



Crown Commercial Service

G-Cloud 11 Call-Off Contract (version 4)

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Part A - Order Form

Digital Marketplace service ID number:	964551821061676
Call-Off Contract reference:	CQC ICTC 822
Call-Off Contract title:	Managed Hosted Infrastructure Services
Call-Off Contract description:	Managed hosted CRM infrastructure services
Start date:	1 st November 2019
Expiry date:	31 st October 2021
Call-Off Contract value:	£1,702,869.60 Including VAT
Charging method:	Monthly in arrears
Purchase order number:	TBC

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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	Name: Care Quality Commission Buyer's phone: + 44 (0) 7789876484 Buyer's main address: 151 Buckingham Palace Road London SW1W 9SZ
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To: the Supplier	Computacenter Limited Supplier's address: Hatfield Avenue, Hatfield, Hertfordshire, United Kingdom, AL10 9TW Company number: 01584718
Together: the 'Parties'	

Principal contact details

For the Buyer:	
For the Supplier:	

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 st November 2019 and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause. Should the Buyer terminate this Call-Off Contract without cause then the termination charges set out in clause 5 of Part A of Schedule 2 shall apply.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 periods of up to 12 months each, by giving the Supplier 3 months written notice before its expiry. 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.

Buyer contractual details


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

G-Cloud lot:	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 1 - Cloud hosting</p> <p>Lot 3 - Cloud support</p>
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>Cloud hosting Services sold through G-Cloud are cloud platform or infrastructure Services that can help buyers do at least one of:</p> <ul style="list-style-type: none"> • deploy, manage and run software • provision and use processing, storage or networking resources <p>The G-Cloud cloud hosting Lot is equivalent to the National Institute of Standards and Technology (NIST) definitions of 'Platform as a Service' and 'Infrastructure as a Service':</p> <p>http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-145.pdf</p> <p>G-Cloud cloud hosting Suppliers will provide Services in at least one of these categories:</p> <ul style="list-style-type: none"> • archiving, backup and disaster recovery • compute and application hosting • container service • content delivery network • database • data warehousing • NoSQL database • relational database • load balancing • logging and analysis • message queuing and processing • networking (including Network as a Service) • Platform as a Service (PaaS) • infrastructure and platform security • distributed denial of service attack (DDOS) protection • firewall • intrusion detection • protective monitoring • search • storage • block storage • object storage
Additional Services:	<p>The Authority may request additional activities to be performed relevant/ancillary to the scope of the Services. Such activities will be subject to additional charges in accordance with Schedule 2 (Call-off Contract Charges).</p> <p>The scope of such additional activities and any associated additional charges shall be agreed between the Parties prior to the additional services commencing.</p>
Location:	<p>The Services will be delivered to the Care Quality Commission premises as outlined in Annex 1 of Schedule 1</p>

Quality standards:	The quality standards required for this Call-Off Contract are ISO 9001, ISO 20000, ISO 27001. The standards are intended to support the effective operation of the business and operational processes. The scope of the certification can be found on certificate license FS 14666
Technical standards:	The technical standards required for this Call-Off Contract are outlined in accordance with the technical requirements set out in Schedule 1 (Services), and the Contractor shall deliver the Services in line with the requirements. The Contractor service standards are based on the Information Technology Infrastructure Library (ITIL) which is a set of concepts and practices for managing Information Technology (IT) services, IT development and IT operations
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are outlined in accordance with the Services set out in Annex 2 of Schedule 8.
Onboarding:	Not used
Offboarding:	The offboarding plan for this Call-Off Contract is outlined in Schedule 10 Exit Management.
Collaboration agreement:	Please refer to Schedule 3, page 38.
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of total Call-Off Contract value.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the annual Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed 125% of the annual Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</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 Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law • Public Liability Insurance with a minimum limit of indemnity of £1,000,000 for each individual claim.
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.
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>The following audit clauses from the Framework Agreement shall apply:</p>

	Clause 7.4 Clause 7.6 Clause 7.7 Clause 7.10 The Buyer shall not have a right to audit the Supplier more than once per 12 month period except for cause.
Buyer's responsibilities:	The Buyer is responsible for the obligations set out in Schedule 13 Buyer Responsibilities and Buyer Assets. The Buyer shall comply with all its obligations as set out in this Contract.
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes (see Schedule 12)

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners 
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is BACS.
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice
Who and where to send invoices to:	Invoices will be sent to: Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane

	Wakefield West Yorkshire WF3 1WE
Invoice information required – for example purchase order, project reference:	The Contractor will ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied.
Invoice frequency:	Invoice will be sent to the Buyer monthly .
Call-Off Contract value:	The total value of this Call-Off Contract is £1,702,869.60 Including VAT.
Call-Off Contract charges:	The breakdown of the Charges are specified in Schedule 2.

Additional Buyer terms

Performance of the service and deliverables:	The Supplier shall deliver the Services to meet the Service Requirements set out in Part B Schedule 1 and achieve the Service Levels set out in Schedule 8
Guarantee:	Not used
Warranties, representations:	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that;</p> <p>The Supplier will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice;</p> <p>The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services;</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form; and</p> <p>The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.</p>
Supplemental requirements in addition to the Call-Off terms:	<p>The Supplier's terms and conditions as submitted in its G Cloud RM1557.11 tender response shall apply to this Call-Off Contract where the Call Off Terms do not cover the relevant issue. The Call Off terms shall prevail in the event of conflict.</p> <p>Clauses 16.2 to 16.4 of the Call Off Terms (Security) shall not apply and the terms set out below shall apply:</p> <p>16.2.1 "Supplier shall make all reasonable efforts in accordance with Good</p>

Industry Practice to ensure that no computer program virus, Trojan horse, time bomb, back door device, or other code that is harmful, destructive, disabling or which enables unauthorised access to, or use or modification of, any of Buyer's systems or associated data, or otherwise disrupts or impairs the normal operation of any of Buyer's systems ("Harmful Code") is contained in any materials developed by Supplier or its Subcontractors and which is utilised in the course of providing the Services."

16.2.2

"Supplier shall have on its systems and operate in accordance with Good Industry Practice industry-standard anti-virus software with up-to-date virus definitions."

16.3

"Buyer shall implement and ensure compliance with its own internal policies as they apply to virus protection."

16.4.1

"If any Harmful Code is found by Supplier to have been introduced into any of Buyer's systems, Supplier must report that fact to Buyer as soon as Supplier becomes aware of it and provide all information reasonably requested by Buyer and which it is capable of providing in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have."

16.4.2

"Supplier shall provide all reasonable co-operation to Buyer and its third party suppliers in taking the necessary remedial action to eliminate Harmful Code introduced into Buyer's systems."

16.4.3

"Where reasonably requested by Buyer, Supplier shall remove the Harmful Code from all materials, software, deliverables and Buyer systems (or such of them as Buyer may specify) and remedy any consequences of the introduction, execution or proliferation of the Harmful Code."

16.4.4

"Buyer shall bear the cost to Supplier of removing Harmful Code unless the Harmful Code was introduced by or on behalf of Supplier in breach of this Clause 16 (Security)."

The following clause regarding third party software shall apply in precedence to any Call Off Term:

Where in the course of performing the Services, Supplier procures the grant to Buyer of a licence to use any third party software, Buyer's licence to use such third party software shall be governed by the terms imposed by the applicable third party licensor and shall unless otherwise agreed

	terminate automatically where Buyer ceases to receive the related Services.
Alternative clauses:	Not used
Buyer specific amendments to/refinements of the Call-Off Contract terms:	Schedule 8 Service Levels Schedule 9 Governance Schedule 10 Exit Management Schedule 11 Dispute Resolution Schedule 12 Change Control Procedure Schedule 13 Buyer Responsibilities and Buyer Assets Schedule 14 Security Schedule 15 Records Provision
Public Services Network (PSN):	The Public Services Network (PSN) is the Government's secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here: [enter text]. [Delete if not relevant.]
Personal Data and Data Subjects:	Annex 1 of Schedule 7 applies

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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:		

Title:
Signature:
Date:



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Schedule 1 - Services - Part A

1 Performance of the Services

1.1 During the Call-Off Agreement Period, the Supplier shall provide the Services to the Buyer and each Buyer User from time to time in accordance with:

- (a) the applicable parts of this Schedule 1 (Services);
- (b) the relevant Service Levels as set out in Schedule 8 (Service Levels); and
- (c) applicable legislation, including (but not limited to):
 - (i) Computer Misuse Act (1990) etc
 - (ii) Data Protection Act (2018)
 - (iii) Copyright Designs and Patents Act (1988)
 - (iv) Health and Safety Act
 - (v) Human Rights Act (1998)
 - (vi) Regulation of Investigatory Powers Act (2000)
 - (vii) Freedom of Information Act (2000)
 - (viii) Bribery Act 2010
 - (ix) Equality Act 2010in each case as amended or replaced from time to time.

2 Standard of the Services

2.1 The Supplier shall perform the Services in accordance with:

- (a) Good Industry Practice;
- (b) the Buyer's security requirements as set out in Schedule 14; and
- (c) the Supplier's own established procedures and practices (where the same do not conflict with the direct requirements of the Buyer).

2.2 In the event that the Supplier fails to provide the Services or fails to comply with its obligations under the Call-Off Agreement, the Buyer may, without prejudice to its other rights, require the Supplier to re-perform the Services or to comply with its obligations.

2.3 Core Hours means 08:00-22:00 Monday to Friday (Excluding Public Holidays)

2.4 Outside Core Hours means all hours not covered by Core Hours

3 Service Elements

3.1 The Services shall comprise each of the following service elements:

- (a) hosting of the Infrastructure in accordance with paragraph 5 and Part B of this Schedule 1;
- (b) management of the Infrastructure in accordance with paragraph 6 and Part B of this Schedule 1;

- (c) maintenance of and updates to the Infrastructure in accordance with paragraph 7 and Part B of this Schedule 1;
 - (d) Supplier Helpdesk and Incident support in accordance with paragraph 8 and Part B of this Schedule 1 ;
 - (e) back-up and data recovery in accordance with paragraph 9 and Part B of this Schedule 1 ;
 - (f) service management as set out in paragraph 10 and Part B of this Schedule 1 reporting in accordance with paragraph 11 of this Schedule 1.
- 3.2 For the avoidance of doubt, the Services shall include such access to specialist support as is required to support the Infrastructure. This shall include, but not be limited to, access to specialist Oracle database administrator (DBA) support.
- 4 Operations Manual**
- 4.1 The Supplier shall continue to maintain during the Call-Off Agreement Period a manual describing its operations in respect of each element of the Services in sufficient detail as would be required to allow an expert IT data hosting supplier to take over and manage the Services (the Operations Manual).
- 5 Data Centre Hosting**
- 5.1 The Supplier shall provide the racks and equipment necessary to host the Buyer Assets as are set out in Schedule 10, Part B which make up the hardware elements of the Infrastructure (the "Buyer Hardware") and as may be updated or upgraded from time to time by:
- (a) the Buyer; or
 - (b) the Supplier in accordance with this Schedule 2 (Service Requirements)
- in each case pursuant to the Change Control Procedure.
- 5.2 The Buyer Hardware shall be housed by the Supplier in its Data Centre and such Data Centre shall have the following physical characteristics:
- (a) Raised floor;
 - (b) Full-air-conditioning;
 - (c) Fire and water detection systems;
 - (d) Fire protection and suppression;
 - (e) Un-interruptible power supply;
 - (f) Diesel generator;
 - (g) Intruder prevention methods, e.g., Alarms;

- (h) CCTV routed to operational bridge;
 - (i) Security personnel for sites without permanent operations staff;
 - (j) Secure controlled physical access;
- 5.3 The Supplier shall configure its firewall by agreement with the Buyer to enable the security of the WAN link connection to the Infrastructure.
- 5.4 The Supplier shall not allow any connectivity to the Infrastructure, other than via the Buyer's WAN connection or from such management and administrative networks, owned and operated by the Supplier as the Supplier requires to carry out their obligations in respect of this Call-Off Agreement.
- 5.5 The hosting services to be provided by the Supplier pursuant to this paragraph 5 are provided under the assumptions that:
- (a) all Data Centre cabling must be maintained by the Supplier.
 - (b) all Data Centre interconnects must be maintained by the Supplier.
 - (c) failure of an element of the Infrastructure which is provided by the Buyer and is only capable of single power supply shall be excluded from the calculation of the relevant Service Levels;
 - (d) the Buyer shall procure, maintain and operate a Wide Area Network (WAN), providing a connection between the Buyer Premises and the Supplier Data Centre.
 - (e) the Buyer shall be responsible for the availability and correct functioning of the WAN up to and including WAN demarcation point, this being the LAN side Ethernet port on the routing device that provides ingress from the Buyer Premises and delivery points to the Supplier Data Centre; and
 - (f) insurance of the Buyer Hardware housed within the Supplier Data Centre will remain the responsibility of the Buyer.

6 Management of the Infrastructure

- 6.1 The Supplier shall manage the Infrastructure (in the UK only) in such a way that the Infrastructure managed by the Supplier is capable of delivering and does deliver a fully functional and operational service to all Buyer Users at their place of consumption in accordance with the Service Levels set out in Schedule 8 (Service Levels) to this Call Off Agreement.
- 6.2 The Buyer requires that its Buyer Users are able to use the Applications during the Core Hours and to facilitate this the Supplier shall ensure that the Infrastructure is fully functional and operational to support the Applications during the Core Hours. The Supplier shall ensure that any routine maintenance and/or utility processes are conducted Outside Core Hours.

System Monitoring

- 6.3 The Supplier shall provide and operate monitoring tools to monitor the Infrastructure (including to monitor load on the Infrastructure through CPU, Memory, disk space and storage file system utilisation) so as to meet the agreed Service Levels set out in Schedule 8 (Service Levels).
- 6.4 The Supplier shall ensure that the load on the Infrastructure remains within industry classified safe thresholds. For the avoidance of doubt, monitoring of the load placed upon the WAN will not be monitored by the Supplier.
- 6.5 The Supplier shall provide notification to the Buyer via email or such other method as shall be otherwise agreed upon between the parties upon the identification of each and every:
- (a) Backup Failure; and
 - (b) physical security risk and/or breach.
- 6.6 The Supplier shall ensure that automated checks are performed in accordance with a schedule agreed between the parties to regularly confirm that the Infrastructure (including but not limited to the Buyer Hardware and enabling software elements of the Infrastructure) is functioning correctly and that access from the Infrastructure through the WAN demarcation point has not been terminated.

Problem/Incident Management

- 6.7 The Supplier shall perform Incident Management to the ITIL v3 standard. This includes ensuring that faults are corrected, preventing any recurrence of these faults, and the application of preventative maintenance to reduce the likelihood of these faults occurring in the first instance.
- 6.8 The Supplier shall also provide reactive fault diagnosis and proactive trend analysis to identify, record, report on and rectify root causes of Incidents and to prevent future Incidents and problems.
- 6.9 The Supplier shall provide support for any Incidents that arise from Infrastructure Release Management activities in accordance with the relevant Service Levels set out in Schedule 8 (Service Levels).

7 Maintenance and Updates

- 7.1 The Supplier will diagnose and repair problems and carry out routine maintenance on the Buyer's Hardware. Any Buyer requested specific maintenance tasks may attract an additional Charge payable by the Buyer on a time and material basis in accordance with Schedule 2 (Call-Off Contract Charges). Where additional charges are payable, the parties shall agree the scope of the maintenance to be carried out and the Supplier shall provide an estimate of the time required to carry out the requested maintenance. This estimate shall be reviewed and approved by the Buyer prior to the Supplier incurring any costs.
- 7.2 The Supplier will maintain the Infrastructure operating systems by deploying patches and upgrades in line with the agreed Change Management process. This excludes whole or Point Version releases of software which is out of scope. Where there is a need for a whole or Point Version release of software to upgrade the Infrastructure operating systems, the parties shall

agree the scope and charges for such work in accordance with the Change Control Procedure and such work shall be carried out in accordance with the rate card set out in Schedule 2 (Charges).

- 7.3 The Supplier shall provide and maintain an anti-virus solution on all Infrastructure. The software and licensing of the relevant anti-virus solution shall be supplied by the Buyer.
- 7.4 The Supplier shall provide and operate monitoring tools to monitor back-ups and other utility routines to ensure these are successful and complete and shall raise an Incident at the appropriate severity level to rectify each and every failure.
- 7.5 If and when required by the Buyer, the Supplier shall at the Buyer's direction, restore the Infrastructure or any aspect thereof, to a mutually agreed separate area owned by the Buyer to check the status of any restores prior to overwriting the target environment.

