



## G-Cloud 13 Call-Off Contract

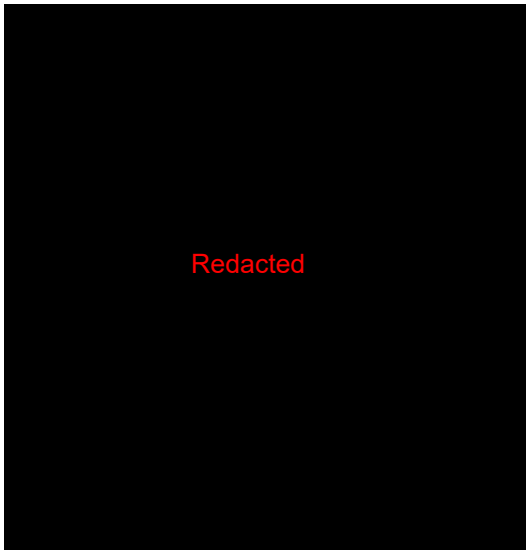
This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

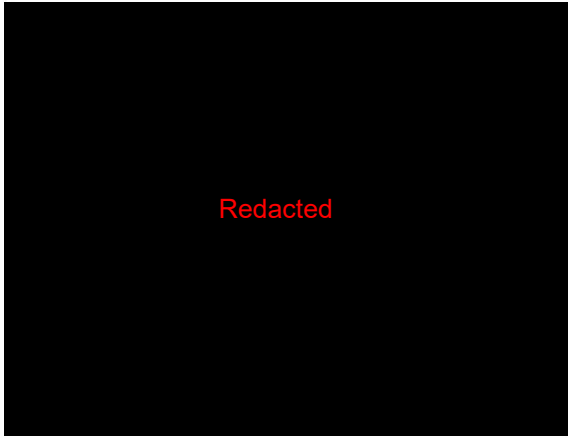
### **G-Cloud 13 Call-Off Contract**

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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.

|                                      |   |
|--------------------------------------|---|
| <b>Platform service ID number</b>    | 638254735621787   |
| <b>Call-Off Contract reference</b>   | TIS0579   |
| <b>Call-Off Contract title</b>       | Provision of Modern Workplace Technology Network Management Services  |
| <b>Call-Off Contract description</b> | Provision of Modern Workplace Technology Network Management Services as a Service to The Insolvency Service |
| <b>Start date</b>                    | 24 <sup>th</sup> November 2023  |
| <b>Expiry date</b>                   | 36 months from start date with the option of a 12-month extension.  |
| <b>Call-Off Contract value</b>       | <br>Redacted            |

|                              |   |
|------------------------------|---|
|                              |  Redacted |
| <b>Charging method</b>       | 30 days from receipt of a valid invoice.  |
| <b>Purchase order number</b> | To be confirmed by the Buyer post Contract signature.                                       |

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.

|                       |  |
|-----------------------|--|
| <b>From the Buyer</b> | The Insolvency Service 3 <sup>rd</sup> Floor Cannon House 18 Priory Queensway Birmingham B4 6FD. |
|-----------------------|--|

|                               |   |
|-------------------------------|---|
| <b>To the Supplier</b>        | <div data-bbox="502 280 1032 828"><b>Redacted</b></div> |
| <b>Together the 'Parties'</b> |   |

Principal contact details

**For the Buyer:**

**Redacted**

**For the Supplier:**

**Redacted**



## Call-Off Contract term

|                             |   |
|-----------------------------|---|
| <b>Start date</b>           | <p>This Call-Off Contract Starts on <b>24<sup>th</sup> November 2023</b> and is valid for <b>36 months</b>, expiring <b>23<sup>rd</sup> November 2026</b>.</p> <p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier One (1) month written notice before its expiry.</p>   |
| <b>Ending (termination)</b> | <p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90 Working Days</b> 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 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>  |
| <b>Extension period</b>     | <p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier One (1) month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</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><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></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.

|                                  |  |
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| <b>G-Cloud Lot</b>               | <p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> <li>• Lot 2: Cloud software</li> </ul>  |
| <b>G-Cloud Services required</b> | <p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> <li>• Asset and Device Management</li> <li>• LAN Services</li> <li>• WLAN Services</li> <li>• Internet Connectivity</li> <li>• WAN Services</li> <li>• Network Service Management</li> </ul> <p>A detailed list of these services can also be found in the <i>MWT NMS Clarification Response Book - APRIL 23 v2</i> document as well as Schedule 1 of this agreement.</p> |
| <b>Additional Services</b>       | <p>If there is a requirement for additional works within the scope of the original Agreement these will be subject to agreement between the Parties via the Variation Process (Clause 32) of call-off form. There is no commitment from either Party at the point of signature of this Agreement.</p>  |
| <b>Location</b>                  | <p>The Services will be delivered to The Buyer's address: The Insolvency Service 3rd Floor Cannon House 18 Priory Queensway Birmingham B4 6FD</p> <p>All services shall be delivered from the UK unless prior approval has been sought and granted in advance in writing by the Buyer to do otherwise. Any equipment that may be provided by the</p>   |

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|                                 | Buyer to the Supplier during the life of the contract for the delivery of the services shall not be taken outside the UK.  |
| <b>Quality Standards</b>        | The quality standards required for this Call-Off Contract are stipulated in the G Cloud 13 Framework Agreement RM1557.13.  |
| <b>Technical Standards:</b>     | The technical standards used as a requirement for this Call-Off Contract are stipulated in the G Cloud 13 Framework Agreement RM1557.13.   |
| <b>Service level agreement:</b> | The service level and availability criteria required for this Call-Off Contract are located in the <span style="background-color: black; color: red;">Redacted</span> Document which is included in the Appendix section.  |
| <b>Onboarding</b>               | <p>The <b>draft</b> onboarding plan for this Call-Off Contract is described below.</p> <p><b>Project Kick-off Meeting (1 week)</b></p> <ul style="list-style-type: none"> <li>• Discuss the transition process with the Buyer and the Supplier.</li> <li>• Establish communication channels, discuss timelines, and expectations.</li> <li>• Discuss draft high-level offboarding plan.</li> <li>• Team role explanations and introductions.</li> </ul> <p><b>Off-boarding Plan Development (3 weeks)</b></p> <ul style="list-style-type: none"> <li>• Develop an offboarding plan based on the input from the Insolvency Service.</li> <li>• The plan will cover all aspects of the transition, including knowledge transfer, handover of network management responsibilities, and support during the transition period.</li> <li>• The plan will focus on supporting the SIAM at contract end.</li> </ul> <p><b>Document Preparation (2-3 weeks)</b></p> <ul style="list-style-type: none"> <li>• Arrange meeting with the Incumbent Service Provider to discuss their offboarding process.</li> <li>• Prepare all necessary documentation for a new project,</li> </ul> |

