



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

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## Part A: Order Form

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

<b>Digital Marketplace service ID number</b>	671843445501564
<b>Call-Off Contract reference</b>	Ecm_8929
<b>Call-Off Contract title</b>	New Payment Exception Service NPES
<b>Call-Off Contract description</b>	Cloud Software Lot 2
<b>Start date</b>	8 June 2021
<b>Expiry date</b>	7 June 2023
<b>Call-Off Contract value</b>	<p><b><u>If the Services are not used to make payments to any POca Customers during the initial 2-year contract period:</u></b></p> <p>One Million and One Hundred Thousand Pounds (£1,100,000) approx.</p> <p><b><u>If the Services are used to make payments to some or all POca Customers during the initial 2-year contract period:</u></b></p> <p>Nine Million and Seventeen Thousand Pounds (£9,017,000) approx.</p> <p><b>Redacted section</b></p>
<b>Charging method</b>	Invoice
<b>Purchase order number</b>	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <p>Please note a separate purchase order number will be issued with respect to any</p>

	amount payable to the Supplier in accordance with clause 29.9 of Part B.
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This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

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

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

<b>From the Buyer</b>	Secretary of State for Work and Pensions ██ ██████████ ██████████ ██████████ ██████████
<b>To the Supplier</b>	I-Movo Limited ██████████████████ ██████████ ████████████████████ ██████████████ ██████████ ████████████████████

## Together the 'Parties'

### Principal contact details

#### For the Buyer:

Title: Commercial Lead

Name: [REDACTED]

Email: [REDACTED]@dwp.gov.uk

Phone: [REDACTED]

#### For the Supplier:

Title: Manager Director

Name: [REDACTED]

Email: [REDACTED]@i-movo.com

Phone: [REDACTED]

### Call-Off Contract Term

<b>Start date</b>	<p>This Call-Off Contract Starts on <b>8 June 2021</b> and is valid for 24 months</p> <p>The date and number of days or months is subject to clause 1.2 in Part B below.</p>
<b>Ending (termination)</b>	<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 notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

<b>Extension period</b>	This Call-off Contract can be extended by the Buyer for 2 (two) period(s) of up to 12 (twelve) months each, by giving the Supplier 60 days written notice before its Expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.
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## 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.

<b>G-Cloud lot</b>	This Call-Off Contract is for the provision of Services under: <ul style="list-style-type: none"> <li>Lot 2: Cloud software</li> </ul>
<b>G-Cloud services required</b>	The Services to be provided by the Supplier are specified in Schedule 1.  There is no guarantee of volume of any Services under this Call Off Contract.
<b>Additional Services</b>	NOT USED
<b>Location</b>	The Services will be delivered nationally throughout the UK.
<b>Quality standards</b>	The quality standards required for the Services are specified in Schedule 1 (and its appendices).
<b>Technical standards:</b>	The technical standards required for the Services are specified in Schedule 1 (and its appendices).

<b>Service level agreement:</b>	The Service Level and availability criteria required for the Services are specified in specified in Appendix 4 of Schedule 1 (DWP service level agreement and related service credits).
<b>Onboarding</b>	The on boarding of Buyer's or Other Department Users' staff as part of the Services, will be as specified in Appendix 5 to Schedule 1 (the "Onboarding Plan").
<b>Offboarding</b>	The Off boarding of Buyer's or Other Department Users' staff at the end of this Call-Off Contract or during the Call-Off Contract (as applicable), will be as specified in Appendix 6 to Schedule 1, unless otherwise reasonably directed by the Buyer or agreed by the Parties.
<b>Collaboration agreement</b>	Not Used
<b>Limit on Parties' liability</b>	<ul style="list-style-type: none"> <li>• The annual total liability of either Party for all Property Defaults will not exceed the Charges paid by the Buyer to the Supplier in the previous 12 months.</li> <li>• In relation to Buyer Data Defaults, the annual total liability for the Supplier will not exceed [REDACTED] including for the following types of loss which will be regarded as direct and will be recoverable by the Buyer: <ul style="list-style-type: none"> <li>➤ regulatory losses or fines arising directly from the Supplier's breach of the Data Protection Legislation;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>➤ other liabilities suffered by the Buyer in connection with a Personal Data Breach</li> <li>• The annual total liability for all other Defaults will not exceed the greater of:</li> </ul> <p><b>Section redacted</b></p> <ul style="list-style-type: none"> <li>• With respect to the total annual liability specified for Other Defaults, where the total annual liability increases part way through an annual period in accordance with the above, the increased liability limit shall be effective and apply for the whole of the applicable annual period.</li> <li>• For the avoidance of doubt, save to the extent specified, any limitation of liability specified in this Call-Off Contract shall not apply to the liability of any Subcontractor to the Buyer, where the Buyer is added as a party to the Subcontract.</li> </ul>
<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services (in accordance with Clause 9 of Part B). This professional indemnity insurance cover will have a minimum limit of indemnity of [REDACTED] for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance cover held by the Supplier with a minimum limit of [REDACTED] or any higher minimum limit required by Law</li> </ul>
<b>Force majeure</b>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive days.</p>

