



Crown Commercial Service

G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace service ID number:	G Cloud 9 Service ID ref: 4837 1868 9256 659
Call-Off Contract reference:	DWP Technology Services_DXC_G Cloud 9_PaaS_Migrate and Operate Services
Call-Off Contract title:	DXC Enterprise PaaS Lot 1 Migrate and Operate Services
G-Cloud Framework No:	This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).
Call-Off Contract description:	This order is for the delivery of the G Cloud service as described in the amended Service offering titled "DXC Technology Enterprise PaaS Cloud Hosting Date: 11 th April 2017" embedded in Section 3.2 ('G-Cloud 9 services required') below.
Start date:	21 st March 2018
Expiry date:	15 th March 2020
Call-Off Contract value:	£ 3,300,033.00
Charging method:	Service Measurement Period (SMP) in arrears via BACS aligned to the payment profile Section 5.1.  SMP PERIODS to 2022 amended 08.05.
Purchase order number:	To be sent to Supplier when Single Operating Platform (SOP) record set up.

From: the Buyer	Department for Work and Pensions DWP Commercial Directorate 2nd Floor, Phase 2 Peel Park Brunel Way Blackpool FY4 5ES
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To: the Supplier	EntServ UK Limited, Royal Pavilion, Wellesley Road, Aldershot, Hampshire. GU11 1PZ Company number: 000053419
Together: the 'Parties'	

Principle contact details / Section 1	
For the Buyer:	Head of Hybrid Cloud Services [REDACTED] [REDACTED][REDACTED]
For the Supplier:	DWP Enterprise Infrastructure Lead [REDACTED][REDACTED] [REDACTED]

Call-Off Contract term / Section 2	
2.1 Start date:	This Call-Off Contract Starts on 21st March 2018 and is valid until 15th March 2020.
2.2 Termination:	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 35 days from written notice for Ending without cause. For the purposes of this Call-Off Contract Clause 18.4 bullet one shall apply solely in respect of a material default where a material default is defined as a Supplier Default which constitutes a material breach of this Call-Off Contract.

2.3 Extension period:	Subject to agreement by the parties of issues such as, but not limited to, any necessary asset refresh and any adjustments to Charges, this Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each. Any such extension shall come into effect after the Buyer giving the Supplier not less than three (3) months written notice to be given after all terms related to the extension period(s) are agreed and not less than three (3) months before the end of the initial Term.

Buyer contractual details / Section 3	
This Order is for the G-Cloud Services outlined below.	
3.1 G-Cloud lot:	This Call-Off Contract is for the provision of Services under: • Lot 1 Cloud Hosting • Lot 3 Cloud Support (if and to the extent that migration transition/support activity is ordered through a Variation in accordance with Clause 32 as an additional service post the Start Date)

3.2 G-Cloud services required:	3.2.1 The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below: G-Cloud 9 Service offering:- Ref: 4837 1868 9256 659 3.2.2 DXC Technology Enterprise PaaS Cloud Hosting Date: 11th April 2017 hereinafter referred to as DXC Service Definition. 483718689256659-service-definition-docun 3.2.3 It is acknowledged by the Parties that the volume of the Services utilised by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract. 3.2.4 The Supplier will be supplying the “DXC Technology Enterprise PaaS” as described within the amended DXC Service Definition document, Service Request attached below and the SFIA Rate Card associated with Lot 1 embedded below. [DOCUMENTS REDACTED IN FULL] 3.2.5 The embedded Service Request below provides further detailed information of the Services to be provided under this Call-Off Contract: [DOCUMENTS REDACTED IN FULL]
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3.3 Additional services:	Not Applicable unless subsequently varied post the Start Date.
3.4 Location:	The Services will be delivered from DXC UK based [REDACTED] Data Centres and various locations in the UK. This replaces Supplier Terms Clause 3.4 embedded below at Section 6.4, point 2.

