



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	422614877942787
Call-Off Contract reference	Project_34895
Call-Off Contract title	CMSi Designated Sites – Hosting, Support and Maintenance
Call-Off Contract description	Hosting Support and Maintenance for 2022 onwards
Start date	01/04/2022
Expiry date	31/03/2023
Call-Off Contract value	██████████
Charging method	BACS
Purchase order number	TBC

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

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

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

From the Buyer	The Department for Environment, Food and Rural Affairs Suite D Unex House Bourges Boulevard Peterborough PE1 1 NG
To the Supplier	Idox Software Limited 03330146936 2nd floor Waterside 1310 Arlington Business Park Theale Berkshire RG7 4SA Company Number: 02933889
Together the 'Parties'	

Principal contact details

For the Buyer:

████████████████████
██
████████████████████

For the Supplier:

████████████████████
██
████████████████████

Call-Off Contract term

Start date	Notwithstanding the date of signature this Call-Off Contract starts on 01/04/2022 and is valid for 12 months . The date and number of days or months is subject to clause 1.2 in Part B below.
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<p>Ending (termination)</p>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<p>Extension period</p>	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 1 month's written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 1 period of up to 12 months.</p>

Buyer contractual details

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

<p>G-Cloud lot</p>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software
<p>G-Cloud services required</p>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>The Designated Sites Project captures data from all designations under one umbrella system (CMSi). This system was developed for the past several years from the simple NNR data system to the all-encompassing system it now is.</p> <p>In order for staff to use the system there are several prerequisites we need to obtain via G Cloud namely:</p> <p>Maintenance and Technical Support/Licences</p>

Quality standards	The quality standards required for this Call-Off Contract are included within the service description provided under the relevant service ID
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are included within the service description provided under the relevant service ID.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as contain in the Appendix to the Supplier Terms and Conditions provided under the relevant service ID
Onboarding	<ul style="list-style-type: none"> • N/A
Offboarding	<ul style="list-style-type: none"> • N/A
Collaboration agreement	<ul style="list-style-type: none"> • N/A
Limit on Parties' liability	<p>The annual total liability of either Party's direct loss or damage to physical Property (including any technical infrastructure, assets or Equipment) of the other Party, will not exceed £100,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data defaults will not exceed £100,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £100,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud

	<p>Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</p> <ul style="list-style-type: none"> • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.</p> <p>This section relates to clause 23.1 in Part B below.</p>
Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>Clauses 7.6, 7.7, 7.8, 7.9, 7.10 and 7.11 of the Framework Agreement.</p> <p>The Buyer shall provide the Supplier with as much notice as is reasonably practical before conducting any Audit or inspection.</p> <p>Unless clauses 7.11 applies, the Buyer shall cover the costs of conducting any Audit or inspection.</p>
Buyer's responsibilities	<p>The Buyer is responsible as listed in section 3 of the Supplier Terms and Conditions which are provided under the relevant service ID</p>
Buyer's equipment	<p>The supplier shall use its own equipment in the provision of the services, provided that the Buyer shall provide such access to its servers and systems as is necessary to provide the Services under this Call-Off-Contract</p>

Supplier's information

<p>Subcontractors or partners</p>	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>None</p>
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Call-Off Contract charges and payment

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

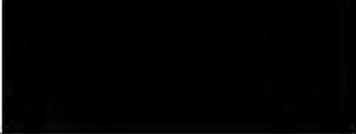
<p>Payment method</p>	<p>The payment method for this Call-Off Contract will be undertaken by the buyer who will make payment by BACS directly to the Supplier Bank Account as detailed on the Supplier Invoice.</p>
<p>Payment profile</p>	<p>The payment profile for this Call-Off Contract is: -</p> <p>100% in advance on Maintenance and Technical Support/Licences - [REDACTED]</p> <p>Monthly in arrears for Hosting and Call-off Support</p> <p>[REDACTED]</p> <p>Within the Hosting charges the Azure Hosting and RCALS are direct recharges at cost from Microsoft and may be subject to change if pricing from Microsoft changes.</p> <p>Upon occurrence of any or all of the following events described at a), b) or c), where:</p> <ul style="list-style-type: none"> a) Microsoft increase their pricing for Azure and/or RCALS or; b) the Buyer increases the number of RCALS or; c) the capacity of the Azure platform increases; <p>then the Supplier shall pass the cost of these increases to the Buyer, who shall be liable to pay the Supplier these costs in full and in accordance with the terms of this Call-Off Contract. Both Parties shall act reasonably and in good faith to agree a Variation to formally record any change to the Call-Off Contract Value effected in accordance with this provision.</p>

1. Formation of contract

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

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Idox Software Ltd	Buyer
Name		
Title		
Signature		
Date		

Schedule 1: Services

CMSi Designated Sites – Hosting , Support and Maintenance

Exegesis Quote

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Date: 09/03/2022
Version: 1.1

Quotation for Exegesis call-off contract 2022-23

Dear Andy

I am pleased to provide you with this quote for the delivery of services within the call-off contract for financial year 2022 – 2023.

Quotation details

Hosting service	Monthly cost	Annual cost exVAT	VAT @20%
██████████	██████████	█ ██████████	█ ██████████
██████████████████	██████████	█ ██████████	█ ██████████
██████████████████	██████████	█ ██████████	█ ██████████
██████████████████	██████████	█ ██████████	██████████
Maintenance and Technical Support by software component		Annual cost exVAT	VAT @20%



Exegesis CMSi SAAS Pricing



Exegesis CMSi Cloud Software Pricing

V: 30 June 2020



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precisely



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1 Basic CMSi licensing

Pricing reflects ability to pay with 3 tiered use classifications:

Tier 1: Qualifying charitable / non-profit sector

This category is intended to include the smaller organisations, typically local or regional charitable or non-profit organisations

Tier 2: Public sector & non-qualifying charity / non-profit

This category includes all public sector / governmental organisations plus national charitable or non-profit organisations that do not qualify in Tier 1

Tier 3: Private sector / commercial

This category is all users who do not qualify for Tiers 1 or 2

In this document all pricing refers to tier 2 users. Tier 1 is 25% less than tier 2 and tier 3 is 50% more than tier 2.