	This section relates to clause 23.1 in Part B below.
<b>Audit</b>	In addition to any audit related provisions incorporated into this Call-Off Contract via Part B to this agreement, the audit provisions/requirements specified in Appendix 11 to Schedule 1 apply to the Call-Off Contract (once incorporated into this Call-Off).
<b>Buyer's responsibilities</b>	The Buyer is responsible for items included in Part A of Appendix 1 to Schedule 1.
<b>Buyer's equipment</b>	NOT USED

### Supplier's information

<b>Regulated Entities</b>	<p>Regulated Entities means such organisation as are authorised by and/or fall under the supervision of the Financial Conduct Authority, the Prudential Regulatory Authority and/or the Payment Systems Regulator and used to facilitate the provision of the payment service; limited to the following organisations unless agreed otherwise by the Parties:</p> <p><b>Selection Redacted</b></p>
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<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p><b>Section redacted</b></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.

<b>Payment method</b>	The payment method for this Call-Off Contract is via Bacs Payment
<b>Payment profile</b>	The payment profile for this Call-Off Contract is monthly in arrears.
<b>Invoice details</b>	The Supplier will issue electronic invoices monthly in arrears and within 10 days of month end. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
<b>Who and where to send invoices to</b>	<p>BACS: Invoices will be sent to DWP PO Box 406, SSCL Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ</p> <p>email: APinvoices-DWP-U@gov.sscl.com</p>
<b>Invoice information required</b>	<p>All invoices must include sufficient information to allow full validation by the Department, Including</p> <p>Purchase Order number,</p> <p>Breakdown of fixed costs</p> <p>Transactional cost/banding</p> <p>Instrument of payment</p>

	<p>One invoice per Government Department</p> <p>By Benefit type</p>
<b>Invoice frequency</b>	<p>Invoices for the one-off set-up costs is as stated in Appendix 1 to Schedule 1, will be sent to the Buyer as the associated costs are incurred by the Supplier in accordance with Appendix 1 to Schedule 1, with all other Charges invoiced monthly in arrears.</p>
<b>Call-Off Contract value</b>	<p><b>Section redacted</b></p> <p>The total estimated value of this Call-Off Contract for the initial 2-year period is Nine Million and Seventeen Thousand Pounds (£9,017,000) based on the volumes forecast, however volumes may be greater or less than forecast, and there is no guarantee of volumes of the Services under this Call Off Contract.</p> <p><b><u>Extension Option:</u></b></p> <p>The total estimated value of the 2-year extension option is: 4 Million and Four Hundred Thousand Pounds (£4,400,000) with respect to the first 12 months, and 4 Million Pounds (£4,000,000) with respect to the second 12 months, of the extension period. These figures are based on current volume forecasts and the assumption that payments to some or all POca Customers will be made via the Services during such extension period, however it is expected that volumes during any extension period could be considerably lower than forecast, with an according reduction in value of any extension period(s).</p> <p>Please note the above amounts do not include the additional amount which may be payable to the Supplier in accordance clause 29.9 of Part B.</p>
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is as specified in Schedule 2.</p>