3.5 Quality standards:	The quality standards applicable in respect of the Services to be delivered under this Call-Off Contract are ISO9001.
3.6 Technical standards:	The technical standards required for this Call-Off Contract are those as described within the amended DXC Service Definition document above (See Section 3.2 above). Security: For the purpose of this Call-Off Contract ISO 27001 certification and the BPSS referred to in Section 6.4, point 1 are the only security standards to apply. In the event the Services within this Call-Off Contract change then the Parties shall give consideration to such change via the variation process set out in Clause 32 of this Call-Off Contract. The Buyer acknowledges that it is responsible for any remedial works necessary to meet any additional security standards or requirements and until such work has been agreed and implemented, Supplier shall be relieved of the obligation to meet such additional security standards or requirements and in this instance Clause 32.3 shall not apply. Environmental : ISO14001 The standards referred to above replace the standards stated in Clause 13.6 of the Call-Off Contract.
3.7 Service level agreement:	The Service and Platform Availability Levels required for this Call-Off Contract are as per Section 6.1 below.
3.8 Onboarding:	Not used for the purpose of this Call-Off Contract.
3.9 Offboarding:	At the Start Date the parties do not envisage any exit related activities taking place. In the event that exit activities (including TUPE, Data Transfer, Knowledge Transfer) are required then an exit plan and appropriate charges shall be agreed through change control in accordance with clause 32 (Variation).
3.10 Collaboration agreement:	Not applicable.

3.11 Limit on supplier's liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000. The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for all Other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.
3.12 Insurance:	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit as required by Law • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
3.13 Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than forty five (45) consecutive days.
3.14 Audit:	Note : For the purposes of identifying the changes made in the source text described in the Framework Agreement terms and the Terms and Conditions (Part B) below , additions are shown in <u>underlined</u> below whereas text deleted from it is shown in strike through (strike-through). Where no comment is made, the terms shall apply as written in the Framework Agreement. The audit provisions from clauses 7.4 to 7.13 of the Framework Agreement shall be incorporated subject to the amendments as set out below under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. Clause 7.6 is amended as follows:

The Supplier's financial records and accounts will be kept until the latest of the following dates:

- 7 years after the date of Ending or expiry of this Framework Agreement
- 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End

The Supplier's non-financial records will be kept until the latest of the following dates:

- 6 years after the date of Ending or expiry of this Framework Agreement
- 6 years after the date of Ending or expiry of the last Call-Off Contract to expire or End

Clause 7.7 is amended as follows:

During the timeframes highlighted in clause 7.6, the Supplier will maintain:

- commercial records of the Charges and costs (including records of amounts payable to Subcontractors' costs) and any variations to them, including proposed variations
- books of accounts for this Framework and all Call-Off Contracts
- MI reports
- access to its published accounts and trading entity information
- proof of its compliance with its obligations under the Data Protection Act and the Transparency provisions under this Framework Agreement
- records of its delivery performance under each Call-Off Contract, including that of its Subcontractors

Clause 7.8 is amended as follows:

CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control. Buyer accepts that any disruption to the Services caused by any Audit shall not be deemed to be a Supplier Default, nor result in Service Credits being applied owing to any such disruption.

Clause 7.10 is amended as follows:

The Supplier will allow the representatives of CCS, Buyers receiving Services, the National Audit Office or auditors appointed by the Audit Commission access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings and (save where there are reasonable grounds to suspect fraud or other illegal activity on the part of the

	<u>Supplier or any Supplier Personnel) subject to reasonable prior written notice,</u> to verify and review: • the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement) • any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only • the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier • any other aspect of the delivery of the Services including to review compliance with any legislation • the accuracy and completeness of any MI delivered or required by the Framework Agreement • any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records • the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date
3.15 Buyer's responsibilities:	In addition to the Section 10.3 of the DXC Service Definition the Buyer shall be responsible for the: 1) Provision of Buyer approval or accreditation of the Supplier's standard remote means to connect to the infrastructure listed in the Service Request or if the accreditation required is above the industry standard (ISO27001) or requires customer specific infrastructure or services then the Buyer will cover reasonable and demonstrable Supplier expenses incurred to meet the accreditation. In the event the Buyer stipulates the mechanism by which the Supplier may access the Buyers infrastructure listed in the Service Request and the tools for incident and change management (currently [REDACTED]) then the Buyer will provide and support such mechanism in order to allow the Supplier to provide the Services under this Call-Off Contract. For the purposes of this Call-Off Contract the Buyer has specified a mechanism that the Supplier shall use. 2) Provision of existing MPLS network link between the Supplier and the Buyer; 3) Continuity of ownership of the obligation to ensure compliance around Public Sector Network Authority PSN-A; 4) Issue the embedded Service Request in Section 3.2 through the Supplier gateway process for the Services set out in this Call-Off Contract. 5) With respect to Clause 8.12 of the G Cloud Framework Agreement. In the event of a Specific Change in Law giving rise

to a change in the cost of the delivery of the Services by the Supplier and/or the requirement for a Change to the Services then Buyer shall meet the reasonable additional costs incurred by Supplier in assessment and implementation of such change. The Supplier shall provide a reasonable level of supporting information to justify any such additional Charge.

