

G-Cloud 14 Call-Off Contract

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

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Part A: Order Form

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

Platform service ID number	3487 5327 7056 717
Call-Off Contract reference	████████
Call-Off Contract title	Microsoft Unified Enterprise Support Services

Call-Off Contract description	Direct Microsoft support Services across all Microsoft products, providing enhanced reactive problem resolution services, preventative and optimisation assessments, education services and Enhanced Designated Engineering (EDE) resources.
Start date	29 th December 2024
Expiry date	28 th December 2027
Call-Off Contract value	Total 3 year contract value of £8,305,285.00 (excluding VAT) [REDACTED]
Charging method	Annually In Advance (as above)
Purchase order number	TBC

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	HM Revenue and Customs 100 Parliament Street London SW1A 2BQ United Kingdom
To the Supplier	Microsoft Limited <div></div> <div></div> <div></div> <div></div>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Lead

Name:

Email:

Phone:

For the Supplier:

Title: Microsoft Unified Specialist

Name:

Email:

Phone:

Call-Off Contract term

Start date	This Call-Off Contract Starts on 29th December 2024 and is valid for 36 months .
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Ending (termination)	<p>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).</p> <p>The Parties agree that clause 18.1 is not applicable to this Call-Off Contract.</p>
Extension period	<p>This Call-Off Contract shall be subject to an optional extension period of 5 months.</p>

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 3: Cloud support</p>
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined in the Statement of Work referenced in Schedule 1 (Services).</p>
Additional Services	<p>Not applicable.</p>
Location	<p>The Services will be delivered to:</p> <p>HM Revenue and Customs within Telford.</p> <p>Occasional travel to other locations (e.g. London) may be required.</p> <p>Other services may be performed from other locations.</p>
Quality Standards	<p>The quality standards required for this Call-Off Contract are detailed in Schedule 1 (Services).</p>
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are referenced in Schedule 1 (Services).</p>

Service level agreement:	<p>The service level and availability criteria required for this CallOff Contract are referenced in Schedule 1 (Services) or at:</p> <div></div> <p>Unified Enhanced Response (UER) provides accelerated reactive support for the customer’s Microsoft products and cloud services with faster routing for all critical situation incidents (crit sits’). Microsoft will assign resources from the Enhanced Incident Management team designated to the customer for enhanced reactive incident management. Customers may purchase Unified Enhanced Response in addition to their Unified Enterprise base support agreement or add it at any point in the term of an active Unified Enterprise base support agreement.</p> <p>Unified Enhanced Response - Incident Severity Types</p> <p>For problem resolution support, please see the severity situations in the chart below:</p> <table><tr><th>Unified Enhanced Response Severity and situation</th><th>Our expected response</th><th>Your expected response</th></tr><tr><td>Severity 1</td><td>Azure components¹</td><td>-</td></tr><tr><td>Critical business system down:</td><td>First call response in 15 minutes or less</td><td>Notification of your senior executives, as requested by us</td></tr><tr><td>Business at risk. Complete loss of a critical application or solution.</td><td>All other products and services - First call response in 30 minutes or less</td><td>Allocation of appropriate resources to sustain continuous effort on a 24/7 basis³</td></tr><tr><td>Needs immediate attention</td><td>Senior Incident Manager² automatically assigned</td><td>Rapid access and response</td></tr><tr><td></td><td>Continuous effort on a 24/7 basis³</td><td>Submission via phone or web</td></tr><tr><td></td><td>Rapid escalation within Microsoft to product teams</td><td></td></tr><tr><td></td><td>Notification of our senior executives, as required</td><td></td></tr><tr><td>Severity A</td><td>First call response in 30 minutes or less</td><td>Allocation of appropriate resources to sustain continuous effort on a 24/7 basis³</td></tr><tr><td>Critical business system degraded:</td><td>Senior Incident Manager automatically² assigned</td><td></td></tr><tr><td>Significant loss or degradation of services</td><td>Continuous effort on a 24/7 basis³</td><td>Rapid access and response</td></tr><tr><td>Needs attention within 30 minutes</td><td></td><td>Submission via phone or web</td></tr></table>	Unified Enhanced Response Severity and situation	Our expected response	Your expected response	Severity 1	Azure components ¹	-	Critical business system down:	First call response in 15 minutes or less	Notification of your senior executives, as requested by us	Business at risk. Complete loss of a critical application or solution.	All other products and services - First call response in 30 minutes or less	Allocation of appropriate resources to sustain continuous effort on a 24/7 basis ³	Needs immediate attention	Senior Incident Manager ² automatically assigned	Rapid access and response		Continuous effort on a 24/7 basis ³	Submission via phone or web		Rapid escalation within Microsoft to product teams			Notification of our senior executives, as required		Severity A	First call response in 30 minutes or less	Allocation of appropriate resources to sustain continuous effort on a 24/7 basis ³	Critical business system degraded:	Senior Incident Manager automatically ² assigned		Significant loss or degradation of services	Continuous effort on a 24/7 basis ³	Rapid access and response	Needs attention within 30 minutes		Submission via phone or web
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Onboarding	<p>The onboarding plan (if any) for this Call-Off Contract is referenced in Schedule 1 (Services).</p>																																				

