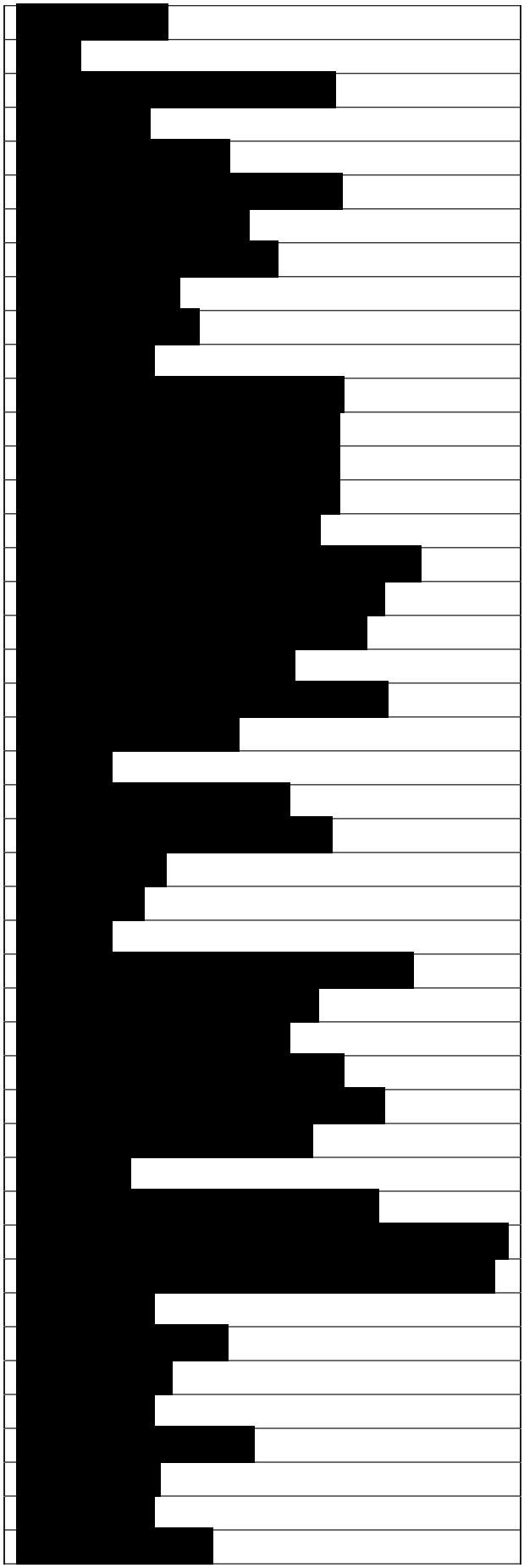

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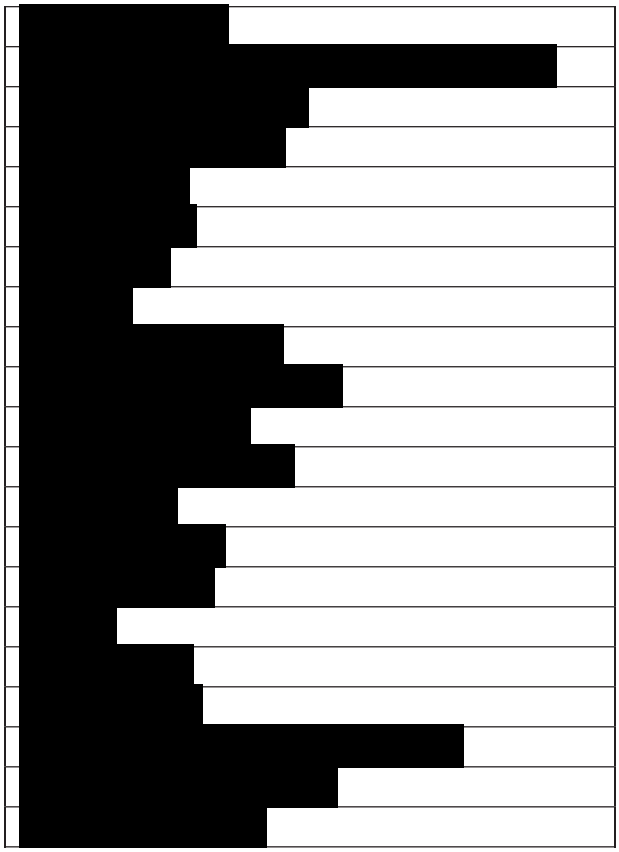

STANDARD EU CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:
National Health Service Commissioning Board and National Health Service Trust Development Authority of Skipton House, 80 London Road, London, SE1 6LH, trading as NHS England and NHS Improvement referred to as the "Buyer" in the Agreement, on behalf of itself and other entities it may receive data from or provide access to Palantir's software and services to.

(each a "**data exporter"**)

And
Name of the data importing organisation:

Palantir Technologies Inc., on behalf of itself and as an agent for and on behalf of all legal entities it directly or indirectly controls located outside of the European Economic Area, and which are from time to time serve as data processors in respect of the personal data processed by or on behalf of the data importer.

Address: 100 Hamilton Ave., Suite 300, Palo Alto, CA 94301

(the "**data importer**")

each a "**party**"; together the "**parties**",

HAVE AGREED on the following Contractual Clauses (the "**Clauses**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) '*the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) '*the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other

body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

  (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

  (ii) any accidental or unauthorised access, and

  (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

   The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

   (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

   (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it

so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the relevant data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to

in paragraph 1 shall be governed by the law of the Member State in which the relevant data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the relevant data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of a data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES [CONFIDENTIAL]

This Appendix forms part of the Clauses and must be completed and signed by the parties.
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is, a public body that is identified in the Agreement.

Data importer
The data importer is a software company (including, where applicable, its subsidiaries and affiliates) which may from time to time process personal data upon the instruction of the data exporter in accordance with the terms of these Clauses and the G-Cloud Framework Agreement and Call-Off Contract entered into by (1) Palantir Technologies UK Limited and (2) National Health Service Commissioning Board and National Health Service Trust Development Authority of Skipton House, 80 London Road, London, SE1 6LH, trading as NHS England and NHS Improvement NHS England and NHS Improvement acting through NHS Arden & GEM CSU (a business unit of National Health Service Commissioning Board of Skipton House, 80 London Road, London, SE1 6LH). (the "**Agreement**").

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):

The data subjects are users of software and services.

Categories of data
The personal data transferred concern the following categories of data (please specify):

- The data to be processed may include, but is not limited to:
  - Email, login and usage information required for the provision of software and services.

Special categories of data (if appropriate)
- The personal data transferred concern the following special categories of data (please specify):

  - The data importer does not access sensitive personal data in the ordinary performance of the services. Notwithstanding the foregoing, the data importer may access sensitive personal data only where such access is lawful and critical in the provision of the services.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Data analytics, problem solving and data hosting and maintenance services, as defined and pursuant to the Agreement and these Clauses .

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES [CONFIDENTIAL]

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

The data importer will maintain appropriate administrative, physical, technical, and organizational measures against unauthorised or unlawful processing of, accidental loss, destruction or damage to, and for protection of the security, confidentiality, and integrity of personal data, including any requirements relating to such measures set out in the Agreement between the parties.

DATA EXPORTER	**DATA IMPORTER**
Name:	Name:……
Authorised Signature:	Authorised Signature:……

Schedule 8 – Supplier Terms

https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/92736/655430229951858-terms-and-conditions-2020-07-17-1710.pdf