- 6) Provide reasonable assistance, co-operation, documentation, approvals and information to the Supplier to the extent that the Supplier reasonably requires such assistance, co-operation, documentation, approvals and information for the proper performance of its obligations under this Call-Off Contract. Such assistance, co-operation, documentation, approvals and information shall be provided within a reasonable time of the Supplier's request for such assistance and co-operation.
- 7) Procuring, implementing and testing the VME environment in the Buyers data centre and all necessary connectivity for migration to the point of ready for migration commencement in order to allow the Supplier to meet the Project Plan and provide the VME Operate SR.
- 8) Provision and management of the Buyers data centre facilities
- 9) Procurement of hardware and software and rights to use where applicable to allow the Supplier to provide the Services from all relevant third-parties including [REDACTED].
- 10) Provision and management of security systems and firewalls for the VME environment within the Buyers data centre facilities.

And in addition in respect of the VME Migration Service Request titled "DXC Enterprise PaaS Lot 1 VME Migration" ("VME Migration SR") the Buyer shall be responsible for:

- 11) Provision and management of security systems and firewalls for the VME environment within the Buyers data centre facilities.
- 12) Provision and management of the Buyers data centre and wide area network to meet the requirements of the applications and the migration.
- 13) Provision and management of SAN storage in the Buyers data centre and provision of Brocade equipment to meet the requirements of the applications and the migration.
- 14) Overall migration programme management in order to:

- i) ensure the Buyers Responsibilities are met;
- ii) a Buyer escalation process exists;
- iii) Buyer approvals of Supplier deliverables, Buyer responses and decisions can be obtained in reasonable timescales to permit the Project Plan to be met.

15) Any migration related physical activities in the Buyers data centre.

16) Performance of application activities including the provision of test scripts and the execution of tests when requested.

17) Provide a minimum of [REDACTED] business days notice where the Buyer requires a delay to a Migration Event.

And in respect of the VME Operation Service Request titled “DXC Enterprise PaaS Lot 1 VME Operation” (“VME Operate SR”) the Buyer shall be responsible for:

18) Procurement of the support and maintenance of VME Hardware and the associated Linux Operating Systems and [REDACTED] and SAN Hardware and Software.

19) Ensure that [REDACTED] notify the Supplier through an agreed mechanism in the event [REDACTED] detect any issue with the VME platform through [REDACTED] monitoring

20) Provision and management of the Buyers data centre network and the wide area network to meet the requirements of the applications and the VME Operate SR.

21) Provision and management of SAN storage to meet the requirements of the applications and to allow the Supplier to perform the Services in the VME Operate SR.

22) Performance of all application related management and support activities.

23) Any physical activities in the Buyers data centre related to the VME Operate SR.

3.16 Buyer's equipment:	In respect of the VME Migration SR the Buyers equipment consists of Brocade switches used to facilitate data transfer located in the Suppliers data centre. In respect of the VME Operate SR the Buyers VME equipment located in the Buyers data centre.

Supplier's information /Section 4	
4.1 Commercially sensitive information:	The following is a list of the Supplier's commercially sensitive information: • Breakdown of the Charges set out in this Call-Off Contract. • Information related to Supplier business or operations, organisational structure, methods, processes, Disaster Recovery and Business Continuity Plans • Supplier performance level against Service Levels • Names of any Supplier staff who are not subject to TUPE
4.2 Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or partners a subset of which shall be used by the Supplier: • [REDACTED] When reasonably requested by the Buyer the Supplier shall provide the specific list of Sub contractors used.

