



G-Cloud 13 Call-Off Contract

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

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Part A: Order Form

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

Platform service ID number	350264023658276
Call-Off Contract reference	6GBR234-430652-543455

Call-Off Contract title	Vaccine Task Force Tenant-to-Tenant Migration
Call-Off Contract description	As part of the wider programme to centralize all staff members relating to the COVID-19 Vaccine Task Force, Microsoft have been asked to migrate the remaining users and their associated data from the Department of Business Energy & Industrial Strategy (BEIS) tenant to the UKHSA tenant.
Start date	5 ^h June 2023
Expiry date	30 September 2023
Call-Off Contract value	£ 297,416.00
Charging method	Time & Materials
Purchase order number	TBC


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

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

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

There are terms in the Call-Off Contract that may be defined in the Order Form. These are

identified in the contract with square brackets.

From the Buyer	<p>UK Health and Security Agency</p> <p>Wellington House 133 - 155, Waterloo Road London SE1 8UG</p> <p>United Kingdom</p>
To the Supplier	<p>Microsoft Limited</p> <p></p> <p>United Kingdom</p>
Together the 'Parties'	

Principal contact details

For the Buyer:

[REDACTED]

[REDACTED]

[REDACTED]

For the Supplier:

[illegible]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 5 th of June 2023 and is valid for 17 weeks.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 60 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 60 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined in the Statement of Work referenced in Schedule 1 'Services'.
Additional Services	Not applicable.
Location	<p>The Services will be delivered remotely or to.</p> <p>UK Health and Security Agency Wellington House 133 - 155, Waterloo Road London SE1 8UG United Kingdom</p>
Quality standards	The quality standards required for this Call-Off Contract are detailed in the Statement of Work referenced in Schedule 1 'Services'.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are detailed in the Statement of Work referenced in Schedule 1 'Services'.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are not applicable.
Onboarding	The onboarding plan (if any) for this Call-Off Contract shall be described in the Statement of Work referenced in Schedule 1 'Services'.
Offboarding	The offboarding plan (if any) for this Call-Off Contract shall be described in the Statement of Work referenced in Schedule 1 'Services'.

Collaboration agreement	In accordance with this Call-off Contract, the Buyer does not require the Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 100% of the charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 100% of the charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The aggregate liability of the Supplier for all Defaults will in no event exceed 100% of the charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract] • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law. <p>The Supplier may, in its sole discretion, fulfil its insurance obligations described herein via commercial insurance, excess insurance, a program of self-insurance or a combination of any of the aforementioned options. For the avoidance of doubt and notwithstanding anything to the contrary, the Supplier is under no obligation to provide the following to demonstrate compliance of its insurance obligations: (1) receipts for insurance premium, or (2) evidence of payment of the latest premiums due.</p>
Buyer's responsibilities	The Buyer's responsibilities shall be defined in the Statement of Work referenced in Schedule 1 'Services'.
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract shall be defined in the Statement of Work referenced in Schedule 1 'Services'.

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners.</p> <p>Not Applicable</p> <p>Supplier may also rely on the services of other entities in the global Microsoft group of companies in providing the Services, to which the Buyer hereby consents.</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p> <p>The Supplier will invoice Buyer monthly for expenses (if applicable). The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.</p>
Who and where to send invoices to	Invoices will be sent to [REDACTED]
Invoice information required	All invoices must include TBD.
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £297,416.00 .
Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2 'Call-Off Contract charges'.

Additional Buyer terms

Performance of the Service	As defined in the Statement of Work referenced in Schedule 1 'Services'.
Guarantee	Not applicable.
Warranties, representations	As stated in the incorporated Framework Agreement clause 2.3.
Supplemental requirements in addition to the Call-Off terms	Not applicable.
Alternative clauses	Not applicable.

<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>Within the scope of the Call-Off Contract, the following terms will apply.</p> <p>(i) Confidentiality. In addition to Part B – Section 10 and without prejudice to 19.4.3, the Parties agree that the confidentiality obligations apply for a period of five years after a Party receives the Confidential Information. Nothing in the Framework Agreement or this Call-Off Contract will prevent either Party from disclosing the other Party’s Confidential Information to its employees, Affiliates (as defined below), contractors, advisors and consultants (“Representatives”) and then only on a need-to-know basis under nondisclosure obligations at least as protective as the Framework Agreement and this Call-Off Contract. Each Party remains responsible for the use of the other Party’s Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other Party. A Party may disclose the other’s Confidential Information if required by law; but only after it notifies the other Party (if legally permissible) to enable the other Party to seek a protective order. For the sole purpose of this section, “Affiliate” means any legal entity that controls, is controlled by, or that is under common control with a Party. „Control“ means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.</p> <p>(ii) Intellectual Property Rights. The Buyer and the Supplier explicitly agree that the IPRs under this Call-Off Contract are not suitable for publication as open source, unless the parties mutually agree on a case-by-case basis to such publication.</p> <p>(iii) Defence of Third-Party Claims. The Parties will defend each other against the third-party claims described in Section 11 of this Call Off Contract and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending Party is promptly notified in writing of the claim and has the right to control the defence and any settlement of it. The Party being defended must provide the defending Party with all requested assistance, information, and authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending Party will reimburse the other Party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the Parties’ sole remedies and entire liability for such claims.</p>
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	<p>a. <i>By the Supplier.</i> The Supplier will defend the Buyer against any third-party claim to the extent it alleges that any IPR made available by the Supplier for a fee and used within the scope of the license granted (unmodified from the form provided by the Supplier and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If the Supplier is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the IPR with a functional equivalent; or (2) terminate the Buyer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses. The Supplier will not be liable for any claims or damages due to the Buyer's continued use of an IPR after being notified to stop due to a third-party claim.</p> <p>b. <i>By the Buyer.</i> To the extent permitted by applicable law, the Buyer will defend the Supplier against any third-party claim to the extent it alleges that: (1) any Buyer Data or non-Microsoft software hosted in an Online Service by the Supplier on the Buyer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) the Buyer's use of any Background IPR or Project Specific IPR or Supplier software alone or in combination with anything else, violates the law or damages a third party.</p> <p>(iv) Liability. (1) Notwithstanding Part B – Sections 2.1 and 24 of this Call-Off Contract, no limitation or exclusions will apply to liability arising out of either Party's (i) confidentiality obligations (except for all liability related to Buyer Data which will remain subject to the limitations above); (ii) defence obligations; (iii) violation of the other party's intellectual property rights; or (iv) violation of the Acceptable Use Policy as provided in the Supplier Terms; (2) Notwithstanding Part B – Section 24.2.2 of this Call-Off Contract, the Supplier's aggregate liability in respect of Losses arising from breach of the Data Protection Legislation shall be limited to 100% of the charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>(v) Data Protection. The Microsoft Product and Services Data Protection Addendum "MPSDPA" (as attached in the Supplier Terms) is incorporated by reference into this Order Form. Notwithstanding incorporated</p>
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	<p>Framework clause 8.3, the Parties explicitly agree as follows:</p> <ul style="list-style-type: none"> a) for the purposes of Paragraph 5(d) of Schedule 7 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 28.1 (or any equivalent requirement for consent for the transfer of Personal Data incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract), the Buyer hereby consents to the transfer of Personal Data in accordance with the Personal Data transfer principles and details set out in the MPSDPA; b) for the purposes of incorporated Framework clause 21.2 and Paragraph 12(a) and 12(b) of Schedule 7 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 28.1 (or any equivalent provision that is incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract): <ul style="list-style-type: none"> i. the Buyer hereby confirms that, prior to the execution of this Call-Off Contract, it has been provided with details of the Sub-processors that the Supplier will use in connection with the Processing carried out pursuant to this Call-Off Contract; ii. the Buyer hereby gives its prior written consent to the use of such Sub-processors by the Supplier; and iii. where any additional or replacement Sub-processors are to process any Personal Data following the execution of this Call-Off Contract, the parties agree that the process for the approval of additional or replacement Sub-processors set out in the MPSDPA shall apply. <p>(vi) Audit. The Parties agree that incorporated Framework clauses 7.4 to 7.13 are not applicable.</p> <p>(vii) Customer feedback. Buyer agrees, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.</p>
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Personal Data and Data Subjects	The Microsoft Product and Services Data Protection Addendum “MPSDPA” (as attached in the Supplier Terms) is incorporated by reference into this Order Form.
Intellectual Property	Not applicable.
Social Value	Not applicable.

