

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

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

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

Part A: Order Form	2
Part B: Terms and conditions	15
Schedule 1: Services	36
Schedule 2: Call-Off Contract charges	37
Schedule 3: Collaboration agreement	38
Schedule 4: Alternative clauses	51
Schedule 5: Guarantee	56
Schedule 6: Glossary and interpretations	65
Schedule 7: UK GDPR Information	83
Annex 1: Processing Personal Data	84
Annex 2: Joint Controller Agreement	89

#### Part A: Order Form

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

Platform service ID number	913088611626604

Call-Off Contract reference	Con_23393
Call-Off Contract title	Splunk Cloud Hosting and Support
Call-Off Contract description	Migration from the current SPLUNK on prem solution to the Cloud based solution with ongoing support.
Start date	22 January 2024
Expiry date	21 January 2025
Call-Off Contract value	
	£512,889.37 (Exc VAT)
Charging method	[REDACTED]
Purchase order number	[REDACTED]

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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

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

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

From the Buyer	The Secretary of State for Justice
	102 Petty France
	London
	SW1H 9AH

To the Supplier	Softcat PLC
	Thames Industrial Estate,
	Fieldhouse Lane
	Marlow
	Bucks
	SL7 1LW
	Company number: [REDACTED]

## Together the 'Parties'

#### Principal contact details

#### For the Buyer:

Title: [REDACTED]

Name: [REDACTED]
Email: [REDACTED]

#### For the Supplier:

Title: [REDACTED]

Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

#### Call-Off Contract term

Start date	This Call-Off Contract Starts on <b>22nd January 2024</b> and is valid for <b>12 Months</b> (initial term).
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>[90]</b> Working Days from the date of written notice.

Extension period	
	This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier <b>one month</b> written notice before its expiry.
	[REDACTED]

### Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under:  [REDACTED]
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:  [REDACTED]
Additional Services	N/A
	[REDACTED]
Location	
Quality Standards	[REDACTED]
Technical Standards:	[REDACTED]

Service level agreement:	[REDACTED]
Onboarding	[REDACTED]
Offboarding  Collaboration agreement	[REDACTED]
Limit on Parties'	[REDACTED]
Insurance	<ul> <li>The Supplier insurance(s) required will be:</li> <li>a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract;</li> <li>professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law); and</li> <li>employers' liability insurance with a minimum limit of</li> <li>£5,000,000 or any higher minimum limit required by Law.</li> </ul>
Buyer's responsibilities	[REDACTED]
Buyer's equipment	[REDACTED]

## Supplier's information

Subcontractors or partners	[REDACTED]
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### Call-Off Contract charges and payment

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

	T
Payment method	[REDACTED]
Payment profile	[REDACTED]
Invoice details	[REDACTED]
Who and where to send invoices to	[REDACTED]
Invoice information required	All invoices must include [REDACTED]
Invoice frequency	[REDACTED]
Call-Off Contract value	[REDACTED]
Call-Off Contract charges	[REDACTED]

A dditional	Duyar tarma

#### Additional Buyer terms

Performance of the Service	[REDACTED]
Guarantee	Not required
Warranties, representations	[REDACTED]
Supplemental requirements in addition to the Call-Off terms	[REDACTED]

Alternative clauses	Not applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	[REDACTED]
Personal Data and Data Subjects	[REDACTED]
Intellectual Property	No project specific IPR is intended to be created for this Contract.

- 1. Formation of contract
- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.
- 2. Background to the agreement
- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13 .

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
Signature		
Date	[REDACTED]	[REDACTED]

<sup>2.2</sup> The Buyer provided an Order Form for Services to the Supplier.