- The unit cost of each licence reduces with increases in the number purchased.
- ██████████ are deemed to be a 'corporate licence' and provides for unlimited use.
- Maintenance and Technical Support (MATS) is an optional annual payment and provides for free routine upgrades, 70% discount on major new CMS releases and unlimited remote technical support. It also activates 'concurrency' – see below.
- A 'concurrency ratio' of 1:1.5 is applied - allowing the software to be available to 50% more users than the number of licences purchased - providing that no more than the licenced number are used at any one time.
- CMSi is the core system and optional modules are independently priced.
- CMS Consortium members are offered discounted prices.

The cost per annum for the core CMSi application licence is as follows:

No. licences:	1	5	20	Corporate ¹
██████████	████	████	████	████

A range of optional extensions and plugins for CMSi are available to add functionality to CMSi, which are detailed in the Service Definition document. The costs per annum for these optional components are as follows:

No. licences:	1	5	20	Corporate ¹
LibraryLink Editor leased licence(s)	████	████	████	████
LibraryLink Viewer leased licence(s)	████	████	████	████
MapLink leased licence(s)	████	████	████	████
Property & Agreements Module leased licence(s)	████	████	████	████
Species and Recording Module leased licence(s)	████	████	████	████
Survey and Monitoring Module leased licence(s)	████	████	████	████

¹ Corporate licences equate to 150 licences or more.

Purchase of CMSi licences is more cost effective if the software is used for more than three years, as it is a single one-off cost. Customers who own licences of CMSi or any of its extensions and plugins can use the hosted service with the annual licence cost stated above wholly discounted. In this scenario all other hosting costs apply.

Annual software maintenance and unlimited technical support is also available:

No. licences:	1	5	20	Corporate¹
CMSi MATS	████	████	████	████
LibraryLink Editor MATS	████	████	████	████
LibraryLink Viewer MATS	████	████	████	████
MapLink MATS	████	████	████	████
Property & Agreements Module MATS	████	████	████	████
Species and Recording Module MATS	████	████	████	████
Survey and Monitoring Module MATS	████	████	████	████

Exegesis Cloud Software packages are available hosted on our Exegesis cloud servers or Microsoft Azure. Hosting on Exegesis servers is an affordable, scalable option that is suitable for most of our clients. Azure hosting is used by some of our UK government customers. Exegesis software licence costs, call-off support, application management and map data service options are independent of the type of hosting.

Educational users are entitled to free software and need only pay for hosting and MATS services.

Consultancy services are charged at £592 to £906 per day, depending upon the skills deployed, and include:

- On-boarding
- Set up of Precisely MapInfo, ESRI ArcGIS and QGIS with MapLink
- Data migration
- Training
- Configuration

2 ESDM server package

2.1 Application server options

We run your applications on 64-bit servers running Windows Server 2019 operating system. We offer six options, as follows, with additional options for storage, users, administration and backups below.

Package	RAM	Cores	Disk size	Price annum	per
Shared server (website)	n/a	n/a	n/a	████	

Shared server (app hosting)	n/a	n/a	n/a	████████
VPS ² 0	4 GB*	1	70 GB	████████
VPS 1	4 GB*	2	70 GB	████████
VPS 2	8 GB*	2	70 GB	████████
VPS 3	16 GB*	4	100 GB	████████

* RAM is dynamically assigned on demand, up to this figure. **£250 less for charities.

2.2 Data storage options

We provide a dedicated data drive on all Exegesis hosted Virtual Private Servers. Storage is charged at a rate of £0.53 per GB per annum. This pricing applies to any of the above server options and excludes database storage.

2.3 Database server

For CMSi you are likely to want to make use of our shared SQL Server and/or PostgreSQL database servers. Pricing depends on the total database server space required. Off-site backups, with 30 days retention of the daily backup and 30 weeks retention of a weekly backup (simple recovery model) are included within all database server orders.

SQL Server, up to 1 GB per annum	████████
SQL Server, per 5 GB per annum	████████
Dedicated SQL Server 2014 database server	████████
PostgreSQL, per 5 GB per annum	████████

2.4 Backup, restoration and recovery options

Backups for your databases are included in database server orders, but beyond this you will also want security for your application files plus any images, documents and other files stored on your server. We offer two levels of backup to protect against accidental loss or corruption. Firstly, and for no extra charge, we backup images of the servers on-site every night for disaster recovery. Secondly, we offer 'off-site' nightly backups, which involve copying files to a third-party cloud-based backup service, with 30 days retention of the daily backup as standard. This 'off-site' backup provides the facility for you to recover accidentally changed or deleted files, and recovery from disasters that affect all other on-site measures. Optionally we can extend this backup to retain 30 weeks retention of a weekly backup. Off-site backups are charged by volume as follows:

² Virtual Private Server.

Volume	Price per GB annum
First 10 GB	██████
Next 15 GB	██████
Next 25 GB	██████
Next 50 GB	██████
Next 150 GB	██████
Next 250 GB	██████
Next 500 GB	██████
Over 1000 GB	██████

Recovery from hardware or system faults is carried out at our cost on a best endeavours basis; recovery of files at the client's request (e.g. accidental data loss) is carried out under call-off support time, or at standard consultancy rates if no call-off support time is available. Clients taking out the "Server Administration Rights Option" (see below) can manage their own backup and recovery if desired.

2.5 Users

We charge ██████ per connecting user³, covering the costs of Windows Remote Desktop licensing, plus licence server management and configuration. By a user we mean a single named login account, which can be used from any computer. Note: this does not include licensing for any Exegesis applications such as CMSi, or for third party products like Microsoft Office, MapInfo Professional or ArcGIS - these licences must be supplied by you or purchased in addition.

2.6 Administrative session sharing option

We can permit one or more "power user" accounts to be able to share screens with other users on the same server. This can be used to provide training to new users, trouble-shoot issues raised by remote users, etc. It is particularly useful where users are working from different locations. This option is only available on VPS packages.

Administrative Session Sharing, per "power user" per annum	██████
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2.7 Web server option

You may also want to run websites or services on your server, requiring installation and configuration of IIS. Note that running websites/services may have implications for the power/capacity needed on your server. Work to set up your web applications is carried out under call-off support time, or at standard consultancy rates if no call-off support time is available. Clients with Server Administration Rights may undertake this work themselves if desired.

Web Server, per annum	██████
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³ For the first ten seats, POA for more; our pricing is subject to changes in the UK Microsoft Public Sector Agreement.

3 Azure server package

We pass on all Microsoft Azure hosting charges on at cost, only charging for setup and configuration. We have no control over Azure pricing, as such all prices in this section are subject to change.

The following are costs for the headline Azure services relevant to CMSi. We would be happy to help set up any Azure services not listed. We would again pass all Azure charges on at cost, only charging for our time.