Offboarding	<p>The offboarding plan (if any) for this Call-Off Contract is referenced in Schedule 1 (Services).</p>
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Collaboration agreement	The Buyer does not require the Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss or damage 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 [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The aggregate total liability of the Supplier for all Defaults will in no event exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Buyer's responsibilities	The Buyer's responsibilities shall be referenced in Schedule 1 (Services).
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract shall be referenced in Schedule 1 (Services).

Supplier's information

Subcontractors or partners	<div></div> <p>The Supplier may also rely on the services of other entities in the global Microsoft group of companies in providing the Services and the Buyer hereby consents to such sub-contracting.</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is One Time In Advance.
Invoice details	The Supplier will issue electronic invoices upon service commencement. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Who and where to send invoices to	<p>Invoices will be sent to:</p> <div data-bbox="541 463 681 642" style="background-color: black; width: 88px; height: 80px; margin-left: 339px; margin-top: 207px;"></div>
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none"> • the Purchase Order number; • total value excluding Value Added Tax (VAT); • the VAT percentage; the total value including VAT; • a contact name and telephone number of an appropriate individual • in the Supplier's finance department in the event of administrative queries; and • the banking details for payment to the Supplier via electronic transfer of funds (name and address of bank, sort code, account name and number).
Invoice frequency	<p>Annually in advance on service commencement</p>
Call-Off Contract value	<p>The total 3 year value of this Call-Off Contract is £8,305,285 excluding VAT.</p>

Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2 (Call-Off Contract charges).
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Additional Buyer terms

Performance of the Service	Details of the Services are as set out in Schedule 1 (Services).
Guarantee	Not applicable.
Warranties, representations	As stated in the incorporated Framework Agreement clause 2.3.
Supplemental requirements in addition to the Call-Off terms	Not applicable.

<p>Alternative clauses</p>	<p>Not applicable</p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>HMRC Mandatory Terms</p> <p>Within the scope of the Call-Off Contract, the following terms will apply.</p> <p><u>Definitions for HMRC Mandatory Terms:</u></p> <p>“Authority Data” means</p> <ul style="list-style-type: none"> a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: <ul style="list-style-type: none"> i. supplied to the Supplier by or on behalf of the Authority; and/or ii. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified; <p>“Supplier Personnel” all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;</p>

