



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

Contents

G-Cloud 11 Call-Off Contract (version 4)	1
Part A - Order Form	4
Principle contact details	6
Call-Off Contract term	6
Buyer contractual details	6
Supplier's information	8
Call-Off Contract charges and payment	8
Additional Buyer terms	10
Schedule 1 - Services	13
1. Delivery	14
1.1. Background	14
1.2. Scope Definition	14
1.3. Scope Delivery	17
2. Critical Path Delivery	19
2.1. Charges Summary	19
2.2. Delay Remedies	20
3. Milestone Evaluation / Acceptance / Approvals process	20
4. Team Structure	21
5. Governance	21
6. DWP Obligations	22
7. Declared Risks	23

8.	Commercial.....	23
1.	Delivery.....	24
1.1.	Scope Definitions.....	24
2.	Critical Path Delivery	25
2.1.	Charges Summary.....	26
2.2.	Delay Remedies	26
3.	Milestone Evaluation / Acceptance / Approvals process.....	26
4.	Team Structure	27
5.	Governance	27
6.	DWP Obligations	28
7.	Declared Risks.....	28
8.	Commercial.....	29
Schedule 2 - Call-Off Contract charges		30
Part B - Terms and conitions		36
1.	Call-Off Contract start date and length.....	36
2.	Incorporation of terms	36
3.	Supply of services	37
4.	Supplier staff	38
5.	Due diligence	38
6.	Business continuity and disaster recovery	39
7.	Payment, VAT and Call-Off Contract charges.....	39
8.	Recovery of sums due and right of set-off.....	40
9.	Insurance	40
10.	Confidentiality	41
11.	Intellectual Property Rights	42
12.	Protection of information	43
13.	Buyer data.....	43
14.	Standards and quality	44
15.	Open source	45
16.	Security	45
17.	Guarantee	46
18.	Ending the Call-Off Contract	46
19.	Consequences of suspension, ending and expiry	47
20.	Notices	49
21.	Exit plan	49

22. Handover to replacement supplier	50
23. Force majeure.....	51
24. Liability	51
25. Premises	51
26. Equipment.....	52
27. The Contracts (Rights of Third Parties) Act 1999.....	52
28. Environmental requirements	52
29. The Employment Regulations (TUPE)	52
30. Additional G-Cloud services.....	54
31. Collaboration.....	54
32. Variation process	54
33. Data Protection Legislation (GDPR).....	55
Schedule 3 - Collaboration agreement	56
Schedule 4 - Alternative clauses.....	56
Schedule 5 - Guarantee.....	56
Schedule 6 - Glossary and interpretations.....	56
Schedule 7 - GDPR Information	66
Annex 1 - Processing Personal Data	66

Part A - Order Form

Digital Marketplace service ID number:	601331047183518
Call-Off Contract reference:	DWP23423
Call-Off Contract title:	Technology Asset Management Services
Call-Off Contract description:	<p>Technology Asset Management Services, including:</p> <ul style="list-style-type: none"> • Hardware Asset Management • Software Asset Management • Tooling • Programme Transition Assurance • Licence Optimisation Consultancy
Start date:	1 st October 2020
Expiry date:	30 th September 2021
Call-Off Contract value:	<p>Up to a maximum of £750,000 (exclusive of VAT and expenses), subject to individually governed Statements of Work (SoWs)</p> <p>The following initial SoWs are approved:</p> <p>SoW001 TAM support services is approved at REDACTED – FOI SECTION 43 exclusive of VAT and expenses*</p> <p>SoW002 REDACTED – FOI SECTION 43 consultancy services is approved at REDACTED – FOI SECTION 43 exclusive of VAT, inclusive of expenses</p> <p>*A total expenses budget of REDACTED – FOI SECTION 43 (exclusive of VAT) is provisioned by DWP for expenses incurred by the Supplier in the performance of SoW001 only where such expenses are pre-approved by DWP outside of the base location and claimed in accordance with DWP's expenses policy. The base location for SoW001 for the purposes of expenses is</p>

	DWP Digital Manchester Hub, although it is anticipated that the Services will be delivered to the Buyer remotely and on-site at the Buyer's Digital Hubs in Manchester and Peel Park, Blackpool. Occasional travel to other Buyer Digital Hubs and locations may be required.
Charging method:	Fixed price, milestone and outcome based activity
Purchase order number:	To be provided by the Buyer post Call-Off Contract signature

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	Department for Work and Pensions DWP Commercial Directorate Finance Group 5th Floor 2 St Peter's Square Manchester M2 3AA
To: the Supplier	DMSG Limited (trading as Bedigital) 33 - 35 Cathedral Road Cardiff Wales CF11 9HB Company number: 08886685 SME: Yes
Together: the 'Parties'	

Principle contact details


For the Buyer:	Title: REDACTED - FOI SECTION 40 Name: REDACTED - FOI SECTION 40 Email: REDACTED - FOI SECTION 40 Phone: REDACTED - FOI SECTION 40
For the Supplier:	Title: REDACTED - FOI SECTION 40 Name: REDACTED - FOI SECTION 40 Email: REDACTED - FOI SECTION 40 Phone: REDACTED - FOI SECTION 40

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 st October 2020 and is valid for 12 months until 30 th September 2021, subject to the Ending and Extending provisions set out herein.
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.
Extension period:	<p>This Call-Off Contract can be extended by the Buyer for 1 period of up to 12 months, by giving the Supplier 30 calendar days' written notice before its expiry.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

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:	This Call-Off Contract is for the provision of Services under: Lot 3 - Cloud support
G-Cloud services required:	<p>It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract.</p> <p>The overarching Services which could be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <div data-bbox="531 1888 592 1944"></div> <p>601331047183518-service-definition-do</p>