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## Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>This Call-Off Contract will include the following;</p> <ul style="list-style-type: none"> <li>• Functionality of the Services shall be in accordance with Appendices 1 to 13 of Schedule 1 and any further reasonable supplementary instructions from the Buyer.</li> </ul> <p>Pursuant to the above, the online system which is to be used by the Buyer as part of the Services, must have functionality and a design equivalent to and/or comparable at a minimum with that illustrated in the screen shots in the document incorporated as Appendix 10 to Schedule 1 (unless agreed otherwise by the Buyer).</p> <ul style="list-style-type: none"> <li>• The Supplier shall provide a detailed Implementation Plan without undue delay following the commencement of the Call-Off Contract Term (covering all pre-production processes specified in the Onboarding Plan and all other reasonably required processes and steps still to be completed to allow the Buyer to utilise the Services by 2 August 2021 or such other date agreed by the Parties), for approval by the Buyer (such approval not to be unreasonably withheld).</li> </ul> <p>All outstanding actions as of the commencement of the Call-Off Contract Term detailed in the document incorporated as Appendix 14 to Schedule 1 are to be included in the Implementation Plan unless agreed otherwise by the Buyer.</p> <p>Once the Implementation Plan is approved, the Supplier will carry out the steps detailed in the Implementation Plan in accordance with the agreed timetable.</p> <ul style="list-style-type: none"> <li>• Subject to the Buyer providing reasonable assistance required by the Supplier, the Supplier shall provide fully tested, fit for purpose Services (a service which</li> </ul>
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	<p>satisfies the Buyer's requirements as set out in this Call-Off Contract), for use by the Buyer on the 2<sup>nd</sup> August 2021 (or such other date as agreed by the Parties).</p> <ul style="list-style-type: none"> <li>The Buyer has the right to conduct an operational readiness review of the Services (including a full Risk Assessment of the systems to be used for the Services) on or after the 2<sup>nd</sup> of August 2021 (or such other date as agreed by the Parties) to determine if the above obligations have been satisfied. The Supplier will provide any reasonable assistance required by the Buyer to carry out such review, and will undertake any required remedial actions necessary to satisfy the above obligations, identified by the Buyer (acting reasonably) during such review.</li> </ul> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Guarantee</b>	<p>This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer, before the Call-Off Start Date.</p> <p>For the avoidance of doubt, the fully executed Guarantee is included at Schedule 5, in place of the template. <b>Schedule Redacted</b></p>
<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that the Services shall be in accordance with Appendix 1 to Schedule 1.</p>
<b>Supplemental requirements in addition to the Call-Off terms</b>	<ul style="list-style-type: none"> <li>The Supplier will provide to the Buyer the management information specified in Appendix 12 to Schedule 1.</li> <li>The Supplier will comply with the security requirements and standards specified in Appendix 9 to Schedule 1.</li> <li>Clause 29.9 TUPE Indemnity is added to Part B</li> </ul>

	<ul style="list-style-type: none"> <li>• Clause 34 (Financial Assurance) is added to Part B.</li> <li>• Clause 35 (Transparency and Open Book Data) is added to Part B.</li> </ul> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Alternative clauses</b>	Not used
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<ul style="list-style-type: none"> <li>• As noted above, Clause 34 (Financial Assurance) is added to Part B.</li> <li>• As noted above, Clause 35 (Transparency and Open Book Data) is added to Part B.</li> <li>• Clause 19.5.4 of Part B is amended to include a reference to Schedule 7.</li> <li>• Clause 2.1 of Part B is amended to incorporate sections 7.4-7.13 of the Framework Agreement into this Call-Off Contract.</li> <li>• Clauses 6.1 and 6.2 of Part B are amended to incorporate Appendix 7A to Schedule 1 into this Call-Off Contract.</li> <li>• Clause 6.3 of Part B is added to incorporate Appendix 7B to Schedule 1 into this Call-Off Contract (Subcontractor's Business Continuity Plan)</li> <li>• Clause 11.3 of Part B is amended to exclude the grant of the specified IPRs to the Buyer.</li> <li>• A Risk Assessment definition is added to Schedule 6.</li> </ul>

	<ul style="list-style-type: none"> <li>• A POca Call-Off definition is added to Schedule 6.</li> <li>• A POca Customers definition is added to Schedule 6.</li> <li>• A Customers definition is added to Schedule 6.</li> <li>• An Other Department User definition is added to Schedule 6.</li> <li>• The definitions of GDPR, Force Majeure, Former Supplier, Laws, Subcontract and Subcontractor in Schedule 6 are amended.</li> </ul>
<b>Public Services Network (PSN)</b>	NOT USED
<b>Personal Data and Data Subjects</b>	As set out in Annex 1 of Schedule 7.