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|  | <p>this includes but is not limited to:</p> <ul style="list-style-type: none"> <li>○ SLAs</li> <li>○ Service contracts</li> <li>○ Project Initiation Document (PID)</li> <li>○ Network architecture diagrams</li> <li>○ Asset registers</li> </ul> <ul style="list-style-type: none"> <li>• Update and accurate maintenance of all network documents, designs , HLDs, LLDs, configuration documents and for those to be readily available IP free to the Buyer. These are to be maintained throughout the duration of the contract by the Supplier.</li> </ul> <p><b>Scope &amp; Estate Validation (2-3 weeks)</b></p> <ul style="list-style-type: none"> <li>• Arrange for engineers from the Service Provider to visit each operating site identified in the Statement of Requirements.</li> </ul> <p><b>Gradual Transfer of Responsibilities (3 months)</b></p> <ul style="list-style-type: none"> <li>• Begin the gradual transition of responsibilities from the Incumbent Service Provider.</li> <li>• This should be done in stages to minimise disruption.</li> <li>• The incumbent supplier should remain available to provide support as needed during this period.</li> <li>• This period will be the Servicing Pilot Period – while standard SLA and service credit agreements will be in place, there will be no penalties to The Service Provider during this transitional period.</li> <li>• Monthly, or as required, meetings will be held to evaluate performance (service reviews).</li> </ul> <p><b>Post-Onboarding Review (1-2 weeks)</b></p> <ul style="list-style-type: none"> <li>• Finalise and confirm all services are stable and functioning as expected.</li> <li>• Standard SLA and service credit regimes commence.</li> <li>• Pilot-period wash up meeting and lessons learned.</li> <li>• Identify any areas for improvement that can be applied to ongoing services.</li> </ul> <p>Please note that this is a high-level plan, and the durations for each step are estimates. The actual plan would need to be customised based on the size and complexity of the network and the specific requirements of the Insolvency Service and the incoming provider.</p> <p><b>High-Level Summary</b></p> |
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|                    | <ul style="list-style-type: none"> <li>• Initial Assessment and Planning: 1-2 months</li> <li>• Transition and Implementation: 2-4 months (depending on complexity and Incumbent Service Provider cooperation)</li> <li>• Service Commencement and Monitoring: Ongoing from the completion of the transition</li> <li>• Continuous Improvement and Optimisation: Ongoing throughout the contract period</li> </ul>  |
| <b>Offboarding</b> | <p>Offboarding shall take place in accordance with the offboarding provisions contained within the Exit Plan, as required to be provided by the Supplier (Clause 21 of this agreement).</p> <p>Exit Plan timescales are in accordance with Statement of Requirements, i.e.</p> <ul style="list-style-type: none"> <li>• Milestone 1 - Draft Exit Plan within 20 (twenty) working days of contract signature.</li> <li>• Milestone 2 - Final Exit Plan within 60 (sixty) working days of contract signature.</li> </ul> <p>The <b>draft</b> offboarding plan for this Call-Off Contract is described below. All timelines start from formal notification from the Buyer, although informal, exploratory discussions may happen before this time.</p> <p>Following the formal notification, the offboarding project will start on a six-month period with the intention to have fully offboarded from SLC at the end of the six months. However, if this is unsuccessful, the plan will transition into a rolling 1-month period. The offboarding must be completed within 12 months total.</p> <p>Estimates are subject to change due to external influence outside of the scope of The Service Provider, and requirements change during the life of the project. This offboarding plan is intended to support the SIAM.</p> <p><b>Kickoff Meeting (1-2 weeks)</b></p> |

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|  | <ul style="list-style-type: none"><li>• Discuss the transition process with the Insolvency Service and the new incoming service provider.</li><li>• Establish communication channels, discuss timelines and expectations.</li><li>• Create a high-level offboarding plan.</li><li>• Quarterly meetings commence with all stakeholders.</li></ul> <p><b>Offboarding Plan Development (1-2 weeks)</b></p> <ul style="list-style-type: none"><li>• Develop a detailed offboarding plan based on the input from the Insolvency Service and requirements from the incoming provider.</li><li>• The plan should cover all aspects of the transition, including knowledge transfer, handover of network management responsibilities, and support during the transition period.</li></ul> <p><b>Document Preparation (2-3 weeks)</b></p> <ul style="list-style-type: none"><li>• Prepare all necessary documentation for the incoming provider.</li><li>• This includes network diagrams, equipment inventories, configuration files, software licenses, and service contracts.</li><li>• Review and collate all documents to reflect the current state of the network and ensure compatibility with incoming supplier document management system.</li></ul> <p><b>Knowledge Transfer (3-4 weeks)</b></p> <ul style="list-style-type: none"><li>• Organise workshops or training sessions to transfer knowledge to the incoming provider.</li><li>• Review any non-standard procedures, software, or equipment with the incoming provider.</li><li>• Respond to any queries from the incoming provider to ensure they fully understand the network and its unique characteristics.</li></ul> <p><b>Gradual Transfer of Network Management Responsibilities (2-3 weeks)</b></p> <ul style="list-style-type: none"><li>• Begin the gradual transition of network management responsibilities to the incoming provider.</li><li>• This should be done in stages to minimise disruption.</li><li>• The supplier should remain available to provide support as needed during this period.</li></ul> |
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|                                       | <p><b>Finalisation of Offboarding &amp; Support During Transition (2-3 weeks)</b></p> <ul style="list-style-type: none"> <li>• Complete the handover of all network management responsibilities to the incoming provider.</li> <li>• Continue to provide support during the initial period of the transition.</li> <li>• Ensure that the incoming provider has all the information and resources they need to manage the network effectively.</li> </ul> <p><b>Post-Offboarding Review (1-2 weeks)</b></p> <ul style="list-style-type: none"> <li>• After the transition period, conduct a post-offboarding review.</li> <li>• Discuss the offboarding process with the Insolvency Service and the incoming provider.</li> <li>• Identify any areas for improvement that can be applied to future offboarding projects.</li> </ul> <p>Please note that this is a high-level plan, and the durations for each step are estimates. The actual plan would need to be customised based on the size and complexity of the network and the specific requirements of the Insolvency Service and the incoming supplier. All work is not immediately sequential (all work will be staggered throughout the final 12 months, planned to end at contract termination date).</p> |
| <p><b>Collaboration agreement</b></p> | <p>The Supplier commits to a collaborative approach with the Buyer and other third-party suppliers, acknowledging the Buyer's Service Integrator acting as a representative of the Buyer. This collaboration encompasses, among other things, but not limited to sharing pertinent asset information to be centrally stored in the Buyer's CMDB. Furthermore, the Supplier pledges to engage constructively within the Buyer's ecosystem.</p> <p>The Supplier acknowledges that it is intended that a formal SIAM Collaboration Agreement will be established and agreed with all ecosystem suppliers, via the SIAM process.</p> <p>Any impacts of the SIAM Collaboration Agreement on Schedule 3 of this Agreement shall be jointly impacted by the Parties and if necessary a contract variation shall be agreed in accordance with Clause 32 (Variation Process).</p>   |

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| <b>Limit on Parties' liability</b> | <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 <b>Redacted</b> per year.</p> <p>The annual 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 <b>Redacted</b> of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £50,000 or 15% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> |



