

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	133704313723533
Call-Off Contract reference	TIS0730
Call-Off Contract title	INSS Contact Centre Support and Maintenance
Call-Off Contract description	Support and Maintenance services for Anywhere365 customer contact centre.
Start date	1 st July 2024
Expiry date	30 th June 2026
Call-Off Contract value	£355,296 exc. VAT
Charging method	Charging Method is detailed in Sch.2 Pricing Schedule
Purchase order number	TBC

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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

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

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

From the Buyer	<p>The Insolvency Service</p> <p>16th Floor, 1 Westfield Avenue</p> <p>Stratford</p> <p>London</p> <p>E20 1HZ</p>
To the Supplier	<p>Charterhouse Voice and Data Ltd T/A Symity</p> <p>Tel: 0207 6137400</p> <p>17 St. Helen's Place</p> <p>London</p> <p>EC3A 6DG</p> <p>United Kingdom</p> <p>Company number: 02804354</p>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1st July 2024 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>
Extension period	This Call-Off Contract is not able to be extended.

Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none">• Lot 3: Cloud support
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4
Additional Services	Not Applicable
Location	The Services will be delivered remotely .
Quality Standards	Not Applicable
Technical Standards:	Not Applicable
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are to be mutually agreed within 1 month of the commencement date of this contract .
Onboarding	<p>The onboarding plan for this Call-Off Contract is to be mutually agreed within 1 month of the commencement date of this contract.</p> <p>As part of the onboarding process, the Supplier will be required to engage with the Buyer's SIAM partner to discuss and agree to the SIAM Collaboration Charter and onboarding of the supplier to the Buyer's ecosystem.</p>

Offboarding	<p>The offboarding plan for this Call-Off Contract is to be drafted by the Supplier within 1 month of the commencement date of this contract, and mutually agreed by both parties as an exit and transition plan.</p>
Collaboration agreement	<p>A formal Collaboration Agreement is not intended to be used, however the Supplier shall adhere to the SIAM collaboration charter and shall support the Buyer's SIAM ecosystem through collaboration with its partners and other suppliers. This is a requirement of this Call-Off contract and reflects the status of these services. Management and monitoring of this collaboration will be carried out through Contract Management activities throughout the term of the contract.</p>
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed [REDACTED] per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

Insurance	<p>The Supplier 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 [REDACTED] for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of [REDACTED] or any higher minimum limit required by Law
Buyer's responsibilities	<p>The Buyer is responsible for providing access to INSS systems and environments in order to support the instances.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract is not required.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners Not Used.</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is via recognised Purchase Order and Invoice, including the relevant PO number and Contract Reference, received electronically to the relevant email address used by the Buyer for purchase-to-pay activities.
Payment profile	The payment profile for this Call-Off Contract is annually in advance.
Invoice details	The Supplier will issue electronic invoices annually . The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to [REDACTED].
Invoice information required	All invoices must include Contract Reference and relevant PO Number.
Invoice frequency	Invoice will be sent to the Buyer Annually.

Call-Off Contract value	The total value of this Call-Off Contract is £355,296 exc. VAT.
Call-Off Contract charges	The breakdown of the Charges is included in Schedule 2 of this Call-Off Contract.

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include an Implementation Plan, exit and offboarding plans and milestones which are to be mutually agreed between The Parties within 1 month of the contract commencement date.
Guarantee	Not Used
Warranties, representations	Not Used

Supplemental requirements in addition to the Call-Off terms	Within the scope of the Call-Off Contract, the Supplier will adhere to the mutually agreed service levels and scope as attached to this Call-Off Order Form as Schedule 1.
Alternative clauses	These Alternative Clauses, which have been selected from Schedule 4, will apply: Not Used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Used.
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
Intellectual Property	Not Applicable