	<p>“Tax” (a) all forms of tax whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p> <p>“Tax Non-Compliance”</p> <p>where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:</p> <p>(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and</p> <p>(b) any “Essential Subcontractor” means any Key Subcontractor;</p> <p>“Data Protection Legislation”</p> <p>(a) “the data protection legislation” as defined in section 3(9) of the Data Protection Act 2018; and;</p> <p>(b) all applicable Law about the processing of personal data and privacy;</p> <p>5 Data Protection and off-shoring</p> <p>5.1 In accordance with the DPA (Data Protection Addendum), The parties agree that the Supplier shall, whether it is the controller or processor, in relation to any personal data processed in connection with its obligations under the Agreement:</p> <p>5.1.1 not process or permit to be processed personal data outside of the United Kingdom unless the prior explicit written consent of the Authority has been obtained (such consent is contained within the Data Protection Addendum) and the following conditions are fulfilled:</p> <p>(a) the Supplier or any Subprocessor has provided appropriate safeguards in relation to any transfer of the personal data (whether in accordance with UK GDPR Article 46 or, where relevant, section 75 of the</p>
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	Data Protection Act 2018) as determined by either the Authority or the Supplier when it is the controller;
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	<p>(b) the data subject has enforceable rights and effective legal remedies;</p> <p>(c) the Supplier or any Subprocessor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is processed (or, if it is not so bound, uses its best endeavours to assist either the Authority or the Supplier when it is the controller in meeting its obligations); and</p> <p>(d) the Supplier or any Subprocessor complies with any reasonable request notified to it in advance by the controller with respect to the processing of the personal data;</p> <p>Failure by the Supplier to comply with the obligations set out in accordance with the DPA (Data Protection Addendum) shall allow HMRC to inform the Enrolled Affiliate of the situation and allow the Enrolled Affiliate to terminate this Unified agreement.</p> <p>In the above clause “Subprocessor” means other processors used by Microsoft to process Customer Data, Professional Services Data, and Personal Data, as described in Article 28 of the GDPR.</p> <p>Lower case terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor”, “profiling”, “personal data”, and “data subject” will have the same meaning as set forth in Article 4 of the GDPR, irrespective of whether GDPR applies</p> <p>6 Warranties</p> <p>2.1. The Supplier represents and warrants that:</p> <p>2.1.1. in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;</p> <p>2.1.2. it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and</p> <p>2.1.3. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.</p> <p>2.2. If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 6.1.1, 6.1.2 and/or 6.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient</p>
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	<p>detail to enable the Authority to make an accurate assessment of the situation.</p>
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2.3. In the event that the warranty given by the Supplier pursuant to Clause 6.1.2 is materially untrue, the Authority shall be entitled to terminate this Unified agreement.

3. Promoting Tax Compliance

For any Enrollment terminated by the terms in this Promoting Tax Compliance Amendment, Microsoft's only obligation is to remove any future payment obligations from future invoices as of the date of the written notice from the Enrolled Affiliate. The Supplier will not reimburse Enrolled Affiliate for any payments made or costs incurred for any professional services related to a terminated Unified agreement.

As related to the provision of Online Services, the parties agree to the following terms:

3.1. The Supplier shall at all times comply with all other Laws and regulations relating to Tax.

3.2. If requested by HMRC, the Supplier shall provide to HMRC the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the commencement of any work under this Enrollment by that agent, supplier or Subcontractor. Upon a request by HMRC, the Supplier shall not employ or will cease to employ any agent, supplier or Subcontractor.

3.3. If, at any point during the Term, an Occasion of Tax Non Compliance occurs and or any litigation, enquiry or investigation in which it involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall: notify HMRC in writing of such fact within five (5) working days of its occurrence; and promptly provide to HMRC:

- a) details of the steps which the Supplier is taking to address the Occasion of Tax Non Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
- b) such other information in relation to the Occasion of Tax Non Compliance as HMRC may reasonably require.

3.4. The Supplier's Subcontractors shall comply with the [REDACTED] Supplier Code of Conduct ("SCOC") at all times. For the avoidance of doubt, where the SCOC states "All [REDACTED] Suppliers must conduct their

	<p>business activities in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of [REDACTED] this shall include meaning that Subcontractors shall comply with all Laws</p>
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	<p>relating to Tax that apply to the relevant Subcontractor. That requirement shall remain within the SCOC for the duration of this contract.</p> <p>For the purposes of this clause 3.3 the references to Supplier in the definition of Occasion of Tax Non-Compliance shall be read as references to Subcontractors. If at any point during the Term, the Supplier becomes aware, or has a reasonable suspicion, that:</p> <p>(a) a Subcontractor has engaged in behaviour which would be an Occasion of Tax Non-Compliance; and/or</p> <p>(b) a Subcontractor is involved in any litigation, investigation, or enquiry which is in connection with, or which may lead to establishing, such an Occasion of Tax Non-Compliance, then the following procedure shall apply:</p> <p>(i) the case shall be routed to the Supplier Procurement Engagement Manager, Compliance Manager and Supplier Accountability Team for further action; and</p> <p>(ii) the relevant tax authority shall be notified.</p> <p>3.4.1 The Supplier shall provide HMRC (promptly or within such other period notified by HMRC) with information which demonstrates how the Supplier complies with its Tax obligations.</p> <p>3.5. If the Supplier fails to:</p> <p>3.5.1. comply (or if HMRC receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 7.1 to 7.4 (inclusive); and/or</p> <p>3.5.2. provide details of steps being taken and mitigating factors pursuant to Clause 7.3 which in the reasonable opinion of HMRC are acceptable,</p> <p>this shall allow HMRC to inform the Enrolled Affiliate of the situation and allow the Enrolled Affiliate to terminate this Unified Agreement.</p> <p>3.6. The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 7.6 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.</p>
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	<p>3.7. The Authority may internally share any information which it receives under Clauses 3.2 to 3.3 (inclusive) and 3.4, for the purpose of the collection and management of revenue for which the Authority is responsible.</p>
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4. Use of Off-shore Tax Structures

Use of Off-shore Tax Structures. The following definitions and terms apply to this Use of Off-shore Tax Structures Amendment:

Definitions:

"HMRC" is the Commissioners for Her Majesty's Revenue and Customs.