1. Formation of contract

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

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13 .

Signed by an authorised signatory for the Supplier:	Signed by an authorised signatory for the Buyer:
   Jun 5, 2023	DocuSigned by:      Date Signed: 05/06/2023

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

Customer Benefits

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

[G-Cloud 13 Customer Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length
 - 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
 - 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
 - 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
 - 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

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

2.3 The Parties acknowledge that they are required to complete the applicable Annexes

contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified, and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

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

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent

experience and qualifications to the substituted staff member.

- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract, it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does, then the Supplier must provide a replacement valid invoice with the response.

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

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers' liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement, or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer
- 10. Confidentiality
 - 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all

Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

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

11.8 Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

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

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

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

13. Buyer data

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

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

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

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

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

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

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

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

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

reasonably proposed by the Buyer.

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

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

14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

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

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

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

15. Open source

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

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
- <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3

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

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

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

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

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to

remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)

- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)

- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

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

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

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

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

20. Notices

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

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

21. Exit plan

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

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

- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months, the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

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

plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice

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

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

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

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

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power, or control

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

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

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

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

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

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

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any

damage to Property which could cause personal injury

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

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is

alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

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

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their

G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

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

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.


Schedule 1: Services

Microsoft will perform the work described in the Statement of Work Vaccine Task Force Tenant-to-Tenant Migration, Version 1.0, 25 May 2023.

Schedule 2: Call-Off Contract charges

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

Services Fees				
Labour				
Role	Hourly/Daily Rate (£)	Quantity (hours)	Total (GBP)	Phase
Delivery Management Executive		48		Discovery
Domain Solution Architect		160		Discovery
Senior Consultant		744		Discovery
Senior Project Manager		192		Discovery
Other Charges				
Migration Tools costs				Discovery
Total				

Total Estimated Fees (excluded taxes)		Discovery
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Schedule 3: Collaboration agreement

Not applicable.

Schedule 4: Alternative clauses

Not applicable.

Schedule 5: Guarantee

Not applicable.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.

Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.

Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.

Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
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Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.

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

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events, or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the willful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>
Fraud	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or</p>

	defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.

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

Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	<p>IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.</p>

IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
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Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced willfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.

Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries' legislation if assessed using the ESI tool.

Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

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

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.

Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.



Schedule 7: UK GDPR Information

The Microsoft Product and Services Data Protection Addendum "MPSDPA" is hereby incorporated into this Call-Off Contract.

Appendix :

Statement of Work

Vaccine Task Force Tenant-to-Tenant Migration

Prepared for:
UK Health Security Agency

Prepared by:

[Redacted]

[Redacted]

Version: 1.0



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This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it are made pursuant to Work Order (WO) **6GBR234-430652-543455** and describes the work to be performed ("services") by Microsoft ("us," "we") for **UK Health Security Agency** ("UKHSA", "Customer," "you," "your") relating to **Vaccine Task Force Tenant-to-Tenant Migration** (project).

This SOW and the associated WO expire 30 days after their publication date (date Microsoft submits to the Customer) unless signed by both parties or formally extended in writing by Microsoft.

Introduction

Microsoft has been engaged with UKHSA as part of its IT transformation. This IT transformation includes merging their IT services between organizations and migrate services to the cloud. However, this statement of work covers new requirements which are related to the current transformation work.

In August 2020, the Prime Minister announced the government's intention to reform the core institutions that lead public health nationally. The health protection capabilities of Public Health England and NHS Test and Trace transferred into a new UK Health Security Agency (UKHSA). The health improvement, prevention, and healthcare public health functions of Public Health England also transferred to new homes within the health system. Public Health England closed, and a new public health landscape took shape during 2021.

To fulfil this requirement, Microsoft has been supporting UKHSA to migrate Microsoft 365 services Test and Trace data, from multiple sources into the UKHSA target tenant and support the UK government mandate.

Project Duration: Based on the document requirements and assumptions, Microsoft estimates approximately 12 weeks to plan, design, and execute the scope documented in this statement of work. However, Microsoft will assist UKHSA in executing the migration goal. Such effort is only provided on a reasonable effort basis. Microsoft's success depends on the level of support, ownership, and partnership from UKHSA and the partnering organizations that are part of this scope of work. The mobilization of Microsoft resources will take up to 6 weeks from the date of GCloud contract signature.

1. Engagement objectives and scope

1.1. Objectives

This engagement is part of the wider programme to centralize all staff members relating to the COVID-19 Vaccine Task Force, with the aim to complete the planning and migration of the remaining users and their associated data from the Department of Business Energy & Industrial Strategy (BEIS) tenant to the UKHSA, tenant.

Note: Microsoft 365 merger, acquisition, and divestiture migrations are complicated and subject to unique constraints; this is especially true when migrating between Microsoft 365 tenants. Not all services and data can be effectively migrated, and tradeoffs will be required for user experience and other factors. It is the objective of Microsoft Consulting Services to navigate you through these tradeoffs, help you make well-informed decisions, and plan for and complete the migration in a way that minimizes disruption and maximizes migration fidelity to the extent possible.



The project will include the following components:

Component ID	Component name
MAD-01	Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture
EMT-01	Exchange Migration Between Tenants
ODT-01	OneDrive Migration Between Tenants
TMT-01	Teams Migration Between Tenants

1.2. Areas in scope

This section outlines the work and activities required to accomplish the objectives set forth in this SOW.