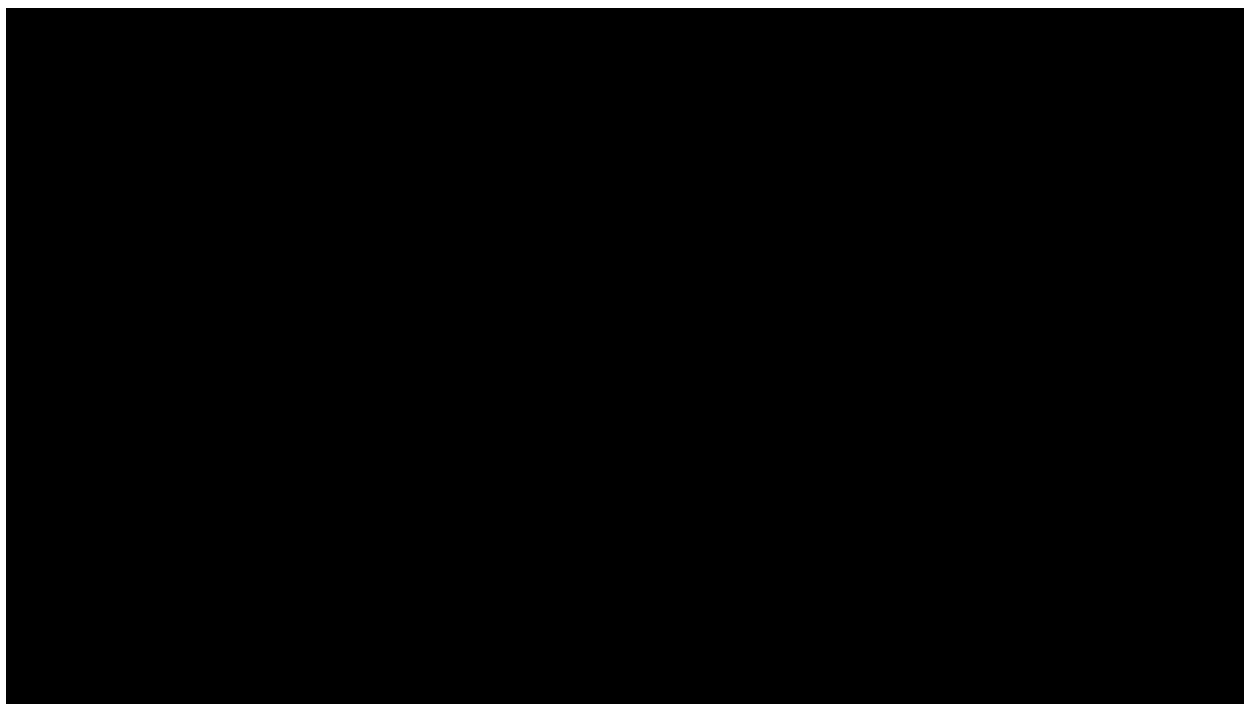
Social Value	Not Used
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1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in 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 RM1557.13.



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

Customer Benefits

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

[G-Cloud 13 Customer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 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:

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

- 2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:
- 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' or to 'CCS and/or the Buyer' 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 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this 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 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the 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 invoices 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
 - 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 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
- 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
- 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

- 11.6.1 rights granted to the Buyer under this Call-Off Contract
- 11.6.2 Supplier's performance of the Services
- 11.6.3 use by the Buyer of the Services
- 11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.7.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.7.2 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
 - 11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8 Clause 11.6 will not apply if the IPR Claim is from:
 - 11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.8.2 other material provided by the Buyer necessary for the Services
- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

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

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

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the 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.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.npsa.gov.uk/sensitive-information-assets>

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

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

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

16. Security

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

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

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

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

16.4 Responsibility for costs will be at the:

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

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

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

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

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this 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); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 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 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from 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 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 30 consecutive days, 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 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).
- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
- 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
- 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.
- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
- 25.5.2 comply with Buyer requirements for the conduct of personnel
- 25.5.3 comply with any health and safety measures implemented by the Buyer
- 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
 - 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents

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

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.

29.3 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.

29.4 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.

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

29.5.1 its failure to comply with the provisions of this clause

29.5.2 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

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

29.7 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, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

The Buyer's Statement of Requirements are attached to this schedule below;

ID	Requirement	Detail	Pri- ority				Current A365 Status			
			Must Have	Should Have	Could Have	Desirable	Fully Met	Previously Met	Partially Met	Never Met
	Call Routing									
R01	Automatic Call Distribution (ACD).	This will provide a non-location dependent, fully configurable (by small group of users) call handling and distribution capability that enables routing of calls to logged in users in accordance with defined business rules (for example, skills based or team based).	X	-			X	-		
R02	Interactive Voice Response (IVR).	A system that uses responses from a touch tone telephone to gather and store data. Allow a combination of fixed voice menus and data extraction from data-bases in real time. Option for customers to select options via the telephone keypad or voice recognition through short phrases, which will direct to the correct business area. The IVR should have text to speech functionality and have extensive capability to have multiple lines of business options. The IVR should also have the option to insert temporary messages, including live messages for customers already in the queue.	X	-	-	-		-	X	-
R03	Reintroduce to IVR	Ability to insert customers into a specific section of the IVR.		X	-	-			-	X
R04	Customer Satisfaction Survey	Functionality to route customers to complete a customer satisfaction survey at the end of calls, with the built in ability to pull reports.	X		-	-	X		-	-
R05	Call waiting times for customers	Ability to advise customers where they are in the queue to better manage customer expectations			-	X			-	X