"Connected Company" means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person.

"Key Subcontractor" means any Subcontractor:

a. which, in the opinion of the Enrolled Affiliate, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or

b. with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate charges forecast to be payable;

"Supplier" is "Microsoft", as the Microsoft Affiliate that has entered in to the Enrollment.

"Services" is the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;

"Subcontract" any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

"Subcontractor" any third party with whom:

(a) the Supplier enters into a Subcontract; or

(b) a third party under (a) above enters into a Subcontract,

or the servants or agents of that third party; Terms:

The terms of this Use of Off-shore Tax Structures amendment are:

8.1. Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on

	<p>Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise</p>
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agreed with HMRC) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of HMRC under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("Prohibited Transactions"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.

8.2. The Supplier shall notify HMRC in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify HMRC within a reasonable time to allow HMRC to consider the proposed Prohibited Transaction before it is due to be put in place.

8.3. In the event of a Prohibited Transaction being entered into in breach of Clause 8.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with HMRC and, in order to ensure future compliance with the requirements of Clauses 8.1 and 8.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to HMRC) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through an escalation process.

8.4. Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 8.1 and 8.2 shall allow HMRC to inform the Enrolled Affiliate of the situation and allow the Enrolled Affiliate to terminate this Unified Agreement.

9. Commissioners for Revenue and Customs Act 2005 and related Legislation

Official Secrets Acts and Related Legislation.

The Supplier shall comply with the following provisions, to the extent applicable to its provision of Online Services to the Enrolled Affiliate:

	<p>9.1. The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without</p>
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prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

9.2. The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

9.3. The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989.

And the parties agree that the Supplier shall not be in breach of this clause as a result of any disclosure of relevant information to, and engagement of, Representatives (as defined in the MBSA) for the provision of the Online Services.

9.4. In the event that the Supplier fails to comply with this clause, the Enrolled Affiliate's shall have the right to terminate this Unified Agreement. For any Enrollment terminated, Microsoft's only obligation is to remove any future payment obligations from future invoices as of the date of the written notice from the Enrolled Affiliate.

Annex 1 Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity ("X") which is either:

- (a) The Economic Operator or Essential Subcontractor ("EOS");
- (b) Part of the same group of companies as EOS. An entity will be treated as within the same group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with IFRS 10 Consolidated Financial Accounts ;
- (c) Any director, shareholder or other person ("P") which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other

	<p>document that EOS's affairs are conducted in accordance with P's wishes.</p> <p>Condition two (Arrangements involving evasion, abuse or tax avoidance)</p> <p>2. X has been engaged in one or more of the following:</p> <p>(a) Fraudulent evasion ;</p>
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	<p>(b) Conduct caught by the General Anti-Abuse Rule ;</p> <p>(c) Conduct caught by the Halifax Abuse principle ;</p> <p>(d) Entered into arrangements caught by a DOTAS or VADR scheme ;</p> <p>(e) Conduct caught by a recognised 'anti-avoidance rule' being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. 'Targeted AntiAvoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;</p> <p>(f) Entered into an avoidance scheme identified by HMRC's published Spotlights list ;</p> <p>(g) Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.</p> <p>Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))</p> <p>3. X's activity in Condition 2 is, where applicable, subject to dispute and/or litigation as follows:</p> <p>https://www.iasplus.com/en/standards/ifrs/ifrs10</p> <p>'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.</p> <p>"General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions</p> <p>"Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others</p> <p>A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and</p>
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	Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance
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	<p>Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.</p> <p>The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.</p> <p>Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: https://www.gov.uk/government/collections/tax-avoidanceschemes-currently-in-the-spotlight</p> <p>(a) In respect of 2(a), either X:</p> <p>(i) Has accepted the terms of an offer made under a Contractual Disclosure Facility ("CDF") pursuant to the Code of Practice 9 (COP9) procedure ; or,</p> <p>(ii) Has been charged with an offence of fraudulent evasion.</p> <p>(b) In respect of 2(b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB: Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.</p> <p>(c) In respect of 2(b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.</p> <p>(d) In respect of 2(f) this condition is satisfied without any further steps being taken.</p> <p>(e) In respect of 2(g) the foreign equivalent to each of the corresponding steps set out above in 3(a) to (c).</p> <p>For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re enacted from time to time including any implementing or successor legislation.</p> <p>The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.</p> <p>Enigma Facility.</p>
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[REDACTED]
[REDACTED]
[REDACTED]

Background Screening: Tax offences.