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| <b>Insurance</b>                | <p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 2 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul> <p>The Required Insurances must remain in place for the Call Off Contract Term and be effective in each case not later than</p> <p>the date on which the relevant risk commences.</p>  |
| <b>Buyer's responsibilities</b> | <p>The Buyer is responsible for ensuring that all network asset (where relevant) is under vendor support for the duration of the contract.</p>   |
| <b>Buyer's equipment</b>        | <p>The Buyer's equipment to be used with this Call-Off Contract includes assets detailed in the MWT – Network Asset Inventory as supplied by INSS on 05/09/2023 as included within Appendix section.</p> <p>Following the Supplier's successful onboarding, a review will be undertaken and completed within 3-month of contract signing of the current asset inventory and a planned maintenance schedule will be provided to the Buyer.</p> <p>This plan includes:</p> <ol style="list-style-type: none"> <li>1. Up to date asset list: This plan shall identify each asset, its current condition, the recommended maintenance schedule, and any anticipated need for replacement over the term of this Agreement.</li> <li>2. Recommendation for replacements: Each recommendation of a replacement shall be supported by a rationale and timeline for the suggested replacement. The Supplier has already completed a review of the Buyer's existing asset list and identified the assets that</li> </ol> |

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|  | <p>will need replacing. Refer to Schedule 2 ("Network Asset Inventory Replacement Costs") on page 58 of this Agreement.</p> <p>3. Costs &amp; Alternative Quotes: For each recommended replacement, the Supplier shall provide a costed quote that includes parts, labour, and any other associated costs. The Buyer reserves the right to purchase replacement services, parts, or complete assets from other third-party vendors should the Supplier's cost estimates not be competitive, and the Buyer can purchase more favourably. In such cases, the Buyer shall notify the Supplier in writing, and the Supplier shall have the opportunity but not the obligation to match the third-party offer within 5 working days from receipt of the more favourable price.</p> <p>The Buyer shall ensure any hardware and software not purchased from the Supplier is genuine OEM and that any warranty is valid and supportable, only then will the Supplier support the install (at cost to the Buyer) and such hardware and/or software will fall under the supplier support model.</p> <p>All services shall be delivered from the UK unless prior approval has been sought and granted in advance in writing by the Buyer to do otherwise. Any equipment that may be provided by the Buyer to the Supplier during the life of the contract for the delivery of the services shall not be taken outside the UK.</p> |
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#### Supplier's information

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| <b>Subcontractors or partners</b> | N/A – No subcontractors will be used. |
|-----------------------------------|---------------------------------------|

#### 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.

|                               |  |
|-------------------------------|--|
| <p><b>Payment method</b></p>  | <p>The Insolvency Service has a No PO (Purchase Order) No PAY (Payment) policy. <a href="https://www.gov.uk/government/publications/finance-global-design-principles">Details on this</a> can be found at:</p> <p><a href="https://www.gov.uk/government/publications/finance-global-design-principles">https://www.gov.uk/government/publications/finance-global-design-principles</a></p> <p>All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid. A valid Supplier Invoice shall include the following:</p> <ol style="list-style-type: none"> <li>1. Valid Insolvency Service Purchase Order Number;</li> <li>2. Insolvency Service Contract Reference Number;</li> <li>3. Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.</li> </ol> <p>The Insolvency Service may make reasonable changes to its invoicing requirements during the Term by providing 30 calendar days written notice to the Supplier.</p> <p>Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.</p> <p>The payment method for this Call-Off Contract is BACS following submission of a valid invoice</p> <p>All payments are subject to approval of the Buyer.</p> |
| <p><b>Payment profile</b></p> | <p>The payment profile for this Call-Off Contract is <b>monthly</b> (payment for a particular month of service will be requested within the same month – e.g. January payment request for services covered in January).</p>  |

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| <b>Invoice details</b>                   | <p>The Supplier will issue electronic invoices monthly. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p>   |
| <b>Who and where to send invoices to</b> | <p>Invoices for payment only shall be sent to:</p> <p>payments@insolvency.gov.uk</p> <p>Note that for invoice queries only, you should contact the following:<br/> <a href="mailto:Transactional.Queries@insolvency.gov.uk">Transactional.Queries@insolvency.gov.uk</a></p> <p>Postal Invoices shall be sent to: The Insolvency Service Cannon House PO Box 16652 B2 2HR.</p>   |
| <b>Invoice information required</b>      | <p><b>The Insolvency Service has a No PO (Purchase Order) No PAY (Payment) policy. Details on this can be found at:</b><br/> <a href="https://www.gov.uk/government/publications/finance-global-design-principles">https://www.gov.uk/government/publications/finance-global-design-principles</a></p> <p><b>All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid. A valid Supplier Invoice shall include the following:</b></p> <ol style="list-style-type: none"> <li><b>4. Valid Insolvency Service Purchase Order Number;</b></li> <li><b>5. Insolvency Service Contract Reference Number;</b></li> <li><b>6. Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.</b></li> </ol> <p><b>The Insolvency Service may make reasonable changes to its invoicing requirements during the Term by providing 30 calendar days written notice to the Supplier.</b></p> <p><b>Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy. Those without a valid PO number may be returned to the</b></p> |

|                                       |   |
|---------------------------------------|---|
|                                       | <p><b>Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.</b></p>        |
| <p><b>Invoice frequency</b></p>       | <p>Invoice will be sent to the Buyer monthly within the same month of the service (e.g. January invoice for January service).</p> |
| <p><b>Call-Off Contract value</b></p> | <div>Redacted</div>   |

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|----------------------------------|---------------------|
| <b>Call-Off Contract charges</b> | Refer to Schedule 2 |
|----------------------------------|---------------------|

#### Additional Buyer terms

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| <b>Performance of the Service</b>  | <p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"><li>• As detailed in the <b>Supplier's</b> Network Services SLA document for the Services as listed in Schedule 1.</li></ul> |
| <b>Guarantee</b>                   | N/A   |
| <b>Warranties, representations</b> | N/A   |



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| <b>Supplemental requirements in addition to the Call-Off terms</b>             | <p>Within the scope of the Call-Off Contract, the Supplier shall</p> <ul style="list-style-type: none"><li>• Ensure that a Baseline Personnel Security Standard (BPSS) is undertaken for all supplier personnel and any subcontractors before any work is undertaken</li><li>• Ensure that a Security Check (SC) is undertaken for all supplier personnel who have access to significant amounts of INSS data before any work is undertaken if required.</li><li>• Ensure there is sufficient time to complete any security vetting processes.</li><li>• It is the responsibility of SLC to initiate the SC process, with INSS acting as sponsor.</li></ul> |
| <b>Alternative clauses</b>   | <p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>N/A</p>  |
| <b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b> | <p>All services shall be delivered from the UK unless prior approval has been sought and granted in advance by the Buyer to do otherwise. Any equipment that may be provided by the Buyer to the Supplier during the life of the contract for the delivery of the services shall not be taken outside the UK.</p> <p>Supplier will maintain all necessary software and patching schedule as agreed following contract signature and subsequent kick-off meeting. Patching schedule to be agreed within 3-month of contract signing.</p>   |

