



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.

Digital Marketplace service ID number	4802825620029440
Call-Off Contract reference	Con_19783
Call-Off Contract title	Dynamics CRM Managed Service
Call-Off Contract description	A Managed Service providing ongoing support and continuous improvement to the technical Infrastructure of the Legal Ombudsman Dynamics CRM managed service.
Start date	01 April 2021
Expiry date	31 st March 2023
Call-Off Contract value	£666,000 ex VAT
Charging method	BACS Transfer
Purchase order number	TBC

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.

FRAMEWORK AGREEMENT: Terms and Conditions

G-Cloud

From the Buyer	<p>The Secretary of State for Justice (102 Petty France LondonSW1H 9AJ)</p> <p>for the benefit of the Legal Ombudsman (Edward House, Quay Place Edward Street, Birmingham, B1 2RA) ("The CUSTOMER")</p>
To the Supplier	<p>Version 1 Solutions Ltd +44 (0)1543 444707</p> <p>Grosvenor House, Prospect Hill, Redditch, Worcestershire, B97 4DL <u>Company number:</u> 3438874</p>
Together the ‘Parties’	

Principal contact details

For the Buyer:

Buyer	The Legal Ombudsman “Buyer”
Buyer Address	Edward House, Quay Place, Birmingham, B1 2RA
Invoice Address	Edward House, Quay Place, Birmingham, B1 2RA

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G-Cloud

Principal Contact	[REDACTED]
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For the Supplier:

Supplier	Version 1 Solutions Limited “Supplier”
Supplier’s Address	[REDACTED]
Account Manager	[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01 April 2021 and is valid for 24 months
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The 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>

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Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 periods of 12 months each, by giving the Supplier 30 days written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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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.

G-Cloud lot	<p>This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.</p> <p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud services required	<p>To provide agreed Maintenance, Support, requested and required innovation, and change as relates to the Legal Ombudsman AzureEnvironment</p> <p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> • Secure Dynamics CRM Managed Service on Azure

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Additional Services	No Additional Services
Location	The Services will be delivered at Edward House, Birmingham, B1 2RA or as instructed, or Version 1 premises, or remotely as agreed with the customer
Quality standards	The quality standards required for this Call-Off Contract are as described in the Statement of Work (Schedule 1). Also, the quality standards required for this Call-Off Contract are as per the Supplier's G-Cloud Service Definition and UK Government best practice as defined by the Gov.UK Service Manual for the development of Digital Services
Technical standards:	The technical standards required for this Call-Off Contract are as described in the Statement of Work (Schedule 1). Also, Technical solutions will be delivered in line with best practice in line with Microsoft solutions on Azure, UK Government Security standards and Version 1's ISO 27001 accreditation.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as per the Supplier's G-Cloud Service Definition.</p> <ul style="list-style-type: none"> • The response time is the elapsed time from the time the call is logged and recorded in the service desk system to the time when a member of the support team carries out an initial incident triage and updates the customer. • The update time is the frequency of reporting by our team to LeO users regarding progress in resolving the incident. This update would normally be via email or phone and details are added to the call record in LANDesk. • The resolution time for a call is the elapsed time from the time the call is logged with the service desk to the time of resolution and/or to provide an agreed workaround until the incident is fully resolved. The "clock" will stop when the incidents is with the customer in order to get further information or carry out UAT. <p>The table below outlines our call categories, and associated response and update times.</p>

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Level	Description	Response Time	Update Time	Service Restoration	Target Resolution
P1	Critical Business Service or Function unavailable, severely degraded, or inaccessible	30 mins	Every 30 mins	2 hours	4 hours
P2	Critical Business Service or Function severely degraded	1 hour	1 hour / As agreed	4 hours	1 working day
P3	Non-Critical Business Service Function unavailable or degraded	2 hours	Daily / As agreed	2 working days	2 working days
P4	Non-Critical Business Service Function disrupted but workaround available	4 hours	As agreed	7 working days	7 working days
P5	A question, query, or minor bug	8 hours	As agreed	As agreed	As agreed

Our Standard Service Levels are based on prioritisation of calls and consider impact and urgency, rather than being purely based on the subjective nature of the issue. We will use the following methodologies to determine the priority of an incident. While Version 1 will understand your business and can apply prioritisations, ultimately you the customer are in a better position to know the true impact and urgency of any issue in your business. Therefore, you in LeO can escalate the priority on any incident. In return we do expect reasonable usage policy to be applied for escalations.

If an Incident has been raised by the Customer to the Service Desk and at any stage during the resolution of this incident it needs to be re-assigned to Daisy to assist from an infrastructure perspective, the Version 1 “SLA clock” will stop. This is until the required work is completed by Daisy and the incident is re-assigned back to Version 1. The clock will then continue until the incident is fully resolved by Version 1.

Version 1 service desk provided 07:00 to 19:00 Monday to Friday (excluding bank holidays). Fully monitored 24*7 service available for P1 incidents.

The tables below are used by our consultants to assign a priority to an incident.

