



Department
for Education

DEPARTMENT FOR EDUCATION

and

MICROSOFT Ltd

RM 1557vi

GCloud Services 6 Framework Agreement

FINAL VERSION

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Call-Off Terms

Date	3 rd September 2015	Order Reference	ICT 2015/042
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GUIDANCE

This Order Form and Call-Off contract is valid for G-Cloud Services to be under the RM 1557 vi, G-CLOUD SERVICES VI Framework Agreement signed in force between Microsoft and the Crown Commercial Services. This Order Form and Call-Off contract will apply to G-Cloud Services ordered between the DEPARTMENT FOR EDUCATION and MICROSOFT Ltd.

All G-Cloud Services ordered under the G-Cloud VI Framework, including additional G-Cloud Services added later, require an individual G-Cloud VI Order Form and Call-Off contract and a Work Order to be signed. Always check the pre-filled parts of this Order Form and Call-Off contract, complete the Customer Sections below, complete the relevant Sections, and insure Customer signs on the last page.

OVERRIDING PROVISIONS

1. This Order Form and Call-Off contract is subject to the provisions of the Framework Agreement entered into between the Authority and Microsoft Limited (Microsoft).
2. Microsoft agrees to supply the G-Cloud Services in accordance with its own terms and conditions (MBSA referenced 71V00397 with DCSF dated 2008 which is hereby deemed to be incorporated into any Order Form Call-Off contract entered into under the Framework Agreement BUT SUBJECT in any event to the G-Cloud Services Call-Off Terms.
3. The MBSA, and G-Cloud Services Call-Off Terms are available on the Microsoft page of the government store website (<http://govstore.service.gov.uk/cloudstore/supplier/info/microsoft-limited/>).
4. In the event of any conflict between Microsoft's terms and conditions and the other provisions of the G-Cloud Services Call-Off Terms, Microsoft acknowledges and accepts that the other provisions of the Framework Agreement shall prevail.

FROM:

Customer	The Secretary of State for Education "Customer"
Customer's Address	Sanctuary Buildings, Great Smith Street, London SW1P 3BT
Invoice Address	SSCL Accounts Payable Team Room 6124, Tomlinson House Norcross Blackpool FY5 3TA
Principal Contact	Name: Angela Vaughan Address: 2 St Paul's Place, 125 Norfolk Street, Sheffield, S1 2FJ

	Phone:0114 274 2171 e-mail: Angela.Vaughan@education.gsi.gov.uk
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TO:

Supplier	Microsoft Ltd "Supplier"
Supplier's Address	Microsoft Campus, Reading, RG6 1WG
Account Manager	Name: Darren Light Address: Microsoft Campus, Thames Valley Park, Reading RG6 1WG Phone: 07581 178537 or 0118 909 3603 e-mail: dalight@microsoft.com

1. TERM
<p>1.1 Commencement Date</p> <p>This Call-Off Agreement commences on: 03/9/2015</p> <p>1.2 Expiry Date</p> <p>This Call-Off Agreement shall expire on:</p> <p>1.2.1 3/9/2017</p> <p>1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.</p> <p>1.3 Services Requirements</p> <p>1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement. Any variation to this Call-Off will be agreed by amendment.</p> <p>1.3.2 G-Cloud Services</p> <p>1.3.2.1 Lot1 IaaS N/A;</p> <p>1.3.2.2 Lot 2 PaaS N/A;</p> <p>1.3.2.3 Lot 3 SaaS N/A; and / or</p> <p>1.3.2.4 Lot 4 Specialist G-Cloud Services Service ID 5543 3686 4593 5104 for: Microsoft Office 365 Assessment, Migration and Deployment Services</p> <p>The Supplier will provide a range of services in line with the services listed in the above service ID. These will be strategically aligned to the Customer and specific to the Customer, including but not limited to the migration and deployment to Exchange online, SharePoint online, Office Pro Plus, OneDrive for business, Skype for business, and Windows Azure Active directory. This list is not exhaustive and shall include further Microsoft technical</p>

services (whether existing now or in the future) as requested by the Customer upon submission of scheduled or Ad-hoc work orders.

The services will provide assistance with all planning, design, preparation and remediation activities required to transition any existing DfE technical services into an appropriate Microsoft-supported and or approved technical service, hosted within a DfE owned location, DfE contractually hosted datacentre , Microsoft Office 365 or Microsoft Azure.

In addition to the services listed above, deliverables will include providing written reports, plans, option papers, technical evaluations, or other comparable outputs as agreed between the parties, as part of each engagement.

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

Our resources and our subcontractors' resources may perform services from either: (i) Customer's premises; or (ii) Microsoft's Customer-approved facility in Reading ("List X") only, with the exception of administrative tasks that do not require access to any customer data, including script writing, project scheduling, planning and project status calls, which may be delivered remotely within the European Economic Area.

The Supplier is expected to be on the site agreed with the Customer as and when required. DfE Office locations are based at London, Coventry, Sheffield, Manchester, Darlington and Nottingham.

Choice of premises shall be determined by the Customer, in consultation with the Supplier and may take into account the Customer's intention to keep overall cost of Travel and Subsistence for all parties to a practical minimum.

3. STANDARDS

3.1 Quality Standards

Quality Standards are available on the Microsoft page of the government store website (<http://govstore.service.gov.uk/cloudstore/supplier/info/microsoft-limited/>).

3.2 Technical Standards

Technical Standards are available on the Microsoft page of the government store website (<http://govstore.service.gov.uk/cloudstore/supplier/info/microsoft-limited/>).

Microsoft will update the Service Descriptions from time to time to reflect then current service capabilities.

3.3 Standards for Consultancy Day Rate cards

- Consultant's Working Day – 8 hours exclusive of travel and lunch.
- Working Week – Monday to Friday excluding national holidays
- Office Hours - 09:00 – 17:00 Monday to Friday
- Professional Indemnity Insurance – included in day rate.

3.4 Personnel Security Standards

If applicable, the relevant personnel clearance and security standards have been agreed between the parties, the supplier will include in each work package raised under this Order Form a statement defining the personnel clearance and security standards required for the project

4. ONBOARDING

4.1 On-boarding

DfE shall raise work packages within the scope of the Service covered by the contract and these will be agreed as and when required during the contract period. The DfE reserves the right to award a contract for a shorter duration and/or complete further work packages under GCloud or under any other appropriate framework.

All new requests for work within scope of the contract shall be initiated by an authorised employee of the Customer by means of a "Request for Quote" (RFQ) and emailed to the Suppliers nominated representative. Activities, outcomes and delivery milestones will be agreed as part of the Request for Work process. The payment profile for each work package will be linked to milestones/outputs and agreed between DfE and Microsoft before project initiation.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

The Customer's responsibilities will be specific to each work package and will be agreed within the RFQ.

The Customer is responsible for reviewing resource activities and deliverables and accepting timesheets/invoices for work against tasks and deliverables.

Customer will work with the Supplier in order that any required resources, documentation and access to relevant sites will be made available to support the achievement of activities and production of deliverables.