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| <b>Personal Data and Data Subjects</b> | Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1  |
| <b>Intellectual Property</b>           | In accordance with terms of this call-off contract agreement.  |
| <b>Social Value</b>                    | <p>The Supplier is fully dedicated to delivering more than just high-quality services through this contract; we are committed to creating tangible, measurable social value. Our approach focuses on a few key pillars: combating climate change through renewable energy initiatives, addressing economic inequality by adhering to Real Living Wage standards and sponsoring apprenticeships, promoting equal opportunity through unbiased recruitment and workforce diversity, and ensuring staff wellbeing with a holistic support framework.</p> <p>Each of these pillars will have specific, actionable targets to ensure we meet the social responsibilities tied to this contract. Through this multi-faceted strategy, we aim to contribute positively to our community and environment while setting new standards in corporate social responsibility</p> <p><b>Fighting Climate Change</b></p> <p><b>How:</b> The Supplier has made substantial commitments to environmental responsibility, as evidenced by our ISO 14001 certification and a nearly complete transition to renewable energy</p> <p>We prioritise renewable energy sources and have transitioned to being mostly paperless where possible. We have installed solar panels with storage batteries, and are awaiting planning permission to add more, to enhance energy efficiency and</p> |



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|  | <p>reduce environmental impact. Additionally, we have implemented automatic lighting systems and improved heating in our offices. As members of the SME Climate HUB, we actively contribute to the fight against climate change and aim to achieve net-zero emissions.</p> <p>Taking steps towards sustainable transportation, we have added electric vehicles to our fleet, reducing our reliance on petrol and diesel vehicles. Our fleet is now 90% electric and this transition lowers our carbon footprint and improves local air quality. We also run the Cycle2work scheme, having installed a cycle shelter and actively promote using bicycles for work.</p> <p>The Supplier will continue to commit to powering anything additional with renewable energy, and to work towards achieving net zero emissions.</p> <p><b>Target:</b> The Supplier is committed to achieving 100% renewable energy usage by 2050. The Supplier currently own 31 solar panels, and plans are underway to install an additional 18. Upon receiving planning permission from the local council, it is expected these 49 panels to supply 50% of total energy consumption.</p> <p><b>Tackling Economic Inequality</b></p> <p><b>How:</b> The Supplier is committed to social justice, exemplified by their Real Living Wage accreditation. All staff members, including those hired for this contract, will receive wages that meet Real Living Wage standards. In addition, a portion of the revenue from the contract will be designated to sponsor apprenticeships for economically disadvantaged individuals in the community. This provides not just jobs, but career development opportunities to those who need them the most.</p> <p>One of our key programs is the apprenticeship scheme, which provides young people in the community with valuable learning and skill development opportunities. We're delighted to have a high apprentice retention rate of over 90%, with many apprentices progressing into managerial roles.</p> <p><b>Target:</b> The Supplier commits to maintaining 100% compliance with Real Living Wage standards for all staff involved in the delivery of this contract for the duration of the Agreement. Moreover, the Supplier aims to sponsor a</p> |
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|  |  |
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|  | <p>minimum of two new apprenticeships within the first year of the contract, thereby providing tangible career pathways.</p> <p><b>Equal Opportunity</b></p> <p><b>How:</b> The Supplier is dedicated to fostering an inclusive work environment. The recruitment and selection processes has been be explicitly designed to be unbiased and will offer equal opportunity to all applicants. For example, the HR department removes applicant details from CV's received to remove any bias.</p> <p>Our existing apprenticeship scheme, which has successfully integrated young talent into the workforce, will be expanded to include roles specific to this contract.</p> <div data-bbox="574 846 1402 1066" style="background-color: black; color: red; text-align: center; padding: 10px;"><b>Redacted</b></div> <p><b>Target:</b> The objective is to continue to recruit and if any roles are necessary for this contract, we will aim to recruit a diverse workforce that is representative of the local community in terms of gender, ethnicity, and socioeconomic background.</p> <p><b>Wellbeing</b></p> <p><b>How:</b> Staff well-being is of utmost importance to the Supplier, as a positive work environment contributes to both productivity and morale. Existing corporate policies on flexible work arrangements, mental health support such as our employee assistance programme, and work-life balance will continue to be implemented within the team dedicated to this contract.</p> <p>We currently conduct staff reviews every other month, as well as ask for employee feedback on a regular basis, anonymising the responses for the senior management team.</p> <p>We provide an Employee Assistance Programme through a third party who provide a qualified counselling support service to our employees as they need it.</p> |
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|  | <p><b>Target:</b> Achieve a staff retention rate of at least 90% for those involved in this contract and continue to conduct regular staff and wellbeing reviews to gauge employee satisfaction.</p> <p><b>Community</b></p> <p>Lastly, one of the Suppliers core values is "To remember that success is a blessing and to honour our responsibility to give back to the community". As such, we are deeply committed to supporting our local community through various initiatives.</p> <p>We take pride in organising community events, offering complimentary telephony to charities and sponsoring local schools. Our goal is to create a positive work environment where employees can thrive.</p> <p style="text-align: center; color: red;">Redacted</p> |
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## 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.

|  |                  |                     |       |
|--|------------------|---------------------|-------|
|  | <b>Signed</b>    | Supplier            | Buyer |
|  | <b>Name</b>      | <div>Redacted</div> |       |
|  | <b>Title</b>     |                     |       |
|  | <b>Signature</b> |                     |       |
|  | <b>Date</b>      |                     |       |

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 14digit 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 licence 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-securityclassifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> 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/technologycode-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->

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

## 20. Notices

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

- Manner of delivery: 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 CallOff 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

The Services to be provided by the Supplier to the Buyer under this Call-Off contract are described below and will be covered by the Supplier from the point of service take-on if novated, un-novatable or new.

### Asset and Device Management

- Monitoring & alerting of all supported network infrastructure - switches, WLAN access points, internet circuits, security endpoints and any other devices that provide the Buyer with access to network resources situated on either LAN or internet devices.
- Warranty repair and replacement of all managed equipment, management of that process and tracking of all assets whether owned, purchased via The Supplier, or sourced by The Buyer from a third party.
- Lifecycle management of all devices to ensure firmware and updates are applied based on the UK Government Minimum Cyber Security Standard to ensure warranty validity and security. Supplier will maintain all necessary software and patching schedule as agreed following contract signature and subsequent kick-off meeting. Patching schedule to be agreed within 3-month of contract signing. Replacement of End of Life hardware via the Buyer's procurement process from the supplier.
- Security event management to ensure potential threats are detected and remediated, and unauthorised access, intrusion attempts, or other malicious activity is monitored and reported to SOC service.