[REDACTED]
Personnel (including any Subcontractor personnel) found to have been convicted of a tax related offence shall be excluded from the provision of the services described in this Call-Off Contract.

Confidentiality.

For the avoidance of doubt, clause 3 including 3a "Confidential Information" and 3g "Disclosing confidential information pursuant to a request under the Freedom of Information Act" from the [REDACTED], signed by the [REDACTED], signed by the Crown Commercial Service on 30.01.2018 applies in accordance with clause 8.3 of the Framework Agreement.

In addition to Part B, clause 10 and without prejudice to clause 19.4.3, the Parties agree that the confidentiality obligations apply for a period of five (5) years after a Party receives the Confidential Information.

Nothing in the Framework Agreement or this Call-Off Contract will prevent either party from disclosing the other party's Confidential Information to its employees, Affiliates*, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as the Framework Agreement and this Call-Off Contract.

Each party remains responsible for the use of the other party's Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

*"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. "Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

Defence of Third-Party Claims.

The parties agree that clause 6 from the [REDACTED] signed by the Crown Commercial Service on 30.01.2018 applies in accordance with clause 8.3 of the Framework Agreement.

The [REDACTED] Product and Services Data Protection Addendum (as attached) is hereby incorporated into this Call-Off Contract. Notwithstanding incorporated Framework clause 8.3 and clause 8.3 of the Framework Agreement, the parties explicitly agree as follows:

for the purposes of Paragraph 5(d) of Schedule 4 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 8.57 (or any equivalent requirement for consent for the transfer of Personal Data incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract), the Buyer hereby consents to the transfer of Personal Data in accordance with the Personal Data transfer principles and details set out in the MPSDPA;

for the purposes of incorporated Framework clause 8.33 and Paragraph 12(a) and 12(b) of Schedule 4 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 8.57 (or any equivalent provision that is incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract):

the Buyer hereby confirms that, prior to the execution of this Call-Off Contract, it has been provided with details of the Sub-processors that the Supplier will use in connection with the Processing carried out pursuant to this Call-Off Contract;

the Buyer hereby gives its prior written consent to the use of such Subprocessors by the Supplier; and

where any additional or replacement Sub-processors are to process any Personal Data following the execution of this Call-Off Contract, the parties agree that the process for the approval of additional or replacement Sub-processors set out in the MPSDPA shall apply.

Defence of Third-Party Claims.

The Parties will defend each other against the third-party claims described in Section 11 of this Call Off Contract and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending Party is promptly notified in writing of the claim and has the right to control the defence and any settlement of it. The Party being defended must provide the defending Party with all requested assistance, information, and authority, and must take all reasonable action to mitigate its losses arising from the third-party claim. The defending Party will reimburse the other Party for

reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the Parties' sole remedies and entire liability for such claims.

Defence to be provided by the Supplier.

The Supplier will defend the Buyer against any third-party claim to the extent it alleges that any IPR made available by the Supplier for a fee and used within the scope of the license granted (unmodified from the form provided by the Supplier and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If the Supplier is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the IPR with a functional equivalent; or (2) terminate the Buyer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses. The Supplier will not be liable for any claims or damages due to the Buyer's continued use of an IPR after being notified to stop due to a third-party claim.

Defence to be provided by the Buyer.

To the extent permitted by applicable law, the Buyer will defend the Supplier against any third-party claim to the extent it alleges that: (1) any Buyer Data or non-Microsoft software hosted in an online service by the Supplier on the Buyer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) the Buyer's use of any Background IPR or Project Specific IPR or Supplier software alone or in combination with anything else, violates the law or damages a third party.

Intellectual Property Rights.

The Buyer and the Supplier explicitly agree that the IPRs under this Call-Off Contract are not suitable for publication as open source, unless the parties mutually agree on a case-by-case basis to such publication.