1. The impact AND urgency of the incident is established with the customer.
2. Based on the impact and urgency values a priority of the incident is assigned.
3. LeO can escalate the priority of any incident (reasonable use policy applies).

Table A: is used to identify the impact and urgency of an incident.

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	<table><tr><th>Impact</th><th>Urgency</th></tr><tr><td>1. Major - Critical Business Service or Function unavailable or inaccessible</td><td>1. Critical - Immediate fix required</td></tr><tr><td>2. Significant - Critical Business Service or Function severely degraded</td><td>2. Urgent</td></tr><tr><td>3. High - Non-Critical Business Service or Function unavailable or degraded</td><td>3. High</td></tr><tr><td>4. Moderate - Non-Critical Business Service or Function disrupted, but work-around available</td><td>4. Medium</td></tr><tr><td>5. Minor - Question, query, or minor bug</td><td>5. Low – Next scheduled release</td></tr></table>	Impact	Urgency	1. Major - Critical Business Service or Function unavailable or inaccessible	1. Critical - Immediate fix required	2. Significant - Critical Business Service or Function severely degraded	2. Urgent	3. High - Non-Critical Business Service or Function unavailable or degraded	3. High	4. Moderate - Non-Critical Business Service or Function disrupted, but work-around available	4. Medium	5. Minor - Question, query, or minor bug	5. Low – Next scheduled release																																	
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	5	4	4	4	5	5																																								
Onboarding	<ul style="list-style-type: none">An onboarding plan for this Call-Off Contract is not required																																													
Offboarding	<p>The offboarding plan for this Call-Off Contract is attached:</p> <p>[REDACTED]</p>																																													
Collaboration agreement	Not required																																													

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Limit on Parties' liability	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). [Clause 24.1 in Part B below provides a definition of Other Defaults.]</p> <p>[Consider what figure will represent adequate cover for potential loss for contract breaches. 125% is often used or include a figure that adequately covers your potential loss.]</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract] ● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law). <p>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</p>
Force majeure	<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 30 consecutive days.</p>

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Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>Framework Agreement Clause 7.4</p>
Buyer's responsibilities	<ul style="list-style-type: none"> • Providing access to LeO site, personnel and services as required under the service delivery • LeO will provide network access as required, subject to the LeO security policies and procedures • Approve any proposed Request for Change (RFC) • There is a strict and timely review and signoff process • UAT Testing and sign-off at agreed time • The Legal Ombudsman will prepare scripts for User Acceptance Testing (UAT). These scripts must test the application at a module and scenario level to ensure full technical and business test of the solution. • Production sign-off at an agreed time • Confirm closure for any fixes to the system (calls will be closed after a period of time if there is no response) • Inform Service Desk of planned outages • Inform Service Desk of any nominated contact changes • Ensuring ongoing licence compliance (where Version 1 does not have responsibility) • All client PC implications
Buyer's equipment	All client devices (including PCs, tablets and mobiles), printers and equipment necessary to connect to the CMS

Supplier's information

Subcontractors or partners	None
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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.

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Payment method	The payment method for this Call-Off Contract is BACS Transfer.
Payment profile	<p>The payment profile for this Call-Off Contract is:</p> <ul style="list-style-type: none">Quarterly in advance for Managed Service Provision on a fixed price basis and in line with agreed rate card <p>monthly in arrears based on services delivered on a Time and Materials basis and in line with agreed rate card.</p>
Invoice details	The Supplier will issue electronic invoices Quarterly in advance for Managed Service Provision and Monthly in arrears for Development Services. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to olc.finance@legalombudsman.co.uk
Invoice information required	All invoices must include a valid PO Number and full details of the service provided.
Invoice frequency	The invoice will be sent to the buyer Quarterly in advance for Managed Service Provision and Monthly in arrears for Development Services.
Call-Off Contract value	The total value of this Call-Off Contract is £666,000 (ex VAT)
Call-Off Contract charges	[REDACTED]

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Additional Buyer terms

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Performance of the
Service and
Deliverables

Service Performance is calculated by attributing points to each ticket raised in the categories of P2 to P4

Example scenario:

A minimum of 20 calls must be raised per month for this to apply. There were 50 tickets raised in this scenario month. Each category of ticket, P2 through to P4 has points associated as shown in the points per call column of the table below.

Category	Points Per Call	Calls Raised	Failed Calls	Points Available	Points Gained
P2	5	20	3	100	85
P3	2	15	1	30	28
P4	1	15	1	15	14

For each ticket successfully achieved within the agreed SLA timeframe the points are “gained” by the MSP. In the scenario there is a total of 145 points available in the month and the MSP has “gained” 127 points. Therefore, the calculation is as follows:

$$\frac{\text{Points Gained}}{\text{Points Available}} = \frac{127}{145} = 87.59\%$$

Using the service credit regime table below, the percentage falls into the 4% category, meaning the failure would attract a service credit of 4% the month’s entire service cost.