## **Customer Benefits**

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

## Part B: Terms and conditions



Schedule 1: Services

#### [REDACTED]

Schedule 2: Call-Off Contract charges

[REDACTED]

## Schedule 3: Collaboration agreement – Not Applicable [REDACTED]

For and on behalf of the Buyer

Signed by: REDACTED

Full name (capitals): REDACTED

Position: [REDACTED]

Date: [REDACTED]

For and on behalf of the [Company name]

Signed by: [REDACTED]

Full name (capitals): [REDACTED]

Position: Date: [REDACTED]

For and on behalf of the [Company name]

Signed by: [REDACTED]

Full name (capitals): [REDACTED]

Position: Date: [REDACTED]

For and on behalf of the [Company name]

Signed by: [REDACTED]

Full name (capitals): [REDACTED]

Position: Date: [REDACTED]

For and on behalf of the [Company name]

Signed by: REDACTED

Full name (capitals): [REDACTED]

Position: Date: [REDACTED]

#### For and on behalf of the [Company name]

Signed by: [REDACTED]

Full name (capitals): [REDACTED]

Position: Date: [REDACTED]

#### For and on behalf of the [Company name]

Signed by: [REDACTED]

Full name (capitals): [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

#### Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract
[REDACTED]	[REDACTED]	[REDACTED]

## Collaboration Agreement Schedule 2

## [REDACTED]

Schedule 4: Alternative clauses

# Schedule 5: Guarantee - Not Applicable [REDACTED]

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

	T
Expression	Meaning
	g
Additional Services	
	Any services ancillary to the G-Cloud Services that are in the scope
	of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to
Admission Agreement	participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Application	(known as the invitation to Apply on the Flationin).
	An anality against any transfer the impagemental forms and Anna and Anna and
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Addit	ciauses.
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
	<ul> <li>processes</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul>
	Greated by the Farty independently of this Call-On Contract, of
	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.
	ay anat. any in any or continuous or cappillor continuous.

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 UK 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 Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	
	<ul> <li>Default is any:</li> <li>breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul>
	Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	
	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most uptodate version must be used. At the time of drafting the tool may be found here:  [REDACTED]
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 RM1557.13 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 Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	
	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
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.

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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  a Dun & Bradstreet rating of 10 or less
	a buil & bladsiteet failing of 10 of less
Intellectual Property Rights or IPR	
	<ul> <li>Intellectual Property Rights are:</li> <li>copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
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 Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	
	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, 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.

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 Schedule 6.  Material Breach  Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.  Ministry of Justice Code  The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.		
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 Schedule 6.  Material Breach  Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.  Ministry of Justice Code  The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.	Malicious Software	
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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.		Breach and any other single serious breach or persistent failure to
Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.	Ministry of Justice Code	
New Fair Deal		Functions of Public Authorities under Part 1 of the Freedom of
New Fair Deal		1
	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.
	- approximation and a second processor.
	The order form set out in Part A of the Call-Off Contract to be used
Order Form	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.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Party	
Party	
Party	

Personal Data Breach	Taken the magning given in the LIK CDDP
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
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
	o under legislation creating offences concerning
	Fraud ○ at common Law concerning Fraud
	<ul> <li>committing or attempting or conspiring to commit</li> <li>Fraud</li> </ul>

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: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance 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.

Polovent nergen	
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.
	Data that is owned or managed by the Buyer and used for the
Service data	GCloud 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 Clause 2 (Services) of the Framework Agreement.
	The description of the Supplier service offering as published on the
Service description	Platform.
Service Personal Data	
	The Personal Data supplied by a Buyer to the Supplier in the course
	of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
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-controlsche
	ck-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.
	The start date of this sail on softwart as set out in the start 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 GCloud 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.
	performance of its obligations under this Call-Off Contract.
Supplier Terms	
	The relevant G-Cloud Service terms and conditions as set out in the
	Terms and Conditions document supplied as part of the Supplier's
	Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Term	The term of this Call-On Contract as Set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
	, ,
	Any day other than a Saturday, Sunday or public holiday in England
Working Days	and Wales.
Voor	A contract year
Year	A contract year.

Schedule 7: UK GDPR Information

## Annex 1: Processing Personal Data – Not Applicable