G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

# G-Cloud 14 Call-Off Contract

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# Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier’s prepopulated version unless it has been carefully checked against template drafting.

| **Platform service ID number** | 388295668707473 |
| --- | --- |
| **Call-Off Contract reference** | CCIT24A25 |
| **Call-Off Contract title** | Provision of Live Support & Maintenance service for FSET Recruitment Platform |
| **Call-Off Contract description** | The Fast Stream and Emerging Talent (FSET) team is running a procurement for the provision of technical development and live support services: maintaining, updating, enhancing and trouble-shooting issues that may occur during the operation of our bespoke recruitment platform. Those services are being offered as two lots under the Digital Outcomes 6 Framework.  Whilst those procurements are ongoing, a short term need to maintain continuity of support and maintenance has been identified – this will bridge the gap between the end of our existing contract and the conclusion of the Digital Outcomes 6 procurements. |
| **Start date** | 24/11/2024 |
| **Expiry date** | 24/05/2025 |
| **Call-Off Contract value** | £130,000.00 (excluding VAT)  £156,000.00 including VAT as per PPN 10/21 |
| **Charging method** | Monthly invoicing on a T&M basis |
| **Purchase order number** | REDACTED TEXT under FOIA section 43, Commercial Interests |

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

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

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

| **From the**  **Buyer** | REDACTED TEXT under FOIA Section 40, Personal Information.  3rd Floor, West Wing  Trinity Bridge House  Dearmans Place  Salford  M3 5BS |  |
| --- | --- | --- |
| **To the**  **Supplier** | REDACTED TEXT under FOIA Section 40, Personal Information.  The Spitfire Building  71 Collier Street  London  N1 9BE  United Kingdom  Company number: REDACTED TEXT under FOIA Section 40, Personal Information. |
| **Together the ‘Parties’** | | |

### Principal contact details

**For the Buyer:**

Title: REDACTED TEXT under FOIA Section 40, Personal Information.

Name: REDACTED TEXT under FOIA Section 40, Personal Information. Email: REDACTED TEXT under FOIA Section 40, Personal Information. Phone: REDACTED TEXT under FOIA Section 40, Personal Information.

**For the Supplier:**

Title: REDACTED TEXT under FOIA Section 40, Personal Information.

Name: REDACTED TEXT under FOIA Section 40, Personal Information.

Email: REDACTED TEXT under FOIA Section 40, Personal Information. Phone: REDACTED TEXT under FOIA Section 40, Personal Information.

### Call-Off Contract term

| **Start date** | This Call-Off Contract Starts on 24/11/2024 and is valid for 6 months. |
| --- | --- |
| **Ending**  **(termination)** | The notice period for the Supplier needed for Ending the Call-Off Contract is at least **[90]** Working Days from the date of written notice for undisputed sums (as per clause 18.6).  The notice period for the Buyer is a minimum and maximum of **[30]** days from the date of written notice for Ending without cause (as per clause 18.1). |
| **Extension period** | This Call-Off Contract is not subject to any extension options. |

### 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** | The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:  **6.2 Hosting, Infrastructure and Integration Points**  6.2.1The Supplier will be required to take full ownership of the day to day running of the ‘apply-civil-service-faststream’ digital service’s FSET Recruitment Platform and will be responsible for ensuring the service is up and running in line with FSET campaign requirements.  6.2.2 The Supplier will be responsible for managing the relationship with the MDTP technical service management teams – acting as the first point of contact for all regular technical engagement. FSET business representatives will be available and are to be made aware of any issues - an escalation and resolution process will be agreed with the Supplier.  6.2.3 The Supplier shall ensure that all platform related hosting, infrastructure and security arrangements are adhered to, ensuring the FSET services comply with all MDTP and CO requirements – for example managing impact on services as a consequence of various platform/library upgrades, patches and upgrades to the FSET services; organising security certificate renewals.  6.2.4 The Supplier shall be responsible for managing the relationship with the technical representatives of the  Authority’s (third party and internal GPG) Online Test and Assessments Platform – acting as the first point of contact for all regular technical engagement. FSET business representatives will be available and are to be |

|  | made aware of any issues - an escalation and resolution process will be agreed with the Supplier. Should an alternate product be introduced, the Supplier will assume the equivalent responsibilities.    **6.3 Live Support**  6.3.1 The Supplier shall provide live technical support to the Authority, working with our service provision partner’s candidate-facing teams (Fast Stream and Internships) to provide triaged technical support and defect resolution. This will involve investigation of technical issues, and bug fixing for individual candidate issues and issues that may be of service-wide significance.  6.3.2 The Supplier shall be responsible for working with the MDTP teams and our third-party assessment test suppliers to communicate and resolve issues that lie outside the core code base of the FSET services – e.g. if  the test provider’s platform is unavailable – communicating this and establishing when it will be restored – assessing potential impacts on candidates who may have been affected and escalating as necessary to the Authority representatives.  6.3.3 Some out of hours monitoring of the services is required – MDTP and our incumbent Supplier use pingdom alerts to expose issues. Automated shuttering is supported and required by MDTP and the Supplier will be required to manage such arrangements, to ensure the |
| --- | --- |

|  | health of the service and to communicate unplanned outage to candidates in a manner agreed with the Authority. **6.4 On-going and Annual Activities**  6.4.1 The Supplier will be responsible for technical activities required to ready the services for future campaigns. Activities will include minor content (e.g. date or textual changes on candidate facing content) and configuration changes (e.g. updating campaign open and close dates). It is anticipated that the development work required to support these changes will be minimal.  6.4.2 The Supplier will be responsible for full end to end testing of the services prior to campaign start dates, ensuring changes required are in place and performance and security is maintained – for example scheduling and supporting independent penetration tests and/or accessibility audits with our third-party suppliers, resolving issues that may emerge.  6.4.3 The Supplier will work with FSET to ensure that the Authority is satisfied that the services are robust and ready for public exposure prior to campaign start dates – light  6.4.4 The Supplier shall comply with Government Digital Service (GDS) standards for digital service development and specifically delivery as set out in the Government Service Design Manual, https://www.gov.uk/servicemanual.  This will include working with FSET to ensure WCAG 2.1 AA accessibility accreditation, via an independent accessibility audit. |
| --- | --- |
| **Additional Services** | N/A |
| **Location** | REDACTED TEXT under FOIA section 43, Commercial Interests. |

| **Quality Standards** | The quality standards required for this Call-Off Contract are to be assessed via monthly and quarterly reviews with the supplier, who will maintain a log of any process issues that occur to ensure the process is continuously improved |
| --- | --- |
| **Technical Standards:** | The technical standards used as a requirement for this CallOff Contract are for the supplier to hold a ISO/IEC 27001 (Information Security Management Standard). |
| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are referenced in schedule 1 services, Section 15 Service Levels and Performance. |
| **Onboarding** | The onboarding plan for this Call-Off Contract is N/A; the service is already operational. |
| **Offboarding** | The offboarding plan for this Call-Off Contract is to be agreed between Buyer and Supplier within 30 days of this Call-Off  Contract commencing. | |
| **Collaboration agreement** | N/A | |

| **Limit on Parties’ liability** | Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed **125%** of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.  The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed **125%** of the Charges payable by the Buyer to the Supplier during the Call- Off Contract Term.  The annual total liability of the Supplier for all other Defaults will not exceed the greater of **125%** of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. |
| --- | --- |
| **Buyer’s responsibilities** | Delivery of the service by the Supplier is dependent on the Buyer responsibilities listed below. Should Buyer not provide the  dependencies in a timely and accurate manner, Buyer acknowledges and agrees that there may be delays to the provision of the Services.   * Facilitation of continued provision of and access to the MDTP platform for Supplier staff. * Commissioning external assurance activities - including but not limited to: Accessibility audits and Penetration tests. * Provide access to a member of the Buyer Personnel who shall be responsible for discussions, clarifications, and decision making on behalf of the Buyer:   o Promptly respond to and manage helpdesk queries assigned to them, ensuring efficient resolution and communication with relevant stakeholders. o Ensure that new requirements are added to the backlog. |
|  | o Take part in prioritising requirements and facilitating effective decision making. |
|  | * Facilitate access to contacts within the Buyer organisation when reasonably required by the Supplier for activities or engagements related to the performance of the Services. * Provide assistance/sponsorship to support Security Clearance applications. |
| **Buyer’s equipment** | N/A |