	<p>Specifically, the Services being delivered by the Supplier to the Buyer and its Affiliate are from individual Statements of Work as described in Schedule 1 of this Call-Off Contract.</p> <p>“Affiliate” for the purposes of this Call Off Contract means BPDTS Limited.</p> <p>Future services will be contracted as Variations to Schedule 1.</p>
Additional Services:	Any requirement for additional services shall be managed as Variations to Schedule 1.
Location:	<p>The Services will be delivered to the Buyer remotely and on-site at the Buyer’s Digital Hubs in Manchester and Peel Park, Blackpool.</p> <p>Occasional travel to other Buyer Digital Hubs and locations may be required.</p>
Quality standards:	The quality standards required for this Call-Off Contract are as per the G Cloud framework standards and ISO27001 and as agreed for each Statement of Work.
Technical standards:	The technical standards required for this Call-Off Contract shall be agreed for each Statement of Work.
Service level agreement:	Not applicable
Onboarding:	The Supplier shall onboard its consultants in a timely manner to deliver the services set out in each Statement of Work.
Offboarding:	<p>In addition to any offboarding requirements set out in each Statement of Work, as Supplier consultants off-board, the Supplier will review their engagement objectives and produce a knowledge transfer plan to ensure that required knowledge transfer activities and deliverables are scheduled and completed.</p> <p>At the end of each engagement the Supplier will undertake a review exercise to ensure that:</p> <ul style="list-style-type: none"> • All documentation and knowledge repositories produced in the course of the services have been handed over to the Buyer • All knowledge transfer activities have been delivered • Buyer equipment and any access passes provided to the Supplier by the Buyer are promptly returned <p>Where gaps are identified the Supplier will undertake final knowledge transfer sessions with the Buyer</p> <p>At the end of the offboarding and handover period, removal of security clearance and site/system access for the Supplier by the Buyer.</p>
Collaboration agreement:	Not applicable

Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £20,000,000.</p> <p>The annual total liability for all other defaults will not exceed 150% of the Charges.</p> <p>The limit on Parties' liabilities set out in this section is an aggregate limitation and not a per Affiliate limitation.</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
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 90 consecutive days.
Audit:	The audit provisions from clauses 7.4 to 7.12 of the Framework Agreement shall be incorporated into this Call-Off Contract.
Buyer's responsibilities:	Buyer responsibilities shall be as set out in each Statement of Work, as applicable.
Buyer's equipment:	Where the Supplier is required to use the Buyer's equipment for information governance and/or security reasons, the Buyer's equipment to be used for this Call-Off Contract includes Buyer supplied Laptop devices, smartcards/dongles and access to Buyer's files and emails.

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>REDACTED – FOI SECTION 43</p>
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Call-Off Contract charges and payment

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


Payment method:	<p>The payment method is BACS (Bankers Automated Clearance Service). The Buyer shall make BACS payments after submission of a valid</p>
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	deliverable milestone invoice by the Supplier.
Payment profile:	<p>The payment profile for this Call-Off Contract is milestone based as set out in each individually governed Statement of Work.</p> <p>The payment profiles for the initial Statements of Work are set out in Schedule 2 Appendix 1 and Appendix 2.</p>
Invoice details:	<p>The Supplier will post paper invoices to the Buyer SSCL address and send PDF version of the invoice to the SSCL email address below upon approval of the Buyer that the associated milestone has been met as set out in each Statement of Work.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid invoice at SSCL.</p>
Who and where to send invoices to:	<p>Hard copies and electronic invoices shall be sent and emailed respectively to:</p> <p>(1) DWP, PO Box 406, SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ.</p> <p>(2) PDF versions of invoices should ALSO be emailed to the shared inbox: REDACTED - FOI SECTION 40</p>
Invoice information required – for example purchase order, project reference:	<p>All invoices must include: PO number, Project reference and Buyers reference details.</p> <p>The Invoice format will follow the standard Supplier invoice format mirroring the necessary information in clause 7.5 of the Call Off Contract. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of this Call-Off Contract.</p>
Invoice frequency:	Electronic PDF Invoice(s) will be sent to the Buyer in arrears for milestones achieved in accordance with the criteria within the relevant Statement of Work for approval before sending the electronic PDF and paper copies of the invoices to DWP-SSCL as above.
Call-Off Contract value:	The total value of this Call-Off Contract is set out in the Call-Off Contract section in Part A of the Order Form.
Call-Off Contract charges:	<p>The detailed Charges breakdown for the provision of Services during the Term shall be as set out in each individually governed Statement of Work.</p> <p>Supplier expenses for each Statement of Work are capped at the value stated in such Statement of Work and may not be transferred or carried forward into other Statements of Work.</p> <p>Expenses are to be charged in accordance with the Buyer's expense policy as attached:</p>



Expenses Policy.docx

Additional Buyer terms

Performance of the service and deliverables:	<p>The Services to be performed by the Supplier and associated deliverables and milestones shall be as set out in each individual Statement of Work.</p> <p>The Supplier shall at all times perform the Services in accordance with Good Industry Practice (including without limitation with regards to delivery governance).</p>
Guarantee:	Not applicable.
Warranties, representations:	None In addition to the incorporated Framework Agreement clause 4.1.
Supplemental requirements in addition to the Call-Off terms:	<p><u>Security Clearance</u></p> <p>The Supplier shall comply with HMG Baseline Personnel Security Standard (BPSS)/ Government Staff Vetting Procedures Version 6.08/01/2015 in respect of all persons who are employed or engaged by the Supplier in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Buyer and the Supplier. The HMG Baseline Personnel Security Standard / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. A Guide for DWP Suppliers has been prepared and attached below.</p> <p></p> <p>guide-for-dwp-contractors-bpss.pdf</p> <p>In order to deliver the Services, the Supplier shall provide BPSS clearance for Supplier Staff and for Supplier Staff requiring privileged access, SC clearance will be provided through an agreed process with the Buyer.</p> <p><u>Right to cancel</u></p> <p>In addition to the Buyer's right to terminate for convenience in accordance with clause 18 of the Call Off Contract, it is acknowledged and agreed by the Supplier that the Buyer is entitled to cancel in writing any milestone(s) and/or Services under any Statement(s) of Work at any</p>

time, without prior notice and without incurring additional charges. In the event of any such cancellation the Supplier shall, where applicable, be able to invoice the Buyer for the pro-rata number of days properly completed in respect of such milestone(s) and/or Services to the date of cancellation of such milestone(s) and the value of any applicable Statement of Work Retention Payment Milestone shall be adjusted accordingly.