1.2.1. General project scope

Microsoft will provide services in support of the following scope.

Component ID	Description	Assumptions
Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture (MAD-01)	<ul style="list-style-type: none"> Discovery of the in-use services within one (1) source environment, with associated relevant configuration and data volumes. A source environment is defined as a single Microsoft 365 tenant. Facilitation of decision-making related to the services and data that will be included in the scope of the migration from the in-scope source environment. Creation of a plan for migration to the target Microsoft 365 tenant, including, migration approach, migration sequencing, and estimated timelines 	<ul style="list-style-type: none"> The Customer will provide required access to run discovery scripts against in-scope source environments or Customer will run the scripts with guidance provided by Microsoft. <p>Note: AD forest restructuring and synchronization will not be implemented for any tenant-to-migrations, as users from the <i>BEIS</i> source tenant will not be migrated or synchronized to the target tenant. Our assumption is these users will be offboarded in the source <i>BEIS</i> tenant, and new accounts will be created in the UKHSA target tenant. For <i>Microsoft</i> 365 content migrations, user mapping will be done to match these users with the new identity to migrate data.</p>
Exchange Migration Between Tenants (EMT-01)	<ul style="list-style-type: none"> Documentation of inter-forest synchronization requirements, where applicable, to accommodate the Exchange migration solution, including considerations for global address list unification or separation. One-time scripted transfer of cloud-based mail or mailbox users, 	<ul style="list-style-type: none"> Migration will be performed from one (1) source Exchange Online tenant to 1 target Exchange Online tenant. Microsoft will use BitTitan MigrationWiz, which is a third-party cloud migration product, to perform mailbox migration. Migrated data will pass through BitTitan-managed infrastructure in Microsoft datacenters,



Component ID	Description	Assumptions
	<p>distribution groups, and contacts from the source to target tenant.</p> <ul style="list-style-type: none"> Migration for up to 80 mailboxes and a maximum of 700GB in a single event. The number of in-scope mailboxes includes the user, archive, shared, and resource mailboxes that are to be migrated. The total duration includes the time required for prestaging mailbox data in the target tenant. 	<p>and migrated content will be limited to what is supported by the product.</p> <ul style="list-style-type: none"> Microsoft assumes average migration throughput of 20 TB a week between tenants in the same region. If aggregate mailbox volume exceeds what can be migrated within the scoped number of migration weeks or this throughput cannot be achieved due to cross-region migration or environmental factors, additional weeks will be added to scope via a change request. All in-scope users must be licensed for Exchange in both the source and target tenants for the duration of the migration. The Customer will allow migration tools to connect directly to both source and target tenants over the internet. All mailbox migrations will be scheduled during a single migration window. User Outlook profiles and mobile devices must be reconfigured upon migration; this reconfiguration is the responsibility of the Customer unless explicitly specified as in-scope for the project. Recreation of Outlook profiles on user desktops will be associated with caching of mailbox data, which will affect network bandwidth. Microsoft assumes the Customer has enough network bandwidth to complete the migration within the specified number of weeks.
OneDrive Migration Between Tenants (ODT-01)	<ul style="list-style-type: none"> Collection of data from the source environment and assessment services specific to OneDrive migration for up to two (2) weeks in total duration A single velocity migration event of OneDrive sites from source to target tenant. Migration of up to 80 OneDrive sites from BEIS source environment for up to 300GB Migration of documents from identified OneDrive default 	<ul style="list-style-type: none"> No growth percentage has been considered for the determination of the total content amount to be migrated. If the Customer identifies more content, or the content size grows, a change request will be required. All in-scope users must be licensed for OneDrive in the source and the target environment. Content will be migrated by connecting migration tools directly to the source and the target tenant over the Internet.



Component ID	Description	Assumptions
	<p>primary document libraries in the source tenant to a corresponding location in the target tenant.</p> <ul style="list-style-type: none"> Completion of staging migration for documents, incremental migration of updated or new documents, and a final incremental migration of content immediately prior to cutover for each OneDrive site. 	<ul style="list-style-type: none"> Migration jobs will be run in a single event at an appropriate agreed time, which could include business days and weekends. Microsoft assumes average migration throughput of 12TB a week between tenants in the same region. If aggregate OneDrive volume exceeds what can be migrated within the scoped number of migration weeks or this throughput cannot be achieved due to cross-region migration or any other reason, additional weeks will be added to scope via a change request. Incremental migrations will be limited to new and updated files and folders. Changes to file or folder names or locations between migration runs will result in duplicate content in the target OneDrive site. All available versions of each document will be migrated within the limitations of the tools. Migration of Lists within the limitations of the tools. Permissions will be migrated at an item level. Any external sharing in the source site will need to be re-shared in the target OneDrive site by the end user after the migration. All OneDrive user migrations will be scheduled during a single migration window spanning Monday through Thursday, or during in-scope weekend migration events.
Microsoft Teams Migration between Tenants (TMT-01)	<ul style="list-style-type: none"> Discovery of team and channel data in the source environment and assessment for migration between tenants, limited to two (2) weeks in total duration. Migration of up to 1.5TB of teams, including channels, channel conversations, files, and Microsoft Planner data between tenants. 	<ul style="list-style-type: none"> The migration will be performed from one (1) source Microsoft Teams tenant to the target Microsoft Teams tenants. Migration of channel conversations is subject to API limitations. Conversations may be posted to the target channel under the context of a migration service account with a new timestamp or may be written to an HTML file in the target channel as an archive. Recommended



Component ID	Description	Assumptions
	<ul style="list-style-type: none"> A single velocity migration event of Teams from source to target tenant. Up to 2 weeks of fixed-duration support after the completion of all migration activities 	<p>options will be reviewed with the Customer during migration planning.</p> <ul style="list-style-type: none"> Each Team will have an average of 100 conversation messages that will be reposted in the target environment. All available versions and permissions of each document will be migrated within the limitations of the tools. Subsites if discovered during Asses phase. Microsoft assumes an average migration throughput of 10TB of documents and 150K reposted messages per week between tenants in the same region. If the aggregate volume exceeds what can be migrated within the scoped number of migration weeks, or this throughput cannot be achieved due to cross-region migration or environmental factors, additional weeks will be added to the scope following the change management process. The Customer will allow migration tools to connect directly to both source and target tenants over the internet. Microsoft will use both BitTitan MigrationWiz and Quest Content Matrix, third-party migration products, to perform the Teams migration. Migrated data will pass through a BitTitan-managed infrastructure within Microsoft datacenters and migrated content will be limited to what is supported by the product for Teams.

1.2.2. Software products and technologies

The products and technology listed in the following table are required for project implementation. The Customer is responsible for obtaining all identified licenses and products. Microsoft assumes that any product version used during the project is either in mainstream support or is covered by an extended support agreement procured by the Customer.