Liability.

(1) Notwithstanding Part B clause 2.1 and clause 24 of this Call-Off Contract, no limitation or exclusions will apply to liability arising out of either Party's (i) confidentiality obligations (except for all liability related to Buyer Data which will remain subject to the limitations above); (ii) defence obligations; (iii) violation of the other party's intellectual property rights; or (iv) violation of the Acceptable Use Policy (as provided for and defined within the Supplier Terms);

(2) Notwithstanding Part B clause 24.2.2 of this Call-Off Contract, the Supplier's aggregate liability in respect of Losses arising from breach of the Data Protection Legislation shall be limited to 100% of the

Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.

Data Protection.

The [REDACTED] Product and Services Data Protection Addendum ("MPSDPA") (as attached in the Supplier Terms) is incorporated by reference into this Order Form. Notwithstanding incorporated Framework clause 8.3, the Parties explicitly agree as follows:

for the purposes of Paragraph 5(d) of Schedule 7 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 28.1 (or any equivalent requirement for consent for the transfer of Personal Data incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract), the Buyer hereby consents to the transfer of Personal Data in accordance with the Personal Data transfer principles and details set out in the MPSDPA;

for the purposes of incorporated Framework clause 21.2 and Paragraph 12(a) and 12(b) of Schedule 7 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 28.1 (or any equivalent provision that is incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract):

the Buyer hereby confirms that, prior to the execution of this Call-Off Contract, it has been provided with details of the Subprocessors that the Supplier will use in connection with the Processing carried out pursuant to this Call-Off Contract;

the Buyer hereby gives its prior written consent to the use of such Subprocessors by the Supplier; and

where any additional or replacement Subprocessors are to process any Personal Data following the execution of this Call-Off Contract, the parties agree that the process for the approval of additional or replacement Subprocessors set out in the MPSDPA shall apply.

For the purposes of Paragraph 3.1 of Annex 2 (Joint Controller Agreement) to Schedule 7 of the Framework Agreement, the Buyer agrees that reference to "the Supplier will notify the Buyer without undue delay and within 48 hours of becoming aware" is deleted and replaced with " the Supplier will notify the Buyer promptly in accordance with the MPSDPA". For the purposes of Clause 13.8 of this Call-Off Contract, the Buyer agrees that reference to "the Supplier will notify the Buyer immediately" is deleted and replaced with "the Supplier will notify the Buyer promptly in accordance with the MPSDPA".

	<p>Insurance.</p> <p>The Supplier may, in its sole discretion, fulfil its insurance obligations via commercial insurance, excess insurance, a program of selfinsurance or a combination of any of the aforementioned options. For the avoidance of doubt and notwithstanding anything to the contrary, the Supplier is under no obligation to provide the following to demonstrate compliance of its insurance obligations: (1) receipts for insurance premium, or (2) evidence of payment of the latest premiums due.</p> <p>Customer feedback.</p> <p>Buyer agrees, where possible, to respond to customer satisfaction surveys that we may provide from time to time regarding the services.</p>
Personal Data and Data Subjects	<p>The [REDACTED] Product and Services Data Protection Addendum ("MPSDPA") (as attached in the Supplier Terms and Schedule 7) is incorporated by reference into this Order Form.</p>
Intellectual Property	<p>Not applicable.</p>
Social Value	<p>The Supplier refers the Buyer to the Social Value statements in the Supplier Terms:</p> <ul style="list-style-type: none"> • Fighting climate change • Covid-19 recovery • Tackling economic inequality • Equal opportunity • Wellbeing
Performance Indicators	<p>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. [REDACTED]</p>

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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	Microsoft Limited	HM Revenue & Customs
Name		
Title	Unified Specialist	Senior Category Lead
Signature	 	
Date	19/12/2024	19/12/2024

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

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

The Framework Agreement provisions in clause 2.1 will be modified as follows: a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract' a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer' a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

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.

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

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 Call-Off Contract Charges.

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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:

alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;

alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party; 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:

rights granted to the Buyer under this Call-Off Contract

Supplier's performance of the Services 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:

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

11.8 Clause 11.6 will not apply if the IPR Claim is from: the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

other material provided by the Buyer necessary for the Services

11.9 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> and the Government Security - Classification policy: <https://www.gov.uk/government/publications/governmentsecurity-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitiveinformation-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>
 - 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>

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.