### Local Area Network

- Maintain and manage the local cabling infrastructure at each INSS site providing seamless LAN connectivity for all network assets supporting 10/100/1000 port speeds, from the Buyer's ingress into the network, through to the Buyers end user devices or services.
- Management of all logical configurations for the LAN infrastructure, including any changes or updates required to maintain optimal performance and security. This is to include BAU changes, break/fix and project work that may require the input of the Supplier.
- Where possible and appropriate, ensure that all data transmitted and connections within the LAN is encrypted, authenticated, and secured using NCSC standards and guidance, adhering to the requirements G005-G014, N010, and the security policies outlined. Reference the *IS0579 MWT NMS Statement of Requirements G Cloud* APRIL 23 document which is part of this contract and is included in Appendix.

### Wireless Connectivity

- Maintain comprehensive coverage in all required areas as per heat map at each Buyer locations, conducting regular coverage surveys and relocating access points as needed to ensure optimal performance and connectivity for all end users.
- Maintain a high Quality of Service for the WLAN, ensuring that network performance is optimised and that users can access resources efficiently and reliably from WLAN devices. Quality of Service for the WLAN will be monitored and updated based on regular coverage surveys and relocating access points as needed to ensure optional performance and connectivity for all end users.
- Management of all logical configurations for the WLAN, including any changes or updates required to maintain optimal performance and security including software and firmware upgrades.
- Ensure end user devices automatically connect to the Wi-Fi network at all Buyer locations without user interaction, using ClearPass certification or a similar solution to streamline the connection process.
- Maintain the public access to the 'Gov Wi-Fi' for public/guest use. The Gov Wi-Fi service will not provide access to private resources such as printers or intranet services, ensuring the security of the Buyer's network. The Supplier shall liaise with the provider of the Gov Wi-Fi service as necessary to maintain access and authentication services, ensuring a seamless and secure guest Wi-Fi experience for the Buyer..

#### **Internet Connectivity from Buyer's Office Locations**

- Provide a stable point of egress for end-user devices using VPN, ensuring secure and seamless remote access to required resources.
- In accordance with requirement N007, we will facilitate internet access for end-user devices using guest WLAN services, providing secure and reliable connectivity for guests and visitors. Reference the *IS0579 MWT NMS Statement of Requirements G Cloud APRIL 23* document which is part of this contract.
- Internet connectivity services supported by the Supplier will serve as a bearer for WAN connectivity, ensuring efficient and secure communication between the sites. Suitable circuit bandwidth requirements, where required, will be scoped to meet the needs of the Buyer. See Schedule 2 for more information

#### **WAN Services**

- Management of all site internet circuits and associated contracts in accordance with requirement N008, ensuring that the WAN infrastructure is supported by reliable and cost-effective connectivity solutions. Reference the *IS0579 MWT NMS Statement of Requirements G Cloud APRIL 23* document which is part of this contract.
- Management covers 'any' INSS site internet circuits including full taking on, support and management of the current circuits from the current Network provider where possible and/or the migration and take on, support and management of any future alternate replacement circuits within the duration of this contract.

- Manage the site WAN endpoint equipment, both physical and virtual, ensuring that all devices are properly configured, maintained, and updated to provide optimal performance, security, and resilience.
- Manage all logical configurations for the WAN infrastructure, including any changes in line with BAU or updates required to maintain optimal performance, security, and resilience.
- Working collaboratively with other INSS third-party suppliers responsible for media-intensive services, such as Unified Communications, to define and ensure appropriate Quality of Service, including performance monitoring.

### **Network Services Management**

- Management of the IP addressing schema throughout the estate, including the allocation of IP addresses for office locations, mobile clients, and Azure Networking.
- Provide support for devices within our area of responsibility, either through remote connection and configuration or on-site visits for physical replacement or cabling.
- Establish and maintain a break/fix process to address any hardware or software issues within the buyer's estate, ensuring rapid response and resolution of any problems.
- Support in investigating and diagnosing incidents or problems directly or indirectly related to our provided services, collaborating to resolve any issues and maintain optimal network performance.
- Apply patches to firmware and software within in accordance with the agreed patching schedule based on the UK Government Minimum Cyber Security Standard, unless otherwise agreed, to ensure the most up-to-date security position. This will be carried out in accordance with the Vulnerability Management Policy. Supplier will maintain all necessary software and patching schedule as agreed following contract signature and subsequent kick-off meeting. Patching schedule to be agreed within 3-month of contract signing.
- Provide evidence of any IT Health Checks carried out in accordance with the Supplier Assurance Compliance approach, ensuring transparency and accountability.

## 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.

Expenses related to the closure, relocation, or decommissioning of sites will be addressed through the contractual Variation Process (Clause 32).

The detailed Charges breakdown for the provision of Services during the Term are included in the TIS0579 MWT Price Schedule Network Management Services - Ext Pricing document and will include:

### Implementation Costs

Implementation is planned as per the onboarding high level timelines shared within this document. Granular level plan and activities to be developed during the kick-off meeting and subsequent workshops (this will be during the Initial Infrastructure review phase of onboarding).

For any milestone where there are multiple deliverables, payment for that milestone will be requested upon successful completion and acceptance by the Buyer of all the deliverables which fall within that milestone.

| # | Implementation cost item description   | Cost £ (ex VAT) | VAT £ | Success Criteria  | Milestone  |
|---|--|-----------------|-------|---|--|
| 1 | Initial infrastructure review, scope and documentation collation based on 4 days within working hours (32 units) | Redacted        |       | Email acceptance from The Buyer confirming provision of deliverable documentation from this phase as per follow up PID. | Milestone 1 - Within 20 working days of contract award |
| 2 | Provision of draft exit plan based on 4 days within working hours (32 units)                                     |                 |       | Email acceptance from The Buyer confirming provision of draft exit plan.  | Milestone 1 - Within 20 working days of contract award |
| 3 | Implementation including testing - based on 10 days within working hours (80 units)                              |                 |       | Deployment of monitoring systems and reporting tested into the Supplier NOC.  | Milestone 2 - Within 60 working days of contract award |
| 4 | Integration - based on 4 days within working hours and 2 days out of hours                                       |                 |       | Reports produced from all monitored devices   | Milestone 3 - Within 60 working days of contract award |



|  |  |   |  |   |
|--|--|---|--|---|
|  | (64 units) PLUS 15 x site visits (90 units)  | Redacted  | (requires Supplier access to all Buyer devices)  | Milestone 4 - Within 60 working days of contract award            |
| 5  | Transition - based on 4 days within working hours and 2 days out of hours (64 units)   |   | Completion of SIAM onboarding & full migration to Supplier support.                    | Milestone 5 - Service Transition within 90 days of contract award |
| 6  | Project co-ordination, documentation and QA - based on 10 days within hours (80 units) |   | Completion of project, all project actions marked closed, final sign off by The Buyer. | Milestone 5 - Service Transition within 90 days of contract award |
| Total  |  |   |  |   |
| Please state any Price Qualifying Assumptions associated with the pricing stated within this table |  | Each unit is 1 hour within working hours, 30 minutes out of working hours. Working hours are Monday to Friday 8am to 6pm excluding bank holidays. |  |   |
|  |  | Site Visits have been calculated at 6 hours per visit including travel time.  |  |   |