5.2 Customer's equipment

There is no expectation that DfE equipment will be supplied as part of this service requirement.

6. PAYMENT

6.1 Payment profile and method of payment

The Customer will pay the Supplier via BACS either i) monthly in arrears, ii) on the successful completion of a work package and/or iii) in staged payments. This will be as agreed on the Request for Quote.

The payment profile for work package 1 is as follows:

Service Element	ROM Price (excluding VAT)
Managed Deployment	£288,999
SharePoint Content Assessment	£123,970

Travel and Subsistence

The Supplier will work with the DfE to minimise the impact on the public purse of T&S associated with the operation of this contract.

Unless otherwise provided for under the Supplier's G-Cloud vi framework offering, where expenditure on T&S is identified as being necessary for the effective operation of the contract, T&S will be paid at the level commensurate with the Departmental rate in place at the time the expenditure is incurred.

Departmental rates in place as at August 2015 are listed below. Please note these rates are subject to change and any changes will be notified to Suppliers and will apply from the date the new rate applies rather than the date of notification:

- Hotel accommodation bed and breakfast – London up to £110.00 including VAT and elsewhere up to £75.00 including VAT
- Rail travel shall be restricted to standard class
- Car mileage at the 'Public Transport Rate' of 0.25p per mile
- Taxis are only payable in exceptional circumstances and where their use can be justified against using public transport

No other out of pocket expenses shall be allowable

Additional work rate card

Any additional work will be charged in line with the Service ID rate card (attached at Annex B – full Service ID documents) and discount applied as appropriate i.e.:

£0 to 250K = no discount

£250K to £750K = 5% discount

Greater than £750K = 10% discount

6.2 Invoice format

The Supplier will issue a paper invoice either i) monthly in arrears, ii) on the successful completion of a work package and/or iii) in staged payments, as agreed. A copy invoice shall also simultaneously be emailed to the DfE Customer.

The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

A valid invoice will be one that:

- Has been delivered in timing in accordance of the contract
- Is the correct sum
- Is correct in terms of services/goods supplied
- Has a unique invoice number
- Quotes a valid purchase order number
- Includes correct Supplier details, date and contact details
- Has been delivered to the nominated address

Invoicing will be in UK sterling.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

1st Level – Angela Vaughan (Supplier/Contract Manager)

2nd level - Helen Walker (Deputy director IT Group).

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed the amount Customer was required to pay for the G-Cloud Services giving rise to the liability during the prior 12 months.

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed fifty percent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed one hundred and twenty five per cent (125%) per cent of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period

9. INSURANCE

9.1 Minimum Insurance Period

One (1) Year following the expiration or earlier termination of this Call-Off Agreement

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- professional indemnity insurance is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION

10.1 Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

12.1 The Implementation Plan for work package 1 as at the Commencement Date is set out below:

Milestone	Deliverable	Estimated Duration	Estimated Milestone Date	Customer Responsibilities
01	Assessments	2 months	21 st October 2015	Workshops and service enablement plan for online service integration planning and remediation checklist
02	Remediation plans and assistance	Office 365 – 2 months SharePoint – 3-6 months	Office 365 – 30 th October 2015 SharePoint – 31 st January 2016 to 30 th April 2016	Project management, guidance and advice on DfE infrastructure, client readiness, directory preparation & messaging optimisation Adoption services
03	Enable and implementation	Office 365 – 6 weeks SharePoint – 2-4 months	Office 365 – 13 th December 2015 SharePoint – 25 th March 2016 to 31 st May 2016	Identity integration, Messaging Enablement, Configuration, Office Pro Plus Enablement, Messaging Hybrid Configuration, SharePoint Enablement Adoption services
04	Completion of Migration	Office 365 – 3 months SharePoint – 6-8 months	Office 365 – 29 th March 2016 SharePoint -30 th September 2016 to 30 th November 2016	Pilot, Alpha, Beta for all Microsoft productivity suite. Adoption services

As milestones are dependent on the previous milestone, date may move if keep tasks require more time achieve the outcomes within the remediation stages. As the project matures, milestone will become defined and in agreement with Microsoft.

The provisions in section 14 shall apply in relation to the ownership, rights use and restrictions in relation to IP for all services under this Call Off Contract

12.1.1 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's

written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the G-Cloud Services.

12.1.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

12.1.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.1.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).]

12.2 Service Levels

If applicable, to be developed and included in the work packages

13. [COLLABORATION AGREEMENT]

In accordance with Clause CO-20 of this Call-off Agreement, the Customer does not require the Supplier to enter into a Collaboration Agreement.

14. Additional Clauses

The following shall apply in relation to the ownership, rights use and restrictions in relation to IP for all services under this Call Off Contract

Products.

"Product" means all products identified on the Product List (published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts> or at a successor site that Microsoft identifies), such as all software, Online Services or other web-based services, including pre-release or beta versions.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with products.

Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this agreement. "Services" does not include Online Services) to address a specific issue.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply, and if no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fixes solely for its internal use. Customer may not modify, change the file name of, or combine any Fixes with any non-Microsoft computer code.

Pre-existing Work.

"Pre-existing Work" means any computer code or non-code-based written materials developed or otherwise obtained by or for the parties or their Affiliates independent of this agreement.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. During the performance of Services, each party grants to the other party (and Microsoft's Contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other party, solely as needed to perform its obligations in connection with the Services.

Upon payment in full Microsoft grants Customer a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) any Microsoft Pre-existing Work provided as part of a Services Deliverable, solely in the form delivered to Customer, and solely for Customer's internal business purposes. "Services Deliverables" means any

computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Services.

The license to Microsoft's Pre-existing Work is conditioned upon Customer's compliance with the terms of this agreement.

Developments.

"Developments" means any computer code or non-code written materials (other than Products, Fixes, Sample Code, or Pre-existing Work) developed by Microsoft or in collaboration with Customer which is provided to Customer in the course of performance of this agreement.

Upon payment in full, Microsoft grants Customer Joint Ownership of Developments. "Joint Ownership" means that each party has the right to independently exercise any and all rights of ownership now known or hereinafter created or recognized, including without limitation the rights to use, reproduce, modify and distribute the Developments for any purpose, without the need for further authorization to exercise any such rights or any obligation of accounting or payment of royalties.

Notwithstanding the prior paragraph, if the laws of Austria, Czech Republic, France, Germany, Hungary, India, Poland, Switzerland, or Ukraine apply to Services per the terms of this agreement or the determination of a court then:

- a. All rights in Developments are owned by Microsoft, subject to the terms of this paragraph.
- b. Upon payment in full Microsoft grants to Customer a non-exclusive license to Developments.
- c. Customer and Microsoft may use, reproduce, and modify the Developments in all ways of use (and all future ways of use) without any accounting or payment of royalties.

Each party shall be the sole owner of any modifications that it makes based upon Developments. Customer may exercise its rights in Developments solely for its internal business operations and may not otherwise distribute them.