18.2 The Parties agree that the:

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

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

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

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

stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

work with the Buyer on any ongoing work

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

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.

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
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.

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.

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.

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.

The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

its failure to comply with the provisions of this clause

any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

Please refer to the current Unified Support Services Description ("USSD") which will be incorporated by reference and is published by Microsoft from time to time [REDACTED]
[REDACTED] G Cloud Unified service offering is published here:
[REDACTED]

Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term. Services by Support Location:

REDACTED

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:

Support Services Fees.

The items listed in the table above represent the services that Buyer has pre-purchased for use during the term of this Call Off, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable, prepaid service.

Before Microsoft commences or continues provision of Microsoft Support Services, Microsoft must receive a signed copy of this Call Off and Buyer's payment, purchase order or, if applicable, completed Buyer invoice information above. Microsoft will invoice Buyer, and Buyer agrees to pay Microsoft within **30 calendar days** of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Unified Support Services	Year 1	Year 2	Year 3	Total in GBP (excl. VAT)
Fee Summary	29/12/2024 - 28/12/2025	29/12/2025 - 28/12/2026	29/12/2026 - 28/12/2027	

*The [REDACTED] Unified fees described above are based on a tiered rate structure along with the total value each year for Customer's validly licensed, commercially released and generally available Microsoft products, and cloud services subscriptions as identified in Appendix A of this Work Order (collectively, the "Appraised Product Spend") to calculate Customer's [REDACTED] Unified fees for the 3 Years Support Term.

[REDACTED]

Prior to each contract anniversary of the Support Commencement Date, Customer's Appraised Product Spend will be re-calculated for the upcoming contract year. If Customer's product spend increases over the previous 12 months ("Actual Product Spend") by more than **five percent (5%)** above the Appraised Product Spend shown for that year in the Support Services Fee Summary table above, [REDACTED] will recalculate the associated [REDACTED] Unified fees for the upcoming contract year.

The recalculated [REDACTED] Unified fees will be based on the Actual Product Spend and the Unified rates listed in the Rate Table below:

[REDACTED] will invoice the Customer for the difference between the re-calculated price and the original scheduled Microsoft Unified fees sub-total from the Unified Support Services Fee Summary table above.

Enterprise Customer may receive additional Flex Allowance which may be applied towards new proactive services, enhanced services and solutions services, and/or custom proactive services. Should Customer fail to allocate the Flex Allowance prior to the contract anniversary, [REDACTED] may apply the additional Flex Allowance towards new proactive credits.

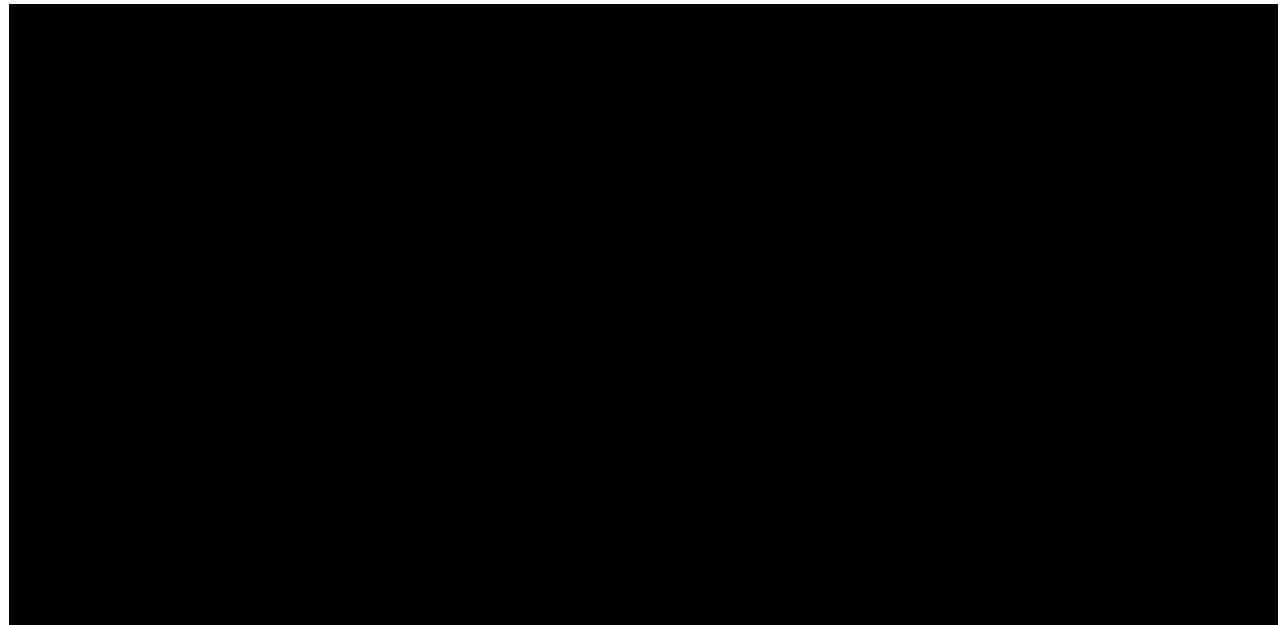
Any modified fees will be documented in an amendment.