## Service Costs

| # | Element                      | Description  | Monthly Cost based on the service volumes provided £ | VAT £ |
|---|------------------------------|--|--|-------|
| 1 | Management / Administration  | Service Delivery Management and reporting administration based on 1/2 day per week plus 1 additional day per month within working hours (25 units)   | Redacted   |       |
| 2 | Security                     | Security consultant to review, internally report, recommend and where appropriate assist in deployment of security enhancements - based on 2 days per month within working hours (16 units)  |  |       |
| 3 | Environment & Sustainability | Reporting on and engineering time allocation for requirements G015 - G017 based on 2 hours per month within working hours (2 units)  |  |       |
| 4 | Performance Monitoring       | Review and reporting on monitoring output including creating internal action reports – 0.5 hour per day within working hours - (15 units per month)  |  |       |
| 5 | Licences                     | Licenses for Solar Winds monitoring service based on 500-999 sensors   |  |       |
| 6 | Licences                     | Darktrace network security and threat prevention - Based on 300 nodes  |  |       |
| 7 | Hardware                     | Hardware pricing to be established at point of requirement.  |  |       |
| 8 | Collaboration including SIAM | Time allowance to provide information required and attend the meetings as defined under the Collaboration section of the Statement of Requirements Document. Based on 1/2 day per week plus 1 additional day per month within working hours - (25 units) |  |       |
| 9 | Meetings                     | included within the relevant element headings  |  |       |



|              |                               |   |
|--------------|-------------------------------|---|
| 10           | Reporting (ITIL)              | Monthly Service Delivery and Service Management reporting pack to include Buyer Asset Liabilities report. Allowance - 2 days per month (16 units)   |
| 11           | Continuous Improvement        | Quarterly time allocation of 1 day within working hours per quarter to review opportunities for improvement and maintain a recommendations roadmap - (2.5 units)  |
| 12           | Service Level and Performance | Covered as part of Service Management Delivery in Management / Administration   |
| 13           | Overhead Costs                | Base Platinum Managed Service and Support bundle to include planned patching & maintenance, fault monitoring & rectification and adds/moves/changes including full take on, support and management of all network devices including all current network devices or future replacement devices which are agreed as supportable by the Supplier and will be required within the duration of this contract. Calculated at 2 hours per site per month plus 4 hours for core services - (34 units) |
| 14           | NOC / SOC                     | Monitoring, Alerting, and Responding on all BAU products / services. Reporting to the NOC and security alerting to be escalated accordingly. 0.5 hour per day within working hours (15 units per month)   |
| <b>Total</b> |                               |   |

Redacted

Darktrace: The Supplier intends to only monitor the important assets and can limit reporting to a max of 300 selected users / devices. The Supplier does not deem there will be a need to go over this number however if there is a business need to monitor more, this would incur an additional cost which will be costed per user / device.

Solar winds: The Supplier confirms that there would be no additional costs for going over the 500 to 999 range.

The costs associated with this service are subject to adjustments based on the closure or inauguration of any sites. The following sections will be affected by such changes:

- Section 4: Performance Monitoring
- Section 10: Reporting (ITIL)
- Section 13: Overhead Costs
- Section 14: NOC/SOC Operations

To determine the necessary adjustments to costs, the Supplier has set a baseline metric. This metric assigns values to switch ports (with a capacity of 48 per switch) and wireless access points (with a recommended maximum of 15 connections per WAP). This allocation is founded on the premise that a switch can provide up to 48 contact points, while an access point is designed for a maximum of 15 connections.

Upon the closure of a site, the Supplier will evaluate the total value of that site relative to the initial value of the Buyer's entire estate. The table below demonstrates the value of each port, the value of each wireless access point, the total value, and the corresponding adjustments to the service cost for each site.



Redacted

**Network Asset Inventory Replacement Costs**

The Supplier conducted a thorough review of the network assets provided by the Buyer as outlined in the *MWT – Network Asset Inventory*. Subsequently, each asset has been assessed and categorised for replacement based on its respective end-of-life status and support requirements.

These categories are defined as follows:

- 1. Replace immediately or within the next 6 months
- 2. Replace within the initial 3 year contract
- 3. Replace during the 1 year extension period
- 4. Site closing so no replacements required

The Supplier has reviewed the INSS office closure details and has adjusted the pricing accordingly. For a comprehensive breakdown of these categorisations, including detailed information, please refer to the [redacted] – [redacted]

Below are the approximate cost estimates associated with each replacement category which include installation and configuration by the Supplier:

Immediate Replacement  
During 3 Year Term



Redacted

During 1 Year Extension  
Total

Redacted

The assets that require immediate replacement or replacement within 6 months form part of the total contract value and the Buyer retains the discretionary right to replace assets either within the initial three-year term or during the optional one-year extension.

Acknowledging potential site closures during the contract term, the Buyer may opt to reallocate and reuse assets from closed sites as an alternative to acquiring new equipment. The Supplier will store any equipment that it considers reusable in agreement with the Buyer, at secure, access controlled and monitored storage areas within Supplier owned sites and at no additional cost to the Buyer.

The Supplier commits to aiding in the asset transfer and reinstallation, ensuring its proper working and safety conditions.

Reasonable notice will be provided by the Buyer for any asset decisions, and both parties pledge to periodically review and adjust strategies based on operational needs.

### **Circuits / Connectivity Costs**

In the examination of circuits and connectivity arrangements on behalf of the Buyer, the Supplier shall conduct a thorough evaluation of each specific site and shall exercise due diligence in the selection of the most suitable supplier and contract term.

The Supplier will employ diverse contract durations, such as 12 months or 36 months, in order to accommodate varying requirements and provide the necessary degree of flexibility. Nevertheless, it is imperative to acknowledge that shorter contract durations may be associated with elevated connectivity costs.

All circuits will be novatable from the Supplier (depending on future supplier status and relationship with circuit providers). Circuits delivered to the Buyer will be exclusively for the Buyer's use and will be delivered by the Supplier.

### **Alternative Networks Cost (AltNet)**

Circuit charges will be chargeable from the point at which the 3<sup>rd</sup> party circuit provider makes the connection available for each Buyer location.

Redacted

Redacted

1. The quotation is based on a site switching to a 12 month or a 36 month agreement. Costs are represented in the above table on an annual basis as well as the total cost.
2. Total cost for the AltNet solution over the initial 3 year contract will be **Redacted** as of October 23.
3. This quotation pertains to the installation of new lines rather than porting existing ones.
4. The quotation considers multiple network providers to determine the most appropriate option for us.
5. With new line installations, new IP addressing will need to be issued and used
6. Pricing is subject to survey and excludes any ECC's (Excessive Construction Charges).
7. All circuit installations may be subject to ECC's which would be confirmed following the site survey.
8. Configuration and testing (alongside other ecosystem providers) of any relevant network devices to facilitate use of new IP addressing (e.g. Azure Inter-connectivity) as a result of standing up of the AltNet circuits is included in the costs supplied.