## 1. Formation of contract

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

## 2. Background to the agreement

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

<b>Signed</b>	<b>Supplier</b>	<b>Buyer</b>
<b>Name(s)</b>	██████████ ██████████	██████████
<b>Title</b>	██████████████████ ██████████████████	████████████████████ ██████████████████
<b>Signature(s)</b>		
<b>Date</b>	8 June 2021	8 June 2021

## Schedule 1: Services

1. The services the Supplier is capable of providing through the Digital Market Place are described and priced according to Appendix 3 to this Schedule (the "Service Definition").
2. The Supplier will provide to the Buyer in accordance with this Call-Off Contract, for use by the Buyer and the Other Department Users, the services specified in Appendix 1 (i-movo service order\_0220), in accordance with:
  - how those services are defined in the Service Definition;
  - the DWP Business Requirements and Acceptance Criteria, and the Supplier' s responses to the DWP Business Requirements and Acceptance Criteria, detailed in Appendix 2; and
  - any further reasonable instructions from the Buyer during the course of this Call-Off Contract.

For the avoidance of doubt, further reasonable instructions could include an instruction to commence or cease provision of any of the individual services specified in Appendix 1, for the remaining duration of the Call-Off Contract or for a specified period of time.



3. The Services can only be used to make payments to POca Customers from the date the Parties agree the variation to this Call-Off Contract, pursuant to clause 29.9 of Part B.

## **Schedule 1 Appendices**

**Appendix 1 Service Order\_0220 – Redacted due to commercial sensitivity.**

**Appendix 2 Business Requirements- Redacted due to commercial sensitivity.**

### **Appendix 3 Service Definition Document**



Appendix 3 Service  
Definition V2.1.pdf

**Appendix 4 Service Levels and Service Credits- Redacted due to commercial sensitivity.**

**Appendix 5 Onboarding - Redacted due to commercial sensitivity.**

**Appendix 6 Offboarding- Redacted due to commercial sensitivity.**

**Appendix 7A Business Continuity Plan - Redacted due to commercial sensitivity.**

**Appendix 7B Subcontractor Business Continuity Plan - Redacted due to commercial sensitivity.**

**Appendix 8 PayPoint settlement agreement - Redacted due to commercial sensitivity.**

**Appendix 9 DWP Security Standards - Redacted due to commercial sensitivity.**

**Appendix 10 – Functionality of online system - Redacted due to commercial sensitivity.**

**Appendix 11 DWP Audit requirements - Redacted due to commercial sensitivity.**

**Appendix 12 Management Information - Redacted due to commercial sensitivity.**

**Appendix 13 Financial Transparency Template - Redacted due to commercial sensitivity.**

**Appendix 14 Outstanding actions - Redacted due to commercial sensitivity.**

## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document with respect to G-Cloud 12) can't be increased during the term of the Call-Off Contract, however, if the Buyer and Supplier agree that lower Call-Off Contract Charges shall apply, or the Supplier lowers the applicable pricing on the Digital Market Place, during the term of this Call-Off Contract, such lower Call-Off Contract Charges shall apply from the date of the agreed or published (as applicable) reduction in Call-Off Contract Charges. The detailed Charges breakdown for the provision of Services during the Term in line with the above, are specified in:

- Appendix 1 to Schedule 1 (i-movo work order); and
- Appendix 1 to this Schedule 2 (i-movo pricing schedule).

Where there is a conflict between the Charges specified in the above appendices, the lower Charge specified will prevail. In all other cases Appendix 1 to Schedule 1 has precedence in case of conflict.