R06	Scalability	The solution shall have the ability to scale the service, without major redesign and without compromising performance, to reflect increases and/or reductions in user demand and include the rapid addition/removal of advisors and associated changes.	X		-	-		X		-	-
	Phone Control										
R07	Live Call Remote Listening	Capability for live remote call listening regardless of the location of the agent or the manager. - to pick up calls from customer as well as than agent	X		-	-		X		-	-
R08	Ability to use splitters for side by side listening	This function should be available so splitters can be used to listen into calls without having to do this remotely for coaching, training and audits.	X		-	-				-	X
R09	Trainee function	New staff to be able to be assigned to a Trainer with out having access to full contact centre calls where the trainer controls the calls /access			X	-					X
R10	Supervisor function	Ability to allow remote listening, whisper, speak and take over	X		-	-		X		-	-
R11	In call control	The solution shall provide in call control to allow agents to answer, hang up, hold, transfer calls (warm & cold) and have conference ability.	X		-	-		X		-	-
	Recording of calls										
R12	Recording of Voice Calls.	Ability to record all inbound and outbound conversations between users and callers through the platform.	X	-	-	-		X	-	-	-
R13	Access transcripts of calls	Ability to have automatic transcription of calls to provide to customers upon request e.g. FOI requests		X	-	-				-	X
R14	Access to Voice Call Recordings.	Functionality to store call recordings with permissions to be adjustable to limit access of the call recordings to managers, with an inbuilt search functionality with multiple options e.g. date, time, telephone number.	X		-	-		X		-	-
R15	Voice Call Recordings - Data Retention	Ability to set and change retention periods for telephony recordings with automatic deletion built into the system. This functionality should also have an override option where the retention period can be extended for individual calls where the call recording is required for a longer period of time e.g. Complaint.	X	-				X	-		

R21	Real time performance management	<p>Capability to display real time information for all contact channels. This includes the option for this information to be displayed on users' desktops and/or on current performance screens within contact centres. Including:</p> <ul style="list-style-type: none"> • Call journey through the IVR – Incoming, waiting, connected – including call type and length of times • Current status of all agents including time spent on current call/activity, time since last on a call and reason codes for non-telephony tasks e.g. breaks • Adherence to service level agreement and a breakdown of calls outside of SLA • Number of active call agents logged into the system • Abandonment rate • Data on Response Times including longest wait time • Data on Picked-Up Calls • Adherence to schedule • Availability time between calls • Manager level access with the ability to customise screens depending on information needed and agent level access • System alert on specific triggers defined by us e.g. higher call volumes, long waiting times 	X		-	-			X	-
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R22	Management information	<p>Real time and retrospective management information to include:</p> <ul style="list-style-type: none"> •Functionality to run status based reported, with the inclusion of Reason Codes within source data to be able to accurately report on Agent status (Availability/Adherence) for both real time and general performance management. •Reports based on current KPI's which can be adjusted per agent •Ability to run reports on indirect/direct tasks based on reason codes to get accurate availability/productivity e.g. indirect - DSE breaks, Direct - taking calls. •Comprehensive status reporting on team and individual level to provide full account of working day. •A management system (that provides suitable MI) for measuring performance in respect of calls answered and waiting times for all their help lines, including MI regarding the length of time on call and time taken to complete follow up work; •Target service levels for meeting what percentage of calls get answered, waiting times to get to an advisor (or self service facilities) & call abandonment •Trend reports at organisation and agent level •Reporting on performance vs Service Level Agreements (SLA can be amended) with detailed Abandon information and queue details (time bound, giving information over the course of a day broken down in line with forecasting with details including Agent status, call volume etc to allow for analysis •Reporting on Agent performance against KPIs (KPIs can be amended per agent) including Agent Schedule Adherence, Agent Occupancy, Call handling information (volume, AHT, ACW etc) quality scoring at Agent level •Reporting on First Contact Resolution, Reporting on Forecast Accuracy, General call quality reporting •Access to background raw telephony data to enable to creation of reports, to support the future needs of the business 	X	-	-		X	-
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R23	Measure Customer Satisfaction.	The solution shall provide a capability for the measurement of customer satisfaction. (This must be configurable by users) Measures include: * Post-contact satisfaction scores * Contact abandonment rate * Average speed of answer * Average length of call * Number of times a customer was transferred * Recorded verbatim comments	X		-	-		X		-	-
R24	Management performance workboards	Customisable screen for managers to see performance in real time e.g. agent status, adherence to SLA, call queues. This display would be permission dependant and able to be adapted to display management information required by different roles. Team leader would require a different view from a real time manager.	X		-	-				X	
R25	Contact Logging	MI information should be able to be linked with call routing from the IVR so MI can be produced on contacts through each line of business. Call type, date, time, line of business, IVR route and all associated timings with the call should be logged.	X		-	-		X		-	-
	Other										
R26	User Training.	The platform come with system training that allows users & managers to feel confident in undertaking tasks relevant to their role.	X		-	-		X		-	-
R27	Compatibility with Systems and Infrastructure.	The application should provide a browser-based method for accessing the majority of functions remotely. The platform should also be compatible with our internal security to ensure no limitations to functionality.	X		-	-				X	-
R28	Case Management system integration	Telephony system to have integration with case management systems so when a customer puts case details in via IVR the agent has the customer details on screen when the call is answered.			X	-					X
R29	Contact Classification	Classifications for calls/emails/webforms detailing reasons for contact, which can be set and updated continuously by real time manager.	X		-	-		X		-	-