Affiliates' rights.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this agreement.

Non-Microsoft software and technology.

Customer is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products, Fixes, or Services Deliverables. Microsoft is not a party to and is not bound by any terms governing Customer's use of non-Microsoft software or technology.

If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it directs and controls the installation in and use of such software or technology in the Products, Fixes, and Services Deliverables through its actions. Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Customer.

If Customer installs or uses any non-Microsoft software or technology with the Products, Fixes, or Services Deliverables, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.

Sample Code.

"Sample Code" means any software code provided by us for the purposes of illustration.

We grant you a nonexclusive, perpetual, royalty-free right to use, modify and to reproduce and distribute the Sample Code internally, only for your internal business purposes and not to any unaffiliated third party.

Restrictions on use.

Customer must not:

- reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, except to the extent applicable law permits it despite this limitation; or
- distribute, sublicense, rent, lease, lend, or host any Product, Fix, or Services Deliverable except as permitted in a written agreement.

Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form (including all schedules) and by signing below agree to be bound by the terms of this Call-Off Agreement.

This Order Form and Call-Off contract is delivered under and in accordance with the terms of the RM 1557 vi, G-CLOUD SERVICES VI Framework Agreement signed in force between Microsoft and the Crown Commercial Service, which is incorporated herein by reference.

For and on behalf of the Supplier:

Name and Title	Andrew Gooding
Position	Engagement Manager
Signature	<small>DocuSigned by:</small> <i>Andrew Gooding</i>
Date	<small>F759B17C8E814EB</small> 03-09-15

For and on behalf of the Customer:

Name and Title	HELEN WALKER, DEPUTY DIRECTOR IT
Position	
Signature	H Walker
Date	3/9/15

G-CLOUD SERVICES CALL-OFF TERMS

The Department for Education

- and -

Microsoft Ltd

relating to

the provision of G-Cloud Services.

Schedule 1: Call-Off Agreement Terms and Conditions

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the 25th August 2015

BETWEEN

- (1) The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT (the "Customer"); and
- (2) Microsoft Ltd, a company registered in United Kingdom under company number 01624297 and whose registered office is at Microsoft Campus, Thames Valley Park, Reading, RG6 1WG (the "Supplier").

IT IS AGREED AS FOLLOWS:

CO-1 OVERRIDING PROVISIONS

- CO-1.1 The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier's Terms as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.
- CO-1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- CO-1.2.1 the Framework Agreement (excluding Framework Schedule 2);
 - CO-1.2.2 the Clauses of this Call-Off Agreement (excluding Supplier Terms);
 - CO-1.2.3 the completed Order Form;
 - CO-1.2.4 the Collaboration Agreement (Framework Schedule 7);
 - CO-1.2.5 the Supplier's Terms as set out in the Framework Schedule 1 (G-Cloud Services); and
 - CO-1.2.6 any other document referred to in the Clauses of this Call-Off Agreement.
- CO-1.3 The Supplier acknowledges and accepts that the order of prevailing provisions in this Call-Off Agreement is as set out in Clause CO-1.2 above.

CO-2 PREVENTION OF BRIBERY AND CORRUPTION

- CO-2.1 If the Supplier breaches
- CO-2.1.1 Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,
 - CO-2.1.2 the Bribery Act 2010 in relation to the Framework Agreement
- the Customer may terminate this Call-Off Agreement.
- CO-2.2 The Parties agree that the Management Charge payable in accordance with Clause FW-9 does not constitute an offence under section 1 of the Bribery Act 2010.

CO-3 PROTECTION OF INFORMATION

- CO-3.1 The provisions of this Clause CO-3, shall apply during the Call-Off Agreement Period and for such time as the Supplier holds the Customer Personal Data.

- CO-3.2 The Supplier shall and shall procure that Supplier's Staff comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with the Call-Off Agreement.
- CO-3.3 To the extent that the Supplier is Processing the Order Personal Data the Supplier shall:
- CO-3.3.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Order Personal Data (and to guard against unauthorised or unlawful Processing of the Order Personal Data and against accidental loss or destruction of, or damage to, the Order Personal Data; and
 - CO-3.3.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
 - CO-3.3.3 promptly notify the Customer of any breach of the security measures to be put in place pursuant to this Clause; and
 - CO-3.3.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under the DPA.
- CO-3.4 To the extent that the Supplier Processes Service Personal Data the Supplier shall:
- CO-3.4.1 Process Service Personal Data only in accordance with written instructions from the Customer as set out in this Call-Off Agreement;
 - CO-3.4.2 Process the Service Personal Data only to the extent, and in such manner, as is necessary for the provision of the G-Cloud Services or as is required by Law or any Regulatory Body;
 - CO-3.4.3 implement appropriate technical and organisational measures to protect Service Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Service Personal Data and having regard to the nature of the Service Personal Data which is to be protected;
 - CO-3.4.4 take reasonable steps to ensure the reliability of any Supplier Staff who have access to Service Personal Data;
 - CO-3.4.5 ensure that all Supplier Staff required to access Service Personal Data are informed of the confidential nature of the Service Personal Data and comply with the obligations set out in this Clause;
 - CO-3.4.6 ensure that none of the Supplier Staff publish, disclose or divulge Customer's Personal Data to any third party unless necessary for the provision of the G-Cloud Services under the Call-Off Agreement and/or directed in writing to do so by the Customer;
 - CO-3.4.7 notify the Customer within five (5) Working Days if it receives:
 - CO-3.4.7.1 a request from a Data Subject to have access to Service Personal Data relating to that person; or
 - CO-3.4.7.2 a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
 - CO-3.4.8 provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to Service Personal Data, including by:
 - CO-3.4.8.1 providing the Customer with full details of the complaint or request;

CO-3.4.8.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;

CO-3.4.8.3 providing the Customer with any Service Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and

CO-3.4.8.4 providing the Customer with any information requested by the Data Subject.

CO-3.5 The Supplier shall:

CO-3.5.1 permit the Customer or the Customer's Representative (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) or provide to the Customer an independent third party inspection and audit certificate in lieu of the same and shall comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement; and/or

CO-3.5.2 subject to Clause CO-3.6 agree to an appointment of an independent auditor selected by the Supplier to undertake the activities in Clause CO-3.5.1 provided such selection is acceptable to the Customer or Customer Representative (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).

CO-3.6 The Supplier Shall:

CO-3.6.1 obtain prior written consent from the Customer in order to transfer Customer Personal Data to any other person (including for the avoidance of doubt any Sub-Contractors) for the provision of the G-Cloud Services;

CO-3.6.2 not cause or permit to be Processed, stored, accessed or otherwise transferred outside the EEA any Customer Personal Data supplied to it by the Customer without the prior written consent of the Customer. Where the Customer consents to such Processing, storing, accessing or transfer outside the European Economic Area the Supplier shall:

CO-3.6.2.1 comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is so processed, stored, accessed or transferred;

CO-3.6.2.2 comply with any reasonable instructions notified to it by the Customer and either:

CO-3.6.2.3 incorporate standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) or warrant that the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.