Alternatively, you can purchase Azure hosting direct using the Microsoft G-Cloud service and the relevant CMSi software licences and support from Exegesis. Under this scenario we would not provide the hosting, but the service received from us would be otherwise identical.

3.1 Application server options

We run your applications on Azure virtual machines on 64-bit servers running Windows Server 2019 operating system. We offer seven Azure packages, as follows, with additional options for storage, users, administration and backups below. All prices cover the costs of connecting users to Azure virtual machines.

Package	RAM	Cores	Temporary storage	Price
A1 v2	2.00 GB	1	10 GB	██████████
A2 v2	4.00 GB	2	20 GB	██████████
A2m v2	16.00 GB	2	20 GB	██████████
A4 v2	8.00 GB	4	40 GB	██████████
A4m v2	32.00 GB	4	40 GB	██████████
A8 v2	16.00 GB	8	80 GB	██████████
A8m v2	64.00 GB	8	80 GB	██████████

3.2 Data storage options

Like all Azure pricing this is charged on a usage basis calculated on the average daily amount of data stored (in GB) over a monthly period. Four types of storage are available (refer to the service definition for details):

- Locally Redundant Storage (LRS)
- Zone Redundant Storage (ZRS)
- Geographically Redundant Storage (GRS)
- Read-Access Geographically Redundant Storage (RA-GRS)

Prices shown are for block blob storage and exclude database storage. The Access Tier can be Hot or Cool, as described below:

- A Hot access tier which indicates that the objects in the storage account will be more frequently accessed. This allows you to store data at a lower access cost.
- A Cool access tier which indicates that the objects in the storage account will be less frequently accessed. This allows you to store data at a lower data storage cost.

Storage type	£ per GB per month	Operations per month	List and Create container operations per 10,000	Read operations per 10,000	Other operations per 10,000	Retrieval per GB	Write per month
LRS-HOT	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LRS-COOL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ZRS-HOT	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ZRS-COOL	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
GRS-HOT	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
GRS-COOL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RAGRS-HOT	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
RAGRS-COOL	£ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

* The following API calls are considered write operations: PutBlob, PutBlock, PutBlockList, AppendBlock, SnapshotBlob, CopyBlob and SetBlobTier operations. ** The following API calls are considered list and create container operations: ListBlobs, ListContainers and CreateContainer. ***The following API calls are considered read operations: GetBlob and SetBlobTier. **** All other operations except Delete, which is free.

3.3 Database server

On Azure we use a Virtual Machine to run SQL Server which is dedicated to your application. As a result, this suits larger installations where an implementation specific SQL Server database can be justified. The actual cost of running SQL Server in Azure is charged on a per hour of use basis.

Seven SQL Server packages are available:

Package	RAM	Cores	Temporary storage	Price
---------	-----	-------	-------------------	-------

A1 v2	2.00 GB	1	10 GB	████████
A2 v2	4.00 GB	2	20 GB	████████
A4 v2	8.00 GB	4	40 GB	████████
A8 v2	16.00 GB	8	80 GB	████████
A2m v2	16.00 GB	2	20 GB	████████
A4m v2	32.00 GB	4	40 GB	████████
A8m v2	64.00 GB	8	80 GB	████████

3.4 Backup, restoration and recovery options

Azure provides many options for levels of backup and resilience so it's simply a case of discussing what you consider appropriate, as higher resilience has a cost. Costs below are the costs per protected instance; storage consumed is additional and is charged using the storage rates above.

	Per protected instance
Instances up to 50 GB of data	████████
Instances between 50 GB and 500 GB of data	████████
Instances greater than 500 GB of data	████████

3.5 Web server option

You may also want to run websites or services on your server, requiring installation and configuration of IIS. Azure offers two main web server options: Basic and Standard. Basic and Standard Azure web server options come in three sizes and are priced in the following table:

Size	Cores	Memory	Basic	Standard
Small	1	1.75 GB	████████	████████
Medium	2	3.5 GB	£0.112/hr	£0.150/hr
Large	4	7 GB	£0.224/hr	£0.299/hr

Basic Azure web servers include 10 GB of storage. Standard Azure web servers include 50 GB of storage.

SSL connections for the Basic option are charged at the following rates:

████████	████████
████████	████████
████████	████████

Work to set up your web applications is carried out under call-off support time, or at £592 to £906 per day, depending upon the skills deployed, if no call-off support time is available.

3.6 Standard cloud support package

Our standard cloud support package for Azure hosted services covers our time running and managing the Azure service and Virtual Machines. This covers administering backups, patches, licences, performance monitoring, disk space usage, memory usage, etc. This is added to any Azure-based order at £2,230.20 per month.

4 Call-off support options

Call-off support is available for both Azure and Exegesis hosted packages. Normal Exegesis technical support is by phone/email, but when you use our application hosting services you can ask us for more direct assistance. This can include online training, resolving data problems, retrieving files from backups, advanced configuration, in fact anything you need.

Call-off support time is charged at £592 to £906 per day, depending upon the skills deployed.

5 Application management option

Your applications will require upgrades and patches from time to time. You are likely to be entitled to these patches and upgrades under your Maintenance And Technical Support contract, but there is still work to be done to install and configure these patches. We can do this under call-off time, or we can add the following option to your contract, under which we will apply any available upgrades and patches for up to five applications on your server (for example, CMSi, LibraryLink, MapLink, ArcGIS and Office). Upgrades will be applied and scheduled in discussion with you.

Application upgrades and patches, per annum	██████
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■ Server administration rights option

Some customers prefer to manage a dedicated server themselves, including installing application upgrades and patches, configuring user accounts and security, restoring backups etc. This may replace the need for our Call-Off Support and/or Application Management services. This option is only available on Azure or our VPS packages.

Server Administration Rights, per annum	██████
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■ Microsoft Office option

We can offer Microsoft Office Standard or Professional, with a simple flat rate charge per user. By a user we mean a single named login account. Office Standard includes Word, Excel, PowerPoint, Outlook, OneNote and Publisher. Office Professional additionally includes Access. We have no control over Microsoft pricing, as such all prices in this section are subject to change.

	General	Charity
Microsoft Office Standard for each named user per annum	██████	██████
Microsoft Office Professional for each named user per annum	██████	██████

Service definition document-2020-06-30



Exegesis CMSi Cloud Software Service Definition

V: 30 June 2020



Great House
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1 An overview of CMSi

1.1 Core CMSi

Owned by a non-profit consortium of land management and conservation organisations, CMSi is the software supported approach to the adaptive management of land that has conservation and amenity value.