Component ID	Version	Version	Ready by
Not applicable	Office 365 licenses (including source and target tenants)	Any	Start of the Enable phase



Component ID	Version	Version	Ready by
CMT-01	Microsoft Azure subscription needed to host the migration status Azure function, if required.	Not applicable	Start of the Enable phase

1.2.3. Data migration

The following data migration is in scope for the project.

Data source	Data volume	Migration mechanism
Exchange Online	Up to 700GB	Third-party tooling, via BitTitan MigrationWiz
Microsoft OneDrive for Business	Up to 300GB	Third-party tooling, via BitTitan MigrationWiz
Microsoft Teams	Up to 1.5TB	Third-party tooling, via BitTitan MigrationWiz and Quest Content Matrix

1.2.4. Testing and defect remediation

Testing

The following testing is included in the scope of the project. If the Customer has responsibility for testing, the Microsoft effort to support that activity is identified. If additional time is needed for Microsoft testing support, then it can be requested through the Change management process described in this SOW.

Component ID	Test Type	Description	Responsibility		
			Has responsibility for testing?	Provides data or test cases	Provides guidance and support
All*	Validation testing (production)	Test cases will be executed in the production environment to validate that the implemented solution is functioning as designed.	Microsoft	Microsoft	Customer
EMT-01, ODT-01, TMT-01	User acceptance testing (production)	User acceptance testing of migration experience, to be conducted by the Customer during pilot migrations	Customer	Customer	Microsoft

Defect remediation

If defects are identified during testing, the priority of the item will be jointly agreed upon by the Customer and Microsoft. Defect prioritization is defined in the following table.



Priority	Description	Remediation in scope?
P1	Blocking defect Development, testing, or production launch cannot proceed until this type of defect is corrected. A defect of this type blocks further progress in this area. The solution cannot ship, and the project team cannot achieve the next milestone until such a defect is corrected.	Yes
P2	Significant defect The defect must be fixed prior to moving to production. Such a defect, however, will not affect test plan implementation.	Yes
P3	Important defect It is important to correct the defect. However, it is possible to move forward into production using a workaround.	No; the defect will be logged. Remediation will be performed through an agreed-upon change request only.
P4	Enhancements and cosmetic defects Feature enhancement and cosmetic defects, including design requests that vary from original concepts.	No; the defect will be logged. Remediation will be performed through an agreed-upon change request only.

1.3. Areas out of scope

Any area not explicitly included in the Areas in scope section is out of scope for Microsoft during this project. Areas out of scope for this project are listed in the following table.

Component ID	Area	Description
All components	Product licenses and subscriptions	Product licenses (Microsoft or non-Microsoft) and cloud service subscriptions are not included.
	Hardware	Microsoft will not provide hardware for this project.
	Client	Deployment and configuration of client software is out of scope for the project unless explicitly listed as in scope in the General project scope.
	Integration with third-party software	Microsoft will not be responsible for integration with third-party software.
	Product bugs and upgrades	Product upgrades, bugs, and design change requests for Microsoft products.



Component ID	Area	Description
	Source code review	The Customer will not provide Microsoft with access to non-Microsoft source code or source code information. For any non-Microsoft code, Microsoft Consulting Services will be limited to the analysis of binary data, such as a process dump or a network monitor trace.
	Process reengineering	Designing functional business components of the solution is not included.
	Organizational change management	Designing—or redesigning—the Customer's functional organization is not included.
	End-user communications	Microsoft will not produce user-facing training or directly manage user communications, unless this work is explicitly listed as in-scope elsewhere in this statement of work. In addition, Microsoft will not manage any direct end-user communications associated with the project.
	Lab environment	Creation of a development or testing lab environment is not included.
	Training	Formal user training or the creation of training materials is not in scope.
	Custom Solution	Any custom solution development is not in scope.
	Performance testing	Performance or stress testing for any environment is not included.
	Governance and regulatory compliance	Microsoft will not be responsible for assessment or review of governance, regulatory, or compliance requirements.
	Persona development	Microsoft will not be responsible for the development of personas impacted by the migration.
MAD-01	Detailed content assessment	Discovery of source environment (or environments) does not include a content-level review of Teams, SharePoint sites, Microsoft 365 Groups, OneDrive sites, mailboxes, or other service data, nor does it provide item-level remediation guidance. This work is out of scope unless explicitly listed as in-scope elsewhere in this SOW.
	Planning for migration to on-premises Office systems	Planning is limited to a Microsoft 365 target environment.



Component ID	Area	Description
	Planning for the migration of related systems and infrastructure	Planning will take into consideration the parallel migration of related systems, including directory services and management infrastructure, but planning for those migrations is out of scope unless explicitly listed as in-scope elsewhere in this SOW.
	Planning for migration of security technologies	Discovery or migration planning for Microsoft Defender, Azure Defender, Azure Sentinel, or Cloud App Security
	Planning for migration of Microsoft Azure subscriptions or resources	Discovery or migration planning for Azure subscriptions, or the resources hosted from them
	Planning for migration of Microsoft Dynamics 365	Discovery or migration planning for Dynamics 365 instances
EMT-01	Migration of public folders	Migration of Exchange Online public folders between tenants is out of scope.
	Migration of Microsoft 365 Groups	Microsoft will not migrate Microsoft 365 Groups and the associated mailboxes under the scope of this component, and this work is out of scope unless explicitly listed as in scope elsewhere in this SOW.
	Migration of any deleted mailboxes that are on hold for eDiscovery purposes	Microsoft will not migrate any deleted mailbox that has been placed on in-place or litigation hold.
	Decryption of mailbox content	Any encrypted mailbox content will be migrated as is to the target Exchange Online tenant, and no decryption will be performed. This includes any rights-protected content secured with Azure Information Protection. Migration of Azure Information Protection keys between tenants is out of scope, and users might lose access to this content upon migration to the target tenant.
	Integration with on-premises voice systems for unified messaging	Microsoft will not be responsible for design, testing, or implementation of changes to on-premises or third-party voice systems, including Microsoft Skype for Business or Microsoft Lync Server, to facilitate transition of Exchange Online Unified Messaging (UM) integration to the target environment.