Infrastructure Change Management and Release Management

- 7.6 The Supplier has integrated its Change Management process with that of the Buyer.
- 7.7 The Supplier shall perform Configuration Management and present information to the Buyer upon request.
- 7.8 The Supplier shall seek approval from the Buyer in writing of all planned changes which may impact Infrastructure Availability.
- 7.9 The Supplier shall perform Infrastructure Release Management in accordance with the process agreed with the Buyer.
- 7.10 From time to time the Buyer may require updates to the Applications and/or to the Infrastructure. Where updates to Applications entail any changes and/or updates to the Infrastructure, or where the Buyer so reasonably requests, the Supplier shall provide the appropriate resources to enable it to work closely with the Buyer and any third party supplier engaged by the Buyer to facilitate the implementation of the Buyer's required changes. The Supplier's services in this respect shall be charged on a Time and Material basis in accordance with the rate card set out in Schedule 2 (Call-Off Contract Charges).
- 7.11 The Supplier shall apply operating system security patches on a timely basis to remove known vulnerabilities. For the avoidance of doubt applying an operating system security patch shall be considered as a Change (in accordance with the Change Control Procedures set out in Schedule 12).
- 7.12 The Supplier shall ensure that agreed regression testing is completed before applying software version updates, patches or changes to the Production Environment and prior to any significant structural changes to the Infrastructure.
- 7.13 The Supplier shall liaise with the Buyer's nominated Change Manager to assist in creating and implementing deployment plans for any changes to the Infrastructure or to any Application which may require the Supplier's support and/or assistance.

8 Supplier Helpdesk and Incident Support

- 8.1 The Supplier shall provide support in respect of any Incident via a helpdesk (the **Supplier Helpdesk**). The Supplier Helpdesk shall be available during Working Hours and shall resolve and fix Incidents in accordance with the Service Levels set out in Schedule 8 (Service Levels).
- 8.2 Queries from Buyer Users shall not be routed directly to the Supplier Helpdesk but shall instead be directed to the Buyer's Service Desk. The Buyer's Service Desk shall carry out an initial triage and diagnosis of the query and shall route Incidents which solely relate to the Infrastructure and/or require the Supplier's support in respect of aspects of the Incident which relate to the Infrastructure to the Supplier's Helpdesk.
- 8.3 Upon receipt of an Incident from the Buyer Service Desk, which will include an indication of its severity and likely cause, the Supplier shall categorise the Incident according to the information provided by the Buyer Service Desk. Response and target fix times for the Supplier shall be communicated to the Buyer Service Desk once the call is logged and an Incident Reference Number is provided.
- 8.4 The Supplier shall define each Infrastructure Incident severity as follows:

Category	Description
Severity 1	Any Incident where the failure of a resilient Production Component of the Infrastructure has resulted in the Applications and/or Infrastructure being unavailable to Buyer Users.
Severity 2	Any Incident where there has been a failure of a Non Production Component of the Infrastructure or a non production, service impacting, failure which in either case has resulted in modules of the Service (specified by the Buyer) being unavailable to Buyer Users but such Incident, following initial investigation, can be cleared
Severity 3	Any Incident which has resulted in the severe functionality defect of the Services but which is non service impacting.
Severity 4	Any Incident which has arisen as a result of a request for further investigation or request for change but which is non service impacting.

- 8.5 The Supplier shall manage escalations through the Buyer Service Desk according to the following table. For Major Incidents, or escalation of Incidents that have not been able to be resolved, calls will be escalated to the following members of Staff in this order and within the specified timescales:

Service downtime that will impact Availability during Core Hours	Buyer	Supplier
Less than 30 mins	IT Service Management Team	Service Manager

More than 30 mins	IT Service Managers	Supplier Service Delivery Manager
More than 1 hour	Head of Infrastructure	Supplier Client Director
More than 8 hours	Director of Finance, Commercial & Infrastructure	Supplier Client Director

8.6 The Supplier shall allow interaction with the Suppliers Helpdesk by telephone and by e-mail.

9 Backup

9.1 The Supplier shall fully document schedules for the backup of data, software and operating systems, for use in the event of an Infrastructure or Application failure or data corruption. All backups carried out by the Supplier shall be to industry standard media and the means and the media employed shall be subject to Buyer approval.

9.2 The Supplier shall ensure that all back-ups are completed and verified with no effect on the required Availability or response times of the Infrastructure or Applications.

9.3 The Supplier shall ensure that it is possible to restore the Applications to specific points in time based on the backup schedule. Retention periods for backups are:

- (a) Daily full back-up; retained for 1 month
- (b) Weekly full back-up; retained for 1 month
- (c) Monthly full back-up; retained for 12 months

9.4 The Supplier shall manage backup and restore of all servers to a schedule that shall be agreed between the parties within 1 month of the Commencement Date, plus on an ad hoc basis if the Buyer requires at an additional charge (in accordance with Schedule 2 (Charges) per request.

9.5 The Supplier shall manage backup media and store it off-site, with media being removed from site at least once per day.

9.6 The Supplier shall ensure that the Buyer is informed about any Severity 1 Incident relating to the Infrastructure within 30 minutes during Core Hours and 1 hour Outside Core Hours.

9.7 The Supplier shall confirm that in the event of a Severity 1 Incident there will be no data loss up to and including the last verified back up (this being where the tape has been removed from site). Where a single component fails, no data that has been written to disk will be lost.

9.8 Recovery and restart procedures shall include recovery from the last completely processed transaction in order to maintain integrity of the Applications' databases. The Supplier shall also define, within the Operations Manual, their interpretation of a 'complete transaction' and how transaction logging is employed to both provide data security and integrity.

10 Service Management

- 10.1 The Supplier shall record and monitor the progress of Infrastructure Incidents and Changes.
- 10.2 The Supplier shall provide regular status updates to the Buyer and shall comply with the provisions of Schedule 9 (Governance).
- 10.3 The Supplier shall close Incidents which impacted availability after confirmation with the Buyer.
- 10.4 The Supplier shall review with the Buyer all open Incidents on a regular basis.
- 10.5 The Supplier shall maintain the Buyer and Supplier contacts data (including but not limited to named callers, phone numbers, addresses).

11 Reporting

- 11.1 The Supplier shall provide reporting on a monthly basis on performance of the Services to include:
 - (a) Average Speed of Answer
 - (b) Number of Incidents reported each month
 - (c) Service Level Reports monthly to the Buyer detailing the availability of:
 - (i) production Infrastructure
 - (ii) non-production Infrastructure
 - (iii) backup performance summary
 - (iv) Incident management statistics
 - (v) Change Management statistics
 - (vi) outage reports
 - (vii) capacity analysis

12 Access to Supplier Data Centres

- 12.1 Planned access to the Supplier Data Centre by the Buyer shall require logging a Change Request with the Supplier Helpdesk and shall be subject to such Change Request being approved. If planned access is required then the Buyer shall provide at least 48 hours' notice.
- 12.2 Emergency access to Supplier Data Centre shall be via a Change Request made to the Supplier Helpdesk using the agreed method issued by a duly authorised Buyer employee.
- 12.3 Access requests to the Supplier Data Centre shall be authenticated by the Supplier using the Access Control authorised user list shown in this Schedule 1 (Services). Users requesting access and not on the authorised list will be declined and the request will be escalated to the Buyer.
- 12.4 Once authorised, access to the Supplier Data Centre must be supported by production of valid EU Drivers' licenses or valid passport to verify identity.
- 12.5 Whilst the Buyer's staff and/or contractors are on the Supplier's premises they shall ensure that as little interference as is reasonably practicable is caused to any activity which may be taking place at the Supplier's premises and the Buyer shall procure that its staff and/or contractors shall comply with any health, safety or security rules, requirements or policies which are

displayed at the Supplier's premises or specifically brought to its notice. Failure to comply with the provisions of this section may result in removal of the relevant Buyer staff or contractors from and denial of access to the Supplier's Data Centres.

13 Data Centre downtime

Planned

- 13.1 The Buyer must request Planned Downtime via the Change Control Procedure
- 13.2 The Supplier will only withdraw availability of the Data Centre Hosting Service if an operational need arises. Where the need, if unfulfilled, threatens the Supplier's ability to supply the Services at the required quality of service on an on-going basis, Supplier will contact the Buyer to notify the day and time on which the outage will take place.
- 13.3 The following notice periods apply both during Core Hours and Outside of Core Hours:
- (a) 0 to 6 hours downtime: at least four weeks
 - (b) 6 to 12 hours downtime: at least six weeks
 - (c) Greater than 12 hours: at least eight weeks
- 13.4 For emergency situations where this notice cannot be given, the planned downtime will be subject to an accelerated Change Control Procedure.
- 13.5 Supplier will use reasonable endeavours to minimise such downtime and will take into account any representations made by the Buyer as to the timings of such outages. The Buyer should be aware that such outages may affect a large number of Supplier's customers and it may not be possible to satisfy all timing requests from customers. Supplier's decision is final.
- 13.6 Agreed Planned Downtime shall be excluded from Availability calculations.

Unplanned

- 13.7 In the event that it is necessary to withdraw the availability of the Infrastructure from Buyer Users at short notice due to unforeseen issues, the Supplier shall inform the Buyer as soon as possible, and, wherever feasible, before such withdrawal. The Supplier shall keep the Buyer informed regarding the expected time of resumption of Service.

14 Access Control authorised user list

- 14.1 The following table details the Buyer employees who are authorised to request planned access and emergency access to the Supplier Data Centres and the Buyer employees who are allowed access (once duly authorised):

Name	Job Title	Contact details	Authorised to:
------	-----------	-----------------	----------------

			Request planned access
			Request emergency access
			Authorise CQC staff who are allowed access
			Request planned access
			Request emergency access
			Authorise CQC staff who are allowed access
			Request planned access
			Request emergency access
			Authorise CQC staff who are allowed access
			Request planned access
			Request emergency access
			Authorise CQC staff who are allowed access

15 Static Data Cut

- 15.1 Following the migration of the static data cut environment to Production, the monthly activities will continue to be performed, but part of these Services Requirements, the charges for which are now included in the Monthly Service Charge

Schedule 1 - Services - Part B

RESPONSIBILITY MATRIX

1. The table below details the responsibility matrix for the Services.

Key:

- P = Perform
- A = Approve
- C = Co-Operate
- R = Make Recommendations
- T = Trigger

Detailed Services: Hosting and Connectivity of Infrastructure at Manchester Data Centre	Responsibility	
	Supplier	Buyer
Monitor network performance	P	
Manage Firewall policies	P	T
Manage data centre environment	P	
Detailed Services: Hosting and Connectivity of Infrastructure at Manchester Data Centre	Responsibility	
	Supplier	Buyer
Monitor infrastructure using BMC Palrol Console	P	
Respond to alerts generated via Palrol	P	A
Review monitoring tool threshold changes as appropriate	P	

Detailed Services: Management of Infrastructure at Manchester Data Centre	Responsibility	
	Supplier	Buyer
Patch level management	P	A
Virus protection	P	C
Manage Contractor subcontractors	P	

Detailed Services: Management of Infrastructure at Manchester Data Centre	Responsibility	
	Supplier	Buyer
Manage license requirements	R	P
Request Changes	P	T
Implement Changes to Manchester Infrastructure	P	A
Manage SAN	P	
Manage database layer	P	

Detailed Services: Incident Management	Responsibility	
	Supplier	Buyer
Report Incidents to the Supplier Helpdesk		P
Answer Service calls from Buyer Helpdesk, classify type and severity of call in conjunction with user	P	T
Respond to alerts from Supplier monitoring tools	P	
Record Incidents and/or alerts	P	T
Distribute to Resolver Groups for resolution	P	
Monitor and manage Incidents through to resolution	P	
Provide updates to key contacts on the progress of Priority 1 incidents (MIM)	P	
Update Incident details	P	
Prioritise Incidents	P	
Escalation	P	
Assess Impact of alert / Incident	P	
Resolve Infrastructure Incidents	P	
Manage Supplier Subcontractors	P	

Detailed Services: Incident Management	Responsibility	
	Supplier	Buyer
Produce timely and accurate Management Information	P	
Ownership of related process and procedures	P	
Measure compliance	P	
Resolve CRM Infrastructure incidents Resolve Supplier Incidents in scope	P	P

Detailed Services: Backup and Storage Management	Responsibility	
	Supplier	Buyer
Design and Implement backup schedules	P	
Administer backup process	P	
Manage backup media requirements	P	
Manage off-site media storage requirements	P	
Manage and implement restore requests	P	T
Manage and implement changes to backup schedules	P	
Provision of media	T	P

Detailed Services: Change Management of Infrastructure	Responsibility	
	Supplier	Buyer
Raise Request for Change	P	
Manage all Requests for Change	P	
Assess Requests for Change	T	P/A
Implement Requests for Change	P	P

Detailed Services: Change Management of Infrastructure	Responsibility	
	Supplier	Buyer
Manage Change Control documentation as per Schedule 12	P	
Record all Request for Change details in the change management system	P	
Manage the up keep of the change management system	P	
Detailed Management Information Systems reporting	P	
Measure compliance to the change management process	P	

Detailed Services: Capacity Management	Responsibility	
	Supplier	Buyer
Design and implementation of thresholds	P	C
Monitor thresholds	P	
Establish baselines	R/P	A
Review thresholds and recommend change	P	
Trends and forecasting	P	
Utilisation reporting	P	
Business requirements and volumes	R	P
Detailed Management Information Systems reporting	P	

Detailed Services: Service Delivery Management	Responsibility	
	Supplier	Buyer
Operational delivery against agreed service levels	P	

Detailed Services: Service Delivery Management	Responsibility	
	Supplier	Buyer
Operational processes and procedures	P	
Management of operational staff	P	
Single point of contact for operational escalations	P	
Service improvement program	P	
Assessment of additional service requirements	P	T
Manage underpinning subcontractors	P	
Manage and host monthly service review meetings	P	
Provide monthly detailed service reports	P	
Dispute resolution management	P	C
Contract management	P	P

Detailed Services: Buyer Hardware Support	Responsibility	
	Supplier	Buyer
Incident diagnosis	P	
Incident allocation to Resolver Group	P	
Resolution of Incidents relating to Buyer Hardware in accordance with SLA	P	
Appropriate levels of spare parts to be made available for Buyer Hardware support service	P	
Buyer Hardware restoration to Buyer's standards	P	
Monitor and report on recurring Buyer Hardware Incidents	P	
Adding new Buyer Hardware on to Supported Buyer Hardware listing for	A/P	T/P

Detailed Services: Buyer Hardware Support	Responsibility	
	Supplier	Buyer
support		
Inventory management controls	P	
Authorisation of consumables	T	P

CONFIDENTIAL

Annex 1 to Schedule 1 Buyer Premises

CQC Head Office

151 Buckingham Palace Road
London
SW1W 9SZ

National Buyer Service Centre & North East Region

National Buyer Service Centre
Citygate
Gallowgate
Newcastle upon Tyne NE1 4PA

East Midlands and East Region

Agora
Building C
Cumberland Place
Nottingham
NG1 6HJ
Note: The Mental Health Operations Team also works within this office.

North West Region

Guild Centre
Lord's Walk
Preston
Lancashire
PR1 1RA

South West Region

Temple Quay House
2 The Square
Bristol
BS1 6PN

West Midlands Region

15th floor
McLaren Building
46 Priory Queensway
Dale End
Birmingham
B4 7LR

Yorkshire and Humberside region

St Paul's House
23 Park Square South
Leeds
LS1 2ND

The following are Hub Offices:

Ground Floor

East Wing
Victoria House
Capital Park
Fulbourn
Cambridge
CB21 5XB

National Institute for Health and Care Excellence

Level 1A, City Tower
Piccadilly Plaza
Manchester
M1 4BT
Ground Floor
Environment Agency
Ghyll Mount
Gillan Way
Penrith 40 Business Park
Penrith
Cumbria
CA11 9BP

Plymouth County Council, Ground Floor

Windsor House
Tavistock Road
Plymouth PL6 5UF

Schedule 2 - Call-Off Contract Charges


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

PART A – CHARGING

1 Purpose of Part A

1.1 The purpose of this Part A of the schedule is to set out the provisions relating to the Charges applicable to the Services.