Any included fees will be documented in an addendum.		
Billing Schedule	Billing Date	Fee GBP
Year 1 Unified Enterprise		
Year 2 Unified Enterprise		
Year 3 Unified Enterprise		
Total Fees (excluding taxes)		£8,305,285.00

Appendix A

As of the Support Commencement Date, below is a list of your declared licensing enrollments and agreements for which [REDACTED] will provide support services as defined within this Call Off Contract.

[REDACTED]



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	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <p>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</p> <p>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</p>

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
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Default	<p>Default is any:</p> <p>breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</p> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
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	<p>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.</p>

Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
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

<p>Force Majeure</p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <p>acts, events or omissions beyond the reasonable control of the affected Party</p> <p>riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</p> <p>acts of government, local government or Regulatory Bodies</p> <p>fire, flood or disaster and any failure or shortage of power or fuel</p> <p>industrial dispute affecting a third party for which a substitute third party isn't reasonably available</p> <p>The following do not constitute a Force Majeure event:</p> <p>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</p> <p>the event was foreseeable by the Party seeking to rely on Force</p> <p>Majeure at the time this Call-Off Contract was entered into</p>
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	<p>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</p>
<p>Former Supplier</p>	<p>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).</p>
<p>Framework Agreement</p>	<p>The clauses of framework agreement RM1557.14 together with the Framework Schedules.</p>

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 Property Rights or IPR	<p>Intellectual Property Rights are:</p> <p>(a) 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</p> <p>(b) 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</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
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.
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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	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <p>induce that person to perform improperly a relevant function or activity</p> <p>reward that person for improper performance of a relevant function or activity commit any offence:</p> <p>under the Bribery Act 2010</p> <p>under legislation creating offences concerning Fraud at common Law concerning Fraud</p> <p>committing or attempting or conspiring to commit Fraud</p>
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

Protective Measures	Appropriate technical and organisational measures which may include: 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	<p>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-</p> <p>Off Contract, whether those services are provided by the Buyer or a third party.</p>
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-controlscheck-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.
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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	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <p>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;</p> <p>details of the cost of implementing the proposed variation;</p> <p>details of the ongoing costs required by the proposed variation when implemented, including any increase or</p>
	<p>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;</p> <p>a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

This schedule refers to the Microsoft Product and Services Data Protection Addendum “MPSDPA” incorporated into this Call-Off Contract.

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Buyer’s Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier’s Data Protection Officer are: [REDACTED] 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 the Microsoft Product and Services Data Protection Addendum “MPSDPA”.

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 Microsoft Product and Services Data Protection Addendum “MPSDPA” incorporated into this Call-Off Contract for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: <ul style="list-style-type: none">• HMRC employee’s names, contact details, office locations.• Authorised third parties names, contact details, office locations.
Duration of the Processing	<i>Duration of the contract</i>
Nature and purposes of the Processing	<i>To facilitate the fulfilment of the Supplier’s obligations arising under this agreement. HMRC employees or authorised third parties will raise tickets which will include the below personal data.</i>
Type of Personal Data	<i>Names, contact details and office locations of HMRC employees and authorised third parties.</i>
Categories of Data Subject	<i>HMRC employees, Authorised third parties</i>

International transfers and legal gateway	<i>Data is stored in the UK but can be accessed outside of the UK</i>
Plan for return and destruction of the data once the Processing is complete	<i>The data will be retained for the duration of the contract.</i>

The MPSPDA is attached to the Supplier Terms or can be found at this link [\[redacted\]](#)

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") And [insert name of Supplier] ("the Supplier")
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: <ul style="list-style-type: none"> • [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.
3. 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

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