Lower	Upper	Credit
90.000	100.000	0%
80.000	89.999	4%
70.000	79.999	8%
0.000	69.999	16%

On top of this we will continue with:

- Monthly Service Review Meeting.
- Monthly Invoice Review Meeting.
- Quarterly Strategic Service review
- Technical Assurance Panel

Provision of Reports, Proposals and Feedback

The Customer wishes to have a regime in which the MSP must deliver required reports and feedback by agreed dates – in some cases by a set number of

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	<p>working days and in other cases by a specifically and mutually agreed date to reflect complexity, scale or priority.</p> <p>Service credits of 1% will be applied for any failure to submit a major incident report to The Customer within five working days of the customer (The Customer) accepted resolution of the incident, or within two working days for a security incident. This charge will apply to the month's entire service cost. If there are multiple late reports each will attract its own service credits.</p> <p>Failure to send any monthly or quarterly performance reports within 5 working days of a month or quarter end (respectively) will attract a service credit of 1% of the month's entire service cost. Each late report will attract its own service credit.</p> <p>Failure to provide quality assurance of The Customer developed functionality within five working days (or by an alternative mutually agreed and documented delivery date) will attract a service credit of 1% of the month's entire service cost. Each late QA assessment will attract its own credit.</p> <p>Similarly, failure to supply a requested impact assessment, solution options and recommendations, or effort estimations for a change by the mutually agreed and documented delivery date will attract a service credit of 1% of the month's entire service cost. If there are multiple late returns each will attract its own service credits.</p> <p><i>Service Credit Limits</i></p> <p>The service credits payable by MSP shall never exceed (in any month) 10% of the month's entire service cost.</p> <p><i>Changes and Service Credits</i></p> <p>The service credit regime only applies to the core support service. Changes will be raised and costed separately on an ad-hoc basis. Failure to meet the agreed timescales for delivery of the specified scope may result in the withholding of or reduction in payments.</p>
Guarantee	Not Used
Warranties, representations	Not Used

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Supplemental requirements in addition to the Call-Off terms	Not Used
Alternative clauses	Not Used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Used
Public Services Network (PSN)	Not Used
Personal Data and Data Subjects	Will Schedule 7 – Processing, Personal Data and Data Subjects be used – Yes

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.

FRAMEWORK AGREEMENT: Terms and Conditions

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

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
Signature	[REDACTED]	[REDACTED]
Date	[REDACTED]	[REDACTED]

Schedule 1: Services

- About the Legal Ombudsman**

The Legal Ombudsman (The Customer) for England and Wales was set up by the Office for Legal Complaints (our Board) under the Legal Services Act 2007. We receive complaints from consumers about legal services and claims management companies and address them through informal resolution and ombudsman decisions. The organisation has about 230 staff and is based in Birmingham.

- Background to Service**

Our mission is to transform our IT landscape into a sustainable one that enables The Customer to become a more efficient and continuously improving organisation.

We are seeking an Infrastructure managed service provider (MSP) that continues to provide a flexible and responsive service. The successful provider is likely to be characterised by a transparent approach, providing visibility to The Customer of ongoing and planned activities, running projects using a defined programme and project methodology and following acknowledged IT good practice, including ITIL.

The Customer currently has a mixture of third party and cloud hosted services across a range of suppliers providing relatively small aspects of its whole service underpinned by its current Infrastructure supplier and a single supplier providing SaaS for its Case Management System.

The Customer is seeking Microsoft Gold Partner status for its future MSP, and one who has a proven background in helping its clients to achieve service excellence through support and development of an infrastructure service integrated with its existing Case Management System ("CMS", based on CRM Dynamics Online) as well as other services in an Office 365 environment. The MSP's track record will also be strong in terms of service management excellence. The Customer would like to develop the relationship into a genuine collaborative partnership with both itself, its CMS MSP, and its new MSP – as we see this as vital to ensuring a stable and forward-looking IT service that can add real value to the business.

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5. CUSTOMER RESPONSIBILITIES

5.2 Customer's Responsibilities

The following activities are the responsibilities of LeO:

- Providing access to LeO site, personnel and services as required under the service delivery
- LeO will provide network access as required, subject to the LeO security policies and procedures
- Approve any proposed Request for Change (RFC)
- There is a strict and timely review and signoff process
- UAT Testing and sign-off at agreed time
- The Legal Ombudsman will prepare scripts for User Acceptance Testing (UAT). These scripts must test the application at a module and scenario level to ensure full technical and business test of the solution.
- Production sign-off at an agreed time
- Confirm closure for any fixes to the system (calls will be closed after a period of time if there is no response)
- Inform Service Desk of planned outages
- Inform Service Desk of any nominated contact changes
- Ensuring ongoing licence compliance (where Version 1 does not have responsibility)
- All client PC implications

5.3 Customer's equipment

All client devices (including PCs, tablets and mobiles), printers and equipment necessary to connect to the CMS

Service provision to include Version 1 Managed Service Provision & additional software development services for systems maintenance and enhancement

In summary the scope of the service (as contained within the LeO ITT) is outlined below. Full details of those items that are in and out of scope will be documented and maintained in the Service Catalogue which will be created in collaboration with the Legal Ombudsman during transition.