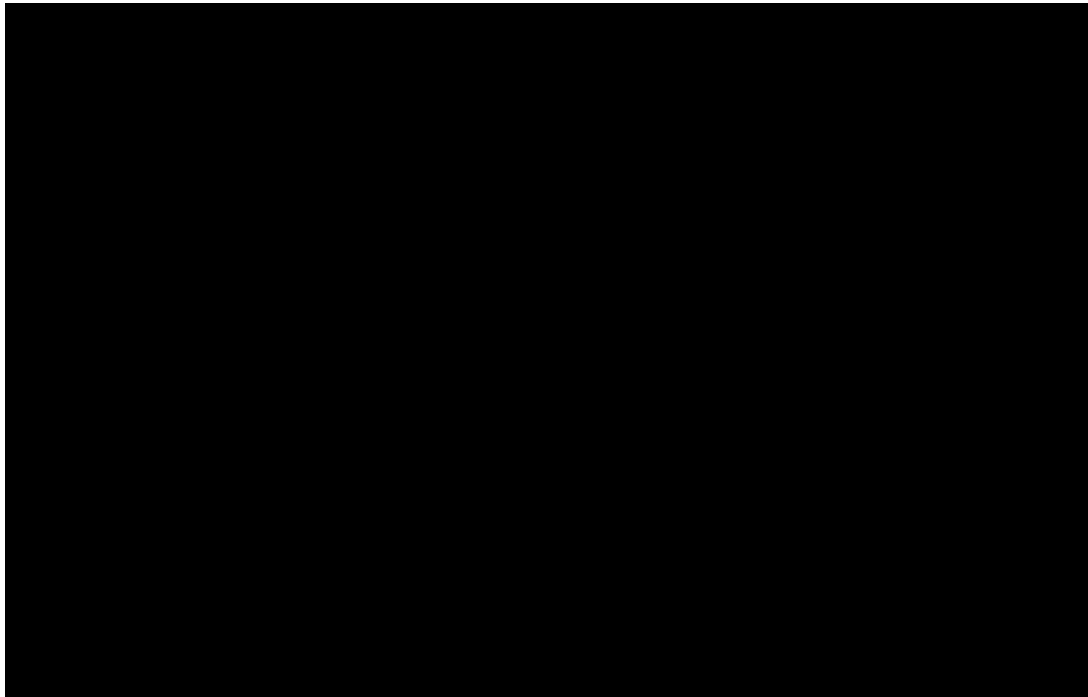
1.2 The Charges for the Services shall consist of:

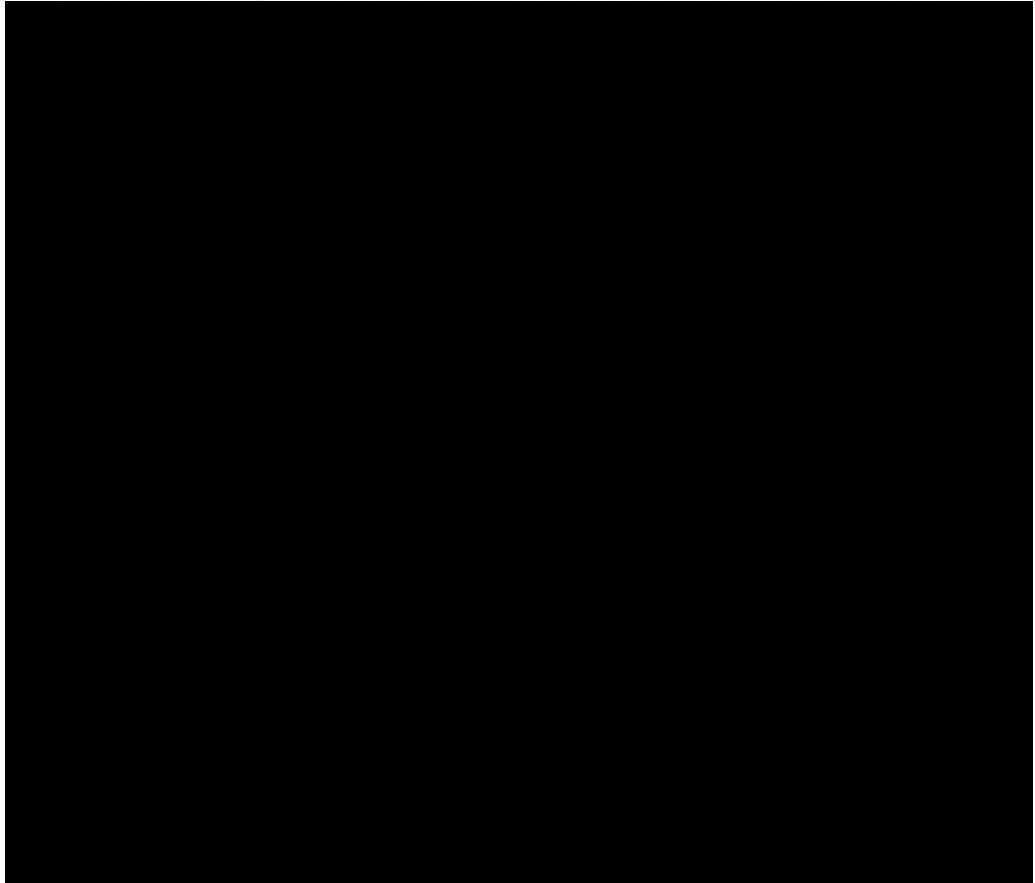
- (i) 
- (ii) variable charges on a time and material basis in accordance with paragraph 3 (Time and Materials Charges).

2 Monthly Service Charge

2.1 The Monthly Service Charge shall be inclusive of all services elements set out in Schedule 1 (Services) (with the exception of those service elements which are expressly stated to be subject to charging on a time and materials basis) and all service management.

2.2 As from the Commencement Date, the Supplier shall raise invoices in respect of the Monthly Service Charge in accordance with the following time table:

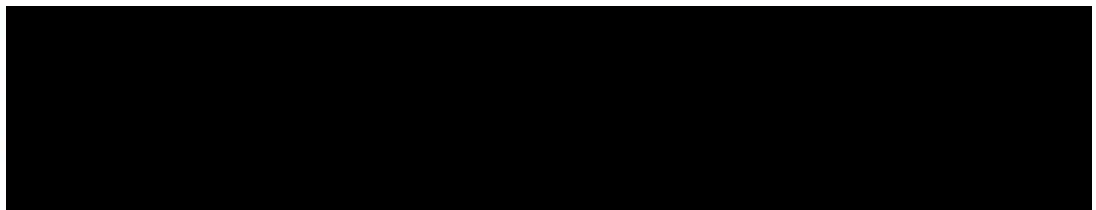


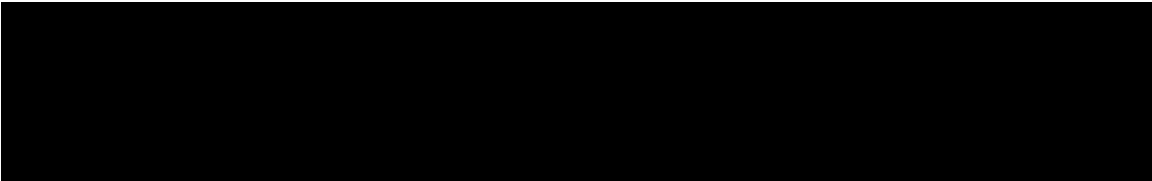


2.3 The Buyer shall make payment of the Monthly Service Charge in accordance with Part B (Invoicing and Payment) of this Schedule.

3 Time and Material Charges

3.1 Where service elements are expressly subject to Time and Materials Charges, the Rate Card of the Supplier as shown below shall apply. Where the required Supplier resource is not shown in the below Rate Card, the Supplier shall provide the price for the same upon request by the Buyer.



- 
- 3.2 Time and Materials Charges which are incurred on a Working Day outside of Working Hours or on a Saturday, shall incur charges at the x1.5 Premium rate shown in the above table.
- 3.3 Time and Materials Charges which are incurred on a Sunday and/or on a statutory bank holiday in the UK, shall incur charges at the x2 Premium rate shown in the above table.
- 3.4 A minimum of ten Working Days notice is required for all requests for time and materials resource and will only be confirmed upon receipt of a purchase order covering the quoted charges as approved by the Buyer.
- 3.5 The Buyer shall reimburse the Supplier for Reimbursable Expenses reasonably incurred by the Supplier at the rates and in accordance with the Buyer's policy current from time to time. The Buyer shall provide a copy of such rates and policy to the Supplier upon request.

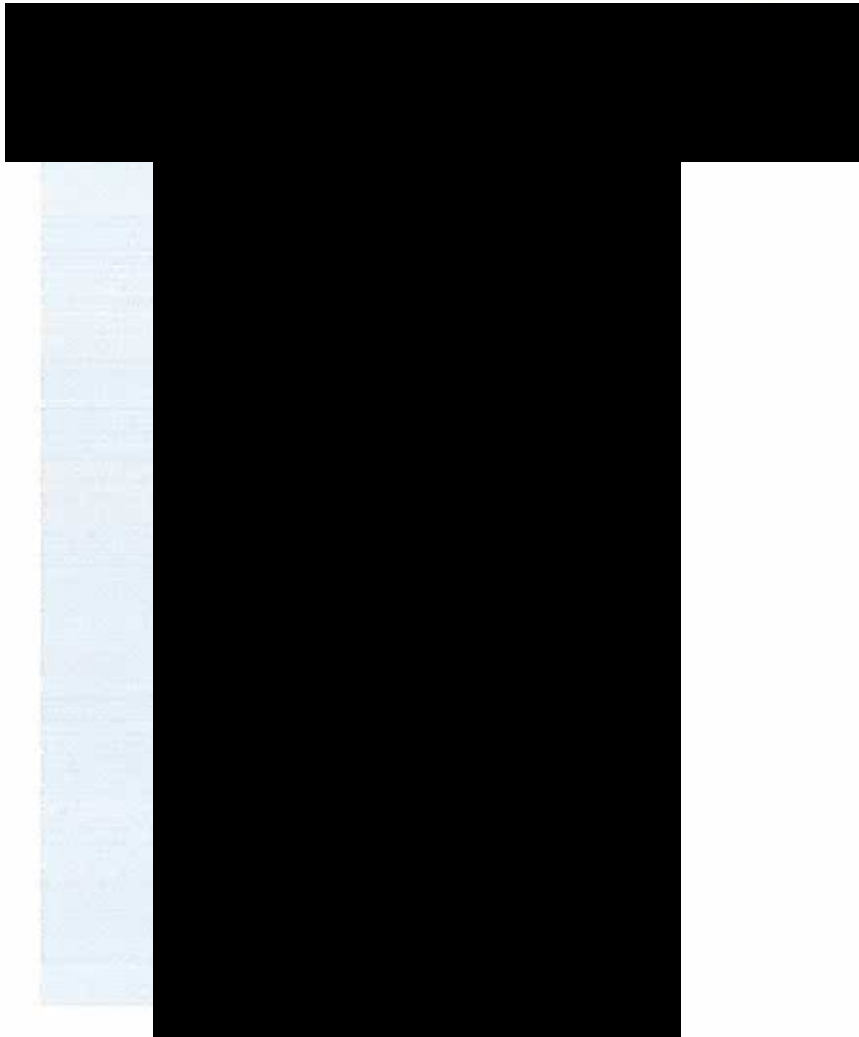
4 Charges for Operational change

- 4.1 Where a Change is requested then the Supplier will prepare a quotation for the cost which shall:
- (a) include estimated volumes of each type of resource to be employed and the applicable rate card; and
 - (b) include full disclosure of any assumptions underlying such quotation.
- 4.2 If the Change is adopted by the Buyer in accordance with schedule 9 (Change Control) then the Supplier will propose an addendum to this Call Off Agreement.

5 Termination Charges

- 5.1 The provisions of this paragraph 5 shall apply only in respect of a Termination where the Buyer has terminated this Call-Off Agreement without cause (**Termination without Cause**). Termination without Cause shall not include any expiry of this Call Off Agreement which arises due to the decision of the Buyer not to exercise its option to renew the Call Off Agreement pursuant to paragraph 1.2 of the Call Off Order Form.
- 5.2 Where the Buyer has terminated the Call Off Agreement without cause, the Supplier shall be entitled to charge the Buyer the relevant charge (the **Termination Charge**) as calculated in accordance with the table below. The relevant Termination Charge shall be the amount shown in the table below in this paragraph 5 in respect of the relevant month in which the Termination takes effect.
- 5.3 The charges set out in the table below in this paragraph 5 shall be the only charges payable by the Buyer in respect of the Termination and the Supplier shall not be entitled to charge any further sums (including but not limited to) in respect of unavoidable costs and/or loss of profit, the Termination Charge being calculated at a level to recompense the Supplier for such

Termination without Cause. For the avoidance of doubt, this excludes any charges relating to exit activities undertaken by the Supplier in accordance with Schedule 10 Exit Management.



Part B – Invoicing and Payment

1 Purpose of Part B

- 1.1** This part of the schedule sets out the method by which the Supplier shall raise invoices to the Buyer for payment, together with the requirements which apply to such invoices, and the payment terms thereof.
- 1.2** The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to the Call-Off Agreement provided that each invoice is delivered to the Buyer within 5 Working Days after:
 - (a) In respect of Monthly Service Charges, the end of the calendar month to which the relevant Monthly Service Charge relates; and

- (b) In respect of Time and Materials Charges, the end of the month in respect of Time and Materials Charges consumed in that month.
- 1.3 In any event, all invoices must be provided to the Buyer within six (6) months of completion of delivery of the relevant Services to which the invoice relates. Invoices delivered after expiry of this period shall be invalid and the Buyer shall have no liability in respect of such invoices.
- 1.4 The Supplier shall invoice the Buyer in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in Part A of this schedule.
- 1.5 The Supplier shall ensure that each invoice contains the following information:
 - (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) the month or other period(s) to which the relevant Charges relate;
 - (d) the reference number of the purchase order issued by the Buyer to which it relates (if any);
 - (e) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - (f) details of any Service Credits or similar deductions that shall apply to the Charges detailed on the invoice;
 - (g) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
 - (h) the banking details for payment to the Supplier via electronic transfer of funds (such as name and address of bank, sort code, account name and number).
- 1.6 Each invoice shall at all times be accompanied by sufficient information to enable the Buyer to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Buyer shall not be conclusive. The Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.7 All Supplier invoices shall be expressed in pounds sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.8 The Buyer shall only regard an invoice as valid if it complies with the provisions of this schedule. Where any invoice does not conform to the Buyer's requirements set out in this schedule, the Buyer will return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the requirements of this Schedule.
- 1.9 Subject to the provisions of this schedule, the Buyer shall make payment to the Supplier within thirty (30) days of receipt of a valid invoice by the Buyer at its nominated address for invoices.

Schedule 3 – Collaboration Agreement

COLLABORATION AGREEMENT

BETWEEN

Care Quality Commission

and

[Insert Parties Details]

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Collaboration Agreement

This Agreement is dated [insert date] 20[19]

Between

- (1) The Care Quality Commission ("CQC") (the "Customer"); and
- (2) [insert details];
- (3) [insert details];

(each of [insert details] being a "Supplier" and together the "Suppliers" and each of the Customer and the Suppliers being a "Party" and together the "Parties").

Recitals

- A The Customer has decided to outsource various ICT functions and activities to the Suppliers as part of the government's ICT strategy to transform government ICT services into a multi-source service environment (the "Customer's Outsourced ICT Services").
- B As such the Customer has established the Digital Foundations Programme ("DFP").
- C The purpose of this document is to ensure all Suppliers work together to develop and maintain excellent working relationships across all aspects of the Supplier's delivery to support the operation of a collaborative supplier model that benefits the Customer and its Suppliers.
- D In connection with their respective Supplier Agreements with the Customer, the Suppliers wish to enter into this Collaboration Agreement with each other and with the Customer in order to ensure the smooth and effective delivery of end-to-end services to the Customer and other bodies and to

document in the necessary level of detail the particulars and dependencies of the manner in which they will cooperate with the Customer and with each other in providing the Customer's Services.