Right to vary

In addition to the Buyer's right to terminate for convenience in accordance with clause 18 of the Call Off Contract and the right to cancel set out above, it is acknowledged and agreed by the Supplier that the Buyer is entitled to vary in writing any milestone(s) under any Statement of Work(s) at any time, without prior notice and without incurring additional charges, subject to the effort required to implement such variation corresponding to the effort assumed for such milestone. Where the effort required is more or less than the effort assumed for such milestone, any such variation shall be impact assessed by the Supplier (including any impact on any Retention Payment Milestone(s)) and shall be agreed and documented via change control procedures prior to such variation being implemented.

Off-Shoring

The Supplier shall comply with the Buyer's Offshoring Policy. In the case of any conflict between this Call-Off Contract and the terms of the Offshoring Policy, the Supplier shall immediately notify the Buyer and the Parties shall discuss and the Buyer shall agree the appropriate requirements for the Supplier to satisfy its obligations under this clause.



DWP Off Shoring
Policy.pdf

Prohibited Acts

The Supplier shall not, and shall ensure that any staff shall not, commit any Prohibited Act. If the Supplier, its staff or anyone acting on the Supplier's behalf engages in a Prohibited Act, the Buyer may: terminate the Call-Off Contract and recover from the Supplier the amount of any Loss suffered by the Buyer as a result.

Any termination under this clause of the Call-Off Contract will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.

TUPE

	Application of TUPE on the Start date and termination – for the purposes of this Call-Off Contract both Parties have agreed this Call-Off Contract on the basis that TUPE should not apply. The Supplier shall indemnify the Buyer from the Start date of this Call-Off Contract for any Loss as a result of any claims arising from non-transferring staff.
Alternative clauses:	Not applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms:	The Supplier shall not include restrictive covenant(s) in its contract(s) with its Subcontractor(s) and/or consultant(s) that would prevent or impede any such Subcontractor(s) and/or consultant(s) from contracting directly or indirectly with the Buyer in the event the Buyer Ends the Call Off Contract and/or any individual Statement of Work (in whole or in part) for any reason. This clause shall survive termination of the Call Off Contract.
Public Services Network (PSN):	Not applicable.
Personal Data and Data Subjects:	See Schedule 7: Annex 1

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:	REDACTED - FOI SECTION 40	REDACTED - FOI SECTION 40
Title:	REDACTED - FOI SECTION 40	REDACTED - FOI SECTION 40
Signature:	<u>X</u>	<u>X</u>

Date:		
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Schedule 1 - Services

The Services to be performed by the Supplier and associated deliverables and milestones shall be as set out in each individual Statement of Work.

The approved SoW 001 TAM Support Services is set out in Appendix 1 to this Schedule 1.

The approved SoW 002 REDACTED – FOI SECTION 43 Consultancy Services is set out in Appendix 2 to this Schedule 1.

Appendix 1 to Schedule 1 – Services - SoW 001 TAM Support Services

1. Delivery

1.1. Background

DWP have undertaken 2 phases of a change programme to bring new rigour and effectiveness into their Technical Asset Management function:

Phase 1: An initial target operating model development, coupled with work to normalise the Asset Management and commercials of a number of mega and large vendors to bring them into management.

Phase 2: Support services to Implement the TOM and support DWP Personnel in their adoption of the new processes, coupled with support to bring further vendors into management and ensuring that the management of the mega vendors is tuned to maximise the effective savings realised.

These 2 phases have been successful and have resulted in significant savings being realised by DWP across a number of vendors. The TAM team are also operating well with personnel undertaking clearly defined roles which support the operation of an efficient TAM function.

As the phase 2 services draw to a close DWP desires to undertake a transition phase where Assurance services are required, moving the support away from 'structural' capability uplift as the team formed and took on the new ways of working into services which provide guidance and support further capability development of the DWP team.

1.2. Scope Definition

Bedigital shall supply the following services to meet DWP's required outcomes.

Throughout all of the following workstreams, Bedigital shall deliver Advice and Guidance to the DWP TAM team members to support the new team will be provided, including the delivery of mentoring sessions, updated Knowledge Base records and Training Materials.

Workstream 1	Service Outcomes	Service ID	Service description
SAM Vendor Management	<p>Effective License position is maintained for the assigned software vendor(s) ("Vendors")</p> <p>New asset requests are reviewed and recommendations made to DWP on the implications of the requests.</p> <p>Optimisation is undertaken as necessary to maintain an Optimised License Position for the Vendors</p> <p>Actions to be undertaken by other DWP teams necessary to implement the agreed optimisations for the Vendors are noted and reported</p> <p>DWP TAM team members are supported in the new ways of working, including the delivery of:</p> <ul style="list-style-type: none"> • Advice and guidance • Mentoring sessions • Updated Knowledge Base records and Training Materials (where necessary) 	SAMV1	Support the transition of the Vendor management activities from the Phase 2 services and into complete ownership of the DWP TAM team
		SAMV2	Mentoring, Support and guidance for vendor leads taking over vendor roles
		SAMV3	Mega vendor support for REDACTED – FOI SECTION 43 renewals and optimisations (excluding REDACTED – FOI SECTION 43 specific commercial and data audit advice)
		SAMV4	Support the DWP team members in the delivery of the monthly activities required under the TAM Vendor Plan as required, including undertaking the following activities: <ul style="list-style-type: none"> ○ Maintenance of Effective License Positions ○ Review of new asset requests ○ Renewal governance ○ Optimisation planning and implementation
		SAMV5	Lifecycle management
Workstream 2	Service Outcomes	Service ID	Service description
HAM Vendor Management	<p>Effective Asset Position is maintained for the assigned hardware Vendor(s)</p> <p>New asset requests are reviewed and recommendations made to DWP on the implications of the requests.</p> <p>Optimisation is undertaken as necessary to maintain an Optimised Asset Position for the Vendors</p> <p>Actions to be undertaken by other DWP teams necessary to implement the agreed optimisations for the Vendors are noted and reported</p> <p>DWP TAM team members are supported in the new ways of working, including the delivery of:</p> <ul style="list-style-type: none"> • Advice and guidance • Mentoring sessions • Updated Knowledge Base records and Training Materials (where necessary) 	HAMV1	Support the transition of the Hardware renewal management activities from the Phase 2 services and into complete ownership of the DWP TAM team
		HAMV2	Mentoring, Support and guidance for vendor leads taking over vendor roles
		HAMV3	Hardware validation and tracking
		HAMV4	Support the DWP team members in the delivery of the monthly activities required under the TAM Vendor Plan as required, including undertaking the following activities: <ul style="list-style-type: none"> ○ Maintenance of Effective Asset Positions ○ Review of new asset requests ○ Renewal governance ○ Optimisation planning and implementation
		HAMV5	Lifecycle management