Version 1 will provide a fully monitored 24*7 service desk with the ability to handle any P1 incidents raised outside of 9:00 to 17:30.

In Scope System Components

- CRM Online
- CRM Reports & SSRS
- SharePoint
- AdxStudio
- Document Core Pack
- PCA Predict (Postcode Anywhere)

- Muhimbi
- Esendex (for SMS messages)
- Optevia Core Solution
- Barracuda

Support and Maintenance of all of the above CMS components to include:

- Microsoft Dynamics CRM Online support services
- SharePoint support services
- Assurance of LeO based configuration

Code management and release procedures

- Analysis and estimate of change requests
- Knowledge and retention for in-scope applications
- Maintenance of system documentation
- Microsoft Azure infrastructure configuration capability
- Infrastructure and connectivity services

Version 1 Managed Service Provision to include:

- ITIL v3 helpdesk to provide support, incident and service request logging and resolution.
- Break / fix support for phone and remote dial in quick fix support for Microsoft Dynamics CRM
- Expert Dynamics CRM and SharePoint support from a Microsoft CRM and SharePoint Gold Partner & Microsoft Technology Specialist
- Expert advice, support and management to help avoid downtime and leverage better results from the CMS Microsoft Dynamics CRM online and SharePoint.
- CRM and SharePoint consultancy for administrative support, system customisations, database development, report design, data migration, configuration of new features and delivery the next phase of our project/development.
- User training facility if required to leverage better understanding of the CRM system and its capabilities.
- Agreed service levels and an associated service credit regime
- Service request management for small changes – low risk, frequently occurring, low cost, etc.

12.2.1 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the G- Cloud Services.

12.2.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

12.2.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.2.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).]

12.4 Service Levels

- The **response time** is the elapsed time from the time the call is logged and recorded in the service desk system to the time when a member of the support team carries out an initial incident triage and updates the customer.
- The **update time** is the frequency of reporting by our team to LeO users regarding progress in resolving the incident. This update would normally be via email or phone and details are added to the call record in LANDesk.
- The **resolution time** for a call is the elapsed time from the time the call is logged with the service desk to the time of resolution and/or to provide an agreed workaround until the incident is fully resolved. The “clock” will stop when the incidents is with the customer in order to get further information or carry out UAT.

The table below outlines our call categories, and associated response and update times.

Level	Description	Response Time	Update Time	Service Restoration	Target Resolution
P1	Critical Business Service or Function unavailable, severely degraded or inaccessible	30 mins	Every 30 mins	2 hours	4 hours
P2	Critical Business Service or Function severely degraded	1 hour	1 hour / As agreed	4 hours	1 working day
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NOTE:

Our Standard Service Levels are based on prioritisation of calls and take into account impact and urgency, rather than being purely based on the subjective nature of the issue. We will use the following methodologies to determine the priority of an incident. While Version 1 will have an understanding of your business and can apply prioritisations, ultimately you the customer are in a better position to know the true impact and urgency of any issue in your business. Therefore you in LeO can escalate the priority on any incident. In return we do expect reasonable usage policy to be applied for escalations.

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- 4. The impact AND urgency of the incident is established with the customer.
- 5. Based on the impact and urgency values a priority of the incident is assigned.
- 6. LeO can escalate the priority of any incident (reasonable use policy applies).

Table A: is used to identify the impact and urgency of an incident.

Impact	Urgency
<div>1. Major - Critical Business Service or Function unavailable or inaccessible</div> <div>2. Significant - Critical Business Service or Function severely degraded</div> <div>3. High - Non-Critical Business Service or Function unavailable or degraded</div> <div>4. Moderate - Non Critical Business Service or Function disrupted, but work-around available</div> <div>5. Minor - Question, query or minor bug</div>	<div>1. Critical - Immediate fix required</div> <div>2. Urgent</div> <div>3. High</div> <div>4. Medium</div> <div>5. Low – Next scheduled release</div>

Table B: Is used to establish the incident priority based on the impact and urgency values.

Impact						
Urgency	Priority Levels	1	2	3	4	5
	1	1	1	2	2	4
	2	1	2	3	3	4
	3	2	2	3	4	4
	4	3	3	3	4	5
	5	4	4	4	5	5

Service Reporting:

Service reports are provided monthly as part of the service. The monthly report will provide details of performance against Service Levels Agreements, details of all incidents and changes (including call

logs) logged in the relevant period and provide Draw-Down Days balances. In addition the application is assessed under the following headings:

Typically, we produce monthly service reports to our Managed Services customers. The format is typically containing the following information:

1. Summary of the Status of the Project.
2. Checks performed against the database/application/infrastructure to measure availability/capacity
3. Details on
 - Availability
 - Production Backups
 - Performance
 - Scalability
 - Disaster Recovery (if implemented)
 - Application
4. Recommendations
5. Support Status
 - Open Incidents (numbers, priority)
 - Closed Incidents (numbers, priority, resolution)
 - Changes
 - Scheduled tasks completed / scheduled in reporting period
 - Planned scheduled tasks for next reporting period
 - Drawdown status
6. SLA Performance against Targets
7. Trend Analysis (average closure times, call volumes)
8. Company News
9. Monitoring

We will agree the format and content of the Service Report with you on engagement. Some illustrative extracts from a typical report are as follows:

A traffic light indicator allows for a at glance indicator of the overall health of your Systems.