It is agreed:

1 Definitions and Interpretation

1.1 In this Agreement, the following capitalised expressions shall have the meanings set out below:

"Accession Agreement"	an accession agreement in the form set out in Schedule 1;
"Customer's Target Operating Model"	the Customer's document which describes the nature of the Customer's business and principles in place to meet Customers' needs, as notified to the Suppliers from time to time;
"Customer's Strategy"	the Customer's strategy as set out at [XXXX] as updated from time to time;
"Customer Premises"	CQC office locations in London, Newcastle, Leeds and such other locations as notified by the Customer to the Supplier in writing from time to time;.
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>

"Collaboration Agreement Effective Date"	the date of this Agreement as set out at the top of page 10;
"Confidential Information"	all information relating to any Party or its operation or business, products, developments, systems or plans supplied in connection with the Customer's Outsourced ICT Services or generated by the receiving Party from such information (whether before or after the Collaboration Agreement Effective Date), including all analyses, compilations, studies and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information;
"Dispute"	any dispute, difference, issue, claim or question of interpretation arising out of or in connection with this Agreement;
"Digital Service Delivery Group"	means the body described in Paragraph 5 of Schedule 2 (Governance);
"Strategic Partnership Board"	means the body described in Paragraph Error! Reference source not found. of Schedule 2 (Governance);

"Law"	any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Parties"	means the Customer and the Suppliers together and Party shall mean any one of them;
"Required Behaviours"	shall have the meaning set out in Clause 5;
"Supplier Agreement"	a contract between the Customer and one of the Suppliers setting out services provided by that Supplier which form part of the Customer's Outsourced ICT Services;

"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of a Supplier and/or of any sub-contractor engaged in the performance of the Supplier's obligations under this Agreement and its applicable Supplier Agreement; and
"Supplier Review Meeting"	shall have the meaning set out in Clause 8;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) reference to a gender includes the other gender and the neuter;
- (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
- (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
- (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- (g) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- (h) references to this Agreement are references to this Agreement as amended from time to time.

1.3 In entering into this Agreement the Customer is acting as part of the Crown.

1.4 If there is any conflict between the Clauses and the Schedules the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Clauses; and
- (b) the Schedules.

1.5 If there is any conflict between this Agreement and any Supplier Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Supplier Agreement(s); and
- (b) this Agreement.

2 Joining Parties

- 2.1** The Customer shall have the sole and absolute right, at any time, to agree with a third party that it will become a Supplier for the purposes of this Agreement through the conclusion of an Accession Agreement.
- 2.2** All of the parties to this Agreement prior to the conclusion of the relevant Accession Agreement shall remain bound by the terms of this Agreement following conclusion of the Accession Agreement and in addition, from the date on which the relevant Accession

Agreement was concluded, the new Supplier shall have all of the rights and obligations of a Supplier under this Agreement.

3 Term

- 3.1** This Agreement shall continue in full force and effect from the Collaboration Agreement Effective Date until the termination or expiry of all the Supplier Agreements, unless previously terminated in accordance with the termination provisions contained in Clause 4.

4 Termination

- 4.1** This Agreement shall terminate:

- (a) on termination or expiry of all Supplier Agreement(s); or
- (b) on the written consent of all Parties; or
- (c) following not less than thirty (30) Working days' prior written notice from the Customer, provided that a relevant Supplier has the right to be relieved from its obligations arising under this Agreement in relation to the period after the termination or expiry of such Supplier's Supplier Agreement.

- 4.2** The Parties acknowledge that this Agreement is intended to support the Supplier Agreements and accordingly that there shall be no rights of termination of the Agreement other than pursuant to Clause 4.1.

5 Required Behaviours

- 5.1** Each Supplier will undertake its obligations under this Agreement and the relevant Supplier Agreement in accordance with the following behaviours set out in this Clause 5 (the "Required Behaviours"):

- 5.2** Suppliers must work collaboratively with the Customer and all other Suppliers towards the successful end to end transition and implementation of all services procured by the

Customer under the Supplier Agreements, and operational running and delivery of those services.

- 5.3 Suppliers shall act in a manner which is consistent with and supports the Customer's Strategy and the Customer's Target Operating Model.
- 5.4 Suppliers must comply with the principles of collaboration set out in BS11000 (Collaborative Business Relationships).
- 5.5 Suppliers must co-operate with the other Suppliers to:
 - (a) assist with any testing and/or any quality assurance analysis to be undertaken by the Customer or any other Supplier;
 - (b) provide prompt access to any of their resources, systems, Software and materials required by the other Suppliers to enable them to provide their services to the Customer and to deal with security and/or compliance issues, assessments and actions;
 - (c) promptly provide the other Suppliers with all relevant information (including details of all operating environments, system constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by the other Suppliers) that they may need to provide their services to the Customer;

- (d) ensure the orderly provision of seamless end to end services;
 - (e) avoid hindering provision of services by any other Suppliers;
 - (f) facilitate the successful delivery of services by other Suppliers;
 - (g) avoid unnecessary duplication of effort;
 - (h) avoid undue disturbance to the Customer and other Suppliers;
 - (i) do what is necessary to integrate systems and the services provided under their Supplier Agreement with other relevant systems and services;
 - (j) ensure efficient and effective delivery of their obligations under their Supplier Agreement;
 - (k) ensure integration and interfacing where the services provided under their Supplier Agreement or other services are subject to inter-party dependencies;
 - (l) achieve value for money solutions for the Customer.
- 5.6 Suppliers must adopt a 'fix first, find fault later' approach, prioritise achieving solutions to incidents or problems or issues over seeking to blame any other Party, and support and contribute to investigations by other Suppliers and the Customer to resolve incidents and problem investigations.
- 5.7 Suppliers must be proactive and honest in their dealings with each other and open to honest feedback and must commit to creating a culture of openness that encourages all Parties to raise and discuss concerns, solve problems and deal directly with any issues, including those that are difficult.
- 5.8 Suppliers must take responsibility for their actions or inactions, as well as any foreseeable consequences, whether intended or not. Suppliers should not seek to blame other suppliers for service failures but support other suppliers in the resolution of incidents and problems.
- 5.9 Suppliers must send appropriately knowledgeable and authorised personnel to all relevant governance meetings they are to attend under this Agreement or their Supplier Agreement.

These personnel should contribute actively to those meetings on matters within their knowledge and experience.

- 5.10 Suppliers must demonstrate a preparedness to be flexible and to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Customer.

6 Confidentiality

- 6.1 Without prejudice to any other rights and obligations relating to confidentiality, freedom of information and data protection to which any Party may be subject pursuant to the terms of a Supplier Agreement, each Party undertakes that it shall:
 - 6.2 treat all any other Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, the nature of the Confidential Information contained in those materials, and any security classification);
 - 6.3 not disclose any other Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining that Party's prior written consent;
 - 6.4 not use or exploit a Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - 6.5 immediately notify the Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of that Party's Confidential Information.
- 6.6 A Supplier may disclose another Party's Confidential Information:
 - 6.7 to its Supplier Personnel who need to know such information for the purposes of exercising that Supplier's rights or carrying out its obligations under or in connection with this Agreement or its relevant Supplier Agreement (provided that the Supplier shall ensure its Supplier Personnel whom it discloses any other Party's Confidential Information comply with this Clause 6);
 - 6.8 to its professional advisers for the purposes of obtaining advice in relation to this Agreement; and
 - 6.8.1 as may be required by law, a court of competent jurisdiction or any governmental or regulatory body.

6.9 Where the Supplier discloses a Party's Confidential Information pursuant to Clauses 6.7 and 6.8 it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

6.10 The Customer may disclose another Party's Confidential Information to the extent it is entitled to disclose the same under the relevant Supplier Agreement.

7 Liability

7.1 Nothing in this Agreement excludes or limits the liability of any Party to any other Party for:

7.2 death or personal injury cause by its own negligence; and

7.3 any other obligation in respect of which any limitation or exclusion is prohibited by law.

7.4 In no event shall the total aggregate liability of each Supplier under its respective Supplier Agreement and this Agreement in respect of any losses arising as a result of any claims made against it by the Customer or any other Supplier exceed the limitations of that Supplier's liability under its respective Supplier Agreement.

8 Non-financial remedies

8.1 Without prejudice to Clause 18, any persistent instances of a Supplier not demonstrating the Required Behaviours will be recorded and may result in the following actions being taken:

8.2 the Customer may require that such Supplier attend an exceptional meeting (the "Supplier Review Meeting") to be convened by serving not less than five (5) Working Days' notice.

8.3 at the Supplier Review Meeting, the Supplier will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and, in the event that:

(a) the actions proposed by the Supplier fail to remedy the breach of Required Behaviours within 30 Working Days of such Supplier Review Meeting; or

(b) the Customer reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours or that the timescales for delivering such actions are inappropriate,

the Customer may request a formal rectification plan, to address the impact of and prevent the reoccurrence of a failure, from the Supplier in accordance with the relevant Supplier Agreement.

8.4 In the event that the rectification referred to in Paragraph 8.1 fails to remedy the breach of Required Behaviours within 30 Working Days of the submission of the plan to the Customer,

the Parties acknowledge that the Supplier will be in material default of its obligations under this Agreement (and that this will be a Supplier Termination Event for the purposes of the relevant Supplier Agreement).

9 Governance

9.1 The provisions of Schedule 2 shall apply to this Agreement.

10 Change Control

10.1 Any requirement for an amendment to this Agreement shall be subject to the change control or variation procedures in each Supplier's Supplier Agreement.

11 Waiver and Cumulative Remedies

11.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

12 Severance

12.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

12.2 In the event that any deemed deletion under Clause 12.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, any Party may give notice to the other Parties requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement

and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

13 Relationship of the Parties

- 13.1** Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise any Party to make representations or enter into any commitments for or on behalf of any other Party.

14 Notices

- 14.1** Any notices sent under this Collaboration Agreement must be in writing.
- 14.2** The following table sets out the method by which notices may be served under this Agreement and the respective deemed time of service and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

- 14.3** Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to another Party for the purpose of service of notices under this Agreement:

	Customer	[insert supplier]	[insert supplier]	[insert supplier]
Contact				
Address				
Email				

- 14.4** This Clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15 Third Party Rights

- 15.1** A person who is not a Party to this Collaboration Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

16 Variation

- 16.1** No variation of this Collaboration Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives.)

17 Counterparts

- 17.1** This Collaboration Agreement may be executed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

18 Assignment and Novation

- 18.1** A Supplier may only assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Collaboration Agreement with the prior written consent of the Customer and to the extent that the Customer has consented to such action being taken to the relevant Supplier Agreement.

19 Dispute Resolution

- 19.1** Any Dispute that arises under or in connection with this Collaboration Agreement that involves the Customer and a single Supplier, and which does not impact the other Suppliers nor the performance of their obligations under this Agreement or their relevant Supplier Agreements, shall be resolved in accordance with the escalation and/or dispute resolution procedure in the relevant Supplier's Supplier Agreement.
- 19.2** Any other Dispute which arises under or in connection with this Agreement shall be raised at the next available meeting of the Digital Service Delivery Group described in Schedule 2

(Governance) for discussion and where possible determination, and the provisions of Schedule 3 (Dispute Resolution) will apply.

20 Governing Law

20.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

20.2 Subject to Clause 18, the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which this Agreement has been duly executed by the Parties on the

date which appears at the head of its page 10.

SIGNED for and on behalf of the Customer

Signature:

Name:

Position :

Date:

SIGNED for and on behalf of [insert details]

Signature:

Name:

Position :

Date:

SIGNED for and on behalf of the [insert details]

Signature:

Name:

Position :

Date:

Schedule 1 – Pro Forma Accession Agreement

THIS ACCESSION AGREEMENT is made on 20[]

BETWEEN:

- (1) The Care Quality Commission (CQC) (the "Customer"); and
- (2) [NAME OF SUPPLIER] a company registered in [insert details] under company no. [insert details] whose registered company is at [insert details] ("Supplier");

1 Background

- 1.1 On [insert Collaboration Agreement Effective Date], the Customer entered into a multiparty Collaboration Agreement with a number of suppliers (the "Collaboration Agreement", as such may be amended from time to time).
- 1.2 The Customer and the Supplier have agreed that the Supplier shall become a party to the Collaboration Agreement as a Supplier.

2 Accession

- 2.1 The Customer agrees that, in entering into this Accession Agreement, the Supplier shall become a Supplier under the Collaboration Agreement in accordance with clause 2.1 of that agreement.
- 2.2 The Supplier agrees that, in entering into this Accession Agreement, it will have all of the rights and obligations of a Supplier under the Collaboration Agreement in accordance with clause 2.2 of that agreement.

3 Governing Law

This Accession Agreement shall be governed by and construed in accordance with English law and, without prejudice to clause 20 of the Collaboration Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Accession Agreement has been duly executed by the

parties.

SIGNED for and on behalf of Customer

SIGNED for and on behalf of Supplier

SignatureSignature

Name:.....Name

Position:.....Position

DateDate

Schedule 2 – Governance

4 Governance Principles

4.1 The Suppliers acknowledge and agree that:

- (a) that their respective relationships with the Customer are governed by the governance provisions within the relevant Supplier Agreement (the "Supplier Agreement Governance Provisions"); and**
- (b) the Supplier Agreement Governance Provisions shall include attendance at and participation in the governance boards described at Paragraphs 5 and Error! Reference source not found. of this Schedule 2 (Governance).**

4.2 The governance boards described at Paragraphs 5 and Error! Reference source not found. of this Schedule 2 (Governance) will be attended by representatives from all

suppliers except where the Customer determines, in its sole discretion, that only specified supplier representatives are to attend.

5 Digital Service Delivery Group

5.1 The Digital Service Delivery Group shall:

- (a) act as a point of escalation for Supplier Service Reviews ;
- (b) provide review and approval, where possible, of the short-term and long-term plans and activities in regard to the delivery of the Services;
- (c) review the Suppliers' performance against the Required Behaviours;
- (d) assure that the end to end services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Customer;
- (e) resolve key service delivery issues and Disputes;
- (f) manage interfaces and integration to achieve a seamless end to end service;
- (g) provide opportunity to inject coherence and resilience into deliverables;
- (h) work collaboratively to overcome problems, provide solutions and leading edge expertise;
- (i) drive suppliers forward to deliver to scope, quality, schedule and cost; and
- (j) seek guidance from, provide recommendations to, and escalate issues to the Strategic Partnership Board as required.

5.2 The Digital Service Delivery Group representation and structure shall be as set out below:

Customer Members of Digital Service Delivery Group	Head of Operational Business Services Service Delivery Managers Head of Architecture, Data Management and Design Commercial representation as required
Supplier Members of Digital Service Delivery Group	Account Executives Chief technology officers Service delivery executives
Start Date for Digital Service Delivery Group meetings	Collaboration Agreement Effective Date
Frequency of Digital Service Delivery Group meetings	Every two months
Location of Digital Service Delivery Group meeting	Customer premises

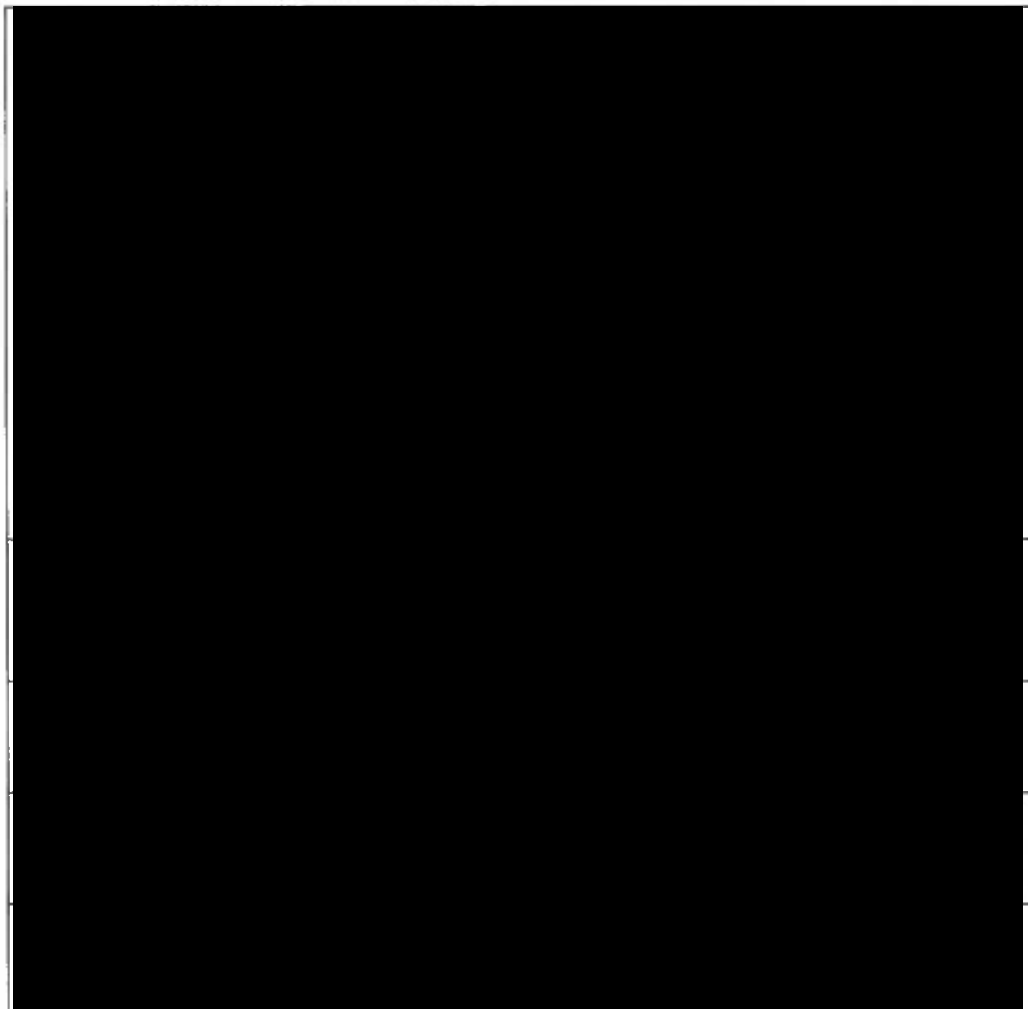
6 Strategic Partnership Board

6.1 The Strategic Partnership Board shall:

- (a) act as a point of escalation from the Digital Service Delivery Group and for issues from service delivery and financial performance perspectives and any staff matters that arise;
- (b) manage the strategic relationship between all Parties at a senior level;
- (c) evaluate feedback from other governance bodies about the whole spectrum of the relationship between the Customer and the Suppliers;

- (d) address the alignment of the Customer's ICT strategy and the leverage of ICT to deliver additional value to the Customer's business activities.