### Supplier’s information

| **Subcontractors or partners** | N/A |
| --- | --- |

### Call-Off Contract charges and payment

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

| **Payment method** | The payment method for this Call-Off Contract is **BACS.** |
| --- | --- |
| **Payment profile** | The payment profile for this Call-Off Contract is **monthly** in arrears. |
| **Invoice details** | The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |
| **Who and where to send invoices to** | Invoices will be sent to: REDACTED TEXT under FOIA Section 40, Personal Information. |
| **Invoice information required** | All invoices must include a valid Purchase Order number, which shall be shared by the Buyer to the Supplier within a reasonable time for Supplier to be able to invoice the Buyer in monthly intervals as agreed, and a detailed and complete breakdown of costs incurred. |

| **Invoice frequency** | | Invoice will be sent to the Buyer **Monthly.** |
| --- | --- | --- |
| **Call-Off Contract value** | The total value of this Call-Off Contract is £130,000.00 (ex. VAT) | |

| **Call-Off Contract charges** | REDACTED TEXT under FOIA section 43, Commercial Interests. |
| --- | --- |

### Additional Buyer terms

| **Performance of the**  **Service** | The Implementation Plan, exit and offboarding plans and milestones for this Call-Off Contract are referenced in schedule 1 services, Section 7 Key Milestones and Deliverables. |
| --- | --- |
| **Guarantee** | N/A |
| **Warranties, representations** | N/A |
| **Supplemental requirements in addition to the Call-Off terms** | All requirements are deemed included within this Call-Off Contract. |
| **Alternative clauses** | N/A |
| **Buyer specific amendments to/refinements of the Call-Off Contract terms** | N/A |
| **Personal Data and Data**  **Subjects** | Annex 1 |
| **Intellectual Property** | Any Project Specific IPR created under this Call-Off Contract shall be subject to Clause 11 of Part B: Terms and Conditions. |
| **Social Value** | N/A |
| **Performance**  **Indicators** | Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer. |

#### 1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off

Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

#### 2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

| **Signed** | Supplier | Buyer |
| --- | --- | --- |
| **Name** | REDACTED TEXT under FOIA Section 40, Personal Information. | REDACTED TEXT under FOIA Section 40, Personal Information. |
| **Title** | REDACTED TEXT under FOIA Section 40, Personal Information. | REDACTED TEXT under FOIA Section 40, Personal Information. |
| **Signature** | REDACTED TEXT under FOIA Section 40, Personal Information. | REDACTED TEXT under FOIA Section 40, Personal Information. |
| **Date** | 28 November 2024 | 02 December 2024 |

2.2 The Buyer provided an Order Form for Services to the Supplier.

### Buyer Benefits

For each Call-Off Contract please complete a buyer benefits record, by following this link:

[G-Cloud](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u) [14](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u) [Buyer](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u) [Benefit](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u) [Record](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u)

# Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 36 months.

### 2. Incorporation of terms

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

* 2.3 (Warranties and representations)
* 4.1 to 4.6 (Liability)
* 4.10 to 4.11 (IR35)
* 5.4 to 5.6 (Change of control)
* 5.7 (Fraud)
* 5.8 (Notice of fraud)
* 7 (Transparency and Audit)
* 8.3 to 8.6 (Order of precedence)
* 11 (Relationship)
* 14 (Entire agreement)
* 15 (Law and jurisdiction)
* 16 (Legislative change)
* 17 (Bribery and corruption)
* 18 (Freedom of Information Act)
* 19 (Promoting tax compliance)
* 20 (Official Secrets Act)
* 21 (Transfer and subcontracting)
* 23 (Complaints handling and resolution)
* 24 (Conflicts of interest and ethical walls)
* 25 (Publicity and branding)
* 26 (Equality and diversity)
* 28 (Data protection)
* 30 (Insurance)
* 31 (Severability)
* 32 and 33 (Managing disputes and Mediation)
* 34 (Confidentiality)
* 35 (Waiver and cumulative remedies)
* 36 (Corporate Social Responsibility)
* paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

* + 1. a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’
    2. a reference to ‘CCS’ or to ‘CCS and/or the Buyer’ will be a reference to ‘the Buyer’
    3. a reference to the ‘Parties’ and a ‘Party’ will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
  1. The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this CallOff Contract.
  2. The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.
  3. When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

Services to the reasonable satisfaction of the Buyer

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

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

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier’s engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14 digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

### 5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their own due diligence

### 6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.

6.2 The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

### 7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier’s delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the GCloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the

Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts

(Interest) Act 1998.

7.11 If there’s an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any nonpayment. 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 CallOff Contract Charges.

### 9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an ‘indemnity to principals’ clause for the Buyer’s benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

### 10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

### 11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither

Party shall acquire any right, title or interest in or to the Intellectual Property Rights (“IPR”s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer’s or its relevant licensor’s Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the

Supplier on substantially the same terms as set out in Framework Agreement clause 34

(Confidentiality); and

11.3.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer’s written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier’s or its relevant licensor’s IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim: (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;

1. alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party;
2. arising from the Supplier’s use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgement against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer’s obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier’s breach of this Contract.

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

* + 1. rights granted to the Buyer under this Call-Off Contract
    2. Supplier’s performance of the Services
    3. use by the Buyer of the Services

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

* + 1. modify the relevant part of the Services without reducing its functionality or performance
    2. substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
    3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 Clause 11.6 will not apply if the IPR Claim is from:

* + 1. the use of data supplied by the Buyer which the Supplier isn’t required to verify under this Call-Off Contract
    2. other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

### 12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer’s written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

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

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection

Legislation and following the Buyer’s instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework: <https://www.gov.uk/government/publications/security-policy-framework> [a](https://www.gov.uk/government/publications/security-policy-framework)nd the Government Security - Classification policy:

https:/www.gov.uk/government/publications/government-security-classifications

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk

Management[:](https://www.cpni.gov.uk/content/adopt-risk-management-approach) [https://www.npsa.gov.uk/content/adopt-risk-management-approach](https://www.cpni.gov.uk/content/adopt-risk-management-approach) [a](https://www.cpni.gov.uk/content/adopt-risk-management-approach)nd Protection of Sensitive Information and Assets: [https://www.npsa.gov.uk/sensitiveinformation-assets](https://www.npsa.gov.uk/sensitive-information-assets)

13.6.3 the National Cyber Security Centre’s (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: [https://www.gov.uk/government/publications/technologycode-ofpractice/technology -code-of-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer’s Data.