CMSi is particularly valuable for land management of terrestrial and marine sites with important ecology, habitats, species, geology or heritage. It is used for managing Special Areas of Conservation (SACs), Special Protection Areas (SPAs), RAMSAR sites, National Nature Reserves (NNRs), Sites of Special Scientific Interest (SSSIs), European Marine Sites (EMS), Marine Conservation Zones (MCZs) and other nationally and locally designated sites. It can also be used for landscape scale planning, with linkages between sites and landscapes. CMSi is fully compatible with the ecosystem services approach

Developed over many years by a consortium of conservation organisations, the current version harnesses the latest mapping and database technology to create a highly functional and easy to use software tool that can be used installed locally or used via Software as a Service.

- CMSi helps you to prepare and maintain management plans, to implement your management plans and to monitor and review your management. In fact, it integrates all these aspects to create a single, dynamic site management system that works for a single site or across multiple sites.
- CMSi ensures that site management is well planned, evidence-based, objective and rational.
- CMSi automates your routine tasks and casework such as creating work programs, budget forecasting and conservation status reporting. This includes monitoring of sitebased conservation objectives for protected land and other areas.
- The assets module in CMSi allows you to manage the assets related to your site and integrate this with your management plan. This includes scheduling and recording of asset and health and safety inspections.
- CMSi includes a full contact data management system, allowing relevant stakeholders, tenants and landowners to be recorded.
- CMSi brings all your important site information together into an accessible, one-stop shop that survives organisational and staff changes, and provides an audit trail for decisions made and work done.
- CMSi enables best practice to be easily shared within and between organisations.
- CMSi allows conservation statuses to be linked to sites, units and/or compartments, allowing maximum flexibility when monitoring.
- CMSi offers flexible and instant reporting functionality, including graphs, maps and photos. Customers can also use SQL Server Reporting Services to generate reports directly from the data.

- CMS*i* offers comprehensive in-built mapping functionality and tools, allowing Geographical Information (GI) to be stored in the database or displayed in the internal mapper. This includes vector data, such as polygons representing site and compartment boundaries, and raster data, such as aerial photography. These data can be in virtually any GIS format.
- CMS*i* also has spatial querying functionality allowing, for example, the SSSIs overlapping and underpinning a SAC to be queried and interrogated.
- CMS*i* has the capability to import and export data in XML formats, allowing integration with other systems.
- CMS*i* includes full financial planning functionality, with a history of allocation changes for auditing purposes.
- Some clients have achieved deep automatic integration with existing finance and contact management systems by using automated XML exports or the CMS*i* API.
- CMS*i* allows full control over who can view and edit data through role-based evidence controls.
- CMS*i* includes a web interface for validated external web users that allows for remote work recording.
- CMS*i* has a fully documented API that allows information in the CMS*i* database to be made accessible to stakeholders, partners and the public. This includes the capability to publish to external web pages and other systems.
- CMS*i* includes options for a large font display to assist the visually impaired.
- Support and training for CMS*i* is provided by experienced staff with both technical and conservation knowledge.

1.2 CMS*i* optional modules

The core CMS*i* system is a very comprehensive solution and for many organisations will be the only software required for planning and managing any land areas. It is also possible to enhance the systems capability with additional, deeply integrated modules:

- LibraryLink - Organises all your electronic documentation, reports, photos etc. and allows you to link them directly to the relevant records in your management system, making ALL site and project information directly accessible from CMS*i* – a real 'one-stop shop'. It can be integrated with Microsoft SharePoint, HP TRIM or other document management systems.
- MapLink - CMS*i* includes its own mapping system but MapLink facilitates additional integration and compatibility with ArcGIS, MapInfo and QGIS. It also allows for spatial data export.
- Property & Agreements Module – allows you to:
 - Map and record detailed information on all property holdings.

- Manage legal processes, documents and transactions relating to property and asset ownership, tenancy and rental.
 - Manage all agreements, permits, wayleaves and easements related to your sites.
 - List all rights affecting your sites along with details of who holds them, what the restrictions are, etc.
 - Map and manage any buildings on your sites.
 - Manage grants and subsidies you have received and link the funding to work you have undertaken.
- Species and Habitat Recording module – A very comprehensive suite of tools users to be able to record, import, store and display species observations and vegetation records and maps:
 - Records and imports species observations.
 - Imports and displays vegetation maps.
 - Configurable interface to reflect users preferred approach to biodiversity recording and monitoring.
 - Submitted data automatically validated using customisable rules.
 - Record against grid referenced locations, sites or any other spatial feature in the CMSi database.
 - Flexible species dictionary structure that can act as a simple species list or reflect relationships between taxa.
 - Comprehensive reporting including distribution and density maps.
 - Survey and Monitoring Module – A suite of tools to allow enhanced management of the results of field data collection.
 - CMSi Web – A website interface for the CMSi database that allows volunteers, remote staff members or partner organisations to log what they have done and view methodologies for activities that have been allocated to them, without access to the main CMSi installation.
 - CMSi Mobile – A smartphone application for field-based access to CMSi data and for data capture. Map-centric with off and on-line operation.

Information can also be found at www.software4conservation.com.

1.3 CMSi clients

CMSi is used by public and private sector environmental organisations and charities, including several government agencies in the UK and overseas. As of June 2016, this includes:

- Natural England
- Natural Resources Wales
- Staatsbosbeheer, the Dutch forestry and nature conservation statutory organisation
- Natuurmonumenten, a Dutch organisation that protects and manages over 1,000 km² of nature reserves in the Netherlands
- De12Landschappen, the partnership of Dutch provincial landscape organisations
- Agentschap voor Natuur en Bos, the Flemish nature conservation statutory organisation
- CapeNature
- State Institute for Nature Protection, Croatia
- The National Trust
- The Wildfowl and Wetlands Trust
- Zoological Society of London
- States of Jersey

- Welsh Trunk Road Agencies
- Numerous Wildlife Trusts and local authorities
- Greenwich and Nottingham Trent Universities
- Măcin Mountains National Park Administration, Romania
- Creston Valley Wildlife Management Authority, Canada
- A range of environmental consultancies

2 Hosting and backup

Exegesis Cloud Software packages are available hosted on our Exegesis cloud servers or Microsoft Azure. Hosting on Exegesis servers is an affordable, scalable option that is suitable for most of our clients. Azure hosting is used by some of our UK government customers. Exegesis software licence costs, call-off support, application management and map data service options are independent of the type of hosting.