Overall Status			
Availability <input type="checkbox"/>	Red Production unavailable during normal working hours <input type="checkbox"/>	Amber Production unavailable outside of normal working hours	Green Production available as required
Production Backups <input type="checkbox"/>	Red More than one consecutive backup failure in the month <input type="checkbox"/>	Amber One isolated backup failure	Green All Backups completed
Performance <input type="checkbox"/>	Red Significant number of performance issues noted <input type="checkbox"/>	Amber Isolated performance issues noted (see below)	Green No Performance issues noted
Scalability <input type="checkbox"/>	Red Disk space growth causing concern – requiring short term action <input type="checkbox"/>	Amber Growth rates indicate medium term action required. <input type="checkbox"/>	Green No immediate growth concerns

The proposed Version 1 service will include access to the following with regard to reports and dashboard interfaces:

Monthly Service Report

- Typically issued electronically this report would cover service status and inflight initiatives under a number of headings detailed.

Regular monitoring reports

- Our comprehensive monitoring solution Opsview provides inbuilt advanced reporting and analytics of systems events and trends across all services elements and we can provide Service Level Availability reports to LeO via scheduled automated emails.

Access to Version 1 self-service portal at <https://myversion1.com>

- In this way Our Self Service Portal allows you to easily track all issues you have raised with us, both open and closed. You will be able to check the status of any incidents in real time and review progress through closure.

Documented RCAs (Root Cause Analysis)

- A root cause analysis (RCA) document is completed for all Priority 1 incidents once service is resumed to ensure that the underlying cause of the incident/problem is identified, and recommendations made on how to prevent a similar issue in the future – thus feeding into the plan for Service Improvement

Other potential reports

- depending on other activities delivered under this engagement we would expect comprehensive Health Check reports and Project Status Reports and examples of other outputs

Service Credits

The Service Credit regime will apply to all Priority 1 and Priority 2 incidents raised to the Supplier's service desk as follows:

- 1) 1% of the [Managed Service cost for each Quarter] shall be provided as a "Service Credit" if a Priority 1 or 2 call is not resolved within the target resolution time (applied as soon as the SLA is missed)
- 2) Further 1% Service Credits shall be provided for each multiple of the Target resolution time during which the call remains unresolved
- 3) Service Credits for each year are capped at a total of 10% of the annual Managed Service charge
- 4) Service Credits shall be measured and charged quarterly in line with the quarterly invoicing
- 5) Service Credits may only be used by the Customer to purchase "development services in accordance with the rate card set out in Section 6 above ("Payment"). A statement of any unused service credits shall be provided with each quarterly invoice.

The Customer Statement on Equality and Diversity

The Office for Legal Complaints serves a diverse society. That is a society made up of men and women; of people of different races, cultures and religions; of people with and without disabilities; of young people and older people; of straight and gay people; of people with and without caring responsibilities; and of people with many other differences.

We recognise, respect and value that diversity and will strive in all we do to serve the interests of people from all sections of society. We will also strive to become an organisation that reflects more fully the diversity of the society we serve and truly values the contributions which staff from all sections of society makes to our work.

In particular we:

- In the development of our policies, take account of the interests of all sections of society
- Ensure that, wherever possible, the services we provide meet the needs and expectations of all our service-users; and
- Seek to influence others with whom we work, or from whom we purchase goods and services, to share our commitment to valuing the diversity of our society

To meet our business objectives, we:

- Provide real equality of opportunity in the recruitment, development and promotion of all our staff
- Eliminate unfair discrimination and harassment in our workplace
- Extend family friendly working practices
- Develop all our staff to their full potential and make best use of their different talents
- Consult staff, including staff from minority groups, about how we can improve equality of opportunity and support diversity.

We set ourselves goals with measurable outcomes to assess our progress towards becoming a diverse organisation providing excellent service to all sections of society. We hold ourselves accountable for their achievement.

We expect our suppliers to uphold these values both as part of their normal day to day activities and in relation to their dealings with us.

The Customer Statement on Confidentiality and Non-Disclosure

The Legal Ombudsman, by advertising, and the bidder by responding to this invitation to tender agree to participate in the following joint Non-Disclosure Agreement for the purpose of information shared to enable them to exchange freely commercial and technical Confidential Information regarding the subject of this document.