### 14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

[https://www.gov.uk/government/publications/technologycode-of-practice/technology -codeof-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN’s security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

### 15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

### 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and

Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer’s security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier’s expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer’s expense if the Malicious Software originates from the Buyer software or the

Service Data, while the Service Data was under the Buyer’s control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government’s

‘10 Steps to Cyber Security’ guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

### 17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

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

### 18. Ending the Call-Off Contract

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

18.2The Parties agree that the:

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

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier’s avoidable costs or Losses

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

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

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

18.4.2 any fraud

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

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so 18.5.2 an Insolvency Event of the other Party happens

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

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

18.7 A Party who isn’t relying on a Force Majeure event will have the right to End this CallOff 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 CallOff Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the

Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

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

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

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

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

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

* 7 (Payment, VAT and Call-Off Contract charges)
* 8 (Recovery of sums due and right of set-off)
* 9 (Insurance)
* 10 (Confidentiality)
* 11 (Intellectual property rights)
* 12 (Protection of information)
* 13 (Buyer data)
* 19 (Consequences of suspension, ending and expiry)
* 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

* + 1. return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
    2. return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
    3. stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
    4. destroy all copies of the Buyer Data when they receive the Buyer’s written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
    5. work with the Buyer on any ongoing work
    6. return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
  1. 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.
  2. All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

### 20. Notices

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

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

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

### 21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier’s methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer’s own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer’s right to take the Term beyond 36 months is subject to the Buyer’s own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier’s additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier’s Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier 21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

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

### 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

### 23. Force majeure

23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

### 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's

Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twentyfive per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer’s liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier’s liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

### 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

### 26. Equipment

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

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

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

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

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

### 28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

### 29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off

Contract on the Start date then it must comply with its obligations under the Employment

Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to end it, and within 28 days of the Buyer’s request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

1. 2.11outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.

* 1. 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.
  2. 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.
  3. The Supplier will cooperate 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.
  4. The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
     1. its failure to

comply with the provisions of this clause

* + 1. 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

* 1. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
  2. For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 30. Additional G-Cloud services

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

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

### 31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

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

31.2.1 work proactively and in good faith with each of the Buyer’s contractors

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

### 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in Schedule 9 if it isn’t a material change to the Framework Agreement or this CallOff 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 using the template in Schedule 9. 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, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

# Schedule 1: Services

## 1. PURPOSE

1.1 The Fast Stream and Emerging Talent (FSET) team is running a procurement for the provision of technical development and live support services: maintaining, updating, enhancing and trouble-shooting issues that may occur during the operation of our bespoke recruitment platform. Those services are being offered as two lots under the Digital Outcomes 6 Framework.

1.2 Whilst those procurements are ongoing, a short term need to maintain continuity of support and maintenance has been identified – this will bridge the gap between the end of our existing contract and the conclusion of the Digital Outcomes 6 procurements. This document sets out the FSET team’s requirements for this period.

1.3 The FSET team may be referred to as “the Authority” throughout this document.

## 2. BACKGROUND TO THE BUYER

2.1 The FSET team is part of Government People Group (GPG) which sits within the Cabinet Office (CO). The FSET team contributes to one of the main CO purposes, namely “to ensure the delivery of the finest public services by attracting and developing the best public servants and improving the efficiency of Government”.

2.2 FSET provides an attraction, recruitment and talent management pipeline that ultimately aims to supply a significant proportion of the Civil Service leaders of the future. To achieve this, the Authority offers two closely related recruitment streams that sit alongside ‘bulk’ and specialist recruitment conducted by other parts of the wider GPG organisation.

2.3 Fast Stream (FS) is the award winning and high-profile graduate recruitment pipeline that offers up to four years of accelerated development for high potential graduates and in-service recruits.

2.4 The Summer Internship Programme (SIP) is an internship offered for second/final year undergraduate students.

2.5 FSET also provides strategic oversight on the Civil Service’s approach to Schools Outreach and Apprenticeships.

2.6 More detailed information on all these schemes can be found at:

[www.faststream.gov.uk](http://www.faststream.gov.uk/)

## 3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

3.1 In line with the government’s digital strategy, FSET has been working to make our recruitment activities ‘digital by default’. In autumn 2015 the Authority appointed a supplier who conducted a successful agile development programme, providing both development capability and live support activities as part of their public beta development. The Authority re-appointed the supplier after Digital Outcomes 6 procurements in February 2018 and May 2020.

3.2 The Authority is now coming towards the end of this contractual engagement with their incumbent supplier and have returned to the market to seek a supplier or suppliers to provide them with on-going development, technical and live support for our services over the next two to four years.

3.3 That procurement consists of two lots - Lot 1 (Live Support and Maintenance) and Lot 2 (Development). Potential suppliers were invited to bid under Digital Outcomes 6 for either Lot 1 or Lot 2 or both depending on their interest and capability.

3.4 **Whilst that procurement is progressed, an urgent need to maintain continuity of support and maintenance services, and to facilitate a potential handover to a new supplier has been identified. This procurement under G Cloud 14 terms is intended to meet that need, whilst the DO6 procurements continue in parallel.**

3.5 The Authority supported by our current incumbent supplier successfully delivered our recruitment service into public beta:

[www.apply-civil-service-fast-stream.service.gov.uk/fset-fast-stream](http://www.apply-civil-service-fast-stream.service.gov.uk/fset-fast-stream)

3.6 This service is operated through our FSET Recruitment Platform - a bespoke product that provides the functions of a traditional Applicant Tracking System (ATS), together with event scheduling, integrated online assessments, notifications and performance feedback.

3.7 The service is accessed during specific annual ‘campaign windows’ that are open for candidate applications for several weeks in the autumn for both FS and SIP. Campaigns run typically from October and will be completed by April the following year.

3.8 The service collects candidate application data, including (some sensitive) personal information and scheme preferences. Candidates who submit their applications are then taken through a series of online tests, an assessment centre (currently virtual) and final selection boards which narrow down the 50,000 annual applications to around 1500 successful appointments (across both FS and SIP pipelines) annually.

3.9 The service has three separate access routes – an open candidate facing application which anyone can access and apply to the Authority’s schemes during campaign windows; a similar open application that the Authority’s assessors utilise remotely for entering evaluation scores and feedback to tests, which is invite only; and a restricted-access admin interface only accessible from allow-listed IP addresses – used by FSET staff and the Authority’s service provision partner.

3.10 The service that the Authority has built is hosted on the HMRC Multi-channel Digital Tax platform (MDTP) – this is a fully-fledged platform as a service offering. There is multi-active data storage across two data centres and the architecture is based on common and bespoke micro-services; full operational management support is offered by the MDTP team and the Authority’s incumbent supplier. The Authority’s code is Scala-based and they utilise Mongo db for data storage; Jenkins, Jira, Confluence and github are used to facilitate all development and deployment activities.

3.11 It is expected that the Successful Supplier will provide continuity of service, providing technical delivery of our annual campaign initiation activities: configuring the service, applying patches, minor enhancements and full end to end testing before the next campaign goes live in October 2024.

3.12 It is also required that the Successful Supplier will conduct a review of all system documentation held in our Confluence spaces to ensure it is an up to date reflection of our architecture, technology stack, dependencies, deployment and delivery pipelines.

3.13 Once our Digital Outcomes 6 procurement concludes, it is also required that the Supplier will provide technical support in handing over responsibility for future support and maintenance activities to the successful parties of that procurement.



The scope of this procurement extends to the following provisions:

5.1.1 On-going live support (3rd line and some 2nd line are envisaged);

5.1.2 Quality assurance and performance testing;

5.1.3 Security testing;

5.1.4 Accessibility testing;

5.1.5 Campaign setup activities;

5.1.6 Maintenance activities - security patches, code updates;

5.1.7 Management of users;

5.1.8 Deployment activities;

5.1.9 Management of third-party technical engagement;

5.1.10 Configuration and content updates.

5.1.11 Once our Digital Outcomes 6 procurements conclude, work with the incoming Supplier(s), providing technical support and hand over of responsibilities.

5.2 The scope of this procurement does not extend to the following provision(s):

**0.** 5.2.1 1st line support, as the Authority’s in-house operations service team shall provide this.

## 6. THE REQUIREMENT

The Authority requires Potential Suppliers to provide the following requirements:

### **6.2 HOSTING, INFRASTRUCTURE AND INTEGRATION POINTS**

6.2.1 The Successful Supplier will be required to take full ownership of the day to day running of the ‘apply-civil-service-fast-stream’ digital service’s FSET Recruitment Platform and will be responsible for ensuring the service is up and running in line with FSET campaign requirements.