R30	Knowledge Base	The solution shall include the provision and hosting of a supported knowledge base product. The product should be fully searchable, provide an audit trail of changes and able to be updated and configured by users.	X		-	-		X		-	-
	Multichannel										
R31	Texting	The solution shall have the ability to send & respond to SMS text messages. And provide a configurable (by user) queue capability for service requests that come via SMS including the ability to automatically generate a record associated with an phone number already held for a contact or the ability to link an SMS from another phone number	X		-	-				-	X
R32	Web Chat	The solution shall provide a web chat capability to enable contacts using this channel.	X		-	-				-	X
R33	Email/webform	The solution shall provide a configurable (by user) queue capability for service requests that come via email or web forms: including the ability to automatically generate a record associated with an email already held for a contact or the ability to link an email from another address.	X								X



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ID	Requirement	Detail	Can A365 Fulfil
	Call Routing		
R01	Interactive Voice Response (IVR).	A system that uses responses from a touch tone telephone to gather and store data. Allow a combination of fixed voice menus and data extraction from databases in real time. Option for customers to select options via the telephone keypad or voice recognition through short phrases, which will direct to the correct business area. The IVR should have text to speech functionality and have extensive capability to have multiple lines of business options. The IVR should also have the option to insert temporary messages, including live messages for customers already in the queue.	Y
R02	Reintroduce to IVR	Ability to insert customers into a specific section of the IVR.	Y
R03	Call waiting times for customers	Ability to advise customers where they are in the queue to better manage customer expectations	Y
	Phone Control		
R04	Ability to use splitters for side by side listening	This function should be available so splitters can be used to listen into calls without having to do this remotely for coaching, training and audits.	Y
R05	Trainee function	New staff to be able to be assigned to a Trainer with out having access to full contact centre calls where the trainer controls the calls /access	Y
	Recording of calls		
R06	Access transcripts of calls	Ability to have automatic transcription of calls to provide to customers upon request e.g. FOI requests	Y

R07	Automation of payments	Ability to allow customers to enter their bank details through their telephone keypad system rather than providing bank details verbally. This functionality would link with the payment system and should be an option both on the IVR and when speaking to an agent.	Y
R08	Financial protection on call recordings	Ability to pause and resume recording automatically whilst retaining the record of the whole call as a single audio file. This functionality would be required if taking bank details verbally over the phone.	Y
	Workforce Management		
R09	Workload forecasting & workforce scheduling	Capability for forecasting contact demand and staffing requirements. This is to include the capability to take into account staff preferences re. days/hours worked and display this data in a way that can easily inform staff of their obligations. Forecasting should be to a granularity of 15 minutes or better. It should be possible to include forecasting based on seasonality, and forecasting shall provide intra-day, daily and long-term workloads. It should also be possible to drill down to individual skill levels. There should be a central overview of forecast schedule across the entire contact centre network. Include Annual leave allowances and allow additional external forecasting information i.e. expected contact based on cases	Y
	Management information		