Accordingly as a precondition of such exchange of information and discussions it is hereby agreed between the parties to this Agreement as follows:-

"Confidential Information" shall be any and all drawings, designs, specifications, models, samples, devices, manuals, reports, plans, diagrams, prototypes, computer programs, documentations and other things in which copyright subsists together with any and all information results, data, calculations, know-how and other things which are received by either party from the other during or as a consequence of any exchange of information or discussions, (verbally or visually transmitted information to be confirmed in writing within thirty days of its disclosure) but shall not include anything which:-

- was already properly and provably in the possession of the recipient party, or
- was already in the public knowledge at the time it was received from the other party hereto, or
- subsequently becomes public knowledge through no default on the part of the recipient party, or
- is received from a third party having good legal title thereto and not under any obligation of confidentiality, or
- is independently acquired by the recipient party as a result of work carried out by or for the recipient party by personnel to whom no disclosure of the relevant Confidential Information has been made.

Each party hereto shall keep confidential all Confidential Information it receives from the other party. In particular it will not disseminate any such Confidential Information amongst its employees except to the extent strictly necessary to perform any evaluation agreed by the other party during or as a consequence of the discussions and it will use its best endeavours to ensure that none of its employees copies, discloses or uses Confidential Information except as hereby permitted; in this connection (but without limitation) each party will use at least the same degree of care in safeguarding Confidential Information of the other party as it uses in safeguarding its own information of a similar nature.

Each party shall use Confidential Information received from the other party solely for the purpose of evaluations agreed during or as a consequence of the discussions and shall return all of the other party's Confidential Information in material form on request by that other party.

The restrictions and obligations imposed hereby shall continue in force for five years after the effective date of this Agreement save that the provision of clause 2 shall continue to apply to each item of Confidential Information for a period of five years from its disclosure.

Nothing in this agreement shall be deemed to create a partnership or agency between the parties, or to grant or convey any licence (express or implied) under, or right to, any intellectual property comprised in Confidential Information disclosed hereunder.

Each party will be solely responsible for making its own judgement and decision on all Confidential Information. Neither party makes a representation or warranty as to the accuracy or completeness of the Confidential Information.

Each party confirms that in relation to the purpose set out above, it is acting as principal, and not as agent for or in concert with any other person.

It is understood that the obligations contained herein shall be binding on the successors, employees and representatives of both parties.

This Agreement shall be governed under the laws of England.

For the duration of this Agreement and for one year thereafter neither party will directly or indirectly solicit or entice away from the other party any employee of the other party where that employee is or has been directly or indirectly involved in any aspect of this Agreement.”

Schedule 2: Call-Off Contract charges

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

1. DEFINITIONS

1.1 The following terms used in this Call Off Schedule shall have the following meaning:

"Maximum Percentage Mark Up Rates"	means the maximum percentage mark up the Supplier may add to their Services;
"Discount Structure"	means the Supplier commitment to provide a detailed discount documented approach applicable to offering discounts under the Framework Agreement and this Call Off Contract.

2. GENERAL PROVISIONS

- 2.1 This Call Off Schedule details:
 - 2.1.1 the Call Off Contract Charges for the Services under this Call Off Contract; and
 - 2.1.2 the payment terms/profile for the Call Off Contract Charges.
 - 2.1.3 the invoicing procedure; and
 - 2.1.4 the procedure applicable to any adjustments of the Call Off Contract Charges.

3. CALL OFF CONTRACT CHARGES

- 3.1 The Call Off Contract Charges which are applicable to this Call Off Contract are set out in Annex 1 of this Call Off Schedule.
- 3.2 The Supplier acknowledges and agrees that:

- 3.2.1 In accordance with paragraph 2 (General Provisions) of Framework Schedule 3 (Pricing), the Maximum Percentage Mark Up Rates set out in Annex 1 of the Framework Schedule 3 are the maximum mark-up rates that the Supplier may charge pursuant to any Call Off Agreement); and
- 3.2.2 The Parties acknowledge that Discount Structure as set out in Annex 2 to the Framework Schedule 3 shall be applied by the Supplier to this Call Off Contract.
- 3.2.3 subject to paragraph 7 of this Call Off Schedule (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Period.

4. PAYMENT TERMS/PAYMENT PROFILE

- 4.1 The payment terms/profile which are applicable to this Call Off Contract are set out in Annex 2 of this Call Off Sched