Schedule 2 Appendices

### **Appendix 1 Pricing Schedule –**

**Redacted due to commercial sensitivity.**

## Buyer Benefits

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

## Part B: Terms and conditions

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

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

### 2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 7.4 (What will happen during the Framework Agreement's Term)
- 7.5 to 7.7 (what will happen when the Framework Agreement Ends)
- 7.8 to 7.10 (What will happen during an audit or inspection)
- 7.11 to 7.13 (Costs of conducting audits or inspections)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)

- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

## 5. Due diligence

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

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

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

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

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

## 6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions. For the avoidance of doubt the Supplier's continuity and disaster recovery plan is incorporated as Appendix 7A to Schedule 1.
- 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 and will be in accordance with the business continuity and disaster recovery plan incorporated as Appendix 7A to Schedule 1, unless the Parties agree otherwise.
- 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.
- 6.4 The Supplier will ensure the Subcontractor PayPoint Payment Services Limited complies at all times with the business continuity and disaster recovery plan incorporated as Appendix 7B to Schedule 1 when providing the Subcontractor services to the Supplier, pursuant to this Call-Off Contract.

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

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any

undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- 9.2.1 during this Call-Off Contract, Subcontractors (including, PayPoint Payment Services Limited, but excluding all other Regulated Entities) 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 [REDACTED]
- 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 [REDACTED] 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 [REDACTED] for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

For the purpose of this Agreement the term "agent" shall not include a Payment Agent (as defined in the Order Form).

- 9.3 If requested by the Buyer, the Supplier will seek to obtain additional insurance policies, or extend existing policies bought under the Framework Agreement to provide no lesser cover than the insurance specified in the Order Form. Nothing in this clause will require the Buyer to increase the insurance level specified in the Order Form.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- 9.4.1 a broker's verification of insurance
  - 9.4.2 receipts for the insurance premium
  - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
  - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
  - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- 9.8.1 premiums, which it will pay promptly
  - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

## 10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.



## 11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs (excluding the IPRS of the Regulated Entities) and Background IPRs (excluding IPRs in the Supplier's proprietary software and commercial off the shelf software) so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 11.5.1 rights granted to the Buyer under this Call-Off Contract
  - 11.5.2 Supplier's performance of the Services
  - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
  - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
  - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
  - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
  - 11.7.3 other material provided by the Buyer necessary for the Services

- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

### 12.1 The Supplier must:

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

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

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

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

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

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

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

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

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

## 13. Buyer data

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

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

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

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

- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:  
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:  
<https://www.gov.uk/government/publications/government-security-classifications>
  - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:  
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:  
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:  
<https://www.ncsc.gov.uk/collection/risk-management-collection>
  - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:  
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
  - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:  
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
  - 13.6.6 buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

## 14. Standards and quality

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

## 15. Open source

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

## 16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:

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

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

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

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result

in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and Expiry

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

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

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

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

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

- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or Expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
  - 8 (Recovery of sums due and right of set-off)
  - 9 (Insurance)
  - 10 (Confidentiality)
  - 11 (Intellectual property rights)
  - 12 (Protection of information)
  - 13 (Buyer data)
  - 19 (Consequences of suspension, ending and expiry)
  - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
  - 8.44 to 8.50 (Conflicts of interest and ethical walls)
  - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law or required to comply with Schedule 7.
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

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

## 20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
  - Deemed time of delivery: 9am on the first Working Day after sending
  - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

## 21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18-month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:



- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition
- 22. Handover to replacement supplier
  - 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
    - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
    - 22.1.2 other information reasonably requested by the Buyer
  - 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

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

## 23. Force majeure

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

## 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

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

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

## 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

## 26. Equipment

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

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

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

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

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

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations

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

- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
  - 29.2.2 age
  - 29.2.3 start date
  - 29.2.4 place of work
  - 29.2.5 notice period
  - 29.2.6 redundancy payment entitlement
  - 29.2.7 salary, benefits and pension entitlements
  - 29.2.8 employment status
  - 29.2.9 identity of employer
  - 29.2.10 working arrangements
  - 29.2.11 outstanding liabilities
  - 29.2.12 sickness absence
  - 29.2.13 copies of all relevant employment contracts and related documents
  - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
  - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

29.9 Subject to the Parties agreeing in writing as a variation to this Call-Off Contract:

- a. the Buyer's aggregate liability for any Redundancy Payments (as defined in Schedule 8); and
- b. the final wording to be included in Schedule 8 (including whether additional related indemnities are to be included in Schedule 8),

the Buyer will indemnify the Supplier for Redundancy Payments and any other agreed liabilities up to the agreed amounts, in accordance with Schedule 8, as amended.