When your applications run on our servers or Azure, they can be used from any of your PCs and even from home, other offices, or out in the field. Services hosted on Exegesis servers and Azure are secured with SSL and IP filtering to ensure that only you can connect and see your data. We can have you fully operational within days of placing an order.

Alternatively, you can purchase Azure hosting direct using the Microsoft G-Cloud service and the relevant CMS/ software licences and support from Exegesis. Under this scenario we would not provide the hosting, but the service received from us would be otherwise identical.

Our recommended solution if using Exegesis hosting is to use one of our "VPS" (virtual private server) packages, giving you and your applications a dedicated application server. For smallscale scenarios we can also host your application on a shared server. Our servers are all "managed", that is we keep the server up to date with security updates and patches, and monitor performance and availability. All packages can make use of our shared SQL Server and/or PostgreSQL database servers.

This document gives more information about options; there are several options to choose from, designed to give you precisely the power and space you need for the right price. Please contact us if you would like to discuss your options or place an order for application hosting.

2.1 Locale and information assurance

Exegesis servers are located in Virtus, London and are accredited as follows:

- BREEAM Good
- ISO 9001:2008 – Quality Management
- ISO 14001:2004 – Environmental Management
- ISO 27001:2013 – Information Security Management
- ISO 50001:2011 – Energy Management

The Azure servers used are located in the European Union and are ISO/IEC 27001:2013 Information Security Management accredited. Microsoft Azure is G-Cloud and Cyber Essentials PLUS accredited.

The Azure and Exegesis hosted options are suitable for OFFICIAL information according to the Government Security Classification scheme. This includes appropriate physical protection of at rest data, the use of commercially available security software and SSL encrypted data in transit.

2.2 Start-up

The start-up phase includes setting up the server, configuring licensing, firewalls, anti-virus, connectivity to database server and internet, installation of your applications, backups, and

ensuring you can connect successfully. Pricing depends on the complexity of your applications and datasets - please contact us to discuss your detailed requirements.

A typical start-up would take one to five days, depending on complexity and numbers of users. See our pricing document for details of cost.

2.3 Application server options

We offer various Exegesis Virtual Machine or Azure server options, with additional options for storage, users, administration and backups below. We run your applications on 64-bit servers running Windows Server operating system. We offer six Exegesis server options:

Package	RAM	Cores	Disk size
Shared server (website)	n/a	n/a	n/a
Shared server (app hosting)	n/a	n/a	n/a
VPS ⁴ 0	4 GB*	1	70 GB
VPS 1	4 GB*	2	70 GB
VPS 2	8 GB*	2	70 GB
VPS 3	16 GB*	4	100 GB

* RAM is dynamically assigned on demand, up to this figure.

The Azure options are based upon the standard tier and are as follows:

Package	RAM	Cores	Temporary storage
A1 v2	2.00 GB	1	10 GB
A2 v2	4.00 GB	2	20 GB
A2m v2	16.00 GB	2	20 GB
A4 v2	8.00 GB	4	40 GB
A4m v2	32.00 GB	4	40 GB
A8 v2	16.00 GB	8	80 GB
A8m v2	64.00 GB	8	80 GB

2.4 Data storage options

We provide a dedicated data drive on all Exegesis hosted Virtual Private Servers.

Like all Azure pricing data storage is charged on a usage basis calculated on the average daily amount of data stored (in GB) over a monthly period. Four types of storage are available:

- Locally Redundant Storage (LRS) - copies your data synchronously three times within a single physical location. Designed to provide 99.999999999% durability of objects over a given year.
- Zone Redundant Storage (ZRS) - copies your data synchronously across three Azure availability zones. Designed to provide 99.999999999% durability of objects over a given year.

⁴ Virtual Private Server.

- Geo Redundant Storage (GRS) - copies your data synchronously three times within a single physical location as in LRS and copies to a single physical location in another

region. Designed to provide 99.99999999999999% durability of objects over a given year.

- Read-Access Geo Redundant Storage (RAGRS) - provides read-only access to the storage account in the secondary region that will eventually have a consistent copy of the data in the primary storage. Customers can use this service to access their data when the storage account in the primary region is unavailable. Designed to provide 99.99999999999999% durability of objects over a given year.

2.5 Database server

For Exegesis hosting you are likely to want to make use of our shared SQL Server database servers. Pricing depends on the total database server space required per annum basis. Off-site backups, with 30 days retention of the daily backup and 30 weeks retention of a weekly backup (simple recovery model) are included within all database server orders.

On Azure we use a Virtual Machine to run SQL Server which is dedicated to your application. As a result, this suits larger installations where an implementation specific SQL Server database can be justified. The actual cost of running SQL Server in Azure is charged on a per hour of use basis.

2.6 Backup, restoration and recovery options

Backups for your Exegesis hosted databases are included in database server orders, but beyond this you will also want security for your application files, plus any images, documents and other files stored on your server. We offer two levels of backup to protect against accidental loss or corruption. Firstly, and for no extra charge, we backup images of the servers on-site every night for disaster recovery. Secondly, we offer 'off-site' nightly backups, which involve copying files to a third-party cloud-based backup service, with 30 days retention of the daily backup as standard. This 'off-site' backup provides the facility for you to recover accidentally changed or deleted files, and recovery from disasters that affect all other on-site measures. Optionally we can extend this backup to retain 30 weeks retention of a weekly backup.

Azure provides a built-in level of protection because of the redundancy it offers. The underlying virtual hard disks (.vhd files) used by the virtual machines are kept in Blob storage in an Azure storage account. Without additional configuration, data is protected by locally redundant storage, which maintains multiple replicas of data within a single region. Higher levels of resilience can also be achieved if required by using geo-replication and machine clustering.

Azure provides many options for levels of backup and resilience so it's simply a case of discussing what you consider appropriate, as higher resilience has a cost. However, you are free to adjust this as you wish as we are simply passing on the Azure charge at cost.

Databases are backed up onto another separate cloud provider overnight – along with any other critical files. This 'off-site' backup provides the facility for you to recover a version of the database daily for the last 30 days and weekly for the last 30 weeks. Databases are backed up using SQL Servers' 'simple backup recovery' model.

Recovery from hardware or system faults is carried out at our cost on a best endeavours basis; recovery of files at the customer's request (e.g. accidental data loss) is carried out under reduced rate call-off support time (see Section 4.5), or at standard consultancy rates if no call-off support time is available. Customers taking out the "Server Administration Rights Option" (see Section 2.8) can manage their own backup and recovery if desired.