Component ID	Area	Description
	Migration or remediation of Exchange-integrated applications	Microsoft will not identify, design changes for, remediate, or migrate Exchange-integrated applications under the scope of the project.
	Migration scheduling	Microsoft will provide general scheduling guidance, but scheduling mailboxes for each event is out of scope and the exclusive responsibility of the Customer.
	Tier 1 and Tier 2 support during mailbox migrations	Microsoft will not provide any Tier 1 or Tier 2 support.
	Reverse migrations	Microsoft will not perform reverse migrations of mailboxes from the target tenant to the source tenant under the scope of the project.
ODT-01	OneDrive sync client configuration	Microsoft will not reconfigure the client for the new target OneDrive including sync clients and OneNote unless this explicitly listed as in-scope elsewhere in this SOW.
	General migration items	<p>The following are not included in the migration:</p> <ul style="list-style-type: none"> • Migration, upgrade, enhancement, or redesign of custom features • Item filtering or selection of specific items for migration • Migration, development, or remediation of customized master pages, style sheets, or any other branding artifacts • Migration of workflows (including workflow history) • The migration of file types that are disallowed according to the published OneDrive service description for the target Office 365 tenant type. • Documents, folders, or files having URLs longer than 400 characters. • URL and link correction within JavaScript or documents • Migration or configuration of any site, list, or library settings • Migration, deployment, or remediation of any third-party or custom-developed products or solutions • URL redirection from source to target

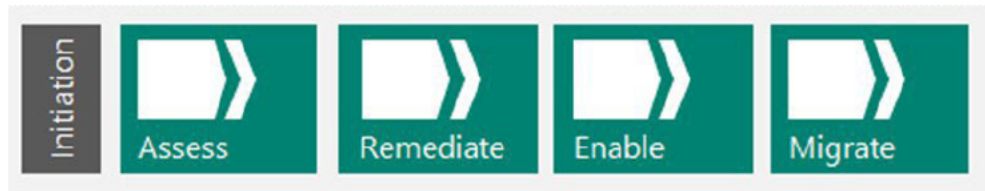


Component ID	Area	Description
		<ul style="list-style-type: none"> • Migration of electronically signed documents (information rights management/Rights Management Service) • Migration of external sharing • Migration of permissions for users that do not exist in the target tenant Azure Active Directory • Version history • Preservation hold library content
	OneDrive migration scheduling	Microsoft will provide general scheduling guidance, but scheduling OneDrive drives for each event is out of scope and is the exclusive responsibility of the UKHSA.
	Tier 1 and Tier 2 support during OneDrive migrations	Microsoft will not provide any Tier 1 or Tier 2 support.
	Reverse migrations	Microsoft will not perform reverse migrations from the target tenant to the source tenant under the scope of the project.
TMT-01	Migration items, not listed as in scope	<p>Microsoft will not perform migrations of:</p> <ul style="list-style-type: none"> • Phone system migration and audio conferencing: Calling plans and phase numbers, direct routing configurations, audio attendants and clouds queues, or audio conferencing. • Application and channel tabs: Teams applications, bots, rich card attachments, and code snippets • Private chat: 1:1 and group conversations under the Chat tab will not be available in the target Teams client, but will be migrated to a folder within the target mailbox, and therefore discoverable. • Meetings: Teams meetings and meeting recordings in Microsoft Stream • Team Assets: Wiki selections and pages, email attachments

2. Project approach, timeline, and deliverable acceptance

2.1. Approach

The project will be structured following the Online Solution Lifecycle delivery methodology and will consist of four distinct phases: Assess, Remediate, Enable, and Migrate. Each phase has distinct activities and work products that are described in the following sections.



The activities for each in-scope project component will be organized into these phases, and components will generally progress through project phases together. The Assess phase activities for most components, for example, will be completed before the project proceeds to the Remediate phase, and the Remediate phase activities for most components will be completed before the project proceeds to the Enable phase. Microsoft reserves the right to delay the start of individual project components, when necessary, for the purposes of work prioritization or staffing optimization, where this is deemed necessary prior notice will be provided. During the Assess phase, a project plan will be produced that documents the detailed delivery schedule for this engagement.

2.1.1. Engagement Initiation

Before beginning the project and dispatching resources, the following prerequisites must be completed, remotely where applicable.

Category	Description
Microsoft activities The activities to be performed by Microsoft	<ul style="list-style-type: none"> Conduct an initiation call to commence team formation and communicate expectations. Document the project launch prerequisites using input from this SOW. Track the status of prerequisites and adjust the Engagement Initiation phase start date accordingly. Conduct a detailed walk-through of the SOW with the Customer in order to agree on an initial project schedule and approach.
UKHSA activities The activities to be performed by the Customer	<ul style="list-style-type: none"> Attend and participate in the initiation call. Assign responsibilities for project initiation, launch prerequisites to accountable Customer resources, and establish target completion dates. Complete the project initiation and launch prerequisites. Staff the project with the required Customer resources in the time frames that were agreed upon in the initiation call.

2.1.2. General project activities

The following table describes the general activities for the project, organized by phase. These activities will be combined with the activities defined for in-scope [project components](#) to establish the overall project approach.



Category	Description
Microsoft activities The activities to be performed by Microsoft	<p>Assess phase</p> <ul style="list-style-type: none"> • Prepare for, and conduct, the project kickoff meeting. • Document, discuss, and review conditions of satisfaction and define critical success factors of the project. • Create a risks, actions, issues, decisions (RAID) log and review it with the Customer. • Generate a project communication matrix that can be used to identify meeting cadence, key stakeholders, and the general communication strategy. • Create a preliminary project status report to review with the Customer Project Manager and refine as necessary based on that person's input. • Deliver workshops and complete other Assess phase activities for in-scope components as defined in Project components and work products section. • Produce a preparation checklist that details the tasks that are needed to complete the in-scope Enable phase activities, including the resources that must be procured by the Customer. • Produce design and plan documentation. • Produce a project plan for Microsoft project activities for this engagement. <p>Remediate phase</p> <ul style="list-style-type: none"> • Generate a weekly project status report and facilitate project status review meetings with the project team. • Provide technical guidance and assistance, and answer questions during the Customer-led completion of identified preparation tasks. • Provide input on user communications related to the project. <p>Enable phase</p> <ul style="list-style-type: none"> • Produce test cases that will be used to validate the implemented Solution functions as designed. • Complete Enable phase activities for in-scope components as defined in Project components and work products section. • Complete in-scope testing for the project. • Produce delivery summary documentation for the project. <p>Migrate phase</p> <ul style="list-style-type: none"> • Complete Migrate phase activities for in-scope components, as defined in Project components and work products section.



Category	Description
UKHSA activities The activities to be performed by the UKHSA	<p>Assess</p> <ul style="list-style-type: none"> • Provide project manager resources to work with the Microsoft project manager and manage Customer resources and assigned project activities. • Manage scheduling and logistics for project workshops. • Provide project resources and subject matter experts (SMEs) to participate in workshops and follow-up meetings. • Review the high-level project plan. • Make necessary design and planning decisions in a timely fashion to facilitate completion of the Assess phase within the timelines documented in Timeline section. • Review the RAID log with the Microsoft project manager and assign appropriate resources to actions, issues, and risks. • Develop a project communication matrix. • Provide templates or review existing templates that will be used for weekly status reports and steering committee reports. • Review all Assess phase work products. • Produce and manage the project plan for Customer project activities. <p>Remediate</p> <ul style="list-style-type: none"> • Complete all tasks identified in the preparation checklist and procure all required resources for the project within the timelines established for remediation, as documented in General project scope section. • Update the project plan with updates to project activities and status received from Customer project team members. • Assist in facilitating weekly project status review meetings. • Prepare user communications for the project. <p>Enable</p> <ul style="list-style-type: none"> • Provide required production access to Microsoft resources or resources who can work alongside Microsoft to facilitate completion of in-scope implementation tasks. • Update the project plan with status received from Customer project team members. • Review test cases and other Enable phase project work products. • Participate in in-scope testing for the project and complete any testing activities assigned to the Customer. • Assist in facilitating weekly project status review meetings. • Manage the change management process to facilitate timely completion of production implementation tasks.