CO-3.7 The Supplier shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.

CO-3.8 The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Customer Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

CO-4 CONFIDENTIALITY

- CO-4.1** Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Call-Off Agreement, each Party shall:
- CO-4.1.1** treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
 - CO-4.1.2** not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Call-Off Agreement.
- CO-4.2** The Supplier may only disclose the Customer's Confidential Information to the Supplier Staff who are directly involved in the provision of the G-Cloud Services and who need to know the information, and shall ensure that such Supplier Staff are aware of and shall comply with these obligations as to confidentiality.
- CO-4.3** The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Call-Off Agreement.
- CO-4.4** The provisions of Clauses CO-4.1 shall not apply to the extent that:
- CO-4.4.1** such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under Clause CO-7 (Transparency) and the FOIA, the Ministry of Justice Code or the Environmental Information Regulations pursuant to Clause CO-6 (Freedom of Information);
 - CO-4.4.2** such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - CO-4.4.3** such information was obtained from a third party without obligation of confidentiality;
 - CO-4.4.4** such information was already in the public domain at the time of disclosure otherwise than by a breach of this Call-Off Agreement; or
 - CO-4.4.5** it is independently developed without access to the other Party's Confidential Information.
- CO-4.5** Nothing in this Call-Off Agreement shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained under Clause FW-8 (Provision of Management Information) of the Framework Agreement):
- CO-4.5.1** for the purpose of the examination and certification of the Customer's accounts;
 - CO-4.5.2** for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - CO-4.5.3** to any Crown body or any Other Contracting Body. All Crown bodies or Contracting Bodies receiving such Supplier's Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body; or
 - CO-4.5.4** to any consultant, contractor or other person engaged by the Customer (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting a Cabinet Office or ERG Gateway review or any additional assurance programme.
- CO-4.6** In the event that the Supplier fails to comply with Clauses CO-4.1 to Clause CO-4.4, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by notice in writing.

- CO-4.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Call-Off Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
- CO-4.8 The Supplier will immediately notify the Customer of any breach of security in relation to Customer Confidential Information obtained in the performance of this Call-Off Agreement and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Customer Confidential Information however it may be recorded. This obligation is in addition to the Supplier's obligations under Clauses CO-4.1 to Clause CO-4.4. The Supplier will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Confidential Information.
- CO-4.9 Subject always to Clause CO-11.4 the Supplier shall, at all times during and after the Call-Off Agreement Period, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against the Customer arising from any breach of the Supplier's obligations under the DPA or this Clause CO-4 (Confidentiality) except and to the extent that such liabilities have resulted directly from the Customer's instructions.

CO-5 CUSTOMER DATA

- CO-5.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- CO-5.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly approved by the Customer.
- CO-5.3 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Supplier security policy.

STATUTORY OBLIGATIONS AND REGULATIONS

CO-6 FREEDOM OF INFORMATION

- CO-6.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- CO-6.2 The Supplier shall:
 - CO-6.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - CO-6.2.2 provide the Customer with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - CO-6.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- CO-6.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information (including Supplier's Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- CO-6.4 In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.

CO-6.5 The Supplier acknowledges that the Customer may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Supplier or the G-Cloud Services:

CO-6.5.1 in certain circumstances without consulting the Supplier; or

CO-6.5.2 following consultation with the Supplier and having taken its views into account;

provided always that where Clause CO-6.5.1 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

CO-6.5.3 The Supplier acknowledges that the description of information as Commercially Sensitive Information in Framework Schedule 6 (Interpretations and Definitions) is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with this Clause CO-6.

CO-7 TRANSPARENCY

CO-7.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Call-Off Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

CO-7.2 Notwithstanding any other term of this Call-Off Agreement, the Supplier hereby gives its consent for the Customer to publish this Call-Off Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Call-Off Agreement, to the general public.

CO-7.3 The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.

CO-7.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call-Off Agreement.

CO-8 OFFICIAL SECRETS ACTS

CO-8.1 The Supplier shall comply with and shall ensure that the Supplier Staff comply with, the provisions of:

CO-8.1.1 the Official Secrets Act 1911 to 1989; and

CO-8.1.2 Section 182 of the Finance Act 1989.

CO-8.2 In the event that the Supplier or the Supplier Staff fails to comply with this Clause, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by giving notice in writing to the Supplier.

CO-9 TERM AND TERMINATION

CO-9.1 This Call-Off Agreement shall take effect on the Effective Date and shall expire on:

CO-9.1.1 the date specified in paragraph 1.2 of the Order Form; or

CO-9.1.2 twenty four (24) Months after the Effective Date, whichever is the earlier, unless terminated earlier pursuant to this Clause CO-9.

CO-9.2 Termination without Cause

CO-9.2.1 The Customer shall have the right to terminate this Call-Off Agreement at any time by giving the length of written notice to the Supplier as set out in paragraph 10.2 of the Order Form.

CO-9.3 Termination on Change of Control

CO-9.3.1 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("Change of Control") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Call-Off Agreement by notice in writing with immediate effect within six (6) Months of:

CO-9.3.1.1 being notified in writing that a Change of Control has occurred or is planned or in contemplation; or

CO-9.3.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where a written approval was granted prior to the Change of Control.

CO-9.3.2 For the purposes of Clause CO-9.3.1, any transfer of shares or of any interest in shares by its affiliate company where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

CO-9.4 Termination by Supplier

CO-9.4.1 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay and allow the Customer five (5) calendar days to settle undisputed invoice. If the Customer fails to pay such undisputed sums within allotted additional 5 calendar days, the Supplier may terminate this Call-Off Agreement subject to giving the length of notice as specified in paragraph 10.1 of the Order Form.

CO-9.5 Termination on Insolvency

CO-9.5.1 The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing where the Supplier:

CO-9.5.1.1 being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, and:

CO-9.5.1.2 shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or any similar event occurs under the law of any other jurisdiction; or

CO-9.5.1.3 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days; or

CO-9.5.1.4 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or

CO-9.5.1.5 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

CO-9.5.2 being a company, passes a resolution, or the Court makes an order that the Supplier or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or its Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Supplier or its Parent Company), or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Supplier or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section 123(1)(a) and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.

CO-9.6 Termination on Material Breach

CO-9.6.1 The Customer may terminate this Call-Off Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a Material Breach of any obligation under this Call-Off Agreement and if:

CO-9.6.1.1 the Supplier has not remedied the Material Breach within thirty (30) Working Days (or such other longer period as may be specified by the Customer) of written notice to the Supplier specifying the Material Breach and requiring its remedy; or

CO-9.6.1.2 the Material Breach is not, in the opinion of the Customer capable of remedy.