2.7 Users

For Exegesis hosted services we charge a simple flat rate per connecting user, covering the costs of Windows Remote Desktop licensing, plus licence server management and configuration. By a user we mean a single named login account, which can be used from any computer. There is no charge for connecting users to Azure hosted servers, as these costs are covered by the Application server options. Note: this does not include licensing for any Exegesis applications such as CMSi, or for third party products like Microsoft Office, MapInfo Professional or ArcGIS - these licences must be supplied by you or purchased in addition.

2.8 Server administration rights option

Some customers prefer to manage a dedicated server themselves, including installing application upgrades and patches, configuring user accounts and security, restoring backups etc. This may replace the need for our Call-Off Support (Section 4.5) and/or Application Management (Section 4.6) services. This option is only available on Azure or our VPS packages.

2.9 Administrative session sharing option

We can permit one or more 'power user' accounts to be able to share screens with other users on the same server. This can be used to provide training to new users, troubleshoot issues raised by remote users, etc. It is particularly useful where users are working from different locations. This option is only available on VPS packages.

2.10 Web server option

You may also want to run websites or services on your server, requiring installation and configuration of IIS. Exegesis servers can also be used as web servers, though it should be noted that running websites/services may have implications for the power/capacity needed on your server.

Azure offers two main web server options: Basic and Standard. Both offer custom domain support. The differences between these options are summarised in the table below:

	Basic	Standard
Disk space	10 GB	50 GB
Maximum instances	Up to 3	Up to 10
Deployment slots	x	
Testing in production	x	
VNET Integration	x	
Auto scale	x	
Traffic Manager	x	

Backup/restore	x	
Local cache	x	

Basic and Standard Azure web server options come in three sizes:

Size	Cores	Memory
Small	1	1.75 GB
Medium	2	3.5 GB
Large	4	7 GB

Work to set up your web applications is carried out under call-off support time, or at the rates in our pricing document if no call-off support time is available. Customers using Exegesis hosting and with Server Administration Rights may undertake this work themselves if desired. Work to set up your web applications is carried out under reduced rate call-off support time (see Section 4.5), or at standard consultancy rates if no call-off support time is available. Customers using Exegesis hosting and with Server Administration Rights (see Section 2.8) may undertake this work themselves if desired.

2.11 Technical requirements

The requirements of the customer system are extremely modest. You must be able to run Microsoft's remote desktop client (which is included with Microsoft Windows). You need to be able to browse the internet over port 80/8080 and you need to have a reliable internet connection.

The bandwidth required is actually very little per user in most cases (e.g. <100 Kbps and often much less) as described in detail at

<https://techcommunity.microsoft.com/t5/Enterprise-Mobility-Security/Top-10-RDP-Protocol-Misconceptions-8211-Part-1/ba-p/246707>

3 On-boarding and off-boarding processes/scope etc.

On-boarding arrangements are agreed as appropriate with each customer and are documented in the project implementation document. Typically including:

- Roles and responsibilities
- Communication channels and protocols
- Contract Management
- Project Management
- Timetable
- Business process analysis
- System integration
- System configuration
- Data migration report and implementation
- Training
- Support management/help

Off-boarding arrangements cover timetabling, data transfer formats, transfer mechanism, confirmation of data receipt and of copies and closing of service. Exegesis commits to returning all consumer generated data (e.g. content, metadata, structure, configuration etc.).

On-boarding and off-boarding data formats are agreed with each customer.

There is no penalty or charge for off-boarding, although standard fees may be charged if any consultancy or support work is requested.

Off-boarding can normally be achieved within 8 weeks of notification.

4 Service details

4.1 Service management

Service management is typically undertaken by Exegesis, unless the Customer has purchased the server administration rights option (Section 2.8).

4.2 Service levels and constraints

The server facilities and software as agreed will be made available to the Customer for the duration of this agreement.

The maintenance responsibility for the server and software is specific to individual contracts. Where the Company bears responsibility for maintenance, the Company will maintain the software with the latest service pack, patches and upgrades.

Under the terms of this agreement the Company will not be responsible for application failures arising from updates to the operating system or to other third-party software which is maintained under this agreement. (This responsibility may rest with the Company if the Customer has a current 'maintenance and technical support' contract for the Customer Software).

The Company will use all reasonable endeavours to maintain the Services uninterrupted 24 hours a day, 365 days a year. The Company cannot warrant that the Services will be 100% uninterrupted, although availability (other than for scheduled maintenance) is anticipated to be better than 99.9%.

The Company shall have no liability for any delay or default in performance of any obligation caused directly or indirectly by breakdown or unavailability of computer hardware, software or parts thereof, telecoms connections or power supply or any other cause or causes beyond the Company's reasonable control. The Company shall bear responsibility for delay or default in performance of any obligation where such has resulted from error or omission on the part of the Company.

On notification or detection of a system failure the Company will start investigation and resolution processes within 2 hours if the notification is received within normal business hours (being 09.00 to 17.00, every day other than a Saturday, Sunday or public holiday). Outside of these times investigation and resolution processes will commence at the start of the next working day.

Any necessary downtime to replace components will be scheduled by agreement with the Customer. Where an interruption to the Services is the result of action taken by the Customer, the Company reserves the right to charge the Customer at the current standard hourly rate until the work required for the restoration of normal services is completed. The Customer will be advised in advance of other non-availability periods, except in emergency situations that necessitate immediate withdrawal of system availability.

Hosted Microsoft products are subject to the relevant Microsoft licensing terms.

4.3 Customer responsibilities

The customer has responsibility for ensuring that they have selected the correct level of service. We can advise, but the customer must decide what is right for them.

If the customer has selected the Server administration rights option, they have responsibility for installing application upgrades and patches, configuring user accounts and security, restoring backups, etc. and any breakages or downtime resulting from their actions.

4.4 Trial service

We offer a trial service for CMS*i*. This involves one months' use of the service without software licensing costs. All other costs of hosting, setup and support apply for the one month period.

4.5 Call-off support options

Call-off support is available for both Exegesis hosted and Azure packages. Normal Exegesis technical support is by phone/email, but when you use our application hosting services you can ask us for more direct assistance. This can include online training, resolving data problems, retrieving files from backups, advanced configuration or customisation, in fact anything you need.