R10	Real time performance management	<p>Capability to display real time information for all contact channels. This includes the option for this information to be displayed on users' desktops and/or on current performance screens within contact centres. Including:</p> <ul style="list-style-type: none"> • Call journey through the IVR – Incoming, waiting, connected – including call type and length of times • Current status of all agents including time spent on current call/activity, time since last on a call and reason codes for non-telephony tasks e.g. breaks • Adherence to service level agreement and a breakdown of calls outside of SLA • Number of active call agents logged into the system • Abandonment rate • Data on Response Times including longest wait time • Data on Picked-Up Calls • Adherence to schedule • Availability time between calls • Manager level access with the ability to customise screens depending on information needed and agent level access • System alert on specific triggers defined by us e.g. higher call volumes, long waiting times 	Y
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R11	Management information	<p>Real time and retrospective management information to include:</p> <ul style="list-style-type: none"> •Functionality to run status based reported, with the inclusion of Reason Codes within source data to be able to accurately report on Agent status (Availability/Adherence) for both real time and general performance management. •Reports based on current KPI's which can be adjusted per agent •Ability to run reports on indirect/direct tasks based on reason codes to get accurate availability/productivity e.g. indirect - DSE breaks, Direct - taking calls. •Comprehensive status reporting on team and individual level to provide full account of working day. •A management system (that provides suitable MI) for measuring performance in respect of calls answered and waiting times for all their help lines, including MI regarding the length of time on call and time taken to complete follow up work; •Target service levels for meeting what percentage of calls get answered, waiting times to get to an advisor (or self service facilities) & call abandonment •Trend reports at organisation and agent level •Reporting on performance vs Service Level Agreements (SLA can be amended) with detailed Abandon information and queue details (time bound, giving information over the course of a day broken down in line with forecasting with details including Agent status, call volume etc to allow for analysis •Reporting on Agent performance against KPIs (KPIs can be amended per agent) including Agent Schedule Adherence, Agent Occupancy, Call handling information (volume, AHT, ACW etc) quality scoring at Agent level •Reporting on First Contact Resolution, Reporting on Forecast Accuracy, General call quality reporting •Access to background raw telephony data to enable to creation of reports, to support the future needs of the business 	Y
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R12	Management performance work-boards	Customisable screen for managers to see performance in real time e.g. agent status, adherence to SLA, call queues. This display would be permission dependant and able to be adapted to display management information required by different roles. Team leader would require a different view from a real time manager.	Y
	Other		
R13	Compatibility with Systems and Infrastructure.	The application should provide a browser-based method for accessing the majority of functions remotely. The platform should also be compatible with our internal security to ensure no limitations to functionality.	Y
R14	Case Management system integration	Telephony system to have integration with case management systems so when a customer puts case details in via IVR the agent has the customer details on screen when the call is answered.	Y
R15	Contact Classification	Classifications for calls/emails/webforms detailing reasons for contact, which can be set and updated continuously by real time manager.	Y
	Multichannel		
R16	Texting	The solution shall have the ability to send & respond to SMS text messages. And provide a configurable (by user) queue capability for service requests that come via SMS including the ability to automatically generate a record associated with an phone number already held for a contact or the ability to link an SMS from another phone number	Y
R17	Web Chat	The solution shall provide a web chat capability to enable contacts using this channel.	Y
R18	Email/webform	The solution shall provide a configurable (by user) queue capability for service requests that come via email or web forms: including the ability to automatically generate a record associated with an email already held for a contact or the ability to link an email from another address.	Y

The relevant G-Cloud 13 Proposal is as follows;

Revision History

Revision	Date	Author	Summary

Document Information

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1. Background

The Insolvency Service (hereinafter referred to as “INSS” or the “customer”) has been a client of Symity since 2021. In that time the services that Symity have supplied have changed and evolved. The contract for all existing services ends on 30th June 2024 and a new contract is required to start on 1st July for the services that Symity will supply to INSS.