6.2 The Strategic Partnership Board representation and structure shall be as set out below however the Customer reserves the right to amend the frequency and membership:



Schedule 3 – Dispute Resolution

7 Definitions

In this Schedule, the following additional definitions shall apply:

"Bi-Party Dispute"	a) a Dispute between the Customer and a Supplier which affects another Supplier's performance of its obligations under this Agreement; or b) a Dispute between two Suppliers.
"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Dispute Notice"	written notice from one Party to another that a Dispute has arisen;
"Dispute Parties"	the Parties involved in the determination of any Dispute;
"LCIA"	the London Court of International Arbitration;
"Mediation Notice"	a written notice to proceed to mediation in accordance with Paragraph 10 of this Schedule 3;
"Mediator"	the independent third party appointed in accordance with Paragraph 10.2 of this Schedule 3 to mediate a Dispute;
"Multi-Collaborating Parties Dispute"	a Dispute which involves the Customer and/or more than one Supplier;
"Multi-Collaborating Parties Dispute Representatives"	has the meaning given in Paragraph 9.8 of this Schedule 3;

"Multi-Collaborating Parties Dispute Resolution Board"	has the meaning given in Paragraph 9.8 of this Schedule 3;
"Multi-Collaborating Parties Procedure Initiation Notice"	a notice from the Customer or the Digital Service Delivery Group (as applicable) notifying Supplier(s) of a Multi-Collaborating Parties Dispute as further described in Paragraphs 9.2 and 9.3 of this Schedule 3;
"Originating Supplier"	has the meaning given in Paragraph 9.2 of this Schedule 3;
"Related Suppliers"	the Suppliers other than the Originating Supplier which are to be involved in a Multi-Collaborating Parties Dispute Resolution Procedure;
"Supplier Request"	a notice served by the Originating Supplier requesting that the Dispute be treated as a Multi-Collaborating Parties Dispute, setting out its grounds for that request and specifying each Supplier that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

8 Bi-Party Disputes

- 8.1 Subject to Paragraph 9 of this Schedule 3, if a Bi-Party Dispute referred to the Digital Service Delivery Group pursuant to Clause 19 is not resolved between the relevant Dispute Parties within twenty five (25) Working Days of the

referral (or such longer period as the Dispute Parties may agree in writing), then:

- (a) any Dispute Party may serve a Mediation Notice in respect of the Dispute in which case Paragraph 10 of this Schedule 3 shall apply; and/or
- (b) Paragraph 11 of this Schedule 3 shall apply to the Dispute.

9 Multi-Collaborating Parties Disputes

- 9.1 All Multi-Collaborating Parties Disputes shall be resolved in accordance with the procedure set out in this Paragraph 9 (the "**Multi-Collaborating Parties Dispute Resolution Procedure**"), notwithstanding any provisions relating to the resolution of multi party disputes in any Supplier Agreement.
- 9.2 If at any time following the issue of a Dispute Notice to the Customer, the Customer reasonably considers that the matters giving rise to the Dispute involve one or more Suppliers other than the Supplier to whom the Dispute initially relates (the "**Originating Supplier**"), then the Customer shall be entitled to determine that the Dispute is a Multi-Collaborating Parties Dispute and to serve a Multi-Collaborating Parties Procedure Initiation Notice on the Originating Supplier which sets out the Customer's determination that the Dispute is a Multi-Collaborating Parties Dispute. The Multi-Collaborating Parties Procedure Initiation Notice shall specify any other Related Suppliers.
- 9.3 Where a Dispute between Suppliers is referred to the Digital Service Delivery Group then the Digital Service Delivery Group shall consider whether the matters giving rise to the Dispute involve additional Suppliers and if so send a Multi-Collaborating Parties Procedure Initiation Notice to the Related Suppliers that a Multi-Collaborating Parties Dispute has arisen.
- 9.4 If following the issue of a Dispute Notice but before the Dispute has been referred to arbitration (to the extent that such forms of alternative dispute resolution are permitted under the Originating Supplier's Supplier Agreement, where the Dispute includes the Customer), the Originating Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have

been contributed to by one or more Suppliers, the Originating Supplier may serve a Supplier Request on the Customer or the Digital Service Delivery Group (as applicable).

- 9.5 The Customer or Digital Service Delivery Group (as applicable) shall consider each Supplier Request submitted to it and shall determine within five (5) Working Days whether the Dispute is:
- (a) a Multi-Collaborating Parties Dispute, in which case it shall serve a Multi-Collaborating Parties Procedure Initiation Notice on the Related Suppliers; or
 - (b) not a Multi-Collaborating Parties Dispute, in which case it shall serve written notice of such determination upon the Originating Supplier (and any other Suppliers, as necessary) and the Dispute shall be treated in accordance with the dispute resolution procedure in the Originating Supplier's Supplier Agreement.
- 9.6 If the Customer or Digital Service Delivery Group has determined, following a Supplier Request, that a Dispute is not a Multi-Collaborating Parties Dispute, the Originating Supplier may not serve another Supplier Request with reference to the same Dispute.
- 9.7 The Customer may also serve a Multi-Collaborating Parties Procedure Initiation Notice on one or more Suppliers following any determination by the Digital Service Delivery Group that a Dispute is a Multi-Collaborating Parties Dispute.
- 9.8 Following service of a Multi-Collaborating Parties Procedure Initiation Notice a Multi-Collaborating Parties Dispute shall be dealt with by a board (in relation to such Multi-Collaborating Parties Dispute, the "**Multi-Collaborating Parties Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Collaborating Parties Dispute, each of whom shall be of a

suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Collaborating Parties Dispute:

- (a) the Customer;
- (b) the Originating Supplier;
- (c) each Related Supplier involved in the Multi-Collaborating Parties Dispute; and
- (d) any other representatives of any of the Parties whom the Customer considers necessary,

(together "**Multi-Collaborating Parties Dispute Representatives**").

9.9 Subject to Paragraph 9.11 of this Schedule 3, the Parties agree that the Multi-Collaborating Parties Dispute Resolution Board shall seek to resolve the relevant Multi-Collaborating Parties Dispute in accordance with the following principles and procedures:

- (a) the Dispute Parties shall procure that their Multi-Collaborating Parties Dispute Representatives attend all meetings of the Multi-Collaborating Parties Dispute Resolution Board in respect of the Multi-Collaborating Parties Dispute;
- (b) the Multi-Collaborating Parties Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice at such time and place as the Dispute Parties may agree or, if those Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice, at the time and place specified by the Customer, provided such

place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and

- (c) in seeking to resolve or settle any Multi-Collaborating Parties Dispute, the members of the Multi-Collaborating Parties Dispute Resolution Board shall have regard to the principle that a Multi-Collaborating Parties Dispute should be determined based on the contractual rights and obligations between the Dispute Parties and that any apportionment of costs should reflect the separate components of the Multi-Collaborating Parties Dispute.

9.10 Subject to Paragraph 9.11 of this Schedule 3, if a Multi-Collaborating Parties Dispute is not resolved between the relevant Parties within twenty five (25) Working Days of the issue of the Multi-Collaborating Parties Procedure Initiation Notice (or such longer period as the Dispute Parties may agree in writing), then:

- (a) any Dispute Party may serve a Mediation Notice in respect of the Multi-Collaborating Parties Dispute in which case Paragraph 10 of this Schedule 3 shall apply; and/or
- (b) Paragraph 11 of this Schedule 3 shall apply to the Multi-Collaborating Parties Dispute.

9.11 The Customer may, in its absolute discretion, reduce the timescale for the resolution of Multi-Collaborating Parties Disputes set out in Paragraph 8.1 of this Schedule 3, or this Paragraph 9.

10 Mediation

10.1 If a Mediation Notice is served, the Dispute Parties shall attempt to resolve the Dispute in accordance with the version of CEDR's Model Mediation Agreement which is current at the time the Mediation Notice is served (or such other version as the Dispute Parties may agree).

10.2 If the Dispute Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including)

the service of a Mediation Notice then any Dispute Party may apply to CEDR to nominate such a person.

- 10.3** If the Dispute Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Dispute Parties so request and the Mediator agrees, the Mediator shall produce for the Dispute Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 10.4** Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Dispute Parties (in accordance with Clause 10 where appropriate). The Mediator shall assist the Dispute Parties in recording the outcome of the mediation.
- 10.5** The CEDR Model Mediation Procedure (together with the provisions of this Schedule 3) shall apply to govern the mediation and is deemed to be incorporated into this Agreement. Notwithstanding the foregoing, in the event of an inconsistency between the CEDR Model Mediation Procedure and this Schedule 3 (including as to the timescales set out in Paragraph 10.2) then the provisions of this Schedule 3 shall prevail.

11 Arbitration

- 11.1** Subject to compliance with its obligations under Paragraph 9.9 of this Schedule 3, a Dispute Party may at any time before court proceedings are commenced refer a Dispute to arbitration in accordance with the provisions of Paragraph 11.2 of this Schedule 3.
- 11.2** The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraph 11.1 of this Schedule 3:
 - (a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the LCIA (subject to Paragraphs 11.2(e), (f) and (g) of this Schedule 3);
 - (b) the arbitration shall be administered by the LCIA;
 - (c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference

- into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - (e) the chair of the arbitral tribunal shall be British;
 - (f) the arbitration proceedings shall take place in London and in the English language; and
 - (g) the seat of the arbitration shall be London.

Schedule 4 – NOT USED

Schedule 5 – NOT USED

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	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: <ul style="list-style-type: none"> i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy;

	iii) (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	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
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 outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi

Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.11 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	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card-2 .
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"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.

Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, 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	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
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.
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ◦ under the Bribery Act 2010 ◦ under legislation creating offences concerning Fraud ◦ at common Law concerning Fraud ◦ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the

	Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third-party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security Management Plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in 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.

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: **Nimali De Silva, 3rd Floor 151 Buckingham Palace Road, London SW1W 9SZ.**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Mark Goddard, Computacenter (UK) Plc, Hatfield Avenue, Hatfield, AL109TW.**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 7 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">Information (including personal data) is collected by CQC, either through direct contact with individuals and organisation or when on inspection. This data is then input into CRM and OBIEE by CQC employees as a record of our regulatory activity.

Duration of the Processing	1 st November 2019 to 31 st October 2021
Nature and purposes of the Processing	<p>The Siebel CRM and OBIEE service provides CQC with a system to manage and coordinate our inspection and regulatory activity under the Health and Social Care Act 2000. This is broken down into four main categories of information, which includes registration, inspection, enforcement and safeguarding.</p> <p>Information (including personal data) is collected by CQC, either through direct contact with individuals and organisation or when on inspection. This data is then input into CRM and OBIEE by CQC employees as a record of our regulatory activity.</p> <p>Computacenter are responsible for the hosting, storage, backup of this information. The servers are owned by CQC and reside physically in the Computacenter operations center. Computacenter provide a Database Administration Service for maintenance or essential changes. These staff have access to the data.</p>
Type of Personal Data	<p>This includes any type of personal data CQC records as part of its regulatory role, and is not limited to:</p> <ul style="list-style-type: none"> • The details of people who contact CQC (including names, addresses, phone numbers and email addresses) • Information about the care people are receiving and any concerns raised • Information about the actions of the employees of registered providers • Regulatory action CQC has taken against any individual responsible for delivering health and social care (registered managers) • Information relating to registration of services and individuals

	under HSCA 2008
Categories of Data Subject	<p>Members of the Public</p> <p>Employees of registered providers</p> <p>People receiving health and social care</p> <p>Health and other professionals</p> <p>CQC employees</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Data can be deleted in line with CQC's retention policies. There is provision in the contract for transfer of data to the new provider upon exit.</p>

Annex 2 – NOT USED

Schedule 8 Service Levels

1 SCOPE

This Schedule 8 (Service Levels) sets out the Service Levels which the Supplier is required to achieve when delivering the Services, the mechanism by which the achievement of the Service Levels will be measured and monitored. This schedule comprises:

- 1.1 Part A: Service Levels;
- 1.2 Appendix to Part A - Service Levels and Severity Levels; and
- 1.3 Part B: Performance Monitoring

PART A

1 OBJECTIVES

The objectives of the Service Levels and Service Credits are to:

- 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
- 1.2 provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of Service for which it has contracted to deliver; and
- 1.3 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

2 SERVICE LEVELS

- 2.1 The Appendix to this Part A of this schedule sets out Service Levels for the following aspects of the Services (the **Relevant Services**), the performance of which the parties have agreed to measure:

Availability of the Infrastructure to allow Buyer Users to access the Applications and associated Interfaces; and

provision of problem and Incident management and the Supplier Helpdesk.

- 2.2 The Supplier shall monitor its performance of each of the Services referred to in paragraph **Error! Reference source not found.** by reference to the Service Level(s) for that Service and shall send the Buyer a report detailing the level of service which was achieved in accordance with the provisions of part B of this Schedule 8
- 2.3 The Supplier shall provide the Services in such a manner that the Service Level for each Service is achieved.
- 2.4 If the level of performance of the Supplier of any element of a Service:
 - 2.4.1 is below the Service Level in respect of each element of the Service, the appropriate number of Service Credits will accrue to the Supplier in respect of that element of the Service; or
 - 2.4.2 constitutes a Critical Service Failure, this shall represent a Material Breach and the Buyer shall be entitled to terminate this Call-Off Agreement pursuant to CO-9.6 and/or seek damages in addition to any Service Points which have already been accrued by the Supplier and which accrue and for which Service Credits are payable by the Supplier to the Buyer.

3 SERVICE CREDITS

3.1 Service Credits

The Supplier shall ensure that it meets the contracted Service Levels. If the Supplier does not meet the applicable Service Levels, the Buyer will have rights to financial remedies by way of Service Credits. The intent is to ensure the right level of executive focus to the Buyer by the Supplier to resolve sub-standard performance.

- 3.1.1 The availability of the Production Infrastructure during Core Hours is subject to service credits if it equals or falls below 98.5% (excluding planned and agreed outages) measured over a 13 week rolling period (the **Service Period**) and reported on a monthly basis in accordance with Part B of this Schedule.

- 3.1.2 The Supplier will apply a credit on an increasing scale for Availability below 98.5%, (excluding planned and agreed outages) to be capped at 10% of the quarterly Charge for the Services in the event that the Availability over the Service Period was 90% or below.