Workstream 3	Service Outcomes	Service ID	Service description
Tooling Support	<p>Oversight and leadership of the REDACTED - FOI SECTION 43 product provided to plan and control the maintenance of the operational readiness and effectiveness of REDACTED - FOI SECTION 43 product:</p> <ul style="list-style-type: none"> • REDACTED - FOI SECTION 43 upgrade path, planning and benefit • analysis report creation and maintenance • Potential further benefits from REDACTED - FOI SECTION 43 utilisation including additional connectors • Connections between REDACTED - FOI SECTION 43 and other tools and environments in DWP • REDACTED - FOI SECTION 43 support ticket management and escalation • TAM / Application support team liaison • Additional REDACTED - FOI SECTION 43 rollout identification, planning and validation • Benefit tracking for REDACTED - FOI SECTION 43 <p>DWP TAM team members are supported in the new ways of working, including the delivery of:</p> <ul style="list-style-type: none"> • Advice and guidance • Mentoring sessions • Updated Knowledge Base records and Training Materials (where necessary) 	TLS1	Delivery of REDACTED - FOI SECTION 43 lead activities including planning of REDACTED - FOI SECTION 43
		TLS2	REDACTED - FOI SECTION 43 upgrade path, planning and benefit analysis report creation and maintenance
		TLS3	REDACTED - FOI SECTION 43 support ticket management and escalation
		TLS4	TAM / Application support team liaison
		TLS5	Additional REDACTED - FOI SECTION 43 rollout identification, planning and validation
		TLS6	Provide advice on Benefit tracking of REDACTED - FOI SECTION 43
Workstream 4	Service Outcomes	Service ID	Service description
Programme Transition Assurance	<p>Oversight and leadership provided to the transition and onboarding from major DWP Programmes with TAM management implications, including:</p> <ul style="list-style-type: none"> • Impact reporting of vendor application transitions for hardware and software • Programme guidance lead for TAM to advise organisation on requirements • Gathering and reporting of requirements 	PTA1	<p>Provision of transition assurance for major DWP programmes with respect to the programmes' Asset requirements and move into DWP management.</p> <p>Note: Initially, this service is scoped to provide support for the REDACTED - FOI SECTION 43 programmes. It is acknowledged that the programmes requiring support may change over the term of the Statement of Work and shall be subject to impact assessment. Where such change(s) can be absorbed within</p>

	<ul style="list-style-type: none"> Recommendation reporting Coordination of TAM vendor leads as appropriate to support <p>DWP TAM team members are supported in the new ways of working, including the delivery of:</p> <ul style="list-style-type: none"> Advice and guidance Mentoring sessions Updated Knowledge Base records and Training Materials (where necessary) 		the planned capacity, such change(s) shall not incur an increase in the charges.
		PTA2	Delivery of agreed management reporting for the programmes within scope of PTA1

1.3. Scope Delivery

The services set out above will be delivered to DWP by a team of REDACTED - FOI SECTION 43. To maximise the support, advice and guidance from Bedigital, the 4 work streams will be run collectively to maximise the shared knowledge and experience across the DWP TAM team. The Bedigital onsite lead will coordinate the 4 work streams with the DWP Head of TAM on a biweekly basis to ensure all requirements are being met, as well as with the resources and TAM leads for each area.

The EPICs shall be delivered over the period of the SoW in monthly sprints. Sprint reviews will be undertaken every 2 weeks with the monthly review reviewing and signing off the previous sprint and agreeing the specific scope for the next sprint.

Table 1.3.1 Milestone Delivery

SAM Vendor Management

Milestone Ref	Milestone Date	Milestone Deliverable(s)	Milestone Acceptance Criteria
SAM1	31/10/2020	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the SAM Vendor Management service. Sprint plan for the next sprint	Supplier sprint report is reviewed with the DWP Head of TAM following end of Milestone to confirm satisfactory provision of the SAM Vendor Management Services and achievement of the stated outcomes and deliverables for the SAM Vendor Management service.
SAM2	30/11/2020		
SAM3	31/12/2020		
SAM4	31/01/2021		Sprint plan for the next sprint reviewed and agreed with the DWP Head of TAM. Certification to be provided by DWP Head of TAM
SAM5	28/02/2021		
SAM6	31/03/2021		

HAM Vendor Management

Milestone Ref	Milestone Date	Milestone Deliverable(s)	Milestone Acceptance Criteria
HAM1	31/10/2020	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service. Sprint plan for the next sprint	Supplier sprint report is reviewed with the DWP Head of TAM following end of Milestone to confirm satisfactory provision of the HAM Vendor Management Services and achievement of the stated outcomes and deliverables for the HAM Vendor Management service. Sprint plan for the next sprint reviewed and agreed with the DWP Head of TAM. Certification to be provided by DWP Head of TAM
HAM2	30/11/2020		
HAM3	31/12/2020		
HAM4	31/01/2021		
HAM5	28/02/2021		
HAM6	31/03/2021		