The services that will be included in the new contract are:

- Anywhere365 Contact Centre
- Symity Request a Desk SaaS
- A365 Support - Tier 2&3
- SQL Database Support

Symity are proposing a new G-Cloud 13 contract for INSS for these services for an initial term of 24 months starting on 1st July 2024. The contract will have the option to extend for a further duration of 24 months.

No other services that Symity have previously supplied will be continued in the contract after 30th June 2024.

The remaining services that may be continued or added in additional contracts or Contract Change Notes (CCN) are:

- Teams Direct Routing
- Teams Telephony Support - Tier 3
- AudioCodes SBCs Support
- Additional Consulting and Project Management to enable the addition of enhancements A365

These costs are also listed here and are valid until 31st July 2024.

The purpose of this Proposal is to present to INSS the costs of the above listed services.

No other services, other than those listed above, that Symity have previously supplied can be continued in any contract after 30th June 2024.

Key Objectives

Objective	Summary
1	Contract only the agreed services
2	Contract via GCloud 13 framework
3	Complete contracting to enable services to commence on 1 st July 2024
4	Present costs for further services that are valid until 31 st July 2024

2. Solution Summary & Pricing

This quote contains Pricing for both Core Contact Centre Solutions & Associated Services and Teams Direct Routing Services on an initial period of two years committed to in either one or two concurrent new GCloud 13 contracts.

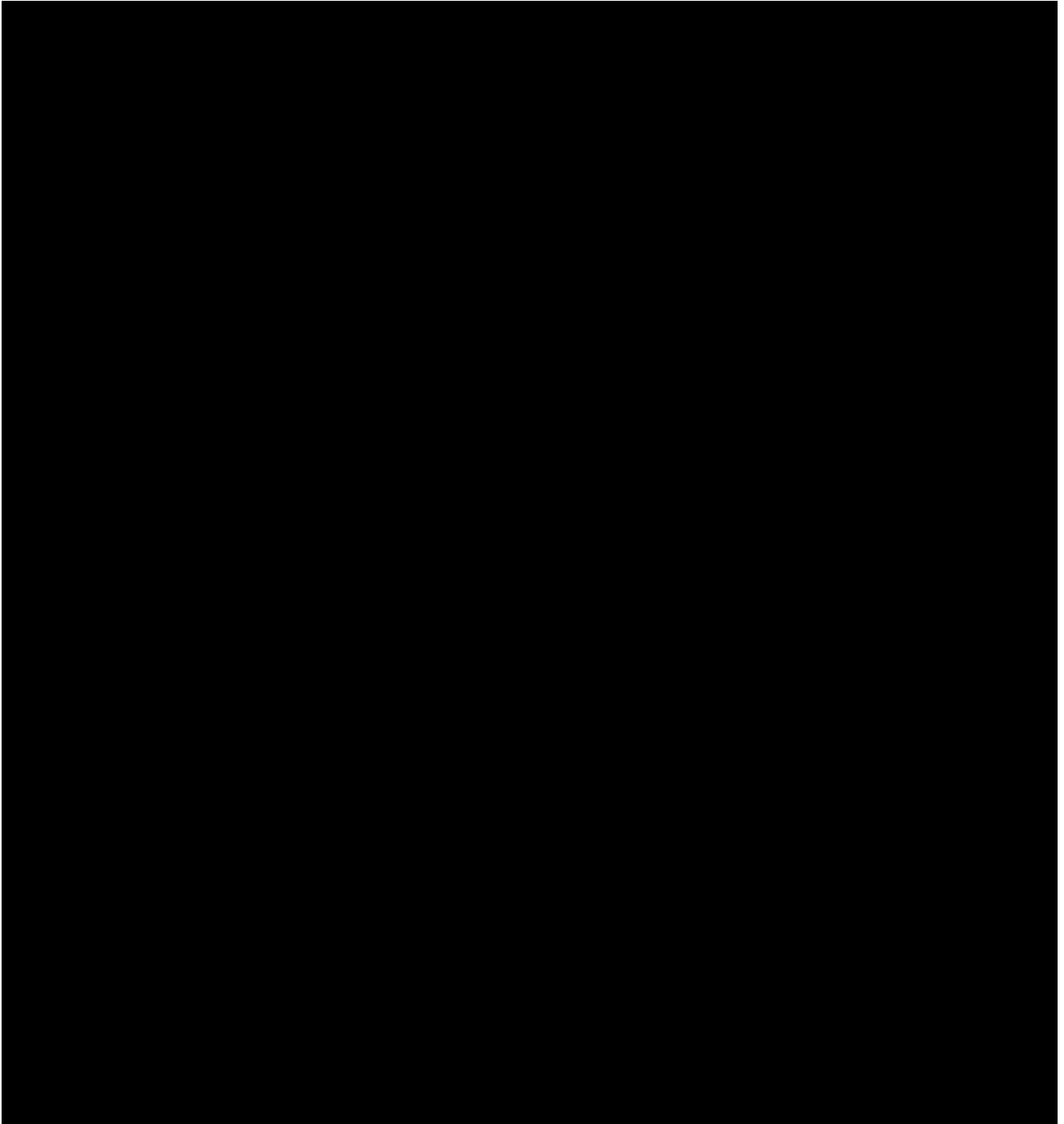
These Split out below into the two potential Contracts:

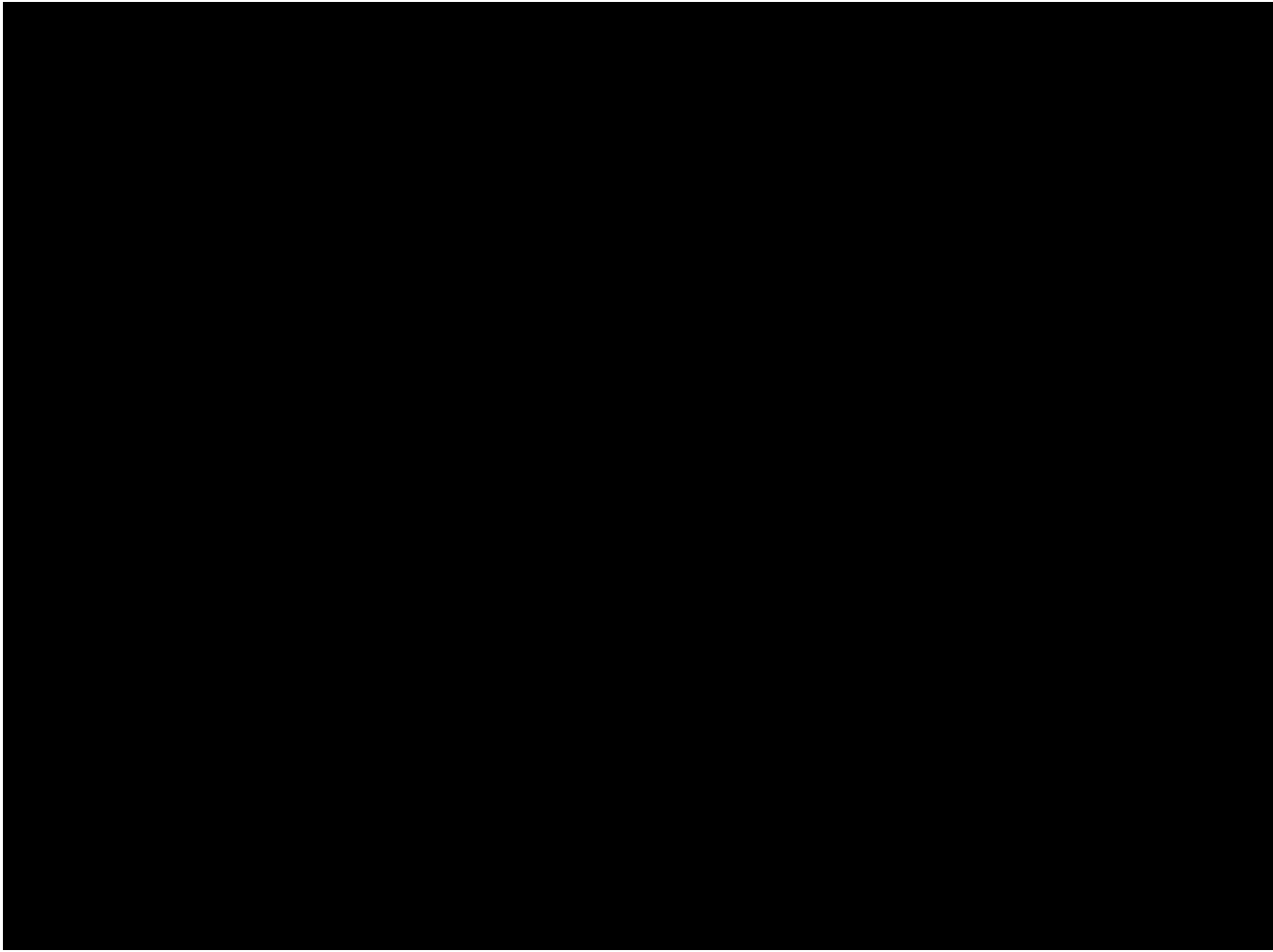
- Core Contact Centre & Associated Services
- Teams Direct Routing Services

Symity propose either the single new G-Cloud 13 contract or both new G-Cloud 13 contracts to INSS have an initial term of 24 months starting on 1st July 2024. The contract will have the option to extend for a further duration of 24 months.