Category	Description
	<ul style="list-style-type: none"> Take ownership of the solution for ongoing management and support. Manage all end-user communications associated with implementation tasks. <p>Migrate</p> <ul style="list-style-type: none"> Manage scheduling and end-user communications for in-scope Migrate phase activities.
Key assumptions	<ul style="list-style-type: none"> If the defined duration or effort for remediation is exhausted before the completion of critical path (blocking) remediation and preparation tasks, a change will be submitted following the Change management process in order to adjust project scope, timeline, and cost as necessary. The Customer will make all necessary design and planning decisions during the Assess phase of the project. Acceptance of the Design and Plan deliverable constitutes finalization of all options for implementation. Changes to Customer decisions after deliverable acceptance will be subject to a project change request.

General project component work products:

Microsoft will produce the following project work products that include content from in-scope project components in the phases shown. Not all components will be covered in all work products, and [Project components](#) section documents how each component will be covered in these project work products. Work products will either be prepared as combined documents with content for all in-scope components, or multiple component-specific instances of these work products will be produced. During the Assess phase of the project, Microsoft and the Customer will mutually agree on a consolidated or per- component deliverable structure and then use that structure for all deliverable acceptance.

Additional component-specific work products may be produced for the project and any such work products are described in section [Project components and work products](#).

2.1.3. Project components and work products

The following subsections describe the activities for in-scope project components, organized by overall project phase. These activities will be combined with the [general project activities](#) to establish the overall project approach. The unique work products for each component, and the project work products to which each component contributes, are also described below.



Microsoft 365 Migration Planning for Merger, Acquisition, or Divestiture (MAD-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	Assess <ul style="list-style-type: none"> Complete the automated discovery of service usage information in the in-scope environment(s)—running Microsoft-supplied scripts or guiding the Customer through the running of said scripts. Conduct interviews, as necessary and at Microsoft discretion, to augment or refine information gathered through automated discovery to facilitate migration planning. Assess service usage information to determine feasibility of migration to a target Microsoft 365 tenant. Conduct a migration planning workshop, limited to 16 hours in total duration per in-scope target environment, to review service usage information and assessment findings with the Customer; facilitate decision-making related to the services that will be included in the scope of migration; and establish the integration design and migration plan.
UKHSA activities The activities to be performed by the UKHSA	Assess <ul style="list-style-type: none"> Provide Microsoft with the permissions necessary to run discovery scripts on in-scope source environments or alternatively, run those scripts with guidance from Microsoft. Participate in interviews needed to augment discovered information and answer questions related to service usage and configuration. Participate in the migration planning workshop and make decisions required for completion of the migration plan.
Project work products Content for this project component will be included in these project work products	<ul style="list-style-type: none"> Design and plan Preparation checklist

Exchange Migration Between Tenants (EMT-01)

Category	Description
Microsoft activities The activities to be performed by Microsoft	Assess <ul style="list-style-type: none"> Conduct a workshop—of up to 4 hours—to gather requirements, and information about the current environment and necessary Customer decisions.



Category	Description
	<ul style="list-style-type: none"> Design the Exchange coexistence and migration solution. <p>Remediate</p> <ul style="list-style-type: none"> If necessary, attend meetings with the team responsible for inter-forest synchronization to clarify requirements and answer questions. Provide general guidance to the Customer on migration scheduling. <p>Enable</p> <ul style="list-style-type: none"> Produce test cases that will be used to validate that the solution functions as designed. Configure the migration tool. Perform a one-time scripted transfer of cloud-based distribution groups, users, and contacts from source to target tenant. Complete validation testing for the solution using test mailboxes. Prepare the migration team to complete mailbox migrations based on the defined schedule. Migrate Perform preflight checks for all mailbox migrations and report errors to the Customer for remediation. Create mailbox migration jobs for data prestaging in the target tenant. For the in-scope number of migration weeks, complete a single event on a business day to complete mailbox cutovers using the schedule provided by the Customer; assist with Tier-3 support.
<p>UKHSA activities The activities to be performed by the UKHSA</p>	<p>Assess</p> <ul style="list-style-type: none"> Participate in the workshop, communicate requirements, provide current environmental information, and make design decisions. If necessary, plan for inter-forest synchronization that meets the requirements set by Microsoft for the solution. Microsoft might be contracted separately to perform this work. <p>Remediate</p> <ul style="list-style-type: none"> If necessary, implement inter-forest synchronization that meets the requirements provided by Microsoft for the solution. Microsoft might be contracted separately to perform this work.



Category	Description
	<ul style="list-style-type: none"> • Provide criteria that can be used to map users between source and target environments or alternatively provide a mapping file. • Create the mailbox migration schedule. <p>Enable</p> <ul style="list-style-type: none"> • Assist Microsoft, as necessary, during production implementation tasks. • Participate in solution validation testing. • Finalize the mailbox migration schedule prior to the start of the Migrate phase. • Migrate • Remediate any preflight errors identified by Microsoft that are not associated with in-scope activities. • Manage all user communication associated with the migration. • Provide all Tier 1 and Tier 2 support associated with the migration, and work with Microsoft on any Tier-3 problems that have been identified. • Manage the updates to Outlook profiles and user mobile devices in coordination with the migration.
<p>Project work products</p> <p>Content for this project component will be included in these project work products</p>	<ul style="list-style-type: none"> ▪ Preparation checklist ▪ Design and plan ▪ Delivery summary

OneDrive Migration Between Tenants (ODT-01)

Category	Description
<p>Microsoft activities</p> <p>The activities to be performed by Microsoft</p>	<p>Assess</p> <ul style="list-style-type: none"> • OneDrive content migration assessment • Configure the migration tool. • Collect data for the content migration assessment using OneDrive usage reports and the migration tool. • Collect data through a 4-hour workshop for service configuration and governance policies. • Identify items that need to be addressed in the Remediate phase. • Identify issues that need to be addressed in the migration plan. • Create staged content and cutover plan.