Call off support is available at a reduced rate when paid for annually in advance. This can be drawn down whenever required (during office hours). We strongly recommend at least one day of call-off time per year, and existing customers always tell us they benefit from having more. Unused

call-off time in any annual period can be carried forward for up to three months or converted into credits for training courses. Otherwise support is charged in arrears at our standard consultancy rates.

More extensive modification, configuration and customisation of CMS/ can be undertaken through our website, mobile and desktop technology cloud application build and configuration cloud support offerings.

4.6 Application management option

Your applications will require upgrades and patches from time to time. You are likely to be entitled to these patches and upgrades under your Maintenance And Technical Support contract, but there is still work to be done to install and configure these patches. We can do this under call-off time, or we can add the application management option to your contract, under which we will apply any available upgrades and patches for up to five applications on your server (for example, CMS/, LibraryLink, MapLink, ArcGIS and Office). Upgrades will be applied and scheduled in discussion with you.

4.7 Microsoft Office option

We can offer Microsoft Office Standard or Professional, with a simple flat rate charge per user. By a user we mean a single named login account. Office Standard includes Word, Excel, PowerPoint, Outlook, OneNote and Publisher. Office Professional additionally includes Access.

4.8 GIS options

We can host Precisely MapInfo, ESRI ArcGIS and QGIS allowing MapLink to be utilised with our CMS/ products. Customers can provide their own licences for MapInfo and ArcGIS or we can arrange licencing.

4.9 Map data services options

You may be able to use existing corporate web mapping services to supply your Ordnance Survey base maps. If not, we can offer subscription-based access to the Ordnance Survey "Open Data" mapping layers. Available datasets include:

- Open Data raster mapping from whole UK to StreetView
- BoundaryLine (administrative areas)
- Contours (from 1:50,000 maps)

Other map data are available on request.

4.10 Training

Training is available at our offices in mid-Wales or at customer offices. Training courses include Foundation and System Administrator training. Bespoke training can also be provided.

At our offices we provide a well-appointed training suite in a pleasant rural setting within the Brecon Beacons National Park. Our courses include:

- lunch at the nearby Bakers' Table or Honey Café⁵
- tea & coffee refreshments throughout the day²
- a fast, modern PC per delegate²
- air conditioning²
- free parking²
- disabled access if required²
- training manual
- free post-course support
- small groups - 6 max

We also offer a series of webinars looking in detail at aspects of the CMS/ software.

4.11 Software Maintenance And Technical Support (MATS)

4.11.1 The Contact

Exegesis SDM will provide MATS to a single designated individual ("the Contact"). The Contact must have received training from Exegesis SDM to at least System Administrator level, or be able to demonstrate an equivalent level of expertise. When the Contact is not available for an extended period, Support will be provided to other users on a limited basis. It may benefit customers to have more than one user trained to System Administrator level.

4.11.2 Support

Support constitutes technical assistance in solving any problems encountered by users in operating or configuring the supplied software. Support is provided for the most recent software release and for the previous version. Subject to 'fair use' Support is unlimited unless otherwise stated below.

4.11.3 Availability

Support will be available by fax, e-mail and telephone during normal office hours (09:00 to 17:00 hours Monday to Friday) excluding public holidays and 27th-31st December. All calls are taken by Technical Support Staff who can resolve a wide range of issues immediately across most of the Exegesis product range, and so our initial response and assessment will normally be immediate (or within 24 hours for email or fax). For most Support calls, the problem can be resolved at this stage. Where a Support issue cannot be resolved immediately, it will be referred to Product Consultants and/or the Development Team; the customer will be informed of the reason and of the likely timescale to achieve a solution.

If the customer is not satisfied with the response to a Support call, the matter will be referred to the Management Team.

4.11.4 Maintenance

Maintenance constitutes the provision of current version upgrades and patches, and also covers part of the cost (typically 70%) of major new releases. Major releases (signified by a new version number) will incur a variable additional charge that is dependent on the increase in functionality. All

⁵ For courses in our training suite.

upgrades or software patches for customers on MATS will be implemented by Exegesis on the relevant server.

5 Ordering

5.1 Ordering and invoicing process

Please contact us in the first instance to discuss your requirements. We will then be able to advise you on the most appropriate options to meet your requirements. Orders are generally placed upon receipt of a purchase order.

Invoices are issued upon use of each option, so for example licensing and set up costs are issued at the start of the contract, whilst usage costs for the Azure service are charged based upon customer usage. Our standard payment terms are 30 days from the date of the invoice.

5.2 Financial recompense model for not meeting service levels

For Exegesis hosted services, if we fail to meet on a monthly basis a service of 99.9% we will repay 1 days hosting fee for every 1 hour the system is unavailable beyond standard – without limit.

The financial recompense model for Windows Azure is through a service credit model, which we pass directly to the customer in the event of Azure failure. Azure Service Level Agreement (SLA) Credits are calculated as a percentage of the bill for that service in the month the SLA was missed and then applied to the next month's bill. Details are available at <https://azure.microsoft.com/en-gb/support/legal/sla/>.

5.3 Termination process

Either the customer or Exegesis may terminate the contract at any time by giving one month's written notice to the other where the other:

- commits any breach of the Terms and Conditions and if capable of remedy fails to remedy the breach within 30 days after being required by written notice to do so.
- goes into administration, administrative receivership, receivership, voluntary arrangement or liquidation.
- in the case of an individual or firm becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

If we terminate the contract for reasons other than contractual default of the client then our costs of termination fall to us. If the client terminates the contract or if we terminate the contract as a consequence of client default then the costs of off-boarding will be charged to the client according to the rates in our pricing document.

See our Terms and Conditions for more detail.

6 Open standards and Open Source

Open standards are supported in terms of service delivery using IP, TCP and HTTP. The CMS/ API is based upon the Odata standard.

Open standards are supported in terms of data storage and output/presentation using SQL, PDF, HTML and OGC Simple Features.

Open Source components include the 'MapServer' mapping engine.