6.2.2 The Successful Supplier will be responsible for managing the relationship with the MDTP technical service management teams – acting as the first point of contact for all regular technical engagement. FSET business representatives will be available and are to be made aware of any issues - an escalation and resolution process will be agreed with the Successful Supplier.

6.2.3 The Successful Supplier shall ensure that all platform related hosting, infrastructure and security arrangements are adhered to, ensuring the FSET services comply with all MDTP and CO requirements – for example managing impact on services as a consequence of various platform/library upgrades, patches and upgrades to the FSET services; organising security certificate renewals.

6.2.4 The Successful Supplier shall be responsible for managing the relationship with the technical representatives of the Authority’s (third party and internal GPG) Online Test and Assessments Platform – acting as the first point of contact for all regular technical engagement. FSET business representatives will be available and are to be made aware of any issues - an escalation and resolution process will be agreed with the Successful Supplier. Should an alternate product be introduced, the Successful Supplier will assume the equivalent responsibilities.

### **6.3 LIVE SUPPORT**

6.3.1 The Successful Supplier shall provide live technical support to the Authority, working with our service provision partner’s candidate-facing teams (Fast Stream and Internships) to provide triaged technical support and defect resolution. This will involve investigation of technical issues, and bug fixing for individual candidate issues and issues that may be of service-wide significance.

6.3.2 The Successful Supplier shall be responsible for working with the MDTP teams and our third party assessment test suppliers to communicate and resolve issues that lie outside the core code base of the FSET services – e.g. if the test provider’s platform is unavailable – communicating this and establishing when it will be restored – assessing potential impacts on candidates who may have been affected and escalating as necessary to the Authority representatives.

6.3.3 Some out of hours monitoring of the services is required – MDTP and our incumbent Supplier use pingdom alerts to expose issues. Automated shuttering is supported and required by MDTP and the Successful Supplier will be required to manage such arrangements, to ensure the health of the service and to communicate unplanned outage to candidates in a manner agreed with the Authority.

### **6.4 ONGOING AND ANNUAL ACTIVITIES**

6.4.1 The Successful Supplier will be responsible for technical activities required to ready the services for future campaigns. Activities will include minor content (e.g. date or textual changes on candidate facing content) and configuration changes (e.g. updating campaign open and close dates). It is anticipated that the development work required to support these changes will be minimal.

6.4.2 The Successful Supplier will be responsible for full end to end testing of the services prior to campaign start dates, ensuring changes required are in place and performance and security is maintained – for example scheduling and supporting independent penetration tests and/or accessibility audits with our third party suppliers, resolving issues that may emerge.

6.4.3 The Successful Supplier will work with FSET to ensure that the Authority is satisfied that the services are robust and ready for public exposure prior to campaign start dates – light touch business readiness and user acceptance type activities are envisaged. Example candidate user journeys will be used to ensure the services operate as expected.

6.4.4 The Successful Supplier shall comply with Government Digital Service (GDS) standards for digital service development and specifically delivery as set out in the Government Service Design Manual, https://www.gov.uk/service-manual. This will include working with FSET to ensure WCAG 2.1 AA accessibility accreditation, via an independent accessibility audit.

## 7. KEY MILESTONES AND DELIVERABLES

**1.** The following Contract milestones/deliverables shall apply:

| **Milestone/Deliverable** | **Description** | **Timeframe** |
| --- | --- | --- |
| 1 | **Hold an inception meeting with FSET to discuss and agree ways of working.** | **Within one (1) week of Contract Award** |



| **6** | **Provision of assurance to FSET that the platform is stable and ready ahead of FS2025 campaign.** | **By end of November**  **2024** |
| --- | --- | --- |

## 8. MANAGEMENT INFORMATION/REPORTING

8.1 The Successful Supplier shall be expected to use the existing tracking and management tools used by FSET and the incumbent Supplier namely an instance of JIRA and Confluence managed on our behalf by HMRC, MDTP platforms operations team.

8.2 Work with FSET to agree prioritisation, monitoring and escalation processes and supporting MI reports to manage all live support issues and any other on-going work (e.g. planned patches and updates).

8.3 The Successful Supplier shall provide a forward look plan highlighting known areas of work and resources that will be committed to ensure timely delivery.

## 9. VOLUMES

9.1 Each year it is necessary to do a complete end to end test of the system ahead of go live – typically this has taken two full time Supplier staff three weeks to undertake, with support from the FSET Product Manager and Business Analyst. These tests involve creating example candidates in our QA environment and taking them through the various different user journeys to ensure all progress states operate correctly, evaluations run as expected, and automated emails and candidate dashboard updates perform as intended. Once this has been proven in QA with any issues resolved – an identical test is required to be performed in our Production environment (behind allowlisted IP) before the campaign opens. A further week equivalence has also been required to support both independent penetration tests and accessibility audits of the service.

9.2 Ahead of campaign opening – annualised configuration tasks need to be carried out – tested in QA prior to testing in Production – typically this has taken a further two weeks for two full time Supplier staff, with support from the FSET Product Manager and Business Analyst.

9.2 Throughout the year – adhoc patches and compliance tasks (e.g. renew Akami certificates) need to be performed to ensure the security of the platform, and our ability to host this on the HMRC MDTP. This work has equated to around six weeks of full time effort from two Supplier staff, with support from the FSET Product Manager and Business Analyst.

9.3 During the live campaign, typically October to the end of April, issues arising from third party test platform outages and other incidents have equated to the equivalent of two part time (60%) Supplier staff, with support from the FSET Product Manager and Business Analyst. It is anticipated that with a now stable code base and no current plans to incur significant development changes for the next year at least, that the volume of live incidents may be significantly less.

9.4 On campaign closure – the platform is routinely cleared of all data pertaining to that campaign – ensuring that business leads have the necessary MI and analysis extracts in advance of this, and closing down the service would equate in our experience to a further two weeks equivalent full time effort for two Supplier staff, with support from the FSET Product Manager and Business Analyst.

9.5 These estimations reflect approximate total times for individual tasks that may in reality be spread over longer periods of time and in some cases run concurrently. In total approximately 28-34 weeks support by two full time equivalent Supplier staff (typically a Scala developer and a quality assurance analyst) has been required to enable each annual campaign to operate smoothly.

## 10. CONTINUOUS IMPROVEMENT

10.1 The supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

10.2 Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

## 11. SUSTAINABILITY

11.1 The supplier acknowledges that the Authority must at all times be seen to be actively promoting Sustainable Development through its environmental, social and economic responsibilities.

11.2 The Authority suggests that suppliers provide departments with soft copies of all paperwork, including any supporting statements. If agreed, it would then be the responsibility of the department and selection panel to print their own paperwork.

## 12. QUALITY

12.1 The supplier must adhere to and meet the eligibility requirements for the CCS commercial framework.

12.2 The Quality of the Supplier shall be measured in line with the KPIs and the SLAs as stated within Section 15.

12.3 The Supplier shall be required to assess and evaluate the quality of their performance ahead of monthly and quarterly reviews, and maintain a log of any process issues that occur to ensure the process is continuously improved.

## 13. PRICE

13.1 Prices are to be submitted via the e-Sourcing Suite Attachment 4 – Price Schedule, excluding VAT and including all other expenses relating to Contract delivery.

## 14. STAFF AND BUYER SERVICE

14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract to consistently deliver a quality service.

14.2 The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

14.3 The Supplier shall ensure that staff understand the Authority’s vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

14.4 The Supplier shall be expected to work in close collaboration with the Authority, forming “one team” and shall follow an agile approach for incident management, adopting new features and annual maintenance activities.