Tooling Support

Milestone Ref	Milestone Date	Milestone Deliverable(s)	Milestone Acceptance Criteria
TSA1	31/10/2020	Supplier sprint report (in format agreed with DWP) that evidence achievement of the required outcomes and deliverables for the Tooling Support service. Sprint plan for the next sprint	Supplier sprint report is reviewed with the DWP Head of TAM following end of Milestone to confirm satisfactory provision of the Tooling Support Services and achievement of the stated outcomes and deliverables for the Tooling Support Service. Sprint plan for the next sprint reviewed and agreed with the DWP Head of TAM. Certification to be provided by DWP Head of TAM
TSA2	30/11/2020		
TSA3	31/12/2020		
TSA4	31/01/2021		
TSA5	28/02/2021		
TSA6	31/03/2021		

Programme Transition Assurance

Milestone Ref	Milestone Date	Milestone Deliverable(s)	Milestone Acceptance Criteria
PTA1	31/10/2020	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service. Sprint plan for the next sprint	Supplier sprint report is reviewed with the DWP Head of TAM following end of Milestone to confirm satisfactory provision of the Programme Transition Assurance service and achievement of the stated outcomes and deliverables for the Programme Transition Assurance service Sprint plan for the next sprint reviewed and agreed with the DWP Head of TAM. Certification to be provided by DWP Head of TAM
PTA2	30/11/2020		
PTA3	31/12/2020		
PTA4	31/01/2021		
PTA5	28/02/2021		
PTA6	31/03/2021		

2. Critical Path Delivery

The services will commence on 1 October 2020 and will conclude on 31 March 2021, except where terminated earlier by DWP.

Services will not be provided during the weeks commencing 21 and 28 December 2020 on account of the festive holiday period.

2.1. Charges Summary

As set out in Appendix 1 to Schedule 2.

2.1.1 Milestone Payment Schedule

As set out in Appendix 1 to Schedule 2.

2.2. Delay Remedies

The Value at Risk which will be paid to the Supplier as a final payment fee withheld (until all other agreed milestones have been successfully delivered), will be calculated based on the relevant Supplier margin %, which is defined in the Supplier support Financial/Cost Model and is as stated in the table below.

Delay remedies will be applied to **Key** Milestones as denoted against the milestones marked with (*) in the table of milestones payments. The application of such a remedy is detailed below and will be applied as a result of delays due to Supplier **cause**. For the avoidance of doubt, the stated delay remedies do not apply if the delays are due to DWP cause or DWP not meeting its obligations:

Table 2.2.1 Remedy Details

Remedy Area	Remedy Application
Value at Risk for the final withheld payment	REDACTED - FOI SECTION 43
Percentage of delay remedy to be applied to Key Milestones	Not applicable. There are no Milestones denoted as Key Milestones in this Statement of Work.
Financial Consequences for Milestone Delays (Remedies)	<p>Delays in milestones arise when any of the deliverables associated with that milestone are not accepted by DWP, (in respect of objective agreed acceptance criteria). Under such circumstance the milestone payment due will not be paid to the Supplier, the Supplier will also be required to rectify the failures at their own cost under this fixed price outcome based Agreement.</p> <p>For the avoidance of doubt, a milestone Payment is only due if ALL deliverables associated with that milestone are accepted and approved by DWP.</p>

3. Milestone Evaluation / Acceptance / Approvals process

Each deliverable associated to a milestone date and payment will be subject to formal certification for both delivery and acceptance.

Based on milestone deliverables and payments, at DWP's discretion, Supplier may be allowed to remedy any failures of any specific milestone deliverables by submitting a formal remediation plan. In this case, new acceptance date will be agreed.

If the number of remediation attempts (in relation to any one specific milestone) exceeds 2 attempts, the FULL milestone Payment would become only payable once the failure is remedied and will be again subject to the acceptance process.

If the number of remediation attempts exceeds 2 attempts for the final payment milestone, DWP will not make the milestone Payment until the associated deliverables are fully remediated by Supplier in line with the acceptance process.

Any milestone Payments due will be made following the DWP formal acceptance of all deliverables associated with the milestone Payment. Any milestone Payment will be subject to receipt of a valid invoice.

Supplier are to submit a draft invoice (for information purposes only) for the relevant milestone payment to DWP with the final milestone deliverable Supplier Certificate. When DWP are in agreement, the final invoice may be submitted to DWP. DWP will process the final invoice in line with the agreed process to be detailed in the contract documents making reasonable endeavours to process invoices to payment as quickly as possible from receipt of final invoice.

4. Team Structure

The likely team to be deployed by Supplier to deliver these outcomes based on our current understanding of the outcomes will range from:

REDACTED – FOI SECTION 43

Supplier resources shall at all times be managed and directed by Supplier and will hold BPSS clearance for the duration of the project. for Supplier resources requiring privileged access, SC clearance will be provided through an agreed process with the Buyer.

Indicative Team Profile

REDACTED - FOI SECTION 43

5. Governance

The engagement shall be governed as follows:

Timing	Governance	Description	Supplier Reporting	Key Members
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	Group			
Fortnightly	TAM Review	Fortnightly review and planning of Vendors in the scope of each monthly increment	Service report in format agreed with DWP	<ul style="list-style-type: none"> ▪ DWP Head of TAM ▪ DWP Commercial Lead ▪ Bedigital Delivery Lead
Monthly (To be aligned as far as possible to payment milestones)	TAM Supplier Review	Monthly review of achievement of milestones. services, deliverables, risks and issues and any required actions by the Supplier and Buyer.	Service report in format agreed with DWP	<ul style="list-style-type: none"> ▪ DWP Head of TAM ▪ Bedigital Delivery Lead ▪ DWP Commercial Lead ▪ Account Lead from Bedigital

6. DWP Obligations

In light of the current Covid-19 crisis, the Supplier recognises that there may be some delay and/or disruption to the delivery of DWP's responsibilities set out in this SoW. Where such delay and/or disruption occurs, the Supplier agrees to work with DWP in good faith to mitigate the impact of such delay and/or disruption upon this SoW.

In addition to sprint planning, the Supplier shall inform DWP promptly where milestones are at risk for reasons due to delay and/or disruption to the delivery of DWP's responsibilities

For the avoidance of doubt, relevant DWP Responsibilities for this SoW are limited to those documented in this section of the SoW.