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, provided that 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)
- 5.4 to 5.5 (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)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaintshandling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)

- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- 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:

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

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

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

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on 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 prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 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 Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. 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 obtain 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:
- 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 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:

- 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 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:
- 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
- 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject

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

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and
the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and
Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards

- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

16. Security

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

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
- 17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

18.2.2 Call-Off Contract Charges paid during the notice period 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:

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

18.4.2 any fraud

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

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 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:
- 21.6.1 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
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 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 set as follows:

24.1.1 Property: for all Defaults by either party 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

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, 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:

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

This agreement is made on [enter date]

between:

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

Whereas the:

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

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

1. Definitions and interpretation

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

- 1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules
- 1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers
- 1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

- 1.1.4 “Confidential Information” means the Buyer Confidential Information or any Collaboration Supplier’s Confidential Information
- 1.1.5 “Collaboration Activities” means the activities set out in this Agreement
- 1.1.6 “Buyer Confidential Information” has the meaning set out in the Call-Off Contract
- 1.1.7 “Default” means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties
- 1.1.8 “Detailed Collaboration Plan” has the meaning given in clause 3.2
- 1.1.9 “Dispute Resolution Process” means the process described in clause 9
- 1.1.10 “Effective Date” means [insert date]
- 1.1.11 “Force Majeure Event” has the meaning given in clause 11.1.1
- 1.1.12 “Mediator” has the meaning given to it in clause 9.3.1
- 1.1.13 “Outline Collaboration Plan” has the meaning given to it in clause 3.1
- 1.1.14 “Term” has the meaning given to it in clause 2.1
- 1.1.15 “Working Day” means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

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

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

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

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

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

2. Term of the agreement

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

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

3. Provision of the collaboration plan

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

3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

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

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

3.4.1 approve the Detailed Collaboration Plan

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

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

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

4. Collaboration activities

- 4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.
- 4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all co-operation and assistance as set out in the Detailed Collaboration Plan.

5. Invoicing

- 5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. Confidentiality

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
 - 6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
 - 6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
 - 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
 - 6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:

- 6.3.1 or becomes public knowledge other than by breach of this clause 6
 - 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
 - 6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
 - 6.3.4 independently developed without access to the Confidential Information
 - 6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

7. Warranties

- 7.1 Each Collaboration Supplier warrant and represent that:
- 7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
 - 7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes
- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

8. Limitation of liability

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort

(including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

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

8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

8.5.1 indirect loss or damage

8.5.2 special loss or damage

8.5.3 consequential loss or damage

8.5.4 loss of profits (whether direct or indirect)

8.5.5 loss of turnover (whether direct or indirect)

8.5.6 loss of business opportunities (whether direct or indirect)

8.5.7 damage to goodwill (whether direct or indirect)

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

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

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

9. Dispute resolution process

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

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

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

9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is

unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

- 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
- 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
- 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
- 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
- 9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts

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

10. Termination and consequences of termination

10.1 Termination

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

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

10.2 Consequences of termination

10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

11. General provisions

11.1 Force majeure

11.1.1 For the purposes of this Agreement, the expression “Force Majeure Event” will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

11.2 Assignment and subcontracting

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

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

11.3 Notices

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

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

11.4 Entire agreement

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

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

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

11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6 Severability

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

11.7 Variations

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

11.8 No waiver

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

11.9 Governing law and jurisdiction

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

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

For and on behalf of the Buyer

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract

Collaboration Agreement Schedule 2 **[Insert Outline Collaboration Plan]**

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

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

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

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

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

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003

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

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

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

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

2.4 Equality policies and practices

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

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

- a. the issue of written instructions to staff and other relevant persons

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

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

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

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

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

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

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

2.5 Equality

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

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours

to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation

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

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

Schedule 5: Guarantee

[A Guarantee should only be requested if the Supplier's financial standing is not enough on its own to guarantee delivery of the Services. This is a draft form of guarantee which can be used to procure a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements]

This deed of guarantee is made on **[insert date, month, year]** between:

- (1) **[Insert the name of the Guarantor]** a company incorporated in England and Wales with number **[insert company number]** whose registered office is at **[insert details of the guarantor's registered office]** [or a company incorporated under the Laws of **[insert country]**, registered in **[insert country]** with number **[insert number]** at **[insert place of registration]**, whose principal office is at **[insert office details]**](('Guarantor'); in favour of

and

- (2) The Buyer whose offices are **[insert Buyer's official address]** ('Beneficiary')

Whereas:

- (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

[Where a deed of guarantee is required, include the wording below and populate the box below with the guarantor company's details. If a deed of guarantee isn't needed then the section below and other references to the guarantee should be deleted.

Suggested headings are as follows:

- Demands and notices
- Representations and Warranties
- Obligation to enter into a new Contract
- Assignment
- Third Party Rights
- Governing Law
- This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.]

Guarantor company	[Enter Company name] 'Guarantor'
Guarantor company address	[Enter Company address]
Account manager	[Enter Account Manager name]
	Address: [Enter Account Manager address]
	Phone: [Enter Account Manager phone number]
	Email: [Enter Account Manager email]
	Fax: [Enter Account Manager fax if applicable]

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

Term	Meaning
Call-Off Contract	Means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date].
Guaranteed Obligations	Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract.
Guarantee	Means the deed of guarantee described in the Order Form (Parent Company Guarantee).

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

[Enter Address of the Guarantor in England and Wales]

[Enter Email address of the Guarantor representative]

For the Attention of **[insert details]**

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

- delivered by hand, at the time of delivery
- posted, at 10am on the second Working Day after it was put into the post
- sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

Beneficiary's protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor
- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or

defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
- the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
- all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the

provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers **[enter the Supplier name]** [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number **[insert fax number]** from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert names]**

Director

Director/Secretary

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	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. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
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 the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <input type="checkbox"/> acts, events or omissions beyond the reasonable control of the affected Party <input type="checkbox"/> riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare <input type="checkbox"/> acts of government, local government or Regulatory Bodies <input type="checkbox"/> fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain <input type="checkbox"/> 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 <input type="checkbox"/> the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into <input type="checkbox"/> any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also

	includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 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.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <ul style="list-style-type: none"> <input type="checkbox"/> a voluntary arrangement <input type="checkbox"/> a winding-up petition <input type="checkbox"/> the appointment of a receiver or administrator <input type="checkbox"/> an unresolved statutory demand <input type="checkbox"/> a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, 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: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.

IR35	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 law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement 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	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.

<p>Prohibited act</p>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
<p>Project Specific IPRs</p>	<p>Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.</p>
<p>Property</p>	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>
<p>Protective Measures</p>	<p>Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.</p>
<p>PSN or Public Services Network</p>	<p>The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.</p>
<p>Regulatory body or bodies</p>	<p>Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.</p>
<p>Relevant person</p>	<p>Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.</p>
<p>Relevant Transfer</p>	<p>A transfer of employment to which the employment regulations applies.</p>

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in 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.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Not applicable as no personal data will be collected.