Call-Off Contract charges and payment / Section 5
The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

5.1 Payment method :	The method of payment for this Call-Off Contract is via BACS. Supplier charges will be paid monthly in arrears in accordance with the Service Measurement Period (SMP):  SMP PERIODS to 2022 amended 08.05.
5.2 Payment profile:	The payment profile for this Call-Off Contract is as agreed in the embedded document attached at Schedule 2 Call-Off Contract charges. In order to reconcile charging, during the agreed 10 Working Day 'billing window' following the end of each SMP; the Supplier will send the invoice and associated management information documentation to the Buyers Invoice Assurance Team's Central in-box below that clearly identifies the individual Charges to be billed in the SMP for the delivered G-Cloud Service. Billing windows will commence on the first (1st) Monday after the end of every SMP for a period of ten (10) Working Days thereafter. <u>[REDACTED]</u> At the same time the Supplier will send a duplicate paper invoice to SSCL Accounts Payable Team clearly indicating Charges that do/do not attract VAT.
5.3 Invoice details:	The Supplier shall issue paper invoices monthly in arrears, clearly indicating Charges that do / do not attract VAT. In accordance with Call-Off Contract Clause 7, the Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
5.4 Who and where to send invoices to:	Invoices shall be posted to: <u>[REDACTED]</u>
5.5 Invoice information required – for example purchase order, project reference:	The Invoice format will follow the standard Supplier invoice format inclusive of the Purchase Order number mirroring the necessary associated management documentation agreed between the Buyer and Supplier. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of this Call-Off Contract.
5.6 Invoice frequency:	Invoice will be sent to the Buyer monthly in arrears

5.7 Call-Off Contract value:	The maximum aggregate value (not to be exceeded) of this Call-Off Contract is the Baseline Charge set out in Schedule 2 to this Call-Off Contract, £3,300,0033.00 (excluding VAT)
5.8 Call-Off Contract charges:	The breakdown of the Charges is as detailed in the embedded document attached at Schedule 2 (Call-Off Contract Charges). Volume and other discounts shall not apply to this Call-Off Contract unless set out in the Service Request or agreed via the variation process set out in Clause 32 of this Call-Off Contract.

Additional buyer terms / Section 6																									
6.1 Performance of the service and deliverables:	Service Levels for Availability and Incident Management shall be as set out below. Platform Server Availability Levels apply only to Servers listed in the embedded document below. Incident Management SLA's apply to all Services in this Call-Off Contract. VME Platform Availability Level: <table><tr><th>Platform</th><th>Availability SLA</th></tr><tr><td>VME</td><td>[REDACTED]</td></tr></table> Incident Management: Incident Management SLAs, from time of receipt by the Supplier, are as follows: <table><tr><th>Severity Level</th><th>1st Report</th><th>Report Frequency</th><th>Resolution</th></tr><tr><td>Severity Level 1</td><td><= 30 minutes</td><td>60 minutes</td><td>[REDACTED]</td></tr><tr><td>Severity Level 2</td><td><= 2 hours</td><td>4 hours</td><td>[REDACTED]</td></tr><tr><td>Severity Level 3</td><td><= 1 day</td><td>7 days</td><td>[REDACTED]</td></tr><tr><td>Severity Level 4</td><td><= 4 days</td><td>On Resolution</td><td>[REDACTED]</td></tr></table> (1st Report means the period within which the Supplier provided an initial status report) (Report Frequency means the subsequent update period) Service Level Calculation Service Credits shall be calculated in accordance with the following document. [DOCUMENT REDACTED IN FULL]	Platform	Availability SLA	VME	[REDACTED]	Severity Level	1st Report	Report Frequency	Resolution	Severity Level 1	<= 30 minutes	60 minutes	[REDACTED]	Severity Level 2	<= 2 hours	4 hours	[REDACTED]	Severity Level 3	<= 1 day	7 days	[REDACTED]	Severity Level 4	<= 4 days	On Resolution	[REDACTED]
Platform	Availability SLA																								
VME	[REDACTED]																								
Severity Level	1st Report	Report Frequency	Resolution																						
Severity Level 1	<= 30 minutes	60 minutes	[REDACTED]																						
Severity Level 2	<= 2 hours	4 hours	[REDACTED]																						
Severity Level 3	<= 1 day	7 days	[REDACTED]																						
Severity Level 4	<= 4 days	On Resolution	[REDACTED]																						
6.2 Guarantee:	Not used for the purpose of this Call-Off Contract																								