#	DWP Responsibility	Date
AR1	Remote access to DWP's infrastructure and access to the relevant information and tools as reasonably required for the provision of the services	For duration of SoW

7. Declared Risks

Not applicable to this Statement of Work.

8. Commercial

Right to cancel

In addition to DWP's right to terminate for convenience under the G Cloud 11 contract and the right to vary set out below, it is acknowledged and agreed by Bedigital that DWP is entitled to cancel in writing any milestone(s) under this Statement of Work at any time, without prior notice and without incurring additional charges. In the event of any such cancellation Bedigital shall, where applicable, be able to invoice DWP for the pro-rata number of consultancy days properly completed in respect of such milestone(s) to the date of cancellation of such milestone(s) and the value of the Retention Payment Milestone shall be adjusted accordingly.

Working Example

Milestone SAM6 is cancelled by DWP. It is agreed that Bedigital have properly performed services representing 50% of the net milestone payment. Bedigital are able to invoice for REDACTED - FOI SECTION 43 (i.e. 50% of the net milestone payment) and the Retention Payment Milestone is reduced accordingly by REDACTED - FOI SECTION 43 to reflect that 50% of milestone SAM6 has been cancelled. This shall be agreed and documented via change control procedures.

Right to vary

In addition to DWP's right to terminate for convenience under the G Cloud 11 contract and the right to cancel as set out above, it is acknowledged and agreed by Bedigital that DWP is entitled to vary in writing any milestone(s) under this Statement of Work at any time, without prior notice and without incurring additional charges, subject to the effort required to implement such variation corresponding to the effort assumed for such milestone.

Where the effort required is more or less than the effort assumed for such milestone, any such variation shall be impact assessed by Bedigital (including any impact on the Retention Payment Milestone) and shall be agreed and documented via change control procedures prior to such variation being implemented.

Appendix 2 to Schedule 1 – Services - SoW 002 REDACTED – FOI SECTION 43 Consultancy Services

1. Delivery

1.1. Scope Definitions

DWP has identified a requirement for REDACTED - FOI SECTION 43 specialist consultancy services to support DWP's renewal of its REDACTED - FOI SECTION 43. Bedigital shall deliver the following REDACTED - FOI SECTION 43 specialist consultancy services:

Workstream 5	Service Outcomes	Service ID	Service description	Assumptions and Exclusions
REDACTED - FOI SECTION 43 Consultancy Services	REDACTED - FOI SECTION 43 specific expertise to undertake the following: <ul style="list-style-type: none"> DWP entitlement position and assets reviewed Areas for optimisation are identified with clear recommendations as to how DWP can achieve optimization, and the optimal expectations of an achievable, operable support agreement for DWP REDACTED - FOI SECTION 43. Clear recommendations are produced REDACTED – FOI SECTION 43 	REDACTED - FOI SECTION 43	Bedigital will provide support and guidance to the DWP in relation to the upcoming contract negotiation REDACTED - FOI SECTION 43, aimed at delivering the best possible value for the Department, REDACTED - FOI SECTION 43 The Statement of Work will be split into two milestones to deliver DWP's required Service Outcomes:	All data provided by DWP will be assumed to be accurate Primary data gathering of and/or assessment of DWP's active REDACTED – FOI SECTION 43 asset inventory is out of scope of this exercise which will be based exclusively on historical and current asset data provided by DWP.
		REDACTED - FOI SECTION 43	Review historical and current DWP REDACTED - FOI SECTION 43 asset inventory, contracts, i REDACTED - FOI SECTION 43 and produce a Powerpoint report detailing relevant findings from the review including identification and quantification of areas for optimisation REDACTED - FOI SECTION 43	
		REDACTED – FOI SECTION 43	Review subsequent REDACTED – FOI SECTION 43 and produce a Powerpoint report documenting clear recommendations to DWP to inform DWP's commercial approach and negotiation strategy REDACTED - FOI SECTION 43.	

Table 1.2.1 Milestone Delivery

REDACTED - FOI SECTION 43 Licence Optimisation Consultancy

Milestone	Description	Milestone Deliverable	Milestone Acceptance Criteria	Milestone Date
REDACTED - FOI SECTION 43	Review historical and current DWP REDACTED - FOI SECTION 43 asset inventory, contracts, initial REDACTED - FOI SECTION 43 proposal and negotiation and produce a report detailing relevant findings from the review including identification and quantification of areas for optimisation REDACTED - FOI SECTION 43.	Powerpoint report detailing relevant findings from the review. (In the interests of ensuring and supporting an agile negotiation between DWP REDACTED - FOI SECTION 43, these findings will be provided in the first instance by-email)..	Supplier deliverables reviewed and accepted by DWP Head of TAM and nominated DWP stakeholders. Certification to be provided by DWP Head of TAM	To be delivered to timetable that supports DWP's renewal REDACTED - FOI SECTION 43
REDACTED - FOI SECTION 43	Review subsequent REDACTED - FOI SECTION 43 proposal(s) and produce clear recommendations to DWP to inform DWP's commercial approach for the REDACTED - FOI SECTION 43	Powerpoint report documenting recommendations to DWP to inform DWP's commercial approach for REDACTED - FOI SECTION 43. (In the interests of ensuring and supporting an agile negotiation between DWP REDACTED - FOI SECTION 43, these recommendations will be provided in the first instance by-email).	Supplier deliverables reviewed and accepted by DWP Head of TAM and nominated DWP stakeholders. Certification to be provided by DWP Head of TAM	To be delivered to timetable that supports DWP's renewal REDACTED - FOI SECTION 43

2. Critical Path Delivery

The services shall commence as soon as possible following 1 October 2020 and shall be delivered to a timetable that supports DWP's renewal REDACTED - FOI SECTION 43. Based upon current plans, estimated milestone completion dates are as stated in table 1.2.1 and section 2.1.2.

2.1. Charges Summary

As set out in Appendix 2 of Schedule 2.

Table 2.1.2 Milestone Payment Schedule

As set out in Appendix 2 of Schedule 2.