Availability of Production Infrastructure in Core Hours	% of Quarterly Charge to credit
> 98.5%	0.0%
≤ 98.5%	0.5%
≤ 97.5%	1.0%
≤ 96.5%	1.5%
≤ 95.5%	2.0%
≤ 94.5%	2.5%
≤ 93.5%	3.0%
≤ 93.0%	3.5%
≤ 92.5%	4.0%
≤ 92.0%	5.0%
≤ 91.5%	6.0%
≤ 91.0%	7.0%
≤ 90.5%	8.0%
≤ 90.0%	10.0%

- 3.1.3 If:

3.1.3.1 Availability is reported to have fallen below 90% (excluding planned and agreed outages) in 3 or more consecutive Service Level Reports; or

3.1.3.2 during any one Service Period, Availability (excluding planned and agreed outages) falls below 85%

in each case, such failure shall be classed as a Critical Service Failure.

4 SERVICE CREDIT CALCULATION

4.1 The Buyer shall use the performance reports provided pursuant to Part B of this schedule to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

4.2 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice to which the Service Credit relates.

5 NATURE OF SERVICE CREDITS

The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Charges. Both parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance and that they are not liquidated damages.

6 MAINTENANCE

6.1 When the Supplier wishes to carry out any maintenance to the Services (other than Emergency Maintenance), it shall ensure that:

6.1.1 the timing of the planned maintenance is agreed as per the Change Control Procedure (Permitted Maintenance).

6.2 Any Permitted Maintenance or Emergency Maintenance will be excluded from the calculation of any Service Level or Service Credit.

7 EXCUSED PERFORMANCE

- 7.1 If the Supplier fails to achieve any of the Service Levels in any Service Period then, for the avoidance of doubt, each such failure shall be deemed to be a Service Failure.
- 7.2 The Supplier shall advise the Buyer in writing of any events or circumstances which it claims give rise to Excused Performance and shall do so as soon as reasonably practicable after becoming aware of any such events or circumstances and, in any event, within ten 10 Working Days after the end of the relevant Service Period in accordance with paragraph **Error! Reference source not found.** (Performance Monitoring and Performance Review) of Part B to this Schedule 8 (Service Levels). Failure to so advise the Buyer shall prevent the Supplier from claiming that the relevant events or circumstances give rise to Excused Performance.
- 7.3 The Supplier shall, be entitled to Excused Performance in respect of a Service Failure if and to the extent (and subject to the Supplier demonstrating to the reasonable satisfaction of the Buyer) that:
- 7.3.1 the Service Failure was caused by a Force Majeure Event which the Supplier could not have foreseen, prevented or mitigated and which directly affected the Supplier's ability to provide the Services in respect of the relevant Service Levels, provided that the Supplier has timely and effectively implemented any applicable disaster recovery or business recovery plan that would enable the Supplier to resume providing the Services to the Service Levels; or
- 7.3.2 the underlying cause of the Service Failure was due to an act or omission of (a) the Buyer, its employees or contractors or (b) a third party service provider (except to the extent that the Supplier has any service and/or management obligations in respect of such third party and has failed to comply with such obligations).
- 7.4 Notwithstanding the cause of any Excused Performance, the Supplier shall use its reasonable endeavours and take all reasonable steps within its control to mitigate the impact to the Buyer of any Services failing to achieve the Service Levels.

Appendix to Schedule 8 Service Levels

1 SERVICE LEVELS AND SEVERITY LEVELS

1.1 Infrastructure Availability

The overall infrastructure availability targets for the Production Environment are as follows:

	Period	Infrastructure Availability Service Level	Target Maximum Infrastructure Outage per single Incident
1	Core Hours	99.50%	4 hours
2	All other hours	98.00%	4 hours

The Core Hours Availability target for the Production Environment shall be subject to Service Credits.

Note

The minimum Infrastructure Availability shall be measured across a 3 month rolling period.

The overall Infrastructure Availability targets for the Non-Production Environments (development, test, user acceptance testing, pre-production and training) are as follows:

	Period	Target Infrastructure Availability	Target Maximum Infrastructure Outage per
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			single Incident
1	Core Hours	95%	24 hours
2	Outside Core Hours	95%	24 hours

- 1.2** The Supplier shall provide problem and Incident management and the Supplier Helpdesk in support of the Infrastructure to the following Service Levels:

Category	Description	Response Time	Resolution Time	SLA	Hours of Cover
Severity 1	Any Incident where the failure of a resilient Production Component of the Infrastructure has resulted in the Applications and/or Infrastructure being unavailable to Buyer Users.	15 minutes	4 Hours	90%	24x365
Severity 2	Any Incident where there has been a failure of a Non Production Component of the Infrastructure or a non production, service impacting, failure which in either case has resulted in modules of the Service (specified by the Buyer) being unavailable to Buyer Users but such	30 minutes	8 Hours	90%	24x365

Category	Description	Response Time	Resolution Time	SLA	Hours of Cover
	Incident, following initial investigation, can be cleared				
Severity 3	Any Incident which has resulted in the severe functionality defect of the Services but which is non service impacting.	30 minutes	12 Hours	90%	24x365
Severity 4	Any Incident which has arisen as a result of a request for further investigation or request for change but which is non service impacting.	1 hour	Scheduled outage to resolve	95%	24x365

- 1.3 The minimum Supplier Helpdesk and problem/Incident management SLAs shall be measured across a 3 month rolling period.
- 1.4 The required resolution time specified in the above table shall be the target time that is required to restore Infrastructure Availability.
- 1.4.1 If Buyer is unable to provide an outage window within the target resolution time then this will be considered an exception and an outage will be agreed with the Buyer.
- 1.4.2 Where a solution has been provided by a 3rd party (e.g. ATOS, Infosys) and no action was effected by the Supplier then any Incidents raised with the Supplier relating to the 3rd Party solution will be deemed an exception.
- 1.5 The Supplier shall receive Incidents from the Buyer Helpdesk, and from automated system monitoring alerts which it shall maintain.
- 1.6 The Supplier shall provide a target Service Level of 30 seconds average speed of answer (ASA).

2 AVAILABILITY

- 2.1 The Supplier shall measure the Availability of the Infrastructure and shall monitor it in accordance with the Performance Monitoring System.
- 2.2 The Infrastructure shall be Available (and "Available" shall be interpreted accordingly) when Buyer Users are able to access and utilise all of the Applications during the Core Hours.
- 2.3 Availability shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula:

$$\text{Service Availability \%} = \frac{(MP - SD) \times 100}{MP}$$

Where:

- MP = Total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and
- SD = Total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period.

PART B

1 Performance Monitoring

- 1.1 The Supplier will monitor the load on the Infrastructure through CPU, memory and storage file system utilisation

The Supplier shall monitor the Infrastructure to identify:

- faults
- load, by means of measuring the servers utilisation of CPU, memory and disk space useable by the installed operating system.

- 1.2 The Supplier shall provide reports monthly to the Buyer detailing:

Availability of:

- production Infrastructure
- non-production Infrastructure
- backup performance summary
- Incident management statistics
- Change Management statistics
- outage reports
- capacity analysis

1.3 The Supplier shall provide a report within 5 Working Days of all Severity 1 Incidents, as defined in Section 1.2 of Appendix A to Part A of Schedule 3. These reports will contain a detailed chronology of the period leading up to, during and following the Incident to the point of service recovery; identification of the root cause of the Incident and a description of the actions carried out (or a plan for the actions to be carried out) by the Supplier to prevent reoccurrence.

1.4 Out of Scope

Everything not specifically stated to be in scope is out of scope.

Monitoring of the load placed upon the WAN will not be monitored by the Supplier.

2 REPORTING OF INCIDENTS

2.1 The Buyer Service Desk shall report all Incidents to the Suppliers Helpdesk.

2.2 The Supplier shall ensure that all Incidents are logged immediately on receipt of notification, on the Supplier's Incident management tool.

2.3 Where the Supplier's Helpdesk receives more than one report of the Incident then all such reports shall be logged on the Supplier's Incident management tool.

2.4 The Supplier shall ensure that, as a minimum, the following details are recorded by the Supplier in respect of each Incident provided such information has been provided by the Buyer Service Desk at the time the Incident is being logged:

2.4.1 a unique Incident number ;

- 2.4.2 the date and time the report is received at the Supplier's Helpdesk;
- 2.4.3 the nature and location of the Incident;
- 2.4.4 the person/organisation making the report;
- 2.4.5 the severity level assigned to the Incident by the Supplier
- 2.4.6 an estimate of the number of Buyer Users which are affected by the Incident
- 2.4.7 the action intended to be taken or which has been taken to rectify the Incident;
- 2.4.8 details of any communication with the Buyer's employees outlined in clause 14.1 of Schedule 1 (Services) in connection with the Incident;
- 2.4.9 notes/comments regarding any mitigating circumstances with regard to the Incident;

3 PERFORMANCE MONITORING AND REVIEW

- 3.1 Within 10 Working Days of the end of each month, the Supplier shall provide a Service Level report to the Buyer's Representative (the **Service Level Report**).
- 3.2 The Service Level Report shall contain, as a minimum, the following information in respect of the Service Period just ended:
 - 3.2.1 the monitoring which has been performed in accordance with the Performance Monitoring System with a summary of any issues identified by such monitoring;
 - 3.2.2 for each Service Level, the actual performance achieved over the Service Period, and that achieved over the previous 3 Service Periods;
 - 3.2.3 a summary of all Incidents that occurred during the Measurement Period;
 - 3.2.4 the level of each Incident which occurred;
 - 3.2.5 which Incidents remain outstanding and progress in resolving them;

- 3.2.6 for any Severity 1 Incident occurring in the Service Period, the cause of the fault and any action being taken to reduce the likelihood of recurrence;
 - 3.2.7 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.8 for any Incidents for which the Supplier believes Excused Performance will apply, the underlying cause and origin of such Incidents. The Supplier shall ensure that each such Performance Monitoring Report will be accompanied by appropriate data and information which substantiate the circumstances or events giving rise to Excused Performance;
 - 3.2.9 the Service Credits to be applied in respect of that Service Period indicating the Incident(s) to which the Service Credits relate;
 - 3.2.10 a rolling total of the number of Incidents that have occurred and the amount of Service Credits that have been incurred by the Supplier over the past six months;
 - 3.2.11 relevant particulars of any aspects of the performance by the Supplier which fail to meet the requirements of the Call-Off Agreement; and
 - 3.2.12 such other details as the Buyer may reasonably require from time to time as mutually agreed by the Parties.
- 3.3 The Service Level Report shall be reviewed and its contents agreed by the Parties at the Service Review Meeting.
 - 3.4 The parties shall attend Service Review Meetings on a monthly basis (unless otherwise agreed). The Service Review Meetings will be the forum for the review by the Supplier and the Buyer of the Service Level Reports
 - 3.5 The Buyer shall be entitled to raise any reasonable additional questions and/or request any further information regarding any Incident.
 - 3.6 The Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified period.

4 RECORDS

- 4.1 The Supplier shall keep appropriate documents and records (included but not limited to help desk records, Service Level Reports, Change records) in relation to the Services being delivered and the other requirements to be satisfied pursuant to this Call-Off Agreement. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories in relation to the monitoring of the Services for a minimum of 12 months and provide prompt access to such records to the Buyer upon the Buyer's request. The records and documents of the Supplier referred to in this paragraph **Error! Reference source not found.** shall be available for inspection by the Buyer and/or its nominee at any time and the Buyer and/or its nominee may make copies of any such records and documents.
- 4.2 In addition to the requirement in paragraph **Error! Reference source not found.** of this Part B to maintain appropriate documents and records, the Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance of the Supplier and the calculations of the amount of Service Credits for any specified period.

5 SUPPORT AND MAINTENANCE

The Supplier will provide hardware support for the Buyer's Assets as listed in Schedule 10 for the duration of the Call-Off Agreement Period in accordance with paragraph 7.1 of Part A of Schedule 2 (Service Requirements).

Schedule 9 - Governance

1 Governance Framework

1.1 The Supplier and the Buyer shall operate a governance framework comprising the following;

- (a) Monthly Service Review meeting
- (b) Quarterly Contract Review meeting
- (c) Extraordinary meetings as necessary and requested by Buyer

2 Monthly Service Review meeting

2.1 The Monthly Service Review meeting is a formal meeting between Buyer and Supplier Service Managers to review service performance as measured against the contract. Minutes will be taken and actions recorded.

2.2 Attendees: Buyer and Supplier Service Managers, others as required and invited.

2.3 Purpose: To review the Monthly Service Report detailing the delivered service performance as measured against the contract service levels; to review and agree work to address any on-going performance issues; and to review and agree continual service improvement activity.

3 Quarterly Service Review meeting

3.1 The Quarterly Contract Review meeting is a more strategic meeting between the Buyer and Supplier Heads of Department. It will review and discuss contractual and commercial performance against the contract. Minutes will be taken and actions recorded.

3.2 Attendees: Buyer and Supplier Heads of Department and Service Managers.

3.3 Purpose: To review the contractual and commercial health of the relationship; to discuss areas for business development and improvement.

4 Extraordinary meetings

4.1 Extraordinary meetings will occur as necessary. Meetings arranged, possibly a short notice to address urgent and/or high impact issues or incidents.

4.2 Attendees: Buyer and Supplier representatives as appropriate.

4.3 Purpose: To address and agree action in response to extraordinary events whether technical, contractual or external to CRM that either already have, or have the potential to, impact service performance and delivery.

5 Continual Service Improvement

5.1 The Supplier and the Buyer will carry out continual service improvement (CSI) to regularly capture, review and execute measures that improve the quality, performance, usability and relevance of Seibel CRM during the Call Off Agreement Period.

5.2 The Supplier and the Buyer will maintain a CSI Register to capture and record potential opportunities to improve the service. CSI items and suggestions can be added to the CSI Register at any time by any Buyer or Supplier representative.

5.3 As part of the Monthly Service Review, the Supplier and the Buyer shall review the CSI Register and agree new CSI activities that will be carried out as well as review progress of CSI activities that are already in progress.

Schedule 10 Exit Management

Overview

- 1.1 The Supplier is required to ensure the orderly transition of the Services from the Supplier to the Buyer and/or any replacement supplier in the event of termination or expiry of this Call-Off Agreement. This schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the Supplier shall be responsible for the overall management of the exit and service transfer arrangements.
- 1.2 The Supplier, at the Buyer's expense, shall carry out the necessary activities to transfer responsibility for the delivery of the Services to the Buyer and/or a new service provider (as required by the Buyer) upon the earlier of the following:
 - (a) expiry of this Call-Off Agreement on the Expiry Date; or
 - (b) termination of this Call-Off Agreement in accordance with this Call-Off Agreement and/or the Framework Agreement.
- 1.3 This Schedule defines the scope of an Exit Plan and how such a plan will be created and revised to ensure that it remains workable at any time upon termination or expiry. Where only the principles of such Exit Plan are set out then the parties will reach agreement on detailed terms and conditions in respect of such principles and such agreement shall not be unreasonably delayed or withheld.

2 Exit Plan

- 2.1 The Supplier shall, with input as relevant, from the Buyer, create within 3 months of the Commencement Date an Exit Plan which envisages the requirements in relation to an exit of the Services covered by this Call Off Agreement.
- 2.2 The Buyer shall review the content of the Exit Plan submitted to it by the Supplier in accordance with paragraph 2.1 above and the Buyer and the Supplier shall, acting reasonably and in good faith, seek to agree the contents of the Exit Plan within 30 days of submission of the same by the Supplier under paragraph 2.1. Should the Buyer and the Supplier be unable to reach agreement, the matter will be referred to the Dispute Resolution Process.

- 2.3 The Supplier shall review the Exit Plan with the Buyer periodically during the Term, as a minimum once every 6 months, and shall update it in order to reflect and take account of any Changes to the Services and/or their method of delivery.

3 Scope of Exit Plan

- 3.1 The Exit Plan shall contain:

- (a) a list and timetable of activities for the Supplier and the Buyer to undertake during the Termination Assistance Period in sufficient detail to ensure that each party can comply with the terms of this Schedule 7 and to allow the smooth transition of the Services to any replacement supplier(s) with no disruption to the business of the Buyer;
- (b) details of which Supplier activities shall be provided free of charge (which shall include returning to the Buyer all Specifically Created Material and all Buyer Material to the Buyer), and which activities shall be chargeable in accordance with paragraph 7 below;
- (c) full details of dependencies on the Buyer and on the Supplier for the successful implementation of the Exit Plan;
- (d) such other details as the Buyer and the Supplier consider appropriate when agreeing the terms of the Exit Plan; and
- (e) without prejudice to paragraph 8, the Termination Assistance that the Supplier will reasonably be required to provide to the Buyer.

- 3.2 During any period when the Exit Plan has not been agreed by the Buyer and the Supplier, the Exit Plan shall be deemed to be, and the Buyer and the Supplier shall comply with, the terms detailed in this Schedule.