6.3 Warranties, representations:	The Supplier provides the warranties and representations set out in Framework Agreement Clause 4.1.
6.4 Supplemental requirements in addition to the Call-Off terms:	The Supplier will comply with HMG Baseline Personnel Security Standard (BPSS)/ Government Staff Vetting Procedures Version 6.08/01/2015 attached below in respect of all persons who are employed or engaged by the Supplier in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Department and the Supplier. The HMG Baseline Personnel Security Standard / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. The Supplier shall provide BPSS clearance for Supplier Staff and SC clearance for Supplier Staff requiring privileged access, in order to deliver the Services BPSS document.pdf Supplier Terms attached for convenience: 483718689256659-terms-and-conditions-20 In the event that any change is required to the Services provided under this Call-Off Contract in connection with the General Data Protection Regulation (GDPR) or equivalent legislation, such change is outside the scope of the Services and shall be subject to agreement of a Variation. Not used.

	5. Not Used 6. Not used 7. For the purpose of this Call-Off Contract, only the named Buyer's representatives in the below document can make changes via the variation procedure at Section 6.4.9. [DOCUMENT REDACTED IN FULL] The Buyer may issue a revised version of the authorised Buyer representatives to the Supplier at any time during the term of the Call-Off Contract that supersedes any previously issued versions. 8. Not used 9. Not used 10. Not used 11. The New Fair Deal (NFD) UK government guidelines are not applicable to this Call-Off Contract. 12. DXC Managed Services Portal shall not apply and shall be replaced with a mutually agreed mechanism. 13. DXC Web portal shall not apply and shall be replaced with a mutually agreed mechanism.
6.5 Alternative clauses:	Not used for the purpose of this Call-Off Contract
6.6 Buyer specific amendments to/refinements of the Call-Off Contract terms:	Note : For the purposes of identifying the changes made in the source text described in the Framework Agreement terms and the Terms and Conditions (Part B) below , additions are shown in <u>underlined</u> below whereas text deleted from it is shown in strike through (strike-through). Where no comment is made, the terms shall apply as written in the Call-Off Contract Terms below (and the specified incorporated terms of the Framework Agreement) respectively. The Parties agree that the following amendments are made to the Call-Off Contract Terms as incorporated into this Call off Contract: AMENDMENTS TO INCORPORATED FRAMEWORK TERMS Clause 2.1 (Incorporation of terms)

Framework Agreement Clause 5.9 – 5.11 (Change of control) is incorporated “subject to the Buyer acknowledging that Supplier Group is at the date of contract undergoing post-merger integration and restructuring and any change control event resulting from the merger of elements of HP’s business and CSC’s business shall not for the purposes of this clause be deemed to be a Change of Control event even if this results in an circumstances which fall under the definition of a Change of Control.”

Framework Agreement Clause 8.3 (Order of Precedence) is incorporated subject to the following deletion:

~~If the Application contains provisions which are more favourable to CCS or the Buyer compared to the rest of the Framework Agreement or Call-Off Contract, the Application provisions will apply. CCS and the Buyer will at their discretion determine whether any provision is more favourable.~~

and the following insertion:

“Buyer acknowledges that this Call-Off Contract supersedes and replaces any terms, statements or representations made in the Application.”

Framework Agreement Clause 5.7 is incorporated subject to the following amendment.

“CCS will have the right, without cause and without liability, to suspend or End this Framework Agreement, or any provisions of any part of this Framework Agreement, by giving at least one month’s written notice to the Supplier. For the avoidance of doubt, this shall not be construed as a right for CCS to unilaterally amend the terms incorporated into this Call-Off Contract from the Framework Agreement. Supplier shall not unreasonably withhold agreement to any proposed changes to the Framework terms which are incorporated into the Call-Off Contract.”

AMENDMENTS TO CALL-OFF TERMS

Clause 4.1 Bullet point 5 is deleted and replaced with the requirement set out in Section 6.4, point (1) above (Vetting).

Clause 6.3 is deleted and replaced with: “The Disaster Recovery capabilities shall be provided in accordance with the Service Request in the Order Form. The Supplier shall maintain a Business Continuity plan.”

Clause 7.5 is deleted and replaced with text per Section 5.5 above.