2.2. Delay Remedies

The following delay remedies will be applied:

Table 2.2.1 Remedy Details

Remedy Area	Remedy Application
Financial Consequences for Milestone Delays (Remedies)	<p>Delays in milestones arise when any of the deliverables associated with that milestone are not accepted by DWP, (in respect of objective agreed acceptance criteria). Under such circumstance the milestone payment due will not be paid to the Supplier, the Supplier will also be required to rectify the failures at their own cost under this fixed price outcome based Agreement.</p> <p>For the avoidance of doubt, a milestone Payment is only due if ALL deliverables associated with that milestone are accepted and approved by DWP.</p>

3. Milestone Evaluation / Acceptance / Approvals process

Each deliverable associated to a milestone date and payment will be subject to formal certification for both delivery and acceptance.

Each deliverable will initially be presented to DWP stakeholders via a virtual meeting. A formal copy of each deliverable will be provided for subsequent review and acceptance. To ensure agility in the commercial discussions between DWP REDACTED – FOI SECTION 43 , changes requested will be provided by DWP in collated form and the Supplier shall re-issue such deliverable for review within three days of receipt of DWP comments.

Based on milestone deliverables and payments, at DWP's discretion, Supplier may be allowed to remedy any failures of any specific milestone deliverables which had not been corrected after the review referenced in the preceding paragraph by submitting a formal remediation plan. In this case, new acceptance date will be agreed.

If the number of remediation attempts (in relation to any one specific milestone) exceeds 2 attempts, the FULL milestone Payment would become only payable once the failure is remedied and will be again subject to the acceptance process.

If the number of remediation attempts exceeds 2 attempts for the final payment milestone, DWP will not make the milestone Payment until the associated deliverables are fully remediated by Supplier in line with the acceptance process.

Any milestone Payments due will be made following the DWP formal acceptance of all deliverables associated with the milestone Payment. Any milestone Payment will be subject to receipt of a valid invoice.

Supplier are to submit a draft invoice (for information purposes only) for the relevant milestone payment to DWP with the final milestone deliverable Supplier Certificate. When DWP are in agreement, the final invoice may be submitted to DWP. DWP will process the final invoice in line with the agreed process to be detailed in the contract documents making reasonable endeavours to process invoices to payment as quickly as possible from receipt of final invoice.

4. Team Structure

The likely team to be deployed by Supplier to deliver these outcomes based on Supplier’s current understanding of the required outcomes will range from:

REDACTED - FOI SECTION 43

Table 4 Indicative Team Profile

REDACTED - FOI SECTION 43

Supplier resources shall at all times be managed and directed by Supplier and will hold BPSS clearance for the duration of the project. for Supplier resources requiring privileged access, SC clearance will be provided through an agreed process with the Buyer.

5. Governance

The key contact for the Supplier resource delivering the services shall be the DWP Senior Asset Manager (or where unavailable, the DWP Head of TAM).

The Supplier shall ensure that the Supplier resource engages with DWP via the above key contact, including all requests for data, information and any other matters.

In addition, the following group shall govern this Statement of Work:

Timing	Governance Group	Description	Supplier Reporting	Key Members
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To be aligned as far as possible to payment milestones and governance fora for SoW001 TAM support	TAM Supplier Review	Review of achievement of milestones. services, deliverables, risks and issues and any required actions by the Supplier and Buyer.	Service report in format agreed with DWP	<ul style="list-style-type: none"> ▪ DWP Head of TAM ▪ Bedigital Delivery Lead ▪ DWP Commercial Lead ▪ Account Lead from Bedigital
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6. DWP Obligations

For the avoidance of doubt, relevant DWP Responsibilities throughout this Statement of Work are limited to those documented in this section of the SoW.

In light of the current Covid-19 crisis, the Supplier recognises that there may be some delay and/or disruption to the delivery of DWP's responsibilities set out in this SoW. Where such delay and/or disruption occurs, the Supplier agrees to work with DWP in good faith to mitigate the impact of such delay and/or disruption upon this SoW.

The Supplier shall inform DWP promptly where milestones are at risk for reasons due to delay and/or disruption to the delivery of DWP's responsibilities

#	DWP Responsibility	Date
AR1	Remote access to DWP's infrastructure and access to the relevant information and tools as reasonably required for the provision of the services	For duration of SoW

7. Declared Risks

Not applicable to this Statement of Work.

8. Commercial

Right to cancel

In addition to DWP's right to terminate for convenience under the G Cloud 11 contract and the right to vary set out below, it is acknowledged and agreed by Bedigital that DWP is entitled to cancel in writing any milestone(s) under this Statement of Work at any time, without prior notice and without incurring additional charges. In the event of any such cancellation Bedigital shall, where applicable, be able to invoice DWP for the pro-rata number of consultancy days properly completed in respect of such milestone(s) to the date of cancellation of such milestone(s).

Right to vary

In addition to DWP's right to terminate for convenience under the G Cloud 11 contract and the right to cancel as set out above, it is acknowledged and agreed by Bedigital that DWP is entitled to vary in writing any milestone(s) under this Statement of Work at any time, without prior notice and without incurring additional charges, subject to the effort required to implement such variation corresponding to the effort assumed for such milestone.

Where the effort required is more or less than the effort assumed for such milestone, any such variation shall be impact assessed by Bedigital and shall be agreed and documented via change control procedures prior to such variation being implemented.

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 shall be as set out in each individually governed Statement of Work.

The detailed Charges for the approved SoW 001 is set out in Appendix 1 to this Schedule 2. The detailed Charges for the approved SoW 002 is set out in Appendix 2 to this Schedule 2.

Appendix 1 to Schedule 2 – Charges - SoW 001 TAM Support Services

The total Charges for the SoW 001 TAM Support Services set out in Appendix 1 of Schedule 1 are REDACTED - FOI SECTION 43 exclusive of VAT and expenses.

In addition to the Charges, an allowance for travel, accommodation and subsistence to and from DWP locations (other than the base location set out below) of REDACTED - FOI SECTION 43 exclusive of VAT) has been provisioned by DWP only where pre-approved by DWP outside of the base location and in compliance with DWP's expenses policy. The base location for SoW001 is DWP Digital Manchester Hub, although it is anticipated that the Services will be delivered to the Buyer remotely and on-site at the Buyer's Digital Hubs in Manchester and Peel Park, Blackpool. Occasional travel to other Buyer Digital Hubs and locations may be required.