**Breakdown of Total Call-Off Contract Value is as follows:**

Redacted

Redacted

Redacted

Redacted



## Schedule 3: Collaboration agreement

This agreement is made on [enter date]

between:

- 1) [Buyer name] of [Buyer address] (the Buyer)
- 2) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 3) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 4) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 5) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 6) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

### 1. Definitions and interpretation

1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules

1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers

1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information

1.1.5 "Collaboration Activities" means the activities set out in this Agreement

1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract

1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties

1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2

1.1.9 "Dispute Resolution Process" means the process described in clause 9

1.1.10 "Effective Date" means [insert date]

1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1

1.1.12 "Mediator" has the meaning given to it in clause 9.3.1

1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1

1.1.14 "Term" has the meaning given to it in clause 2.1

1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

## 1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.

1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

## 2. Term of the agreement

2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").

2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

## 3. Provision of the collaboration plan

3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").

3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the

services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.

3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:

3.4.1 approve the Detailed Collaboration Plan

3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection

3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.

3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

#### 4. Collaboration activities

4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.

4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.

4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

#### 5. Invoicing

5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.

5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

## 6. Confidentiality

6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

6.2 Each Collaboration Supplier warrants that:

6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement

6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party

6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for

the purposes of this Agreement by its employees, servants, agents or subcontractors

6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise

6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:

6.3.1 or becomes public knowledge other than by breach of this clause 6

6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party

6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure

6.3.4 independently developed without access to the Confidential Information

6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction

- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

## 7. Warranties

- 7.1 Each Collaboration Supplier warrant and represent that:

7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier

7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

## 8. Limitation of liability

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.

- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

- 8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].

8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

8.5.1 indirect loss or damage

8.5.2 special loss or damage

8.5.3 consequential loss or damage

8.5.4 loss of profits (whether direct or indirect)

8.5.5 loss of turnover (whether direct or indirect)

8.5.6 loss of business opportunities (whether direct or indirect)

8.5.7 damage to goodwill (whether direct or indirect)

8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:

8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default

8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

## 9. Dispute resolution process

9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3 The process for mediation and consequential provisions for mediation are:

9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations

9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings

9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives

9.3.5 failing agreement, any of the parties may invite the Mediator to provide a nonbinding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties

9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts

9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## 10. Termination and consequences of termination

### 10.1 Termination

10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].

10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

### 10.2 Consequences of termination



- 10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.
- 10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

## 11. General provisions

### 11.1 Force majeure

- 11.1.1 For the purposes of this Agreement, the expression “Force Majeure Event” will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.
- 11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
- 11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

## 11.2 Assignment and subcontracting

11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.

11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

## 11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

## 11.4 Entire agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

## 11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of

this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### 11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

#### 11.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

#### 11.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

#### 11.9 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised attorneys the day and year first above written.

#### **For and on behalf of the Buyer**

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:  
  
Full name (capitals):  
Positio  
n:  
Date:

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

Signed by:  
  
Full name (capitals):  
Positio  
n:  
Date:

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

Signed by:  
  
Full name (capitals):  
Positio  
n:  
Date:

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

Signed by:  
  
Full name (capitals):  
Positio  
n:  
Date:

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

Signed by:  
  
Full name (capitals):

Position:  
Name:  
Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):  
Position:  
Date:

Collaboration Agreement Schedule 1: List of contracts

| Collaboration supplier | Name/reference of contract | Effective date of contract |
|------------------------|----------------------------|----------------------------|
|                        |                            |                            |
|                        |                            |                            |
|                        |                            |                            |
|                        |                            |                            |
|                        |                            |                            |

## Draft Collaboration Agreement Schedule 2

To be discussed with Buyer

### Schedule 4: Alternative clauses

#### 1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

#### 2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

## 2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
  
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 • Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

## 2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its

Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or



lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

## 2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

## 2.6 Health and safety

2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.

2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

## 2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising

directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the

Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

## Schedule 5: Guarantee

N/A

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

| Expression                 | Meaning   |
|----------------------------|---|
| <b>Additional Services</b> | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.  |
| <b>Admission Agreement</b> | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).   |
| <b>Application</b>         | The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).  |
| <b>Audit</b>               | An audit carried out under the incorporated Framework Agreement clauses.  |
| <b>Background IPRs</b>     | <p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p> |

|                             |   |
|-----------------------------|---|
| <b>Buyer</b>                | The contracting authority ordering services as set out in the Order Form.   |
| <b>Buyer Data</b>           | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.   |
| <b>Buyer Personal Data</b>  | The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.   |
| <b>Buyer Representative</b> | The representative appointed by the Buyer under this Call-Off Contract.   |
| <b>Buyer Software</b>       | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.   |
| <b>Call-Off Contract</b>    | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |

|   |   |
|---|---|
| <b>Charges</b>                            | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.   |
| <b>Collaboration Agreement</b>            | An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.   |
| <b>Commercially Sensitive Information</b> | 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.  |
| <b>Confidential Information</b>           | <p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul> |
| <b>Control</b>                            | 'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.  |

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| <b>Controller</b> | Takes the meaning given in the UK GDPR.   |
| <b>Crown</b>      | <p>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.</p> |

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| <b>Data Loss Event</b>                          | <p>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.</p> |
| <b>Data Protection Impact Assessment (DPIA)</b> | <p>An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.</p>  |
| <b>Data Protection Legislation (DPL)</b>        | <p>(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.</p>  |
| <b>Data Subject</b>                             | Takes the meaning given in the UK GDPR  |

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| <b>Default</b>                                      | <p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p> |
| <b>DPA 2018</b>                                     | Data Protection Act 2018.  |
| <b>Employment Regulations</b>                       | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')  |
| <b>End</b>  | Means to terminate; and Ended and Ending are construed accordingly.  |
| <b>Environmental Information Regulations or EIR</b> | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.   |
| <b>Equipment</b>                                    | The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.  |



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| <b>ESI Reference Number</b>                              | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.  |
| <b>Employment Status Indicator test tool or ESI tool</b> | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:<br><a href="https://www.gov.uk/guidance/check-employment-status-fortax">https://www.gov.uk/guidance/check-employment-status-fortax</a> |
| <b>Expiry Date</b>                                       | The expiry date of this Call-Off Contract in the Order Form.   |

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| <b>Force Majeure</b>       | <p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</li> </ul> |
| <b>Former Supplier</b>     | <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>   |
| <b>Framework Agreement</b> | <p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>   |

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| <b>Fraud</b> | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or |
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|   | defrauding or attempting to defraud or conspiring to defraud the Crown.  |
| <b>Freedom of Information Act or FoIA</b> | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.  |
| <b>G-Cloud Services</b>                   | The cloud services described in Framework Agreement 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. |
| <b>UK GDPR</b>                            | The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).  |
| <b>Good Industry Practice</b>             | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.      |

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| <b>Government Procurement Card</b>            | The government's preferred method of purchasing and payment for low value goods or services.   |
| <b>Guarantee</b>                              | The guarantee described in Schedule 5.   |
| <b>Guidance</b>                               | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| <b>Implementation Plan</b>                    | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.  |
| <b>Indicative test</b>                        | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.   |
| <b>Information</b>                            | Has the meaning given under section 84 of the Freedom of Information Act 2000.   |
| <b>Information security management system</b> | The information security management system and process developed by the Supplier in accordance with clause 16.1.   |