Category	Description
	<p>Remediate</p> <ul style="list-style-type: none"> • Provide general guidance and answer questions during the Customer-led completion of identified preparation tasks. • Provide general guidance to the Customer on migration scheduling. <p>Enable</p> <ul style="list-style-type: none"> • Prepare the content migration environment. • Configure migration tools. • Conduct weekly 30-minute meetings with the Customer's project team to review staging status. • Validate that users can sign into the tenant and verify that content can be migrated to the new Office 365 tenant. • Perform staging content migrations that include: • Use of the specified migration tool to migrate content from the default primary document library in the source OneDrive drive to the target tenant. • Configure staging waves to migrate content based on the identified migration schedule. <p>Migrate</p> <p>Perform incremental and final sync content migrations that include:</p> <ul style="list-style-type: none"> • Performing incremental migrations starting on Fridays during the Migrate phase. • Locking the source drives after the migration. • Reporting of migration outcomes. • Daily 30-minute meetings with the Customer's project team to review migration status. • Preparation of a migration status report for each cutover event.
<p>UKHSA activities</p> <p>The activities to be performed by the UKHSA</p>	<p>Assess</p> <ul style="list-style-type: none"> • Provision required migration accounts with SharePoint Online administrator privileges and provide credentials to the Microsoft team. • Grant permissions to the Migration tool. • Provide OneDrive storage usage reports at the user level. • Provide architectural input in all phases of the engagement. • Review the design and plan documentation. • Provide access to the source tenant (or tenants). • Attend working sessions to review and define the migration plan.



Category	Description
	<ul style="list-style-type: none"> Provide a Subject Matter Expert (SME) to provide insight on any anomalies regarding OneDrive content. <p>Enable</p> <ul style="list-style-type: none"> Prepare a client reconfiguration plan if not defined in scope elsewhere in this SOW. Test, with Microsoft assistance, the user cutover process. <p>Migrate</p> <ul style="list-style-type: none"> Coordinate with the Microsoft migration team. Complete end-user communications, documentation, training, and change management. Provide updated storage usage reports as required by the Microsoft migration team.
Key assumptions	<p>Migrate</p> <ul style="list-style-type: none"> 1 staging migration and 1 incremental migration has been estimated for each OneDrive. User cutover events and the staging of content for future cutovers will occur in parallel. Post-staging data change rates may affect the cutover event schedule.
<p>Project work products</p> <p>Content for this project component will be included in these project work products</p>	<ul style="list-style-type: none"> Preparation checklist Design and plan Delivery summary

Microsoft Teams Migration Between Tenants (TMT-01)

Category	Description
<p>Microsoft activities</p> <p>The activities to be performed by Microsoft</p>	<p>Assess</p> <ul style="list-style-type: none"> Set up and run BitTitan and Quest tools to conduct discovery against in-scope source tenant(s). Conduct interviews, as necessary and at Microsoft discretion, to augment or refine information gathered through automated discovery to facilitate assessment for migration. Analyze gathered information, create an assessment findings document, and review findings with the Customer. Conduct a migration planning workshop, up to 4 hours in duration, to gather requirements and make decisions. <p>Enable</p>



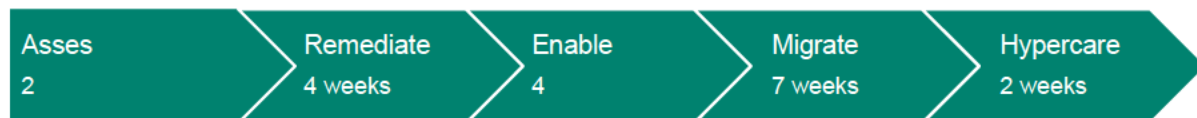
Category	Description
	<ul style="list-style-type: none"> Deploy and configure the migration environment and migration tools. <p>Migrate</p> <ul style="list-style-type: none"> Perform preflight checks for Teams migrations and report remaining errors to the Customer for remediation. Create and run Teams provisioning and migration jobs. Optionally post notifications and lock source team content, as appropriate, to prevent ongoing changes after migration. For the in-scope number of migration weeks, complete a single event on a business day to complete Teams migration cutovers using the schedule provided by the Customer, aiding with Tier-3 support. Prepare for and execute all in-scope weekend migration events and provide Tier-3 support, for the 3 business days following each event. Provide up to 2 weeks of fixed-duration support after the completion of all migration activities.
<p>UKHSA activities The activities to be performed by the UKHSA</p>	<p>Assess</p> <ul style="list-style-type: none"> Finalize ownership for in-scope teams based on information from the source tenant. <p>Remediate</p> <ul style="list-style-type: none"> Remediate migration readiness issues identified in the Assessment. <p>Enable</p> <ul style="list-style-type: none"> Provide the access required in the source and target Microsoft Teams tenants to facilitate migration based on guidance from Microsoft. Validate that all users who will hold membership in migrated teams are provisioned in the target tenant 2 weeks prior to the start of migration. Finalize notification messages to be posted to source channels upon cutover. Create the Teams migration schedule. <p>Migrate</p> <ul style="list-style-type: none"> Remediate any preflight errors identified by Microsoft that are not associated with in-scope activities. Manage all-user communication associated with the migration.



Category	Description
	<ul style="list-style-type: none"> Provide all Tier 1 and Tier 2 support associated with the migration, and work with Microsoft on any Tier 3 problems that have been identified.
Key assumptions	<ul style="list-style-type: none"> Microsoft will provision team and channel structures in the target tenant, up to 2 weeks prior to cutover, to facilitate prestaging. Changes made to the Team and channel structures after this date might not be migrated to the target tenant. Any new messages added in the source after cutover will not be migrated.
Project work products Content for this project component will be included in these project work products	<ul style="list-style-type: none"> Preparation checklist Design and plan Delivery summary

2.2. Timeline

During project planning, a detailed timeline will be developed. The following timeline is a high-level representation. All dates and durations are relative to the project start date and are estimates only. If the project timeline changes significantly, a change request may be issued following the change management process described in this SOW.



2.3. Project governance

The governance structure and processes the team will adhere to for the project are described in the following sections.

2.3.1. Project communication

The following will be used to communicate during the project.

- Communication plan:** This document will describe the frequency, audience, and content of communication with the team and stakeholders. It will be developed by Microsoft and the Customer as part of project planning.
- Status reports:** The Microsoft team will prepare and issue regular status reports to project stakeholders per the frequency defined in the communication plan.



- **Status meetings:** The Microsoft team will schedule regular status meetings, per the frequency defined in the communication plan, to review the overall project status, acceptance of deliverables, and to review open issues and risks.

2.3.2. Risk and issue management

The following general procedure will be used to manage active project issues and risks during the project.

- **Identify:** Identify and document project issues and risks (potential issues that could affect the project).
- **Analyze and prioritize:** Assess the potential impact and determine the highest priority risks and issues that will be actively managed.
- **Plan and schedule:** Determine the strategy for managing priority risks and issues, and identify a resource who can take responsibility for mitigation and remediation.
- **Track and report:** Monitor and report the status of risks and issues that the team is unable to resolve.
- **Escalate:** Escalate to project sponsors the high impact issues and risks that the team is unable to resolve without assistance.
- **Control:** Review the effectiveness of risk and issue management

actions. Active issues and risks will be regularly monitored during the project.