CO-9.7 Termination for repeated Default

CO-9.7.1 If there are two or more Defaults (of a similar nature) that will be deemed a breach for Material Breach. Where the Customer considers that the Supplier has committed a repeated Default in relation to this Call-Off Agreement or any part thereof (including any part of the G-Cloud Services) and believes that the Default is remediable, then the Customer shall be entitled to serve a notice on the Supplier:

CO-9.7.1.1 specifying that it is a formal warning notice;

CO-9.7.1.2 giving reasonable details of the breach; and

CO-9.7.1.3 stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Call-Off Agreement or that part of the G-Cloud Services affected by such breach.

CO-9.7.2 If, thirty (30) Working Days after service of a formal warning notice as described in Clause CO-9.7, the Supplier has failed to demonstrate to the satisfaction of the Customer that the breach specified has not continued or recurred and that the Supplier has put in place measures to ensure that such breach does not recur, then the Customer may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause CO-9.6.1.2.

CO-9.8 The termination (howsoever arising) or expiry of this Call-Off Agreement pursuant to this Clause 9 shall be without prejudice to any rights of either the Customer or the Supplier that shall have accrued before the date of such termination or expiry.

CO-9.9 Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination (howsoever arising) or expiry of this Call-Off Agreement.

CO-10 CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY

- CO-10.1 Where a Customer has the right to terminate a Call-Off Agreement, it may elect to suspend this Call-Off Agreement and its performance.
- CO-10.2 Notwithstanding the service of a notice to terminate this Call-Off Agreement or any part thereof, the Supplier shall continue to provide the Ordered G-Cloud Services until the date of expiry or termination (howsoever arising) of this Call-Off Agreement (or any part thereof) or such other date as required under this Clause CO-10.
- CO-10.3 Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Call-Off Agreement, the Supplier shall return (or make available) to the Customer:
- CO-10.3.1 any data (including (if any) Customer Data), Customer Personal Data and Customer Confidential Information in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Customer (in which event the Customer will reimburse the Supplier's pre-agreed and reasonable data conversion expenses), together with all training manuals, access keys and other related documentation, and any other information and all copies thereof owned by the Customer, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Schedule FW-5, or such period as is necessary for such compliance (after which time the data must be deleted); and
- CO-10.3.2 any sums prepaid in respect of Ordered G-Cloud Services not provided by the date of expiry or termination (howsoever arising) of this Call-Off Agreement.
- CO-10.4 The Customer and the Supplier shall comply with the exit and service transfer arrangements as per the Supplier's terms and conditions identified in Framework Schedule 1 (G-Cloud Services).
- CO-10.5 Subject to Clause CO-11 (Liability), where the Customer terminates this Call-Off Agreement under Clause CO-9.2 (Termination without Cause), the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call-Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause CO-9.2 (Termination without Cause).

CO-11 LIABILITY

- CO-11.1 Nothing in this Clause CO-11 shall affect a Party's general duty to mitigate its loss.
- CO-11.2 Nothing in this Call-Off Agreement shall be construed to limit or exclude either Party's liability for:
- CO-11.2.1 death or personal injury caused by its negligence or that of its staff;
- CO-11.2.2 bribery, Fraud or fraudulent misrepresentation by it or that of its staff;
- CO-11.2.3 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- CO-11.2.4 any other matter which, by Law, may not be excluded or limited.
- CO-11.3 Nothing in this Call-Off Agreement shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Call-Off Agreement or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

CO-11.4 Subject always to Clause CO-11.2, the aggregate liability of either Party under or in connection with each Year of this Call-Off Agreement (whether expressed as an indemnity or otherwise):

CO-11.4.1 for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to the Customer Personal Data or Customer Data) of the other Party, shall be subject to the financial limits set out in paragraph 8.1 of the Order Form;

CO-11.4.2 and in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall not exceed a sum equivalent to the financial limit set out in paragraph 8.3 of the Order Form .

CO-11.5 Subject always to Clause CO-11.4 the Customer shall have the right to recover as a direct loss:

CO-11.5.1 any additional operational and/or administrative expenses arising from the Supplier's Default;

CO-11.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and

CO-11.5.3 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.

CO-11.6 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Call-Off Agreement.

CO-11.7 Subject to Clauses CO-11.2 and Clause CO-11.5, in no event shall either Party be liable to the other for any:

CO-11.7.1 loss of profits;

CO-11.7.2 loss of business;

CO-11.7.3 loss of revenue;

CO-11.7.4 loss of or damage to goodwill;

CO-11.7.5 loss of savings (whether anticipated or otherwise); and/or

CO-11.7.6 any indirect, special or consequential loss or damage.

CO-11.8 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall be subject to the financial limits set out in paragraph 8.2 of the Order Form.

CO-12 INSURANCE

CO-12.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Call-Off Agreement, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in the relevant paragraph of the Order Form). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the

Supplier. Such insurance shall be maintained for the Call-Off Agreement Period and for the minimum insurance period as set out in paragraph 9 of the Order Form.

CO-12.2 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Call-Off Agreement.

CO-13 PAYMENT, VAT AND CALL-OFF AGREEMENT CHARGES

CO-13.1 In consideration of the Supplier's performance of its obligations under this Call-Off Agreement, the Customer shall pay the Charges in accordance with the Clause CO-13.2 to CO-13.8.

CO-13.2 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraph 6 of the Order Form.

CO-13.3 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

CO-13.4 Where the Supplier enters into a Sub-Contract it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.

CO-13.5 The Supplier shall add VAT to the Charges at the prevailing rate as applicable.

CO-13.6 The Supplier shall fully indemnify the Customer on demand and keep the Customer fully indemnified on a continuing basis against any liability, including without limitation against any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call-Off Agreement. Any amounts due under this Clause CO-13 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

CO-13.7 The Supplier shall not suspend the supply of the G-Cloud Services unless the Supplier is entitled to terminate this Call-Off Agreement under Clause CO-9.4 for Customer's failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

CO-13.8 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause CO-13 of this Call-Off Agreement and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Customer's proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.

CO-14 GUARANTEE

CO-14.1 Where the Customer has specified in the Order Form that this Call-Off Agreement shall be conditional upon receipt of a Guarantee from the guarantor, the Supplier shall deliver to the Customer an executed Guarantee from the guarantor, on or prior to the Commencement Date; and deliver to the Customer a certified copy of the passed resolution and/or board minutes of the guarantor approving the execution of the Guarantee.

CO-15 FORCE MAJEURE

CO-15.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Agreement to the extent that such delay or failure is a result of Force Majeure.

CO-15.2 Notwithstanding Clause CO-15.1, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Call-Off Agreement for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing to the other Party.

CO-16 TRANSFER AND SUB-CONTRACTING

CO-16.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of this Call-Off Agreement or any part of it without the Customer's prior written approval which shall not be unreasonably withheld or delayed. Sub-Contracting any part of this Call-Off Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Call-Off Agreement.

CO-16.2 The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.

CO-16.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Agreement or any part thereof to:

CO-16.3.1 any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or

CO-16.3.2 any private sector body which substantially performs the functions of the Customer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Call-Off Agreement.