### 30. Additional G-Cloud services

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

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

### 31. Collaboration

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

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

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

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

### 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

### 33. Data Protection Legislation (GDPR)

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

### 34. Financial Assurance

- 34.1 Unless prohibited from doing so under the Law, the Supplier is required to disclose to the Buyer without undue delay any material changes to the Supplier that impacts on its on-going financial viability including details of the revenue replacement strategy and impact awareness on its organisation's profitability and stability where significant contracts are due to end.
- 34.2 Unless prohibited from doing so under the Law, the Supplier is required to notify the Buyer without undue delay of proposed changes to the organisational control or group structure, proposed mergers or acquisitions or proposed changes to the Supplier's financial viability.
- 34.3 Unless prohibited from doing so under the Law, only where requested by the Buyer, the Supplier is required to provide any financial information which could include but is not limited to a copy of the Supplier's annual accounts and annual returns, subject to any such request being reasonable.

## 35 FINANCIAL TRANSPARENCY OBJECTIVES AND OPEN BOOK DATA

### 35.1 Financial Transparency Objectives

The Supplier acknowledges that the provisions of this clause are designed (inter alia) to facilitate, and the Supplier shall co-operate with the Authority in order to achieve, the following objectives:

#### **(a) Understanding the Charges**

- (i) for the Authority to understand any payment sought from it by the Supplier including an analysis of the costs, overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and the Supplier profit margin included in the Charges;

(ii) for both Parties to be able to understand the financial model employed by the Supplier and cost forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;

The Parties agree the above objectives will be satisfied by the Supplier fully and accurately completing the Financial Transparency Template (Annex 13, to Schedule 1) annually and providing any further information with respect to the Charges reasonably requested by the Buyer, without undue delay, as requested by the Buyer during the Call-Off Contract Term.

**(b) Agreeing the impact of change**

(i) for both Parties to agree the quantitative impact of any changes that affect ongoing costs and to identify how these could be mitigated and/or reflected in the Charges (in accordance with Schedule 2);

(ii) for both Parties to be able to review, address issues with and re-forecast progress in relation to the provision of the Services;

**(c) Continuous improvement**

(i) for the Parties to challenge each other with ideas for efficiency and improvements such as but not limited to removal of elements of the Service that may result in a reduction of the Charges subject to the provisions of 35.1 (b) (i); and;  
and

(ii) to enable the Authority to demonstrate that it is achieving value for money for the tax payer relative to current market prices,

(together the “Financial Transparency Objectives”).

## 35.2 OPEN BOOK DATA

35.2 The Supplier acknowledges the importance to the Authority of the Financial Transparency Objectives and the Authority’s need for complete transparency in the way in which the Charges are calculated.

35.3 During the Term, and for a period of 7 years following the end of the Term, the Supplier shall disclose to the Authority and its agents, any records and accounts relating to the Service requested by the Authority, that it is required to keep and maintain under the terms of this Call-Off Contract, at no cost to the Buyer.

### Schedule 3: Collaboration agreement – Not used



## Schedule 4: Alternative clauses – Not used

Schedule 5: Guarantee - **Redacted due to commercial sensitivity.**

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>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</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.

<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	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.