## 15. PERFORMANCE

### **SERVICE LEVELS AND**

The Authority will measure the quality of the Supplier’s delivery by:

| **KPI/SLA** | **Service Area** | **KPI/SLA description** | **Target** |
| --- | --- | --- | --- |
| 1 | Quality | Maintenance and incident resolution shall be  performed to a high standard that does not require unnecessary revisiting of the code base: the Buyer will be monitoring code quality  via a ‘fix first time’ approach and expect  assurance that new issues are not introduced due to code changes JIRA ticketing and agreed processes are followed to enable QA testing, demonstration and deployment that meet the agreed definition of  ‘done’; | 99% |

|  | 2 | **Delivery**  Timescales | **The service shall be maintained**  **and delivered into**  **live ahead of campaign start dates each year. Once delivered the service shall be expected to be available to all users 24 x 7, barring any agreed**  **down time due to third party** | %  99.9 |
| --- | --- | --- | --- | --- |
|  | |  | **dependencies;** |  |
| 3 | | Quality | **The Supplier shall be**  **required to**  **assess and evaluate the quality**  **of their performance ahead of**  **monthly and quarterly reviews, and maintain a log of any process issues that occur to ensure the process is continuously improved: the Buyer would anticipate suppliers demonstrating their commitment to following industry best practice and relevant certification is up to date;** | %  100 |
| 4 | | **Contract**  Management | **The Supplier shall be required to organise and chair regular but at**  **least quarterly catchups with the Authority to review past recruitment and plan for the** future; | %  100 |
| 5 | | **GDPR**  Compliance | **The Supplier shall inform the Authority of any data subject requests that are received under** | %  100 |
|  | |  | **GDPR within 72 hours.**  **The**  **Authority shall make the**  **final**  **decision on any data**  **subject** requests; |  |
| 6 | | **Key**  **Milestones and**  **Deliverables** | **Achievement of all Key**  **Milestones and Deliverables within the timeline outlined in Section**  **7;** | %  100 |

15.2 In the event of poor performance, defined as the failure to deliver the KPIs stated at 15.1 to time and of appropriate quality, the Authority shall meet with the Supplier to understand the root causes of the issue.

15.3 In the event of failure to deliver the SLAs stated at 15.1 to time and of appropriate quality, once in any three Month or more than three times in a row in any rolling twelve-month period, the Authority shall meet with the Supplier to formulate a Performance Improvement Plan to rectify these issues and meet the requirements stated.

### **16. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

16.1 All Supplier staff shall be expected to hold SC clearance and operate from within the United Kingdom (UK).

16.2 It is important that the supplier employs the appropriate organisational, operational and technological processes and procedures to keep GPG data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 (Information Security Management Standard).

16.3 The Supplier shall ensure that any and all subcontractors they use are compliant with these security requirements.

16.4 The Supplier will use technologies and tooling that are consistent with CO and National Cyber Security Centre (NCSC) best practices and ensure that all technologies hold data in the UK. The Supplier will need the approval of Cabinet Office before offshoring any Cabinet Office data.

16.5 The Supplier shall implement appropriate technical and organisational measures in an effective way in order to meet the requirements of:

16.6 The Data Protection Act (2018) and the General Data Protection Regulation (GDPR).

16.7 The Freedom of Information Act (2000).

16.8 The Privacy and Electronic Communications Regulations (2004).

16.9 The Re-Use of Public Sector Information Regulations (2015)

16.10 The Supplier will provide contact details for a Data Protection Officer who is a full-time member of staff reporting directly to senior management who will act as a main point of contact for any data-related queries.

### **17. PAYMENT AND INVOICING**

17.1 The Supplier will issue electronic invoices monthly in arrears. The Authority will pay the Supplier within 30 days of receipt of a valid invoice.

17.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

17.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

17.4 Invoices should be submitted to a chosen contact at the Contracting Authority, which shall be confirmed upon Contract award.

17.5 Payment is by electronic invoicing quoting purchase order references of the service, issued to Cabinet Office (CO) one month in arrears.

17.6 If the Supplier cannot quote a purchase order number on the invoice then payment for the goods or services could be delayed.

### **18. CONTRACT MANAGEMENT**

18.1 The Supplier will be required to assess and evaluate the quality of their performance ahead of monthly and quarterly reviews, and maintain a log of any process issues that occur to ensure the process is continuously improved. This will be discussed at monthly performance reviews.

18.2 The Supplier will be required to produce a tailored risk management plan and manage appropriately all associated Contract risks in alignment to the plan throughout the Contract duration.

18.3 Attendance at Contract Review meetings shall be at the Supplier’s own expense (these may be held virtually).

### **19. LOCATION**

19.1 FSET is primarily based in London - management of the Services will mostly be carried out in REDACTED TEXT under FOIA Section 40, Personal Information. Suppliers are however expected to work remotely from their own premises.

# Schedule 2: Call-Off Contract charges

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

The total contract Value shall be REDACTED TEXT under FOIA Section 43, Commercial Interests.

The breakdown of charges are estimated to be:

REDACTED TEXT under FOIA Section 43, Commercial Interests.

Schedule 3: Collaboration agreement – NOT APPLICABLE

This agreement is made on [enter date] between:

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

Whereas the:

* Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts

(defined below) for the provision of various IT and telecommunications (ICT) services

* Collaboration Suppliers now wish to provide for the ongoing cooperation of the

Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

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

##### 1. Definitions and interpretation

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

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

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

1.1.3 “Contractor’s Confidential Information” has the meaning set out in the Call-Off Contracts

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

1.1.5 “Collaboration Activities” means the activities set out in this Agreement

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

1.1.7 “Default” means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties 1.1.8 “Detailed Collaboration Plan” has the meaning given in clause 3.2

1.1.9 “Dispute Resolution Process” means the process described in clause 9

1.1.10 “Effective Date” means [insert date]

1.1.11 “Force Majeure Event” has the meaning given in clause 11.1.1

1.1.12 “Mediator” has the meaning given to it in clause 9.3.1

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

1.1.14 “Term” has the meaning given to it in clause 2.1

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

###### 1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

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

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

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

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

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

##### 2. Term of the agreement

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

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

##### 3. Provision of the collaboration plan

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

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

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

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

3.4.1 approve the Detailed Collaboration Plan

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

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

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

##### 4. Collaboration activities

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

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

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

##### 5. Invoicing

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

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

##### 6. Confidentiality

6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any

Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

6.2 Each Collaboration Supplier warrants that:

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

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

6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors

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

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

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

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

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

6.3.4 independently developed without access to the Confidential Information

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

6.4 The Buyer’s right, obligations and liabilities in relation to using and disclosing any

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

##### 7. Warranties

7.1 Each Collaboration Supplier warrants and represents that:

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

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

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

##### 8. Limitation of liability

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

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

8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration

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

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

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

8.5.1 indirect loss or damage

8.5.2 special loss or damage

8.5.3 consequential loss or damage

8.5.4 loss of profits (whether direct or indirect)

8.5.5 loss of turnover (whether direct or indirect)

8.5.6 loss of business opportunities (whether direct or indirect)

8.5.7 damage to goodwill (whether direct or indirect)

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

8.6.1 additional operational or administrative costs and expenses arising from a

Collaboration Supplier’s Default

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

##### 9. Dispute resolution process

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

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

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

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

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

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

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

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

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

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

##### 10. Termination and consequences of termination

10.1 Termination

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

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

Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

10.2 Consequences of termination

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

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

##### 11. General provisions

11.1 Force majeure

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

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

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

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

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

11.2 Assignment and subcontracting

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

11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those

elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

11.3 Notices

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

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

11.4 Entire agreement

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

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

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

11.5 Rights of third parties

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

11.6 Severability

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

11.7 Variations

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

11.8 No waiver

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

11.9 Governing law and jurisdiction

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

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

**For and on behalf of the Buyer**

Signed by:

Full name (capitals):

Position: Date:

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

Signed by:

Full name (capitals): Position : Date:

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

Signed by:

Full name (capitals): Position : Date:

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

Signed by:

Full name (capitals): Position : Date:

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

Signed by:

Full name (capitals): Position : Date:

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

Signed by:

Full name (capitals): Position : Date:

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

Signed by:

Full name (capitals):

Position: Date:

#### Collaboration Agreement Schedule 1: List of contracts

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

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

##### Schedule 4: Alternative clauses

###### 1. Introduction

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

###### 2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

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

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

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

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

2.1.6 References to “tort” will be replaced with “delict” throughout

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

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

2.3 Discrimination

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

* Employment (Northern Ireland) Order 2002
* Fair Employment and Treatment (Northern Ireland) Order 1998
* Sex Discrimination (Northern Ireland) Order 1976 and 1988
* Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
* Equal Pay Act (Northern Ireland) 1970
* Disability Discrimination Act 1995
* Race Relations (Northern Ireland) Order 1997
* Employment Relations (Northern Ireland) Order 1999 and Employment Rights

(Northern Ireland) Order 1996

* Employment Equality (Age) Regulations (Northern Ireland) 2006
* Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
* Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
* The Disability Discrimination (Northern Ireland) Order 2006
* The Employment Relations (Northern Ireland) Order 2004
* Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
* Employment Relations (Northern Ireland) Order 2004
* Work and Families (Northern Ireland) Order 2006

and will use its best endeavours to ensure that in its employment policies and

practices and in the delivery of the services required of the Supplier under this Call-Off Contract it promotes equality of treatment and opportunity between:

1. persons of different religious beliefs or political opinions
2. men and women or married and unmarried persons
3. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
4. persons of different racial groups (within the meaning of the Race Relations

(Northern Ireland) Order 1997)

1. persons with and without a disability (within the meaning of the Disability

Discrimination Act 1995)

1. persons of different ages
2. persons of differing sexual orientation

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

2.4 Equality policies and practices

* + 1. The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Buyer will be entitled to receive upon request a copy of the policy.
    2. The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

1. the issue of written instructions to staff and other relevant persons
2. the appointment or designation of a senior manager with responsibility for equal

opportunities

1. training of all staff and other relevant persons in equal opportunities and harassment matters
2. the inclusion of the topic of equality as an agenda item at team, management and

staff meetings

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

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

1. the Equality Commission notifying the Supplier of an alleged breach by it or any

Subcontractor (or any of their shareholders or directors) of the Fair Employment and

Treatment (Northern Ireland) Order 1998 or

1. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its

Subcontractors during the CallOff Contract Term by any Industrial or Fair Employment Tribunal or court,

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

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

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

2.5 Equality

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

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

2.6 Health and safety

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

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

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

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work

(Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of

practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Buyer premises in the performance of its obligations under the Call-Off Contract.

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

2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Buyer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Buyer under any insurance policy).

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

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Buyer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Buyer’s cost and the Supplier will (at no additional cost to the Buyer) provide any help the Buyer reasonably requires with the appeal.

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

##### Schedule 5: Guarantee – NOT APPLICABLE

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

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

1. [**Insert the name of the Guarantor]** a company incorporated in England and Wales with number [insert company number] whose registered office is at [i**nsert details of the guarantor's registered office**] [or a company incorporated under the Laws of [**insert country**], registered in [**insert country**] with number [**insert number**] at [**insert place of registration**], whose principal office is at [**insert office details**]]('Guarantor'); in favour of and
2. The Buyer whose offices are [**insert Buyer’s official address**] (‘Beneficiary’) **Whereas:**
3. The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
4. It is the intention of the Parties that this document be executed and take effect as a deed.

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

Suggested headings are as follows:

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

| **Guarantor company** | [**Enter Company name**] **‘Guarantor’** |
| --- | --- |
| **Guarantor company address** | [**Enter Company address**] |
| **Account manager** | [**Enter Account Manager name]** |
| Address: [**Enter Account Manager address]** |
| Phone: [**Enter Account Manager phone number]** |
| Email: [**Enter Account Manager email**] |
|  | Fax: [**Enter Account Manager fax** if applicable] |

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

###### Definitions and interpretation

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

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

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

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

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

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

Unless the context otherwise requires:

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

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

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

###### Guarantee and indemnity

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

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

* fully perform or buy performance of the guaranteed obligations to the Buyer
* as a separate and independent obligation and liability, compensate and keep the

Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

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

###### Obligation to enter into a new contract

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

###### Demands and notices

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

[**Enter Address of the Guarantor in England and**

**Wales**]

[**Enter Email address of the Guarantor representative**] For the Attention of [**insert details**]

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

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

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

Day, and in any other case at 10am on the next Working Day

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

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

Beneficiary’s protections

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

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

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

* it will not be discharged, reduced or otherwise affected by any partial performance

(except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee

* it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
* if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor ● the rights of the Buyer against the Guarantor under this Deed of Guarantee

are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

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

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

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

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

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

###### Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

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

○ the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgement, decree or permit to which the Guarantor is subject

○ the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets

○ all governmental and other authorisations, approvals, licences and consents, required or desirable

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

###### Payments and set-off

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

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

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

###### Guarantor’s acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this

Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of

Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

###### Assignment

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

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

###### Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

###### Third-party rights

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

###### Governing law

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

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

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

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

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

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

EXECUTED as a DEED by

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

Director

Director/Secretary

# Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

| **Expression** | **Meaning** |
| --- | --- |
| **Additional Services** | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) 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 Platform). |
| **Audit** | An audit carried out under the incorporated Framework Agreement clauses. |
| **Background IPRs** | For each Party, IPRs:  ● 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  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. |
| **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:   * 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 UK 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 Call-Off  Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |

| **Data Protection Impact**  **Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| --- | --- |
| **Data Protection**  **Legislation (DPL)** | (i) the UK GDPR as amended from time to time; (ii) the DPA  2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy. |
| **Data Subject** | Takes the meaning given in the UK GDPR |
| **Default** | Default is any:  ● 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  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. |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment**  **Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) . |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |

| **Environmental**  **Information**  **Regulations or EIR** | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| --- | --- |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |
| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| **Employment Status**  **Indicator test tool or**  **ESI tool** | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:  [https://www.gov.uk/guidance/check-employment-status-fortax](https://www.gov.uk/guidance/check-employment-status-for-tax) |
| **Expiry Date** | The expiry date of this Call-Off Contract in the Order Form. |
| **Financial Metrics** | The following financial and accounting measures:   * Dun and Bradstreet score of 50 * Operating Profit Margin of 2% * Net Worth of 0 * Quick Ratio of 0.7 |

| **Force Majeure** | A force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● acts, events or omissions beyond the reasonable control of the affected Party   * riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare * acts of government, local government or Regulatory   Bodies   * fire, flood or disaster and any failure or shortage of power or fuel * industrial dispute affecting a third party for which a substitute third party isn’t reasonably available   The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force  Majeure   * the event was foreseeable by the Party seeking to rely on Force   Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to  rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| --- | --- |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the  Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.14 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  Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| **UK GDPR** | The retained EU law version of 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. |
| **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:   * a voluntary arrangement * a winding-up petition * the appointment of a receiver or administrator * an unresolved statutory demand * a Schedule A1 moratorium * a Supplier Trigger Event |

| **Intellectual**  **Rights or IPR** | **Property** | Intellectual Property Rights are:   1. 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 2. 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   ● (c) all other rights having equivalent or similar effect in any country or jurisdiction |
| --- | --- | --- |
| **Intermediary** |  | For the purposes of the IR35 rules an intermediary can be:   * the supplier's own limited company * a service or a personal service company * a partnership   It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). |
| **IPR claim** |  | As set out in clause 11.5. |
| **IR35** | | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an  Intermediary. |
| **IR35 assessment** | | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
| **Know-How** | | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier’s or Buyer’s possession before the Start date. |

| **Law** | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| --- | --- |
| **Loss** | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, 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 Schedule 6. |
| **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. |
|  | **Performance**  **Indicators** | | | The performance information required by the Buyer from the Supplier set out in the Order Form. |