INVOICING PROCEDURE

- 4.2 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a Valid Invoice, submitted to the address specified by the Customer in paragraph 6.5 of this Call Off Schedule and in accordance with the provisions of this Call Off Contract.
- 4.3 The Supplier shall ensure that each invoice (whether submitted electronically or in a paper form, as the Customer may specify):
- 6.2.1 contains:
- (a) all appropriate references, including the unique (Purchase) Order reference number notified through the Customer's Accounts payable processes and
 - (b) a detailed breakdown of the Delivered Services, including the Milestone(s) (if any) and Deliverable(s) within this Call Off Contract to which the Delivered Services relate, against the applicable due and payable Call Off Contract Charges; and
- 6.2.2 shows separately:
- (a) any Service Credits due to the Customer; and
 - (b) the VAT added to the due and payable Call Off Contract Charges in accordance with Clause 23.2.1 of this Call Off Contract (VAT) and the tax point date relating to the rate of VAT shown; and
- 6.2.3 is exclusive of any Management Charge (and the Supplier shall not attempt to increase the Call Off Contract Charges or otherwise recover from the Customer as a surcharge the Management Charge levied on it by the Authority); and
- 6.2.4 it is supported by any other documentation reasonably required by the Customer to substantiate that the invoice is a Valid Invoice.
- 4.4 The Supplier shall accept the Government Procurement Card as a means of payment for the Services where such card is agreed with the Customer to be a suitable means of payment. The Supplier shall be solely liable to pay any merchant fee levied for using the Government Procurement Card and shall not be entitled to recover this charge from the Customer.
- 4.5 All payments due by one Party to the other shall be made within thirty (30) days of receipt of a Valid Invoice unless otherwise specified in this Call Off Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- 4.6 The Supplier shall submit invoices directly to:
- Such addresses (electronic or postal) notified to the Supplier through the Customer's Accounts Payable processes.

5. ADJUSTMENT OF CALL OFF CONTRACT CHARGES

- 5.1 The Call Off Contract Charges shall only be varied:
- 5.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 22.2 of this Call Off Contract (Legislative Change);

- 5.1.2 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 18 of this Call Off Contract (Continuous Improvement);
- 5.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause and/or Clause 25 of this Call Off Contract (Benchmarking);
- 5.1.4 where all or part of the Call Off Contract Charges are reviewed and reduced in accordance with paragraph 8 of this Call Off Schedule;
- 5.2 Subject to paragraphs 7.1.1 to 7.1.4 of this Call Off Schedule, the Call Off Contract Charges will remain fixed for 4 (maximum) Contract Years.

6. SUPPLIER PERIODIC ASSESSMENT OF CALL OFF CONTRACT CHARGES

- 6.1 Every six (6) Months during the Call Off Contract Period, the Supplier shall assess the level of the Call Off Contract Charges to consider whether it is able to reduce them.
- 6.2 Such assessments by the Supplier under paragraph 8 of this Call Off Schedule shall be carried out on 1 September and 10 March in each Contract Year (or in the event that such dates do not, in any Contract Year, fall on a Working Day, on the next Working Day following such dates). To the extent that the Supplier is able to decrease all or part of the Call Off Contract Charges it shall promptly notify the Customer in writing and such reduction shall be implemented in accordance with paragraph 11.1.5 of this Call Off Schedule below.

7. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

- 7.1 Variations in accordance with the provisions of this Call Off Schedule to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
 - 7.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.1 of this Call Off Schedule;
 - 7.1.2 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph **Error! Reference source not found.** of this Call Off Schedule;
 - 7.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.2 of this Call Off Schedule;
 - 7.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.3 of this Call Off Schedule **[or]**
 - 7.1.5 on 1 October for assessments made on 1 September and on 10 February for assessments made on 10 March where an adjustment to the Call Off

Contract Charges is made in accordance with paragraph 7.1.4 of this Call Off Schedule; and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule to reflect such variations.

1. IMPLEMENTATION OF ADJUSTED CALL OFF CONTRACT CHARGES

- 1.1 Variations in accordance with the provisions of this Call Off Schedule to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:
 - 1.1.1 in accordance with Clause 22.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.1 of this Call Off Schedule;
 - 1.1.2 in accordance with Clause **Error! Reference source not found.** of this Call Off Contract (Call Off Contract Charges and Payment) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph **Error! Reference source not found.** of this Call Off Schedule;
 - 1.1.3 in accordance with Clause 18 of this Call Off Contract (Continuous Improvement) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.2 of this Call Off Schedule;
 - 1.1.4 in accordance with Clause 25 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.3 of this Call Off Schedule **or**
 - 1.1.5 on **1 October** for assessments made on **1** September and on **10 February** for assessments made on **10** March where an adjustment to the Call Off Contract Charges is made in accordance with paragraph 7.1.4 of this Call Off Schedule; and the Parties shall amend the Call Off Contract Charges shown in Annex 1 to this Call Off Schedule to reflect such variations.

ANNEX 1: CALL OFF CONTRACT CHARGES (ALL PRICES QUOTED ARE NET OF VAT)

[REDACTED]

ANNEX 2: PAYMENT TERMS/PROFILE

Pricing fixed for full 4-year (2+1+1) term unless reduced by agreement.

All prices are in Sterling and exclusive of VAT

[REDACTED]

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G-Cloud

[REDACTED]

FRAMEWORK AGREEMENT: Terms and Con-
[REDACTED]

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[REDACTED]

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- Working Week – Monday to Friday excluding national holidays
- Office Hours - 09:00 – 17:00 Monday to Friday
- Mileage – As above
- Professional Indemnity Insurance – included in day rate.

Draw Down Days:

Within the current agreement, Version 1 have provided 10 Draw Down Days, to be utilized by LeO for the purposes of Third Party Change Advisory Board (CAB). Version 1 propose to include these 10 Draw Down Days within the new 2021 contract, however their use shall not be limited to CAB. LeO may use these days to fund CRM/Sharepoint change or consultancy work as they see fit. Should LeO wish to purchase these days from Version 1, out width of the proposed extension, the cost would be £8,250 plus vat.