<b>Customer</b>	An individual who is the intended recipient of a payment to be delivered via the Services, from the Buyer and/or Other Department User.
<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor for the Buyer under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data held by the Processor for the Buyer in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	Data Protection Legislation means: (i) the GDPR (together with its amendments, updates and replacements from time to time, as applicable), the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
<b>Data Subject</b>	Takes the meaning given in the GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <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>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )

<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party (including a breakdown of the national banking systems which facilitate bank to bank transfers within the UK, subject to such breakdown affecting the majority or the whole of the UK banking industry and not just the Subcontractors)</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• 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</li> </ul>
<b>Former Supplier</b>	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 subcontractors of such supplier (or any subcontractor of such subcontractors).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
<b>Fraud</b>	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.
<b>Freedom of Information Act or FoIA</b>	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.

<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>GDPR</b>	General Data Protection Regulation (Regulation (EU) 2016/679)
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee incorporated at Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be:



	<ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy (including but not limited to restrictions with respect to market announcements and declarations to which a PLC is subject to, as applicable), mandatory guidance or

	code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.
<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.

<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Other Department Users</b>	<p>The following departments, and any other departments approved by the Buyer and notified to the Supplier during the Term of the Call-Off Contract:</p> <ul style="list-style-type: none"> <li>- Scottish Government;</li> <li>- Veterans Agency; and</li> <li>- Department of Communities.</li> </ul>
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>POca Call-Off</b>	The call-off agreement entered into by the Buyer and Post Office Limited dated 3 March 2015, as amended.
<b>POca Customer</b>	An individual who on or after the Start date receives a payment or payments from the Buyer (or an organisation operating through the Buyer) via the services delivered pursuant to the POca Call-Off.
<b>Processing</b>	Takes the meaning given in the GDPR.
<b>Processor</b>	Takes the meaning given in the GDPR.

<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.

<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	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).
<b>Risk Assessment</b>	A risk assessment carried out together by the Supplier and Buyer to identify and analyse potential risks with respect to the delivery of the Services provided under this Call Off Contract.
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier (and Buyer, if necessary to comply with applicable Laws) and a subcontractor in which the subcontractor agrees to provide to the Supplier (and Buyer, if necessary to comply with applicable Laws) 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.
<b>Subcontractor</b>	Any third party engaged by the Supplier (and Buyer, if necessary to comply with applicable Laws) 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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier staff</b>	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.
<b>Supplier terms</b>	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.
<b>Term/Call-Off Contract Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: GDPR Information

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

### Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: (who can be contacted at: [data.protectionofficer@dwp.gov.uk](mailto:data.protectionofficer@dwp.gov.uk))
- 1.2 The contact details of the Supplier's Data Protection Officer are: (who can be contacted at: [privacy@paypoint.com](mailto:privacy@paypoint.com))
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data listed below.</p> <p>It is acknowledged that in certain cases the Supplier's Subprocessors may be Independent Controllers with respect to the Personal Data passed to them, and in such cases the Supplier will use all reasonable endeavours and where applicable to give effect to the terms set out in paragraphs 17-28 of Framework Agreement Schedule 4 (Independent Controllers of Personal Data) in its agreements with such Subprocessors.</p>
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	Purpose: For those Customers who are unable to use any other method of payment, the Department needs to provide an alternative

	<p>method to pay these Customers. This limited personal data is shared to enable the supplier to issued vouchers and distribute payments to such Customers.</p> <p>Nature: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Customers Name</li> <li>• Customers National Insurance Number</li> <li>• Customer Address</li> <li>• Customers Telephone number</li> <li>• Customers email address</li> <li>• Customer date of birth</li> <li>• Customers voucher details (including details relating to applicable distribution mechanisms)</li> </ul>
Categories of Data Subject	Customers of the voucher scheme
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under applicable Law to preserve that type of data	Destroyed 7 Years following the end of the Call-Off Contract, unless instructed otherwise by the Buyer. Exit Plan currently in development and will provide specific detail.
Permitted transfer of Buyer Personal Data	<p>Pursuant to clause 12.3 of Part B, the Supplier is permitted to transfer Buyer Personal Data to the following, to the extent needed for the provision of the Services:</p> <div style="background-color: black; width: 100%; height: 150px; margin: 10px 0;"></div> <p>For the avoidance of doubt, such consent can be varied or revoked at any time by the Buyer.</p>



Schedule 8: TUPE Indemnity - **Redacted due to commercial sensitivity.**