| **Personal Data** | | Takes the meaning given in the UK GDPR. |
| --- | --- | --- |
| **Personal Data Breach** | Takes the meaning given in the UK GDPR. | |
| **Platform** | The government marketplace where Services are available for Buyers to buy. | |
| **Processing** | Takes the meaning given in the UK GDPR. | |
| **Processor** | Takes the meaning given in the UK GDPR. | |
| **Prohibited act** | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:   * induce that person to perform improperly a   relevant function or activity   * reward that person for improper performance of a relevant function or activity * commit any offence: * under the Bribery Act 2010 * under legislation creating offences concerning Fraud o at common Law concerning Fraud o 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 CallOff 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: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it. |
| **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 and Performance Indicators 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 Clause 2 (Services) of the Framework Agreement. |
| **Service description** | The description of the Supplier service offering as published on the Platform. |
| **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/agiledelivery/spend-control sche](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) [ck-if-you-need-approval-to-spendmoney-on-a-service](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. |
| **Trigger Event** | The Supplier simultaneously fails to meet three or more  Financial Metrics for a period of at least ten Working Days. |

| **Variation** | This has the meaning given to it in clause 32 (Variation process). |
| --- | --- |
| **Variation Impact**  **Assessment** | An assessment of the impact of a variation request by the Buyer completed in good faith, including:   1. details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract; 2. details of the cost of implementing the proposed variation; 3. details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; 4. a timetable for the implementation, together with any proposals for the testing of the variation; and |
|  | such other information as the Buyer may reasonably request in (or in response to) the variation request; |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Year** | A contract year. |

#### Intentionally Blank

# Schedule 7: UK GDPR Information

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

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Buyer’s Data Protection Officer are: REDACTED TEXT under Section 40 FOIA, Personal Information

1.2 The contact details of the Supplier’s Data Protection Officer are: REDACTED TEXT under Section 40 FOIA, Personal Information

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

| **Description** | **Details** |
| --- | --- |

| Identity of Controller and Processor for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with the provisions of this  Schedule and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:  The scope of data being processed is all data entered onto the FSET recruitment platform that is managed by Valtech on behalf of CSHR FSET. The processor will utilise this data as required to maintain the service and resolve live support issues, and to provide pre-defined analytical report extracts.  The personal data included within this processing is:   * Name * Email address * Full contact details (address, phone number etc) |
| --- | --- |
|  | * Date of birth * Eligibility – immigration status and scheme eligibility * Disability and reasonable adjustment requirements * Past eligibility for Free school meals, * Previous school and University details * Gender * Race * Sexuality * Parents employment details * Qualifications, licences, professional memberships * Employment history * Information relating to preferences for jobs   (e.g. location, interest areas) |
| Duration of the  Processing | Throughout the duration of the contract. |

| Nature and  purposes of the  Processing | Nature of the processing:   * Collection of data submitted by candidates * Sending of job alert emails to candidates who have requested to receive them * Recording of results - scores, comments etc - from online tests results and assessors, related to individual candidates * Time stamp of correspondence sent from system   (automatically generated system email)   * Disclosure to relevant users - recruiters, panel members, technical suppliers, customer support staff, MI analysis, preemployment checkers * Statistics and analysis – both of individual and anonymised data * Storage, then archiving and deletion after the retention period   Purpose of the processing:  To allow candidates to create an account and apply for the Fast Stream or diversity internships: |
| --- | --- |
|  | * Create an online account * Draft and submit applications * Provide diversity information * Take online tests * Upload additional information forms * Accept Fast Stream Assessment Centre and Final Selection   Boards invitations  To allow assessors to activate an account and assess candidates:   * Activate an online account * Provide assessor availability * Read and SIFT additional information forms * Upload scores • Input feedback   To provide technical support to users of the system (candidates, assessors and admin users)  To monitor the effectiveness of Fast Stream and diversity internship recruitment processes. |

| Type of Personal  Data | Candidate account holders:  To create an account   * Name * Email address   For civil servants - to verify their employing department:   * Work email address * Line manager’s email address (optional - used as verification if a work email address is not available) * Employer (department) * Previous Fast Track or diversity internship details   Making an application - questions may include:   * Full contact details (address, phone etc) * Date of birth * Eligibility – immigration status and scheme eligibility * Disability, Positive about Disability Scheme and reasonable adjustment requirements * Diversity information – Free school meals, Previous school,   Gender, Race, Sexuality, Parents employment details   * Information relating to preferences for jobs (e.g. location, interest areas)   SIFT |
| --- | --- |
|  | * Personal statement * Qualifications, licences, professional memberships * Employment history   Staff account holders:   * Name * Work email address * Department |
| Categories of Data  Subject | Users of the Fast Stream Recruitment Platform  (http://www.apply-civilservice-fast- stream.service.gov.uk) who create an online account and make an application to the Fast Stream or diversity internships. When an account holder makes an application for a job, they will provide more data as part of their application. Not all account holders will make applications.  Applicants – any adult who holds a recognised degree; an existing civil servant who may or may not hold a degree.  Staff – those using the system to manage the recruitment, assess candidates, manage the system, or use MI. |
| International transfers and legal gateway | N/A - no international transfer of data is envisaged. |
| Plan for return and destruction of the data once the Processing is complete | The data is held for the duration of a recruitment campaign which is typically 12 months. The data is extracted from the recruitment platform by the Buyer as flat .csv files and the original data is deleted from the hosting servers by the Supplier when requested by the Buyer.  The extracted data is then anonymised and held by the Buyer for research and statistical purposes for up to a further 5 years by Civil Service staff. |

Annex 2 - Joint Controller Agreement

Not used

##### Schedule 8 (Corporate Resolution Planning)

###### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 6 (Glossary and interpretations):

| **"Accounting Reference**  **Date"** | means in each year the date to which the  Supplier prepares its annual audited financial statements; |
| --- | --- |
| **“Annual Revenue”** | means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:  figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and  where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date; |

| **“Appropriate Authority” or**  **“Appropriate Authorities”** | means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team; |
| --- | --- |
| **“Associates”** | means, in relation to an entity, an undertaking in  which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |
| **"Cabinet Office Markets and Suppliers Team"** | means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function; |
| **“Class 1 Transaction”** | has the meaning set out in the listing rules issued by the UK Listing Authority; |

| **“Control”** | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly; |
| --- | --- |
| **“Corporate Change Event”** | means:   1. any change of Control of the Supplier or a   Parent Undertaking of the Supplier;   1. any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services; 2. any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a   material adverse effect on the  Services;   1. a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock   Exchange plc;   1. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the   Supplier or any Parent Undertaking of the  Supplier;   1. payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; |

|  | 1. an order is made or an effective resolution is passed for the winding up of any member of the   Supplier Group;   1. any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group; 2. the appointment of a receiver,   administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or   1. any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales; |
| --- | --- |
| **"Corporate Change Event**  **Grace Period"** | means a grace period agreed to by the Appropriate Authority for providing CRP  Information and/or updates to Business  Continuity Plan after a Corporate Change Event; |
| **"Corporate Resolvability**  **Assessment (Structural**  **Review)"** | means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule; |

| **“Critical National**  **Infrastructure” or “CNI”** | means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:  major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or  significant impact on the national security, national defence, or the functioning of the UK; |
| --- | --- |
| **“Critical Service Contract”** | means the overall status of the Services provided under the Call-Off Contract as determined by the  Buyer and specified in Paragraph 2 of this Schedule; |
| **“CRP Information”** | means the corporate resolution planning information, together, the:   1. Exposure Information (Contracts List); 2. Corporate Resolvability Assessment (Structural Review); and 3. Financial Information and Commentary |

| **“Dependent Parent**  **Undertaking”** | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or  Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Call-Off Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Call-Off Contract; |
| --- | --- |
| **“FDE Group”**  **“Financial Distress Event”** | means the [Supplier, Subcontractors, [the Guarantor] the credit rating of an FDE Group entity dropping below the applicable Financial Metric; an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects; there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity; an FDE Group entity committing a material breach of covenant to its lenders; a Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums |

|  | properly due under a specified invoice and not subject to a genuine dispute; any of the following:  commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than  £5m; non-payment by an FDE Group entity of any financial indebtedness; any financial indebtedness of an FDE Group entity becoming due as a result of an event of default; the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or  the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity; in each case which the Buyer reasonably believes (or would be likely to reasonably believe) could directly impact on the continued performance and delivery of the Services in accordance with the Call-Off Contract; and any two of the Financial Metrics for the Supplier not being met at the same time. |
| --- | --- |
| **“Parent Undertaking”** | has the meaning set out in section 1162 of the  Companies Act 2006; |
| **“Public Sector Dependent**  **Supplier”** | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 |

|  | million or more of which over 50% is generated from UK Public Sector Business; |
| --- | --- |
| **“Strategic Supplier”** | means those suppliers to government listed at https://www.gov.uk/government/publications/strat egic-suppliers; |
| **“Subsidiary Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Supplier Group”** | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; |
| **“UK Public Sector**  **Business”** | means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and |
| **“UK Public Sector / CNI**  **Contract Information”** | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Annex 1; |