CO-17 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

CO-17.1 A person who is not party to this Call-Off Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Call-Off Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

CO-18 LAW & JURISDICTION

CO-18.1 This Call-Off Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and without prejudice to the dispute resolution procedures set out in Clause FW-14 or CO-22 (Dispute Resolution) each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

CO-19 ADDITIONAL G-CLOUD SERVICES

CO-19.1 The Customer may require the Supplier to provide the Additional G-Cloud Services. The Supplier acknowledges that the Customer is not obliged to take any Additional G-Cloud Services from the Supplier and that there is nothing preventing the Customer from receiving services that are the same as or similar to the Additional G-Cloud Services from any third party.

CO-19.2 The Supplier shall provide Additional G-Cloud Services in accordance with any relevant Implementation Plan(s) and the Supplier shall monitor the performance of such Additional G-Cloud Services against the Implementation Plan(s).

CO-20 COLLABORATION AGREEMENT

CO-20.1 Where the Customer has specified in paragraph 13 of the Order Form that the Customer requires the Supplier to enter into a Collaboration Agreement, - [the Supplier shall deliver to the Customer an executed Collaboration Agreement][a Collaboration Agreement should be executed between the Parties, on or prior to the Commencement Date].

CO-20.2 In addition to its obligations under any Collaboration Agreement, the Supplier shall:

CO-20.2.1 work pro-actively with each of the Customer's contractors in a spirit of trust and mutual confidence;

CO-20.2.2 in addition to its obligations under the Collaboration Agreement the Supplier shall cooperate with the Customer's contractors of other services to enable the efficient operation of the ICT services; and

CO-20.2.3 assist in sharing information with the Customer's contractors for the purposes of facilitating adequate provision of the G-Cloud Services and/or Additional G-Cloud Services.]

CO-21 VARIATION PROCEDURE

CO-21.1 The Customer may request in writing a variation to this Call-Off Agreement provided that such variation does not amount to a material change of the Framework Agreement and/or this Call-Off Agreement and is within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".

CO-21.2 The Supplier shall notify the Customer immediately in writing of any changes proposed or in contemplation in relation to G-Cloud Services or their delivery by submitting Variation request. For the avoidance of doubt such changes would include any changes within the Supplier's supply chain.

CO-21.3 In the event that:

- (a) Either Party is unable to agree (agreement shall not be unreasonably withheld or delayed) to or provide the Variation;
- (b) the Customer may:
 - (i) agree to continue to perform its obligations under this Call-Off Agreement without the Variation; or
 - (ii) terminate this Call-Off Agreement by giving thirty (30) written days notice to the Supplier.

CO-22 DISPUTE RESOLUTION

CO-22.1 The Customer and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Call-Off Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Customer Representative and the Supplier Representative.

CO-22.2 If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation unless the Customer considers that the dispute is not suitable for resolution by mediation.

CO-22.3 If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.

CO-22.4 The obligations of the Parties under this Call-Off Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause and the Supplier and Supplier's Staff shall continue to comply fully with the requirements of this Call-Off Agreement at all times.

End of Schedule 1

Schedule 2: Interpretations and Definitions

S2-1 INTERPRETATION

S2-1.1 In this Framework Agreement the following expressions have the following meaning:

Adequate	means that the relevant contractual clauses provide sufficient safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals and as regards the exercise of the corresponding rights as required by Article 26 (2) Directive 95/46/EC and the DPA;
Admin Fees	means those fees defined in paragraph S4-2 of Schedule 4 (Management Information Requirements) of this Framework Agreement;
Approval	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
Assurance	means the verification process explained in the ITT;
Audit	means an audit carried out pursuant to Schedule 5 (Records and Audit Access) of this Framework Agreement;
Authority Representative	means the representative appointed by the Authority from time to time in relation to this Framework Agreement;
Authority's Confidential Information	means all Authority's Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Authority, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");
Authority Personal Data	means the personal data supplied by the Authority to the Supplier and for the purposes of or in connection with this Framework Agreement "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Call-Off Agreement	means a legally binding agreement (entered into pursuant to the provisions of this Framework Agreement) for the provision of G-Cloud Services made between a Contracting Body and the Supplier comprising of an Order Form the Call-Off Terms and the Collaboration Agreement;
Call-Off Agreement Period	means the period of the Call-Off Agreement as specified in paragraph 1.1 and 1.2 of the Order Form;
Call-Off Terms	means the terms and conditions (including the Supplier Terms) as set out in Framework Schedule 2 (Call-Off Terms);
Catalogue	means the Digital Marketplace or such or any subsequent pan-government catalogue or such other medium as the Authority may determine;
Charges	means the prices (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Call-Off Agreement, as set out in paragraph 6.1 of the Order Form, in consideration of the full and proper performance by the Supplier of its obligations under the Call-Off Agreement;
Collaboration Agreement	means an agreement between the Customer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the

	Customer's Services and to ensure that the Customer receives an efficient end-to-end G-Cloud Services; such agreement to be in the form set out in Framework Schedule 7 (Collaboration Agreement);
Collaboration Supplier	means a Framework Supplier or the Customer contractor, that has entered into a Collaboration Agreement as set out in Framework Schedule 7 (Collaboration Agreement);
Commencement Date	means <ul style="list-style-type: none"> a) For the purposes of the Framework Agreement, commencement date shall be 21/08/2015 b) For the purposes of the Call-Off Agreement, commencement date shall be as set out in paragraph 1.1 of the Order Form;
Commercially Sensitive Information	means information provided by the Supplier to the Authority or to the Customer which is a trade secret but this definition does not include the material proposed to be published by the Authority under Clause FW-27 (Transparency) of this Framework Agreement;
Confidential Information	means the Authority's Confidential Information and/or the Supplier's Confidential Information;
Contracting Bodies	means the Authority and any other person as listed in the OJEU Notice or Regulation 3 of the Public Contracts Regulations 2006, as amended from time to time;
Contracting Body Satisfaction Survey	shall have the meaning set out in Clause FW-10 (Contracting Body Satisfaction Monitoring);
Crown	means 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 from time to time carrying out functions on its behalf;
Customer	means the customer as identified in the Order Form;
Customer's Confidential Information	means all Customer Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked "confidential");
Customer Data	means data that is owned or managed by the Customer;
Customer Personal Data	means the Order Personal Data and / or Service Personal Data;
Customer Representative	means the representative appointed by the Customer from time to time in relation to this Call-Off Agreement;
Data Controller	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
Data Processor	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;