These 10 draw Down Days cannot be carried over from one year to the next and must be used within the year they are provided, however 10 draw down days will be provided on the anniversary of this contract commencement date for each year the contract continues to be active, totaling a number of 4 years (2+1+1).

Travel and Subsistence

- Travel and subsistence will NOT be charged separately for the core Managed Service Provision and is included in the Service Management charge. This covers monthly and quarterly meetings between LeO and Version 1 relating to the service delivery
- Travel and subsistence is payable at cost (plus VAT) for the Transition phase of the engagement
- Travel and subsistence is payable at cost (plus VAT) for any non-BAU development activities

Indicate preferred payment profile by selecting one from:

6.1.1 Quarterly in advance for Managed Service Provision

6.1.2 Monthly in arrears for Development Services

6.2 Invoice format

The Supplier shall issue electronic invoices Quarterly in advance for Managed Service Provision and Monthly in arrears for Development Services. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

Exit Management

Upon completion of the contract between Version 1 and LeO, Version 1 commits to working with LeO to support the exit of the contract and transition to an alternative third party, or to an in-house service as required. See separate Exit Plan which covers the stages included in the Exit from the contract.

The charge for Exit services provided by Version 1 will be £10,000 (plus expenses & VAT).

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.
- 1.3 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (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)

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- 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.
- 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.

5.3 FRAMEWORK AGREEMENT Terms and Conditions

ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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 hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

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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 and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

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

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>

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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

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

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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.

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.

Schedule 3: Collaboration agreement

Not required

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

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

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

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

2.1.6 References to "tort" will be replaced with "delict" throughout

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970

- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

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

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

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

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

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

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

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

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

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

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

2.5 Equality

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

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

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

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

~~Schedule 3: Guarantee~~

Not required

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.	
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.	
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.	
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.	
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.	
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential'). 	
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.	
Controller	Takes the meaning given in the GDPR.	
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.	
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.	
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, 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	
Data Subject	Takes the meaning given in the GDPR	
Default	<p>Default is any:</p> <ul style="list-style-type: none"> breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>	
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.	
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)	
DPA 2018	Data Protection Act 2018.	
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.	
End	Means to terminate; and Ended and Ending are construed accordingly.	

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Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.	
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.	
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.	
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax	
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.	
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans 	
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.	
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.	
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.	
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.	
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)	
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.	
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.	
Guarantee	The guarantee described in Schedule 5.	
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.	
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.	
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.	
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.	
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.	
Insolvency event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium 	
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction 	
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>	
IPR claim	As set out in clause 11.5.	
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.	
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.	
Law	Any 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, 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.	
LED	Law Enforcement Directive (EU) 2016/680.	
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.	
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.	
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.	
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.	
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).	
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.	
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended.	
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.	
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.	
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.	
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.	
Party	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.	
Personal Data	Takes the meaning given in the GDPR.	
Personal Data Breach	Takes the meaning given in the GDPR.	
Processing	Takes the meaning given in the GDPR.	
Processor	Takes the meaning given in the GDPR.	
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud 	
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Property	Assets and property including technical infrastructure, IPRs and equipment.	
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.	
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.	
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.	
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.	
Relevant Transfer	A transfer of employment to which the employment regulations applies.	
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.	
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).	
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.	
Services	The services ordered by the Buyer as set out in the Order Form.	
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.	
Service description	The description of the Supplier service offering as published on the Digital Marketplace.	
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.	
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service	
Start date	The Start date of this Call-Off Contract as set out in the Order Form.	
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.	
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.	
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.	
Supplier	The person, firm or company identified in the Order Form.	
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.	
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.	
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.	

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
Term	The term of this Call-Off Contract as set out in the Order Form.	
Variation	This has the meaning given to it in clause 32 (Variation process).	
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.	
Year	A contract year.	

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

1.1 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Buyer's Data Protection Officer are:

[REDACTED]

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

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

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 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:</p> <ul style="list-style-type: none"> Staff Data, Customer Records
Duration of the Processing	Contract Life and any Exit Period
Nature and purposes of the Processing	Processing only as required for the management and development of the CMS system.
Type of Personal Data	<p>[</p> <p>Names, addresses, email addresses, and other data supplied by and of Service Users.</p> <p>Data relating to their complaint (including potentially sensitive personal data)</p> <p>Correspondence between all parties</p> <p>Case notes of buyer's staff</p>

FRAMEWORK AGREEMENT: Terms and Conditions		G-Cloud
	Details of Legal Service Providers and case data as supplied Buyer's staff data relevant to operation of system	
Categories of Data Subject	Staff Service Users Legal Service Providers Supplier's staff data required for operation of system	
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Data will be retained in line with Buyer's Data Retention Policy. Data will be transferred / destroyed as instructed as end of contract	