###### 2. Service Status and Supplier Status

2.1 This Call-Off Contract is not a Critical Service Contract.

***[Guidance: A Critical Service Contract is a service contract which the Buyer has categorised as a Gold contract using the Cabinet Office Contract Tiering Tool available on the Knowledge Hub or which the Buyer, in consultation with the Cabinet Office Markets and Suppliers Team if appropriate, otherwise considers should be classed as***

***a Critical Service Contract.]***

2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team in writing within 5 Working Days of the Start Date and throughout the Call-Off Contract Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector

Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

2.3 The Buyer and the Supplier recognise that, where specified in the Framework Agreement, CCS shall have the right to enforce the Buyer's rights under this Schedule.

###### 3. Provision of Corporate Resolution Planning Information

3.1 Paragraphs 3 to 5 shall apply if the Call-Off Contract has been specified as a Critical Service Contract under Paragraph 2.1 or the Supplier is or becomes a Public Sector Dependent Supplier.

3.2 Subject to Paragraphs 3.6, 3.10 and 3.11:

3.2.1 where the Call-Off Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Start Date; and

3.2.2 except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority’s or Appropriate Authorities’ request.

3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9:

3.3.1 is full, comprehensive, accurate and up to date;

3.3.2 is split into three parts:

1. Exposure Information (Contracts List);
2. Corporate Resolvability Assessment (Structural Review);
3. Financial Information and Commentary

and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at

<https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier’s circumstances);

3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

3.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

3.3.5 complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.

3.4 Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP

Information pursuant to Paragraphs 3.2, 3.8 and 3.9, the Buyer shall procure that the

Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the

CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approve the CRP Information or that the Appropriate Authority or Appropriate Authorities reject the CRP Information.

3.5 If the Appropriate Authority or Appropriate Authorities reject the CRP Information:

3.5.1 the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

3.5.2 the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority’s or Appropriate Authorities’ comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority’s or Appropriate Authorities’ rejection. The provisions of paragraph 3.3 to 3.5 shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution under clause 32 of the Framework Agreement (Managing disputes).

3.6 Where the Supplier or a member of the Supplier Group has already provided CRP

Information to a central government body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that central government body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 if:

3.7.1 the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

3.7.2 no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Call-Off Contract had then been in force) have occurred since the date of issue of the Assurance.

3.8 If the Call-Off Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

3.8.1 within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11) unless the Supplier is relieved of the consequences of the Financial

Distress Event as a result of credit ratings being revised upwards;

3.8.2 within 30 days of a Corporate Change Event unless

1. the Supplier requests and the Appropriate Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Appropriate Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the

Appropriate Authority to enable it to understand the nature of the Corporate

Change Event and the Appropriate Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or

1. not required pursuant to Paragraph 3.10;

3.8.3 within 30 days of the date that:

1. the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
2. none of the credit rating agencies specified at Paragraph 3.10 hold a

public credit rating for the Supplier or any of its Parent Undertakings; and

3.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

1. updated CRP Information has been provided under any of

Paragraphs

3.8.1 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or

1. not required pursuant to Paragraph 3.10.
   1. Where the Supplier is a Public Sector Dependent Supplier and the Call-Off Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8.1 to 3.8.4, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.
   2. Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:
      1. Aa3 or better from Moody’s;
      2. AA- or better from Standard and Poors; 3.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event due to credit ratings being revised upwards) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.

###### 4. Termination Rights

4.1 The Buyer shall be entitled to terminate the Call-Off Contract if the Supplier is required to provide CRP Information under Paragraph 3 and either:

4.1.1 the Supplier fails to provide the CRP Information within 4 months of the Start Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority’s or Appropriate Authorities’ request; or

4.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or

Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Call-Off Contract, which shall be deemed to be an event to which Clause 18.4 applies.

###### 5. Confidentiality and usage of CRP Information

5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

5.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier’s request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 5.1 and incorporated Framework Agreement clause 34.

5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;

5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

1. summarising the information;
2. grouping the information;
3. anonymising the information; and
4. presenting the information in general terms

5.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

### **ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST**

1. The Supplier shall:

1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

1. are with any UK public sector bodies including: central government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;
2. are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the contract with the end recipient; or
3. involve or could reasonably be considered to involve CNI;

1.2 provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link

ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT

(STRUCTURAL REVIEW)

1. The Supplier shall:
   1. provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group’s UK Public Sector Business and CNI agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
   2. ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
   3. provide full details of the importance of each member of the Supplier Group to the Supplier Group’s UK Public Sector Business and CNI agreements listed pursuant to Annex 1 and the dependencies between each.

#### ANNEX 3: Financial information AND COMMENTARY

1. The Supplier shall:
   1. provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities’ level to allow the

Appropriate Authority to understand the current financial interconnectedness of the Supplier

Group and the current performance of the Supplier as a standalone entity; and

* 1. ensure that the information is presented in a simple, effective and easily understood manner.

1. For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Appropriate Authority remains protected by confidentiality).

#### Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

|  | **Contract Details** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- |
| This variation is between: |  | **[insert** | name of Buyer] **(“the Buyer")** name  of Supplier**]** (**"the Supplier"**) | | | | |
| And  **[insert** |
| Contract name: |  | **[insert** | name of contract to be changed] **(“the Contract”)** | | | | |
|  |
| Contract reference number: |  | **[insert** | contract reference number] | | | | |
|  |
| **Details of Proposed Variation** | | | | | | | |
| Variation initiated by: |  | **[delete** | as applicable: Buyer/Supplier] | | | | |
|  |
| Variation number: |  | **[insert** | variation number] | | | | |
|  |
| Date variation is raised: |  | **[insert** | date] | | | | |
|  |
| Proposed variation |  | | | | | | |
| Reason for the variation: |  | **[insert** | reason] | | | | |
|  |
| A Variation Impact Assessment shall be provided within: |  | **[insert** | number] days | | | | |
|  |
| **Impact of Variation** | | | | | | | |
| Likely impact of the proposed variation: |  | **[Supplier to insert** | | assessment of impact] | | | |
|  | |
| **Outcome of Variation** | | | | | | | |
| Contract variation: | This Contract detailed above is varied as follows:  ● **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause] | | | | | | |
| Financial variation: | Original Contract Value: | | | | £ | **[insert** | amount] |
|  |
| Additional cost due to variation: | | | | £ | **[insert** | amount] |
|  |
|  | New Contract value: | | | | £ | **[insert** | amount] |
|  |

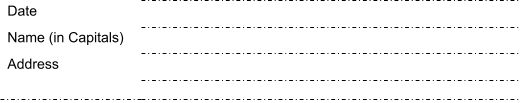
1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the

Contract.

1. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature



Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature



Date

Name (in Capitals)

Address