Data Protection Legislation or DPA	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner;
Data Subject	shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time;
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Supplier in connection with or in relation to this Framework Agreement or the Call-off Agreement and in respect of which the Supplier is liable to the Authority and in relation to the Call-Off Agreement, the Supplier is liable to the Customer;
Departmental Assets	Includes but not limited to Departmental premises, IT systems and information with a classification up to confidential
Direct Award Criteria	means the award criteria to be applied for the award of Call-Off Agreements for G-Cloud Services set out in Framework Schedule 3 (Call-Off Ordering Procedure);
Direct Ordering Procedure	means the ordering procedure set out in Framework Schedule 3 (Call-Off Ordering Procedure);
Effective Date	means the date on which the Call-Off Agreement is signed and as set out in paragraph 1.1 of the Order Form;
Electronic Marketplace	means a web based application which facilitates electronic trade between one or more buying organisations and many suppliers;
Environmental Information Regulations	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations;
ERG	means the Efficiency and Reform Group of the Cabinet Office;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
Force Majeure	means any event, occurrence or cause affecting the performance by either the Customer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the affected party; b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; c) acts of government, local government or Regulatory Bodies; d) fire, flood, any disaster and any failure or shortage of power or fuel;

	<p>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available;</p> <p>provided always that:</p> <ul style="list-style-type: none"> i. any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Sub-Contractor's supply chain; and ii. any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned; <p>shall not constitute a Force Majeure;</p>
Framework	means the framework arrangements established by the Authority for the provision of G-Cloud Services to Contracting Bodies by Framework Suppliers;
Framework Agreement	means the Clauses of this Framework Agreement together with the Framework Schedules and annexes to it;
Framework Suppliers	means the suppliers (including the Supplier) appointed under this Framework Agreement;
Fraud	means 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 Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown;
G-Cloud Services	means the cloud services described in Framework Schedule 1 (G-Cloud Services) as defined by the Service Definition, the Supplier Terms and any related Tender documentation, which the Supplier shall make available to the Authority and Other Contracting Bodies and those services which are deliverable by the Supplier under the Collaboration Agreement;
G-Cloud Additional Services	means services ancillary to the G-Cloud Services which are within the scope of the Framework Agreement Schedule 1 (G-Cloud Services) which the Customer may request from time to time;
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonable and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
Guarantee	means the deed of guarantee described in the Order Form (Parent Company Guarantee);
Guidance	means any current UK Government Guidance on the Public Contracts Regulations. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance shall take precedence;
Holding Company	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
Implementation Plan	means the plan set out in paragraph 12.1 of the Order Form;
Information	has the meaning given under section 84 of the Freedom of Information Act 2000, as amended from time to time;

Intellectual Property Rights or IPR	<p>means:</p> <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and <p>all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Invitation to Tender or ITT	means the invitation to tender for this Framework issued on 6 th November 2014;
Know-How	means 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 the Authority's possession before the Commencement Date;
Law	means 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;
Lot	means any of the 4 lots specified in the ITT and "Lots" shall be construed accordingly;
Management Charge	means the sum paid by the Supplier to the Authority being an amount of 0.5% of all Charges for the G-Cloud Services invoiced to Other Contracting Bodies (net of VAT) in each Month throughout the Term and thereafter until the expiry or earlier termination of any Call-Off Agreement;
Management Information	means the management information specified in Framework Schedule 4 (Management Information Requirements);
Material Breach	<p>means:</p> <ul style="list-style-type: none"> a) a material breach of the Framework Agreement Clause FW-19 and/or breach by the Supplier of the following Clauses in the Framework Agreement: Clause FW-7 (Warranties and Representations), Clause FW-8 (Provision of Management Information), Clause FW-9 (Management Charge), Clause FW-22 (Prevention of Bribery & Corruption), Clause FW-23 (Safeguarding against Fraud), Clause FW-24 (Data Protection & Disclosure), Clause FW-28 (Equality & Diversity), Clause FW-29 (Official Secrets Acts), Schedule 5 (Records and Audits Access); and/or b) a material breach of the Call-Off Agreement and/or breach by the Supplier of any of the following Clauses in the Call-Off Agreement: Clause CO-3 (Protection of Information), CO-4 (Confidentiality), Clause CO-5 (Customer Data), Clause CO-8 (Official Secrets Acts 1911 to 1989);

Ministry of Justice Code	means 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;
Month	means a calendar month and "Monthly" shall be interpreted accordingly;
OJEU Notice	means a contract notice in the Official Journal of the European Union, seeking expressions of interest from potential providers of G-Cloud Services;
Order	means an order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Procedures;
Order Form	means the form set out in part 1 of Framework Schedule 2 (Call-Off Terms) to be used by a Contracting Body to order G-Cloud Services;
Ordered G-Cloud Services	means G-Cloud Services which are the subject of an Order by a Contracting Body;
Order Personal Data	means the personal data supplied by the Customer to the Supplier in the course of Ordering the G-Cloud Services for purposes of or in connection with this Call-Off Agreement. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Ordering Procedures	means the ordering and award procedures specified in Framework Schedule 3 (Call-Off Ordering Procedure);
Other Contracting Bodies	means all Contracting Bodies except the Authority;
Parent Company	means any company which is the ultimate Holding Company of the Supplier;
Party	means: <ul style="list-style-type: none"> a) for the purposes of the Framework Agreement, the Authority or the Supplier; b) for the purposes of the Call-Off Agreement, the Supplier or the Customer; and <p>"Parties" shall be interpreted accordingly;</p>
Personal Data	shall have the same meaning as set out in the Data Protection Act 1998;
Personnel Security Standard	A government wide requirement including checks on identity, employment history, nationality and immigration status and the declaration of unspent criminal records.
Processing	has the meaning given to it under the Data Protection Act 1998 as amended from time to time but, for the purposes of this Framework Agreement and Call-Off Agreement, it shall include both manual and automatic processing. "Process" and "Processed" shall be interpreted accordingly;
Regulations	means the Public Contracts Regulations 2006, as amended from time to time;
Regulatory Bodies	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or

	any other affairs of the Authority or Other Contracting Body or the Supplier or its Parent Company;
Relevant Person	means any employee, agent, servant, or representative of the Authority, any other public body or person employed by or on behalf of the Authority, or any other public body;
Reporting Date	means the 7 th day of each Month following the Month to which the relevant Management Information relates, or such other date as may be agreed between the Parties;
Request(s) for Information	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
Self Audit Certificate	means the certificate in the form as set out in Annex to the Framework Schedule 5 (Self Audit Certificate) to be provided to the Authority in accordance with paragraph S5-1.2 of Schedule 5 (Records and Audit Access);
Service Definition(s)	means the definition of the Supplier's G-Cloud Services provided as part of their Tender that includes, but is not limited to, those items listed in Schedule 1 (G-Cloud Services) of this Framework Agreement;
Service Descriptions	means the description of the Supplier service offering as published on the Catalogue;
Service Personal Data	means the personal data supplied by the Customer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Agreement. "Personal Data" shall have the same meaning as set out in the Data Protection Act 1998;
Staff Vetting Procedures	the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and the Sub-Contractor in which Sub-Contractor 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;
Sub-Contractor	means any third party engaged by the Supplier from time to time under a Sub-Contract (permitted pursuant to the Framework Agreement and the Call-Off Agreement) and its servants or agents in connection with the provision of the G-Cloud Services from time to time;
Subsidiary	has the meaning given to it in section 1159 of the Companies Act 2006;
Supplier's Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information (whether or not it is marked as "confidential");

Supplier Representative	means the representative appointed by the Supplier from time to time in relation to this Framework Agreement;
Supplier Terms	means the terms and conditions pertaining to the G-Cloud Services and as set out in Schedule 1 (G-Cloud Services) set in the form supplied as part of the Supplier's Tender;
Supplier Staff/Personnel	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Framework Agreement or any Call-Off Agreements;
Tender	means the response submitted by the Supplier to the Invitation to Tender;
Term	means the term of this Framework Agreement as specified in FW-3 (Term of Framework Agreement);
Variation	has the meaning given to it in Clause CO-21 (Variation Procedure);
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales; and
Year	means a contract year.