4 Notification of Requirements for Termination Assistance

- 4.1 The Buyer shall have the right to require the provision of Termination Assistance by giving written notice to the Supplier at least one month prior to the Expiry Date of this Call Off Agreement or at any time following service of a notice of Termination (a "Termination Assistance Request"). The Termination Assistance Request shall specify:

- (a) the date from which Termination Assistance is required, provided that such date is no earlier than:

- (i) in the case of Termination, a date which is 10 (ten) days from the date of service of the Termination Assistance Request; and
- (ii) in the case of expiry only (and not earlier Termination), 1 (one) month prior to expiry

(the "Activation Date");

- (b) the nature and extent of the Termination Assistance required in accordance with paragraph 8;
 - (c) if not already provided, confirmation as to whether the Terminating Services are to be continued in accordance with paragraph 5; and
 - (d) the period during which the Buyer envisages that Termination Assistance will be required, provided that such period will continue no longer than 3 months after the date that the Supplier ceases to provide the Terminating Services (the "Deactivation Date").
- 4.2 The period between the Activation Date and Deactivation Date shall be the Termination Assistance Period.
- 4.3 For the sake of clarity, in this Schedule "Termination Assistance" excludes "Terminating Services"

5 Continuation of the Terminating Services

- 5.1 In the event of the early Termination or the expiry of this Call Off Agreement (for whatever reason), the Supplier shall, and shall ensure that all of its subcontractors (if any) and staff shall, to the extent requested by the Buyer, in addition to supplying any other Termination Assistance pursuant to this Schedule 7, continue to perform the Terminating Services for the period specified in the notice of Termination and/or the Termination Assistance Request, which period shall not exceed 3 months after either the date on which Termination becomes effective or the Expiry Date.
- 5.2 Where the Buyer requires the Supplier to continue the provision of some or all of the Terminating Services, such Terminating Services shall be provided at no detriment to the applicable Service Levels.

6 Exit Management and the Implementation of the Exit Plan

- 6.1 The Buyer and the Supplier shall each advise the other in writing within 10 (ten) Working Days of the Activation Date of the identity of its staff responsible for the management of the exit from the Call Off Agreement (the Exit Managers).
- 6.2 The Exit Managers shall promptly review the Exit Plan, and shall determine whether any amendments to the Exit Plan are required and shall discuss any other issues or matters relevant to the provision of Termination Assistance by the Supplier in accordance with the Exit Plan and this Schedule.
- 6.3 Upon agreement of any amendments to the Exit Plan, or if no such amendments are required, immediately following such review, the Supplier shall commence the implementation of the Exit Plan.
- 6.4 In order to facilitate implementation of the Exit Plan, the Supplier shall maintain:
- (a) A list of all assets used in providing the Services (including those that are owned by the Supplier);
 - (b) such documentation as is necessary to detail the technical aspects of the Services. This documentation shall be of sufficient detail to permit the Buyer and any replacement supplier of the Services to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption to the Buyer,
 - (c) details of other relevant third party contracts; and

in each case, the Buyer may audit such documentation prior to implementation of the Exit Plan. The Supplier shall provide to the Buyer such information, documents and details promptly upon request by the Buyer.

7 Costs

- 7.1 In respect of and for the duration of the continuance of the provision of the Terminating Services pursuant to paragraph 5, the Buyer shall continue to pay the Charges in respect of the Terminating Services in accordance with Schedule 2 (Charges).
- 7.2 The Supplier shall be entitled to charge the Buyer on a time and materials basis in accordance with Schedule 2 (Charges) for the provision of any Termination Assistance provided that:

- (a) the Supplier shall use reasonable endeavours to reallocate resources to provide any Termination Assistance without additional costs;
- (b) where additional cost is incurred, the Supplier can demonstrate to the Buyer that such charges are reasonable; and
- (c) the scope of the Termination Assistance and estimated fees in respect of the same have been previously authorised by the Buyer.

8 Termination Assistance

8.1 The Supplier shall fully co-operate with and assist the Buyer and/or any replacement supplier(s) in ensuring the smooth handover and continued running of the Services during the Termination Assistance Period. In particular, the Supplier shall, and shall procure that its subcontractors (if any) shall, render all such assistance to the Buyer and/or the replacement supplier(s) as the Buyer may reasonably require including (but not limited to) the following:

- (a) implementing and complying with the Exit Plan;
- (b) providing an inventory of application software and documentation;
- (c) undertaking knowledge transfer from key individuals;
- (d) allowing the Buyer and/or any replacement supplier access to staff and/or Supplier Premises, upon reasonable notice and at reasonable times, as may be reasonably necessary to fulfil the objective of this schedule;
- (e) vacating all Buyer Premises;
- (f) preparing documentation and/or any equipment for collection and returning all Buyer Materials and Buyer Assets (including Specifically Created Material and all of those Buyer Assets as are listed in Schedule 10, Part B to the Call Off Order Form);
- (g) providing help and further information to any replacement supplier(s) for up to 6 months following the transfer of the Services;
- (h) dealing with final invoicing;
- (i) at the end of the Termination Assistance Period (or earlier where requested by the Buyer) erasing from any computers, storage devices and storage media that are to be

retained by the Supplier after the end of the Termination Assistance Period any Specially Created Material and all Buyer Data;

9 Transfer of assets and data

9.1 At the end of the Termination Assistance Period:

- (a) (or earlier if so request by either party), each party shall return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services, Terminating Services and/ or Termination Assistance;
- (b) except where Call-Off Agreement provides otherwise or where terminated earlier by the Buyer, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period;
- (c) all equipment used and owned by the Supplier to deliver the service to the Buyer will, unless specifically identified otherwise, remain the property of the Supplier.
- (d) the Supplier shall return to the Buyer any equipment owned by the Buyer that has been used in the provision of the Services including but not limited to those Buyer Assets as are set out in Schedule 12.
- (e) the Buyer, at the Supplier's discretion, may purchase at the then net book value equipment owned by the Supplier which is used by the Supplier solely for the purpose of providing the Services.
- (f) where the Buyer requires, the Supplier shall license to the Buyer or shall use reasonable endeavours to procure the grant of a licence to the Buyer of any software used by the Supplier which is used solely for the purpose of providing the Services and/or receiving the Services and the property and rights (including intellectual property rights) in which is not already owned or licensed to the Buyer, for the use by the Buyer following the Termination or expiry of this Call-Off Agreement and the end of any Termination Assistance Period
- (g) the Supplier shall transfer to the Buyer any current and historic documentation and management information relating to the provision of the Services as per the terms of this Call-Off Agreement. This information shall be transferred to the Buyer at no charge.

- (h) where the Buyer requires, the Supplier shall use reasonable endeavours to secure the novation to the Buyer of any third party contracts used by the Supplier solely for the purpose of providing the Services and/or allowing the Buyer to receive the Services.
- (i) the Supplier shall hand over to the Buyer all data relating to the Infrastructure, such data to include database records, configuration information of the Infrastructure and all back-up copies of such data. The Supplier shall provide such data on industry standard media and format.

10 Communication

- 10.1 Arrangements for communication with staff, relevant trade unions, suppliers and the Buyer's will be made so as to avoid any detrimental impact upon the Parties' business as a result of undertaking any transfer contemplated by the Exit Plan. The Parties will agree prior to any release of information the manner and timing for releasing information.

11 Disputes Relating to Termination Services

- 11.1 Where there is any dispute between the parties regarding any matter set out in this Schedule, such dispute shall be resolved in accordance with Schedule 11.

Schedule 11 – Dispute Resolution

- 1 Any question which may arise concerning the construction, meaning or effect of this Agreement or any matter arising out of or in connection with this Call-Off Agreement, in the first instance shall be referred in writing to the Supplier's and Buyer's nominated managers for discussion and resolution within two weeks.
- 2 If the matter is not resolved within that time, it will be referred to the next level of the Supplier's and Buyer's IT management who must meet within two weeks of such referral to attempt to resolve the matter. If the matter is not resolved at that meeting the escalation continues with one week maximum time interval up to the most senior level of management (for the avoidance of doubt, in the case of Buyer the most senior level of management for these purposes shall refer to IT managers only.) If the unresolved matter is having a serious effect on the Services, both parties will use reasonable endeavours to reduce the elapsed time in completing the process.
- 3 The levels of escalation are as set out in the below table with each row representing escalating seniority (the first being the lowest level of seniority and the fourth row being the highest level):



- 4 If any of the above are unable to attend the meeting, a substitute may attend provided that such substitute is authorised to settle the unresolved matter.
- 5 Any dispute, controversy or claim arising out of or relating to this Call-Off Agreement, or the breach, termination, or invalidity thereof which has not been resolved in accordance with

paragraph 1 and 2 above, shall be resolved through mediation in accordance with clauses 8.64 to 8.77 of the Framework Agreement.

- 6 Neither party may initiate any legal action until the procedures set out in the paragraphs directly above have been completed unless such party has reasonable cause to do so to avoid damage to its business.

Schedule 12 - Change Control Procedure

1 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

This schedule sets out the procedure for dealing with Changes.

- 1.1 Operational Changes shall be processed in accordance with paragraph 8 below. If either Party is in doubt about whether a change falls within the definition of an Operational Change then it will be processed as a Change.
- 1.2 Under this Change Control Procedure:
 - 1.2.1 either Party may request a Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;
 - 1.2.2 the Supplier will assess and document the potential impact of a proposed Change in accordance with paragraph 4 before the Change can be either approved or implemented;
 - 1.2.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 5;
 - 1.2.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in paragraph 6;

- 1.2.5 no proposed Change shall be implemented by the Supplier until such time as a Change Authorisation Note has been signed and issued by the Buyer in accordance with paragraph 5; and
- 1.2.6 if the circumstances or nature of a proposed Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 7.
- 1.3 Until such time as a Change Authorisation Note has been signed and issued by the Buyer in accordance with paragraph 5.2, then:
 - 1.3.1 unless the Buyer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the Call-Off Agreement as if the proposed Change did not apply; and
 - 1.3.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Call-Off Agreement.

2 COSTS

- 2.1 Subject to paragraph 2.3, the costs of preparing each Change Request and undertaking an Impact Assessment incurred by both Parties, shall be borne by the Party making the request.
- 2.2 All Changes shall be calculated and charged in accordance with the principles and day rates set out in schedule 2 (Charges). The Supplier will only be entitled to increase the Charges if it can demonstrate in the Impact Assessment that the proposed Change requires additional resources or services and that such additional resources or services are not accounted for within the scope of Charges that are already payable by the Buyer. In any event, any change to the Charges resulting from a Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources or services required for the provision of the Services as amended by the Change.
- 2.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3 CHANGE REQUEST

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Call-Off Agreement Period. The Change Request shall be substantially in the form of Appendix 1 to this schedule and must state whether the Party issuing the Change Request considers the proposed Change to be a Fast-track Change.
- 3.2 If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable.
- 3.3 If the Buyer issued the Change Request, then the Supplier shall provide an Impact Assessment to the Buyer as soon as is reasonably practicable.

4 IMPACT ASSESSMENT

- 4.1 Each Impact Assessment shall include (without limitation):
 - 4.1.1 details of the proposed Change including the reason for the Change; and
 - 4.1.2 details of the impact of the proposed Change on the Services, the Additional Services and the Supplier's ability to meet its other obligations under the Call-Off Agreement and any variation to the terms of the Call-Off Agreement that will be required as a result of that impact and including without limitation changes to:

- 4.1.2.1 the Services Requirements and the Service Levels;
 - 4.1.2.2 the Milestones and any other timetable previously agreed by the Parties;
 - 4.1.2.3 other services provided by third party suppliers to the Buyer, including any changes required by the proposed Change to the Buyer's IT infrastructure;
 - 4.1.2.4 other proposed Changes which have yet to be agreed with the Buyer pursuant to this Change Control Process;
 - 4.1.2.5 details of the cost of implementing the proposed;
 - 4.1.2.6 details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party in accordance with the cost visibility taking into consideration any other proposed Changes and any alteration to the working practices of either Party;
 - 4.1.2.7 a timetable for the implementation, together with any proposals for the testing of the Change and the impact on any other proposed Changes;
 - 4.1.2.8 details of how the proposed Change will ensure compliance with any applicable Change in Law; and
 - 4.1.2.9 such other information as the Buyer may reasonably request in (or in response to) the Change Request.
- 4.2 Subject to the provisions of paragraph 4.3, the Buyer shall review the Impact Assessment and, within 15 Working Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with paragraph 5.
- 4.3 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the

further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within a reasonable time of receiving such notification. At the Buyer's reasonable discretion, the Parties may repeat the process described in this paragraph until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5 BUYER'S RIGHT OF APPROVAL

5.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to 4.3, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

5.1.1 approve the proposed Change, in which case the Parties shall follow the procedure set out in paragraph 5.2 below;

5.1.2 in its absolute discretion reject the Change, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Change to the extent that the Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;

5.1.3 request the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within a reasonable period of such request. Subject to paragraph 4.3 above, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Change within 10 Working Days.

5.2 If the Buyer approves the proposed Change pursuant to paragraph 5.1 and it has not been rejected by the Supplier in accordance with paragraph 6 below, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature, the Change Authorisation Note shall constitute a binding variation to the Call-Off Agreement provided that the Change Authorisation Note is signed by:

5.2.1 the appropriate person(s) specified in paragraph 9.1 of this schedule;
and

5.2.2 the Buyer within 10 Working Days of receiving the Supplier's signed copy. If the Buyer does not sign the Change Authorisation Note within this time period, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five Working Days of the date of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

6 SUPPLIER'S RIGHT OF APPROVAL

6.1 Following an Impact Assessment, if the Supplier reasonably believes that any proposed Change which is requested by the Buyer:

6.1.1 would materially and adversely affect the risks to the health and safety of any person; or

6.1.2 would require the Services to be performed in a way that infringes any Law; or

6.1.3 is outside of the Supplier's technical capability where:

6.1.3.1 the Supplier can demonstrate to the Buyer's reasonable satisfaction that the proposed Change is impossible to implement; and

6.1.3.2 the proposed Change is outside the technical scope of the Services as set out in the Services Requirements , or

6.1.4 the Supplier has insufficient resources to fulfil the proposed Change.

then the Supplier shall be entitled to reject the proposed Change and shall notify the Buyer of its reasons for doing so within five Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 4.3.

7 FAST-TRACK CHANGES

7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

7.2 If both Parties agree in relation to a proposed Change that:

- 7.2.1 the Change does not involve any alteration to, or deviation from the contractual principles set out in the Call-Off Agreement; and
- 7.2.2 the total number of Changes in relation to which this fast track procedure has been applied does not exceed 24 in any 12 month period (or such higher number as the Parties may from time to time agree in writing); and
- 7.2.3 the value of the proposed Change does not exceed [REDACTED] and the proposed Change is not significant (as determined by the Buyer acting reasonably),

then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of 15 Working Days is reduced to five Working Days, any period of 10 Working Days is reduced to two Working Days and any period of five Working Days is reduced to one Working Day.

7.3 The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the Parties in writing.

8 OPERATIONAL CHANGE PROCEDURE

8.1 Any changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Changes provided they do not:

- 8.1.1 have an impact on the Buyer;
- 8.1.2 require a change to the Call-Off Agreement;
- 8.1.3 have a direct impact on use of the Services; or
- 8.1.4 involve the Buyer in paying any additional Charges or other costs.

8.2 The Buyer may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Supplier Representative.

8.3 The RFOC shall include the following details:

8.3.1 the proposed Operational Change; and

8.3.2 time-scale for completion of the Operational Change.

8.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.

8.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Buyer when the Operational Change is completed.

9 CHANGE AUTHORISATION

9.1 Any proposed Change processed in accordance with this schedule will not be authorised and the Supplier shall not implement any proposed Change until the Change Authorisation Note is signed and executed by the IS & ICT Procurement & Contracts Manager in accordance with the Buyer's Change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

10 COMMUNICATIONS

10.1 For any Change Communication to be valid under this schedule, it must be sent to either the Buyer's Change Manager or the Supplier's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first-class post, email or facsimile. Change Communications shall be deemed to have been received at the following times:

10.1.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;

10.1.2 if posted first class from within the UK, at 10.00 hours on the second Working Day after it was put into the post; or

10.1.3 if sent by facsimile or email, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Working Day, and in any other case at 10.00 hours on the next Working Day following the date of despatch.

- 10.2** In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and posted (by prepaid first class recorded delivery post) or that the facsimile or email was properly addressed and despatched, as the case may be.