2.3.3. Change management process

During the project, either party is able to request modifications to the services described in this SOW. These changes take effect only when the proposed change is agreed upon by both parties. The change management process steps are:

- **The change is documented:** Microsoft will document all change requests in a Microsoft change request form. The change request form includes:
 - A description of the change.
 - The estimated effect of implementing the change, including the impact on the project scope, schedule, and fees.
- **The change is submitted:** Microsoft will provide the change request form to the Customer.
- **The change is accepted or rejected:** The Customer will have three business days to confirm the following to Microsoft:
 - Acceptance—the Customer must sign and return the change request form.
 - Rejection—if the Customer does not want to proceed with the change or does not provide an approval within three business days, no changes will be performed.

Any delays due to Customer dependencies, deliverables, or changes in listed assumptions or scope may impact project schedule, effort, and cost and will be managed by the change management process outlined in this section.

2.3.4. Escalation path

The Microsoft project manager will work closely with the Customer project manager, sponsor, and other designees to manage project issues, risks, and change requests as described previously. The Customer will



provide reasonable access to the sponsor or sponsors in order to expedite resolution. The standard escalation path for review, approval, or dispute resolution is as follows:

- Project team member (Microsoft or the Customer)
- Project manager (Microsoft and the Customer)
- Microsoft delivery management executive
- Microsoft and the Customer project sponsor

2.4. Project completion

Microsoft will provide services defined in this SOW to the extent of the fees available and the terms specified in the WO. If additional services are required, the change management process will be followed, and the contract modified. The project will be considered complete when at least one of the following conditions has been met:

- All fees available have been utilized for services delivered and expenses incurred.
- The term of the project has expired.
- All Microsoft activities and in-scope items have been completed.
- The Work Order has been terminated.

3. Project organization

3.1. Project roles and responsibilities

The key project and leadership roles and responsibilities are as follows.

Customer

Role	Responsibilities
Project sponsor	<ul style="list-style-type: none"> ▪ Estimated project commitment: ½ day per week ▪ Make key project decisions. ▪ Serves as a point of escalation to support clearing project roadblocks.
Project manager	<ul style="list-style-type: none"> ▪ Estimated project commitment: 1-2 days per week ▪ Serves as the primary point of contact for the Microsoft team. ▪ Manages and coordinates the overall project to deliver it according to schedule. ▪ Take responsibility for Customer resource allocation, risk management, project priorities, and communication with executive management.
Technical team lead	<ul style="list-style-type: none"> ▪ Estimated project commitment: 2-3 days per week ▪ Serves as the primary technical point of contact for the team. ▪ Takes responsibility for technical architecture and code deliverables.
Lead business analyst	<ul style="list-style-type: none"> ▪ Estimated project commitment 2-4 days per week



Role	Responsibilities
	<ul style="list-style-type: none"> Serves as the primary functional point of contact for the team responsible for functional business analysis.

Microsoft

Role	Responsibilities
Delivery management executive	<ul style="list-style-type: none"> Serves as the point of escalation to support clearing engagement roadblocks. Leads the executive steering committee with the Microsoft project manager.
Microsoft project manager	<ul style="list-style-type: none"> Serves as the primary point of contact and takes accountability for service delivery. Manages and coordinates the overall Microsoft project delivery. Serves as the point of contact for contract extensions, personnel matters, and billing. Takes responsibility for issue and risk management, change management, project priorities, status communications, and status meetings. Coordinates Microsoft and Microsoft subcontractor resources, but not Customer resources. Takes responsibility for capturing and managing success expectations. <p>Note: Project management may be delivered remotely.</p>
Microsoft lead architect	<ul style="list-style-type: none"> Designs the overall solution. Provides guidance based on Microsoft-recommended practices.
Consultant	<ul style="list-style-type: none"> Provides technical advice and guidance for in-scope Microsoft products and technologies based on Microsoft-recommended practices. Helps develop and build technical solutions. Helps develop architectural designs. Helps prepare and deliver technical presentations to the Customer.

4. Customer responsibilities and project assumptions

4.1. Customer responsibilities

In addition to UKHSA activities defined elsewhere in this SOW, UKHSA will also be required to:

- Provide information:
 - This includes accurate, timely (within three business days or as mutually agreed upon), and complete information required for the engagement.
- Provide access to people and resources.



- This includes access to knowledgeable Customer personnel, including business user representatives, and access to funding if additional budget is needed to deliver the project scope.
- Provide access to systems.
 - This includes access to all necessary Customer work locations, networks, systems, and applications (remote and on site).
- Provide a work environment.
 - This consists of suitable workspaces, including desks, chairs, and Internet access.
- Manage non-Microsoft resources.
 - The Customer will assume responsibility for the management of all Customer personnel and vendors who are not managed by Microsoft.
- Manage external dependencies.
 - The Customer will facilitate any interactions with related projects or programs to manage external project dependencies.

4.2. Project assumptions

The project scope, services, fees, timeline, and detailed solution are based on the information provided by the Customer to date. During the project, the information and assumptions in this SOW will be validated, and if a material difference is present, this could result in Microsoft initiating a change request to cover additional work or extend the project duration. In addition, the following assumptions have been made.

- Workday:
 - The standard workday for the Microsoft project team is between 8 AM and 5 PM, Monday through Friday.
- Standard holidays:
 - Observance of consultants' country-of-residence holidays is assumed and has been factored into the project timeline.
- Remote work:
 - The Microsoft project team may perform services remotely.
 - If the Microsoft project team is required to be present at the Customer location on a weekly basis, resources will typically be on site for three nights and four days, arriving on a Monday and leaving on a Thursday.
- Language:
 - All project communications and documentation will be in English Local language support and translations will be provided by the Customer.
- Staffing:
 - If necessary, Microsoft will make staffing changes. These can include, but are not limited to, the number of resources, individuals, and project roles.
 - The mobilization of Microsoft resources will take at least 4-6 weeks from the date of GCloud contract signature.
 - Microsoft will engage specific resources as deemed necessary by Microsoft to support a specific technical area. This could require the engagement of multiple individuals to support the engagement, based on technical specialty.



- The number of hours per role are estimated for this project and the actual number of hours by role may vary during the project life but will be monitored by Microsoft project team members. Significant variations in estimated hours should be managed using the change management process.
- Informal knowledge transfer:
 - Customer staff members who work alongside Microsoft staff will be provided with information knowledge transfer throughout the project. No formal training materials will be developed or delivered as part of this informal knowledge transfer.
- The Customer agrees that Microsoft, under this WO, may associate the Customer's online services with Professional Services accounts through configuration of the Customer's subscriptions or Azure resources.