S2-1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

S2-1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

S2-1.2.2 words importing the masculine include the feminine and the neuter and vice versa;

S2-1.2.3 the words "include", "includes" "including" "for example" and "in particular" and words of similar effect shall not limit the general effect of the words which precede them;

S2-1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

S2-1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

S2-1.2.6 headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;

S2-1.2.7 references in this Framework Agreement to any Clause or Framework Schedule without further designation shall be construed as a reference to the Clause or sub-Clause or Schedule to this Framework Agreement so numbered;

S2-1.2.8 references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Framework Schedule to this Framework Agreement so numbered;

S2-1.2.9 reference to a Clause is a reference to the whole of that Clause unless stated otherwise;

S2-1.2.10 where definitions or interpretations are expressly set out in Collaboration Agreement Schedule 7 (Collaboration Agreement), then the definitions and interpretations specified therein shall apply only in the context of the Collaboration Agreement; and

S2-1.2.11 without prejudice to the overriding provisions as detailed in Clause CO-1 of the Framework Schedule 2 (Call-Off Terms) in the event and to the extent only of any conflict between the Clauses and the remainder of the Framework Schedules, the Clauses shall prevail over the remainder.

End of Schedule 2

Schedule 3: Technical and Organizational Measures

The following defined terms are used in this Schedule 3:

Contact Data: means personal data limited to business contact details of any employee of Customer who will communicate with Microsoft personnel regarding services covered by these Call Off Terms/Order Form.

Customer Data: means all data (excluding Contact Data), including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Customer in connection with services covered by these Call Off Terms/Order Form.

General Practices.

Microsoft has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect Customer Data, as defined in this Schedule 3, against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction, as follows:

I. Domain: Organization of Information Security

1. **Security Ownership.** Microsoft has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
2. **Security Roles and Responsibilities.** Microsoft personnel with access to Customer Data are subject to confidentiality obligations.
3. **Risk Management Program.** Microsoft performed a risk assessment before processing the Customer Data.
4. Microsoft retains its security documents pursuant to its retention requirements after they are no longer in effect.

II. Domain: Asset Management

1. **Asset Inventory.** Microsoft maintains an inventory of all media on which Customer Data is stored. Access to the inventories of such media is restricted to Microsoft personnel authorized in writing to have such access.
2. **Asset Handling.**
 - a. Microsoft classifies Customer Data to help identify it and to allow for access to it to be appropriately restricted (e.g., through encryption).
 - b. Microsoft imposes restrictions on printing Customer Data and has procedures for disposing of printed materials that contain Customer Data.

III. Domain: Human Resources Security

1. **Security Training.**
 - a. Microsoft informs its personnel about relevant security procedures and their respective roles. Microsoft also informs its personnel of possible consequences of breaching the security rules and procedures.
 - b. Microsoft will only use anonymous data in training.

IV. Domain: Physical and Environmental Security

1. **Physical Access to Facilities.** Microsoft limits access to facilities where information systems that process Customer Data are located to identified authorized individuals.
2. **Physical Access to Components.** Microsoft maintains records of the incoming and outgoing media containing Customer Data, including the kind of media, the authorized sender/recipients, date and time, the number of media and the types of Customer Data they contain.
3. **Protection from Disruptions.** Microsoft uses a variety of industry standard systems to protect against loss of data due to power supply failure or line interference.
4. **Component Disposal.** Microsoft uses industry standard processes to delete Customer Data when it is no longer needed.

V. Domain: Communications and Operations Management

1. **Operational Policy.** Microsoft maintains security documents describing its security measures and the relevant procedures and responsibilities of its personnel who have access to Customer Data.
2. **Malicious Software.** Microsoft has anti-malware controls to help avoid malicious software gaining unauthorized access to Customer Data, including malicious software originating from public networks.

3. Data Beyond Boundaries.

- a. Microsoft encrypts Customer Data that is transmitted over public networks.
- b. Microsoft restricts access to Customer Data in media leaving its facilities (e.g., through encryption).

4. Event Logging.

- a. Microsoft logs the use of our data-processing systems.
- b. Microsoft logs access and use of information systems containing Customer Data, registering the access ID, time, authorization granted or denied, and relevant activity.

VI. Domain: Access Control

1. Access Policy. Microsoft maintains a record of security privileges of individuals having access to Customer Data.

2. Access Authorization.

- a. Microsoft maintains and updates a record of personnel authorized to access Microsoft systems that contain Customer Data.
- b. Microsoft deactivates authentication credentials that have not been used for a period of time not to exceed six months.
- c. Microsoft identifies those personnel who may grant, alter or cancel authorized access to data and resources.
- d. Microsoft ensures that where more than one individual has access to systems containing Customer Data, the individuals have separate identifiers/log-ins.

3. Least Privilege.

- a. Technical support personnel are only permitted to have access to Customer Data when needed.
- b. Microsoft restricts access to Customer Data to only those individuals who require such access to perform their job function.

4. Integrity and Confidentiality.

- a. Microsoft instructs Microsoft personnel to disable administrative sessions when leaving premises Microsoft controls or when computers are otherwise left unattended.
- b. Microsoft stores passwords in a way that makes them unintelligible while they are in force.

5. Authentication.

- a. Microsoft uses industry standard practices to identify and authenticate users who attempt to access information systems.
- b. Where authentication mechanisms are based on passwords, Microsoft requires that the passwords are renewed regularly.
- c. Where authentication mechanisms are based on passwords, Microsoft requires the password to be at least eight characters long.
- d. Microsoft ensures that de-activated or expired identifiers are not granted to other individuals.
- e. Microsoft monitors repeated attempts to gain access to the information system using an invalid password.
- f. Microsoft maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed.
- g. Microsoft uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

VII. Domain: Information Security Incident Management

1. Incident Response Process.

- a. Microsoft maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
- b. Microsoft tracks disclosures of Customer Data, including what data has been disclosed, to whom, and at what time.

2. **Service Monitoring.** Microsoft security personnel verify logs at least every six months to propose remediation efforts if necessary.

VIII. Domain: Business Continuity Management

1. Microsoft maintains emergency and contingency plans for the facilities in which Microsoft information systems that process Customer Data are located.
2. Microsoft's redundant storage and its procedures for recovering data are designed to attempt to reconstruct Customer Data in its original state from before the time it was lost or destroyed.

End of Schedule 3