Appendix 1 - Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
PROJECT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED VARIATION:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED VARIATION:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

Appendix 2 - Impact Assessment Form

CR NO.:	TITLE:	DATE RAISED:
PROJECT:		REQUIRED BY DATE:
DETAILED DESCRIPTION OF VARIATION FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED VARIATIONS:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE VARIATION:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:		
DETAILS OF ANY SERVICE LEVELS AFFECTED:		
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:		
DETAILS OF ANY INTERFACES AFFECTED:		
DETAILED RISK ASSESSMENT:		
RECOMMENDATIONS:		

Appendix 3 - Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
KEY MILESTONE DATE: <i>if any</i>		
DETAILED DESCRIPTION OF VARIATION FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED VARIATIONS:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE VARIATION:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE BUYER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature: _____		Signature: _____
Name: _____		Name: _____

Position: _____	Position: _____
Date: _____	Date: _____

Schedule 13 - Buyer Responsibilities and Buyer Assets

Part A: Buyer Responsibilities

1 INTRODUCTION

- 1.1 The responsibilities of the Buyer set out in Schedule 1 Part B (Services) and this Schedule 13 (Buyer Responsibilities and Buyer Assets) shall constitute the exclusive Buyer Responsibilities under this Call-Off Agreement.
- 1.2 The responsibilities specified within this schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

2 GENERAL OBLIGATIONS

The Buyer shall:

- 2.1 use its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Call-Off Agreement Period;
- 2.2 provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under this Call-Off Agreement; and
- 2.3 use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Call-Off Agreement provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer.

3 SPECIFIC OBLIGATIONS

Software

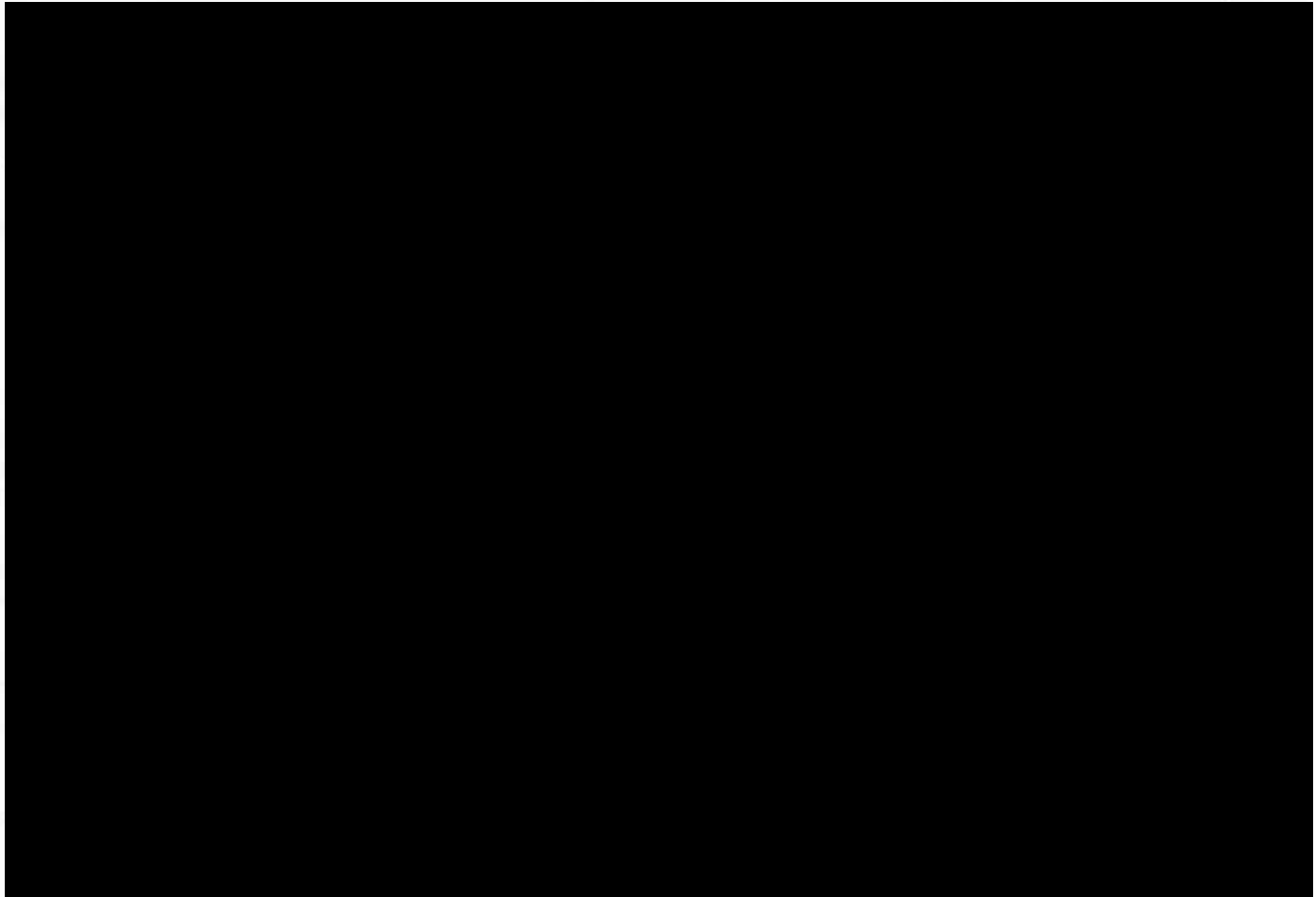
- 3.1 The Buyer shall ensure that all required software specific to the delivery of the Services to the Buyer (and any applicable licence(s)) is provided by the Buyer to the Supplier provided that:
- 3.1.1 the Supplier provides the Buyer with reasonable notice of any software required to deliver the Infrastructure hosting Services, including its licensing requirements (such as the number of required license and the use/type of license required); and
 - 3.1.2 the Supplier keeps full and accurate records of the number of licences required and the number of users licensed to use the relevant software.
- 3.2 The Buyer will agree and implement network security over its WAN to enable the Supplier to manage all environments from the Buyer's Sites.
- 3.3 The Buyer will ensure that WAN bandwidth is sufficient to enable timely (<15minutes) check-in/check-out during the development cycle
- 3.4 The Buyer will procure the necessary maintenance agreements for the infrastructure and these will then be utilised by the Supplier.
- 3.5 The Buyer will procure the necessary maintenance agreements for the operating system and application element of the infrastructure and these will then be utilised by the Supplier.
- 3.6 The Buyer will procure the necessary maintenance agreements for the anti-viral and backup element of the infrastructure and these will then be utilised by the Supplier.
- 3.7 The Buyer shall ensure that, at all times, for the duration of the Call-Off Agreement the Supplier shall be able to utilise a support agreement between the Buyer, Oracle and other manufacturers at no charge to the Supplier, for the purpose of obtaining the support and guidance that the Supplier deems reasonably necessary for the fulfilment of their duties as defined by this Call-Off Agreement.
- 3.8 Any Changes shall be conducted via the Change Control Procedure as set out in Schedule 12.
- 3.9 The Buyer retains responsibility for the roll-out of software to its Buyer Users.

- 3.10 The Supplier shall recommend application, database, operating system; patches or upgrades which the Buyer will either approve or reject. If the recommendation is rejected, the Supplier will detail the impact on its ability to deliver the services.
- 3.11 Provision, delivery and installation of hardware in addition to that set out in Schedule 13 shall be dealt with via the Change Control procedure in Schedule 12.

4 RELIEF EVENTS

- 4.1 The Buyer acknowledge that certain obligations of the Supplier are dependent on the Buyer itself performing its obligations as detailed in this Call Off Agreement.
- 4.2 Should the Buyer fail to perform an obligation (a "Relief Event") then subject to written notification by the Supplier as soon as reasonably practicable after the Supplier becomes aware of the occurrence of the Relief Event:
 - 4.2.1 failure by the Supplier to perform the relevant obligations directly impacted by the Relief Event and any consequent poor performance of the affected Service components shall not constitute a breach of the provisions of this Call Off Agreement by the Buyer; and
 - 4.2.2 the Relief Event shall be taken account of in measuring the performance of the affected Service and performance where relevant shall be calculated as though the relevant services had been performed free from any consequences of such Relief Event.
- 4.3 The provisions of this paragraph 4 shall apply only to the extent that:
 - 4.3.1 the Relief Event affects the Supplier's ability to perform the relevant obligations;
 - 4.3.2 the Relief Event is not itself the result of the Supplier's breach; and
 - 4.3.3 the Supplier has used reasonable endeavours to perform the relevant obligations notwithstanding the impact of the Relief Event on the Supplier's ability to perform its obligations under this Call Off Agreement.

Part B: Buyer Assets



1 Buyer's Assets

- 1.1** The Supplier undertakes the safe custody of and due return of all Buyer Assets made available to or otherwise received by the Supplier and such Buyer Assets shall be used in the performance of this Call-Off Agreement and for no other purposes without the prior approval in writing of the Buyer.
- 1.2** Neither the Supplier, nor any sub-contractor, nor any other person, shall have a lien on any Buyer's Assets for any sum due to the Supplier, sub-contractor or other person and the Supplier shall take all reasonable steps to ensure that the title of the Buyer Assets and the exclusion of any such lien are brought to the notice of all sub-contractors and other persons dealing with any Buyer Assets.

Schedule 14 - Security

- 1.1 The Supplier shall comply with the security policy of the Buyer as amended from time to time. As at the Commencement Date, the relevant policy is the Buyer's Information Security and Governance Policy dated May 2018 A copy can be found at the following website www.cqc.org.uk/privacy

<https://www.cqc.org.uk/sites/default/files/20190228%20CQC%20Information%20Governance%20Policies.pdf>

- 1.2 The Supplier shall procure that all of its staff and contractors which require access to Buyer Premises in order to deliver the Services undergo the Buyer's security training prior to any attendance on site at any Buyer Premises unless such attendance is expressly authorised by the Buyer.
- 1.3 The Supplier shall ensure that if it accesses data in the Production Environment then such access shall comply with Caldicott principles. The Caldicott Report set out a number of general principles that health and social care organisations should use when reviewing its use of client information.
- 1.4 The Supplier shall ensure that it maintains and operates the Service in accordance with ISO 27001 standards and shall annually (and on request by the Buyer) provide confirmation and evidence of such certification.
- 1.5 The Supplier shall produce a quarterly report of user access to enable the Buyer to check that access is valid. It will also allow the Buyer to audit any changes to live data or access rights by those with enhanced access rights such as DBAs.
- 1.6 The Supplier shall communicate violations of Infrastructure security to the Buyer ICT Service Manager for inclusion in the audit report, to include any unauthorised access attempts to the physical data centre, within 1 Working Day.
- 1.7 The Supplier shall ensure that where system to system interchanges occur, automated mechanisms of authentication shall be in-built, where supported.
- 1.8 The Supplier shall configure, install and maintain appropriate anti-virus software as provided by the Buyer to minimise the risk of infection of the managed servers by virus, Trojan horse, other malicious software or persons.
- 1.9 The Supplier shall ensure that only the necessary systems management components have access to the Internet and that access to the hosted Siebel CRM and OBIEE managed services is not possible

from the Internet and that all access requests to those services are authenticated by the method specified and approved by the Buyer.

- 1.10 The Supplier shall allow network access from any location within the Buyer's network via the Buyer's secure WAN link.
- 1.11 The Supplier shall ensure that all infrastructure, as described in Annex B - Asset List, other than the provision of power, air conditioning and fire suppression systems, is dedicated for the use of the Buyer.
- 1.12 The Supplier shall ensure that all servers and network systems hosted by the Supplier have system clocks synchronised to a reliable and accurate time source such as the master time server in the Buyer's network.

Schedule 15 - Records Provision

1 INTRODUCTION

The objective of this schedule is to set out the requirements for:

- 1.1 the retention of proper records of processes and decisions taken relating to the performance and management of the Call-Off Agreement; and
- 1.2 the detail and nature of the reports that are to be made by the Parties, including the timing and process for making such reports.

2 REPORTS

- 2.1 Any or all of the following reports may be required:
 - 2.1.1 Management Information and other reports required by this Call-Off Agreement, including but not limited to those set out in Appendix 1 attached; and
 - 2.1.2 Force Majeure Event reports.
- 2.2 The reports referred to in paragraph 2.1 shall be provided to the Buyer as and when reasonably requested by the Buyer upon written notice.
- 2.3 The Buyer shall be entitled from time to time to reasonably request the Supplier to produce reports other than those referred to in paragraph 2.1 to enable it to meet its obligations and provide reports and returns pursuant to regulations, directions or guidance applicable to the Buyer or as required by external agencies. Where the Supplier is reasonably able to produce such reports without significant effort or cost from records which it already maintains, or is required to maintain under this Call-Off Agreement, the Supplier shall produce such reports at the Buyer's request, within a reasonable period and without additional charge. Where the production of such reports requires the Supplier to keep additional records or to incur significant effort or cost, the Buyer's request shall be dealt with through the Change Control

Procedure and the Buyer shall not be entitled unreasonably to withhold its consent pursuant to paragraph 5.1.2 of schedule 12 (Change Control Procedure) notwithstanding that the change will result in an increase in the Charges.

3 RECORDS

- 3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Appendix 1 to this schedule:
 - 3.1.1 in accordance with the requirements of the Public Records Office (PRO) and Good Industry Practice;
 - 3.1.2 in chronological order;
 - 3.1.3 in a form that is capable of audit; and
 - 3.1.4 at its own expense.

The Supplier shall make these records available for inspection to the Buyer on request subject to the Buyer giving reasonable notice.

- 3.2 Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept in hard copy or electronic form by the Supplier where it is not practicable to retain original records.
- 3.3 The Supplier shall, during the Call-Off Agreement Period and a period of at least six years following the expiry of termination of this Call-Off Agreement (or for such other period as required by Law), maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all records (whether in electronic format or otherwise) referred to in the Appendices to this schedule.
- 3.4 Financial records referred to in Appendix 1 shall be retained and maintained in safe storage by the Supplier for a period of at least seven years after the expiry or termination of this Call-Off Agreement.
- 3.5 Without prejudice to the foregoing, the Supplier shall provide the Buyer:
 - 3.5.1 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of any of the Supplier's financial years of which part or all of which falls during the Call-Off Agreement Period, the Supplier's audited accounts and if appropriate, of the consolidated audited accounts of the Supplier and, its associated companies (if any), in respect of that period, prepared in accordance with the Companies Act (2006) and generally accepted accounting principles and bases in the UK, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

APPENDIX 1

Records to be kept by the Supplier

In accordance with the provisions of paragraph 3 of this Schedule 15 the Supplier shall maintain the following records:

1. The Call-Off Agreement, its schedules and all amendments to such documents.
2. All other documents which this Call-Off Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by an expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying ICT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Customer Representative in connection with the provision of Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier for the Buyer in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to accordance with the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Buyer of the Dispute Resolution procedure under Schedule 8.
12. Documents evidencing any change in ownership or interest in the Supplier of five percent (5%) or more of the issued share capital of the Supplier and/or the Guarantor and all holdings of more than five percent (5%) of the issued share capital of the Supplier and/or the Guarantor.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited accounts of the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under the Call-Off Agreement and any claims related to this Call-Off Agreement made in respect of them.
17. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Call-Off Agreement.
18. All journals and audit trail data referred to in Schedule 14 (Security).

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 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)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)

- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

2.3 The 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:

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

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

5. Due diligence

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

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

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

- evidence of payment of the latest premiums due

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

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

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

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

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

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

10. Confidentiality

10.1 Subject to clause 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 8.78 to 8.86. 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:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
 - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

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

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

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

13. Buyer data

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

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

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

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

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

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

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

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

- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 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.
- 13.8 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.
- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If 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:
- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer 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, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 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:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
 - an Insolvency Event of the other Party happens
 - the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5

Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

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

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
 - any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
 - stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
 - destroy all copies of the Buyer Data when they receive the Buyer's written instructions

to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

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

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

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

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer Data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

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

23. Force majeure

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

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
 - Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

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

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

- 27.1 Except as specified in clause 29.8, a person who 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:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements
 - employment status
 - identity of employer
 - working arrangements
 - outstanding liabilities
 - sickness absence
 - copies of all relevant employment contracts and related documents
 - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably

possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

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

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 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:
- work proactively and in good faith with each of the Buyer's contractors

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

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it 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 8.57 and 8.58 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 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7