Clause 9.2 is deleted and replaced by section 3.12 above.

Clause 9.3 is deleted.

Clause 9.4 is deleted and replaced with “Supplier shall provide a brokers letter confirming levels of cover upon request”.

Clause 11.2 is deleted and replaced with a new clause as follows:

“The Supplier grants the Buyer for the Buyer’s ordinary business activities :

- a) a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and
- b) a non-exclusive, transferable, irrevocable, royalty-free licence to use for the duration of the Term any Background IPRs embedded within the Project Specific IPRs “

Clause 11.3 is amended as follows:

“The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs for the duration of the Term, ~~including the Buyer’s right to publish the IPR as open source.~~”

Clause 12.1 bullet point 1 is amended as follows:

“● comply with the Buyer’s written instructions and this Call-Off Contract when Processing Buyer Personal Data. For the avoidance of doubt, such instructions shall not amend the scope of Services”.

Clause 13.4 is deleted and replaced with:

“The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with ISO27001.”

Clause 13.5 is deleted and replaced with: “The Supplier will implement the security requirements in accordance with ISO27001 with the objective of preserving the integrity of Buyer Data processed by the Supplier and preventing its corruption and loss.”

Clause 13.6 is deleted.

Clauses 14.1 is deleted and replaced with: “The Supplier will comply with the standards set out in section 3.5 and 3.6 of the Order Form.”

Clause 14.2 is deleted.

Clause 14.3 is deleted (refer to Section 6.7 of this Order Form).

Clause 15 is deleted.

Clause 16.1 is deleted.

Clause 16.2 is replaced with: "The Supplier will use software as agreed between the Parties and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software".

Clause 16.6 is deleted.

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

- a Supplier Material Breach and if the Supplier Material Breach cannot be remedied
- any fraud."

Clause 19.1 is deleted and replaced with:

"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 subject to agreement with Supplier as to the Charges which would apply in respect of the suspended portion of the Services".

Clause 19.5 bullet 5 (~~"work with the Buyer on any ongoing work"~~) is deleted.

Clause 21.1 is deleted.

Clause 21.2 is amended as follows: delete ~~"Supplier cause"~~ and replace with "Material Breach by Supplier"

Add a new Clause 22.4 "With respect to clauses 22.1-22.3 above, any information or data over and above that which is agreed in the exit plan shall be provided (if available) , subject to agreement of the Charges associated with preparing the information so requested".

Clauses 28.1 and 28.2 is deleted (see Section 3.6 of this Order Form).

Clause 29.2 is amended as follows:

"Subject to compliance with the Law including the Data Protection Legislation, 60 days before a) the exit of any element of this Call-Off Contract and/or b) ~~twelve months before~~ this Call-Off Contract expires, and/or c) after the Buyer has given notice to End it, and within 28 days of the Buyer's request, and in accordance with Section 3.9 Off boarding, the Supplier will fully and accurately disclose to the Buyer in an anonymised format all staff information as is reasonably available to it relating to those staff directly engaged in the provision of the exiting Services 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:....:” Clause 29.4 is amended as follows: “In the 12 months <u>30 days</u> before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff <u>directly</u> assigned to the Services (unless reasonably requested by the Buyer <u>or the Supplier</u>) or their terms and conditions, other than in the ordinary course of business.” Clause 29.5 is amended as follows: “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. <u>At least 28 days prior to the date of termination or expiry, the Supplier shall prepare and provide a final staff list including named staff information to the Buyer and/or the Replacement Supplier.</u>” Clause 29.6 is amended as follows: “The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both: • its failure to comply with the provisions of this clause • any claim (<u>whenever arising</u>) 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 <u>occurring prior to</u> on or before the date of the Relevant Transfer, <u>whether such claim is in contract or in tort or under statute (including the Regulations, the Treaty of Rome and any Directives made under the authority of that Treaty) for any remedy including, without limitation, for unfair dismissal, wrongful dismissal, redundancy, statutory redundancy and any other rights contained in the Employment Rights Act 1996 equal pay, sex, race or disability discrimination.</u>” Clause 29.7 is amended as follows: “The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it ends or expires <u>up to but excluding the date of the Relevant Transfer.</u>” Amend Clause 32.3 as follows, delete 30 and replace with: <u>“35”</u>.
6.7 Public Services Network (PSN):	Delivery of PSN Compliant Services (Clause 14.3-14.5 of the Call-Off Contract) If requested to do so by the Buyer and mutually agreed between the Parties if applicable, the Supplier shall ensure that the G-Cloud Services

	adhere to the conditions and obligations identified in the PSN Code of Practice.
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Formation of contract / Section 7	
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	The terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.
2. Background to the agreement	
(A)	The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
(B)	The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	[REDACTED]
Title:	AGM DXC DWP Account	Head of Technology Services Category
Signature:		
Date:	22 nd March 2018	22 nd March 2018