Expenses relating to working in other locations will be reimbursed at cost in accordance with the Buyer's expense policy and will be invoiced in arrears on or shortly after each of the milestone dates identified in the table below.

The table below identifies the expected milestone payment dates for the Charges (subject to the acceptance and approvals process set out in the SoW001):

Workstream	Milestone	Deliverable(s)	Milestone Completion Date	Value pre deduction of retention	Retention amount	Net Milestone Payment
SAM Vendor Management	SAM1	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the SAM Vendor Management service. Sprint plan for the next sprint	31/10/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	SAM2	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the SAM Vendor Management service. Sprint plan for the next sprint	30/11/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	SAM3	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the SAM Vendor Management service. Sprint plan for the next sprint	31/12/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	SAM4	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the SAM Vendor Management service. Sprint plan for the next sprint	31/01/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	SAM5	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the SAM Vendor Management service Sprint plan for the next sprint	28/02/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	SAM6	Supplier sprint report (in format agreed with DWP) that evidence achievement of the	31/03/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43

Workstream	Milestone	Deliverable(s)	Milestone Completion Date	Value pre deduction of retention	Retention amount	Net Milestone Payment
		stated outcomes and deliverables for the SAM Vendor Management service				
HAM Vendor Management	HAM1	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service Sprint plan for the next sprint	31/10/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	HAM2	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service Sprint plan for the next sprint	30/11/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	HAM3	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service Sprint plan for the next sprint	31/12/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	HAM4	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service Sprint plan for the next sprint	31/1/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	HAM5	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service Sprint plan for the next sprint	28/2/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	HAM6	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the HAM Vendor Management service	31/3/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
Tooling Support	TSA1	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Tooling Support service Sprint plan for the next sprint	31/10/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	TSA2	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Tooling Support service Sprint plan for the next sprint	30/11/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	TSA3	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Tooling Support service Sprint plan for the next sprint	31/12/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	TSA4	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Tooling Support service	31/1/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43

Workstream	Milestone	Deliverable(s)	Milestone Completion Date	Value pre deduction of retention	Retention amount	Net Milestone Payment
		Sprint plan for the next sprint				
	TSA5	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Tooling Support service Sprint plan for the next sprint	28/2/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	TSA6	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Tooling Support service	31/3/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
Programme Transition Assurance	PTA1	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service Sprint plan for the next sprint	31/10/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	PTA2	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service Sprint plan for the next sprint	30/11/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	PTA3	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service Sprint plan for the next sprint	31/12/2020	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	PTA4	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service Sprint plan for the next sprint	31/1/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	PTA5	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service Sprint plan for the next sprint	28/2/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
	PTA6	Supplier sprint report (in format agreed with DWP) that evidence achievement of the stated outcomes and deliverables for the Programme Transition Assurance service	31/3/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
Final Withheld Payment	N/A	All prior milestones accepted by DWP Knowledge transfer complete All artefacts handed over complete Offboarding complete	15/04/2021	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43

Appendix 2 to Schedule 2 – Charges - SoW 002 REDACTED - FOI SECTION 43 Consultancy Services

The total Charges for the SoW 002 REDACTED - FOI SECTION 43 Consultancy Services set out in Appendix 2 of Schedule 1 are REDACTED - FOI SECTION 43 exclusive of VAT and inclusive of expenses.

The table below identifies the expected milestone payment dates for the Charges (subject to the acceptance and approvals process set out in SoW002):

Milestone	Deliverable	Milestone Completion Date	Milestone Payment
REDACTED - FOI SECTION 43	Report detailing relevant findings from the review.	To be delivered to timetable that supports DWP's renewal REDACTED - FOI SECTION 43. REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
REDACTED - FOI SECTION 43	Report documenting recommendations to DWP to inform DWP's commercial approach for the REDACTED - FOI SECTION 43	To be delivered to timetable that supports DWP's renewal REDACTED - FOI SECTION 43	REDACTED - FOI SECTION 43
Total Charges (exclusive of VAT, inclusive of expenses)			REDACTED - FOI SECTION 43

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

Schedule 3 - Collaboration agreement

Not applicable to this Call-Off Contract

Schedule 4 - Alternative clauses

Not applicable to this Call-Off Contract

Schedule 5 - Guarantee

Not applicable to this Call-Off Contract

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	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any 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: REDACTED - FOI SECTION 40
The contact details of the Supplier's Data Protection Officer are: REDACTED - FOI SECTION 40
The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.2 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Staff for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>The Supplier is not engaged to Process Buyer Personal Data, however, the Supplier may (i) have the ability to access Buyer Personal Data by virtue of access to Buyer systems and/or (ii) receive Buyer Personal Data by virtue of correspondence between the Parties.</p> <p>In respect of (i), all such Buyer Personal Data will remain within the Buyer estate and the Buyer will remain responsible for all data handling controls. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access,</p>

	<p>this will be undertaken at the Buyer's direction.</p> <p>Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices.</p> <p>Any requirement to share data externally, such as with third-parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.</p> <p>In respect of (ii), the nature of the Processing by the Supplier shall be limited to the storage and retrieval of Buyer Personal Data as is necessary for the Supplier to contact and communicate with the Buyer in order to properly perform this Call Off Contract.</p> <p>Buyer Processing</p> <p>The nature of the Processing by the Buyer shall be for the recording, storage and retrieval of Supplier Staff business contact details and images. The purpose of such Processing by the Buyer is in order to receive the Services under this Call Off Contract and will include such Processing as is required in accordance with Buyer standard practice in order to permit access to Buyer data, information technology systems and premises.</p>
Type of Personal Data	Name, business e-mail address, business telephone number, and in respect of Supplier Staff image
Categories of Data Subject	<p>Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller</p> <p>Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Supplier is the Controller</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>	Erase or destroy appropriately

Annex 2 - Joint Controller Agreement

Not applicable to this Call-Off Contract