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| <b>Inside IR35</b>                         | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.  |
| <b>Insolvency event</b>                    | <p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>   |
| <b>Intellectual Property Rights or IPR</b> | <p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul> |
| <b>Intermediary</b>                        | <p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company • a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>   |

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| <b>IPR claim</b>       | As set out in clause 11.5.  |
| <b>IR35</b>            | IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. |
| <b>IR35 assessment</b> | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.  |

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| <b>Know-How</b> | 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.  |
| <b>Law</b>      | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.                           |
| <b>Loss</b>     | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly. |



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| <b>Lot</b>                      | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.   |
| <b>Malicious Software</b>       | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| <b>Management Charge</b>        | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.  |
| <b>Management Information</b>   | The management information specified in Framework Agreement Schedule 6.  |
| <b>Material Breach</b>          | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.   |
| <b>Ministry of Justice Code</b> | The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.  |

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| <b>New Fair Deal</b>            | <p>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.</p> |
| <b>Order</b>                    | <p>An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.</p>   |
| <b>Order Form</b>               | <p>The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.</p>  |
| <b>Ordered G-Cloud Services</b> | <p>G-Cloud Services which are the subject of an order by the Buyer.</p>  |
| <b>Outside IR35</b>             | <p>Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.</p>                   |
| <b>Party</b>                    | <p>The Buyer or the Supplier and 'Parties' will be interpreted accordingly.</p>  |



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| <b>Personal Data</b>        | Takes the meaning given in the UK GDPR.                                    |
| <b>Personal Data Breach</b> | Takes the meaning given in the UK GDPR.                                    |
| <b>Platform</b>             | The government marketplace where Services are available for Buyers to buy. |
| <b>Processing</b>           | Takes the meaning given in the UK GDPR.                                    |
| <b>Processor</b>            | Takes the meaning given in the UK GDPR.                                    |

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| <b>Prohibited act</b> | <p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"><li>● induce that person to perform improperly a relevant function or activity</li><li>● reward that person for improper performance of a relevant function or activity</li><li>● commit any offence:<ul style="list-style-type: none"><li>○ under the Bribery Act 2010</li><li>○ under legislation creating offences concerning Fraud</li><li>○ at common Law concerning Fraud</li><li>○ committing or attempting or conspiring to commit Fraud</li></ul></li></ul> |
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| <b>Project Specific IPRs</b> | <p>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.</p> |
| <b>Property</b>              | <p>Assets and property including technical infrastructure, IPRs and equipment.</p>   |

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| <b>Protective Measures</b>            | <p>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.</p> |
| <b>PSN or Public Services Network</b> | <p>The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.</p>  |
| <b>Regulatory body or bodies</b>      | <p>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.</p>   |
| <b>Relevant person</b>                | <p>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.</p>   |
| <b>Relevant Transfer</b>              | <p>A transfer of employment to which the employment regulations applies.</p>  |

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| <b>Replacement Services</b>     | <p>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.</p> |
| <b>Replacement supplier</b>     | <p>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).</p>  |
| <b>Security management plan</b> | <p>The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.</p>   |
| <b>Services</b>                 | <p>The services ordered by the Buyer as set out in the Order Form.</p>   |
| <b>Service data</b>             | <p>Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.</p>   |

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| <b>Service definition(s)</b> | <p>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.</p>  |
| <b>Service description</b>   | <p>The description of the Supplier service offering as published on the Platform.</p>  |
| <b>Service Personal Data</b> | <p>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.</p>  |
| <b>Spend controls</b>        | <p>The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a></p> |
| <b>Start date</b>            | <p>The Start date of this Call-Off Contract as set out in the Order Form.</p>  |

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| <b>Subcontract</b>             | <p>Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.</p> |
| <b>Subcontractor</b>           | <p>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.</p>   |
| <b>Subprocessor</b>            | <p>Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.</p>   |
| <b>Supplier</b>                | <p>The person, firm or company identified in the Order Form.</p>  |
| <b>Supplier Representative</b> | <p>The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.</p>   |

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| <b>Supplier staff</b> | All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| <b>Supplier Terms</b> | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.   |
| <b>Term</b>           | The term of this Call-Off Contract as set out in the Order Form.  |
| <b>Variation</b>      | This has the meaning given to it in clause 32 (Variation process).  |
| <b>Working Days</b>   | Any day other than a Saturday, Sunday or public holiday in England and Wales.   |
| <b>Year</b>           | A contract year.  |

## Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

### Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are:
- (a) For Insolvency Service, the Department of Business and Trade is the data controller. The contact details of their Data Protection Officer are

Redacted

- (b) Official Receivers when carrying out their duties as officers of the court and the Adjudicator are data controllers in their own right. The contact details of their Data Protection Officer are

Redacted

- 1.2 The contact details of the Supplier's Data Protection Officer are: Redacted

Redacted

- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.



| Description   | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below <b><i>All data relevant to this agreement</i></b></p> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> |

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:

- ***None***

**The Parties are Joint Controllers**

The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:

- ***None***

**The Parties are Independent Controllers of Personal Data**

The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:

- *Business contact details of Supplier Personnel for which the Supplier is the Controller,*
- *Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier*

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|  | <i>Personnel) engaged in the performance of the Buyer' duties under the Contract) for which the Buyer is the Controller</i> |
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| Duration of the Processing            | Up to 7 years after the expiry or termination of the Framework Agreement  |
| Nature and purposes of the Processing | <p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CSS</li> <li>ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6</li> </ul> |
| Type of Personal Data                 | <p>Includes:</p> <ul style="list-style-type: none"> <li>i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement</li> </ul>   |

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|   | <p>ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement,</p> <p>iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement<br/>Contact details, and communications with Supplier staff concerned with management of the Framework Agreement</p>           |
| Categories of Data Subject  | <p>Includes:</p> <p>i. CSS staff concerned with management of the Framework Agreement</p> <p>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement</p> <p>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement</p> <p>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement</p> |
| Plan for return and destruction of the data once the Processing is complete<br>UNLESS requirement under Union or Member State law to preserve that type of data | All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder  |

## Annex 2: Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 7 (Where one Party is Controller and the other Party is Processor) and paragraphs 17 to 27 of Schedule 7 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the **[select: Supplier or Buyer]**:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
  - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
  - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
  - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[select: Supplier's or Buyer's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

## 2. Undertakings of both Parties

### 2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every **[insert number]** months on:
  - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;

- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
  - (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### 3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal

Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;



- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### 4. Audit

##### 4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

##### 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

#### 5. Impact Assessments

##### 5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

## 6. ICO Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30)

Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## 7. Liabilities for Data Protection Breach

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the

Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information

Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clause 32 of the Framework Agreement (Managing disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the

Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

## 8. Termination

- 8.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 5.1.

## 9. Sub-Processing

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
  - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## 10. Data Retention

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Appendix: Referenced Documents – current versions as at the Effective Date of the contract.

Redacted

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