Schedule 1 - Services

Schedule 1 - Deliverable

The Services to be provided by the Supplier under Lot 1 Platform as a Service (PaaS) are listed in section 3.2 of the Order Form.

Schedule 2 - Call-Off Contract charges

The detailed charging breakdown for the provision of delivered Services at Schedule 1 is embedded below within the documents "VME_Migration Services_G9_EPAAS_NSSRs" and "VME_Operations Services_G9_EPAAS_NSSRs" to clarify G Cloud 9 conversion charging.

[DOCUMENTS REDACTED IN FULL]

The Charges set out in the above document shall be invoiced per SMP in accordance with this Schedule 2, the applicable Service Request and the Call-Off Contract.

Indexation shall not be applied to the Charges.

Supplier expenses are not anticipated for the delivery of this Service. Should the Supplier anticipate any necessary spend on travel and / or subsistence expenses, these charges must be agreed in advance and approved by the Buyer prior to being incurred.

Exit / Offboarding Charges

At the Start Date the parties do not envisage any exit related activities taking place. In the event that exit activities (including TUPE, Data Transfer, Knowledge Transfer) are required then an exit plan and appropriate charges shall be agreed through change control in accordance with clause 32 (Variation).

Schedule 3 - Deed of guarantee

Not used for the purpose of this Call-Off Contract

Schedule 4 - Alternative Clauses

Not used for the purpose of this Call-Off Contract

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 24 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, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.2 to 5.6 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)

- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.62 (Data protection and disclosure)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer, 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 17.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it is not possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance

- receipts for the insurance premium
- evidence of payment of the latest premiums due

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

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

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

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

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

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

10. Confidentiality

10.1 Subject to clause 23.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all losses; damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Act (DPA) or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

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

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

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

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

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

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

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

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

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

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

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services. **12. Protection of information**

12.1 The Supplier must:

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

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

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

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

13. Buyer data

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 policy 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:

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

- 13.7 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 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 available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

16. Security

- 16.1 If asked by the Buyer, the Supplier will, within 5 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 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 will restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). The Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:
- an executed Guarantee in the form at Schedule 5
 - a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or losses

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

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

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

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

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

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

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

- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
 - stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
 - destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
 - work with the Buyer on any ongoing work
 - return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

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

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval

from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer Data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

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

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

25. Premises

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

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

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

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

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

- ensure the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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

26. Equipment

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

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

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

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

27.1 Except as specified in clause 29.8, a person who is not 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 support Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements
 - employment status
 - identity of employer
 - working arrangements
 - outstanding liabilities
 - sickness absence
 - copies of all relevant employment contracts and related documents
 - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all loss arising from both:
- its failure to comply with the provisions of this clause
 - any claim by any employee or person claiming to be an employee (or their employee representative) of

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

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

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

30. Additional G-Cloud services

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

30.2 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 in the form set out in Schedule 3.

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

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

32. Variation process

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

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

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

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at [\[LINK TO GOV.UK\]](#)

Schedule 4 - Alternative clauses

The Alternative clauses are available at [\[LINK TO GOV.UK\]](#)

Schedule 5 - Guarantee

The Guarantee is available at [\[LINK TO GOV.UK\]](#)

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but is not limited to) any: - information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above - other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Protection Legislation or DPA	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	Default is any: - breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) - other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to this Call-Off Contract
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. Buyers to enable them to be bought (https://www.digitalmarketplace.service.gov.uk/)
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any: • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party is not reasonably available The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.

Intellectual Property Rights or IPR	Intellectual Property Rights are: • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of

	Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract.

Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: ○ under the Bribery Act 2010
	○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but is not limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service

Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services
	necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.