If INSS decide to two contracts can then only the duration of the Teams Direct Routing Services contract can be varied to a shorter length if required by INSS.

2.1 Service Description & Pricing Model - Core Contact Centre & Associated Services





Core Contact Centre & Associated Services Total Contract Value

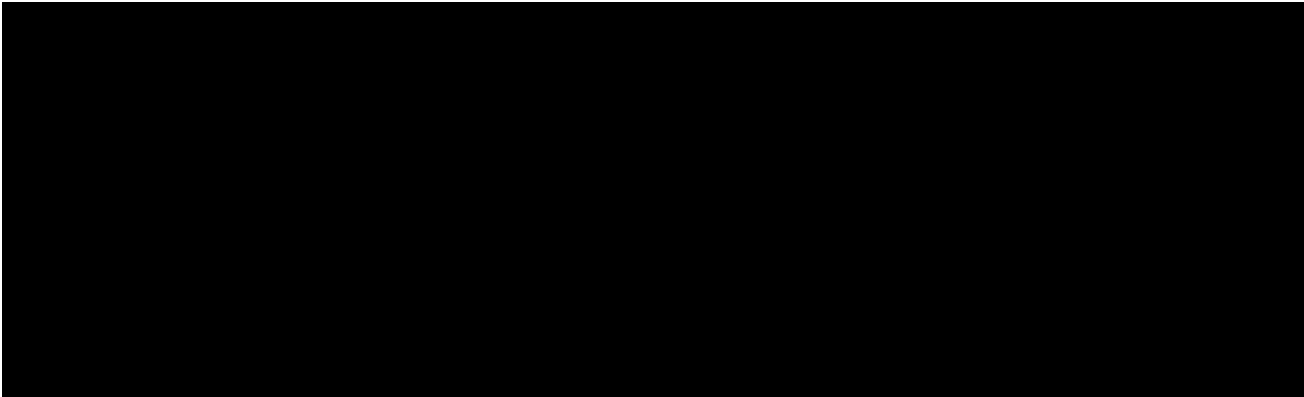
(24 Month contract term)

£355,296 ex VAT

2.2 Further Additional Services

The following services can be added at the following pricing by The Insolvency Service if ordered by 31st July 2024.

2.2.1 A365 Service Enhancement - Professional Services Only



Professional Services (Term TBC)
£88,200 ex VAT

2.2.2 Service Description & Pricing Model - Teams Direct Routing Services



<p>Teams Direct Routing Services Total Contract Value Service (24 Month contract term)</p>
<p>£81,303 ex VAT</p>

2.3 Software / Licensing

Description	Term
Anywhere365 Contact Centre Software	24 Months
Symity Request a Desk Software	24 Months
Symity Teams Direct Routing as a Service	24 Months

2.4 Microsoft 365 Workloads

Symity may claim the Partner of Record (CPOR) with Microsoft for enabling the included services below, this allows Symity to be recognised by Microsoft as helping customers achieve business objectives and realize value in the cloud.

All CPOR claims are validated by Microsoft and sent to the customers to opt-out of the association.

M365 Workload	Included	M365 Workload	Included
Azure Active Directory Premium 2		SharePoint Online	
Azure Active Directory Premium Conditional Access		Teams	✓
Exchange Online		Teams Meetings	✓
Insider Risk Manager		Teams Phone Enabled Users	✓
Intune		Teams for Frontline Workers	
Microsoft 365 Apps		Teams Rooms	
Microsoft Defender for Cloud Apps		Teams Apps	
Microsoft Defender Endpoint		Viva Insights	
Microsoft Defender for Identity		Viva Learnings	
Microsoft Defender for Office		Viva Topics	
Microsoft Information Protection		Viva Connections	
Managed Security Services		Viva Engage (Yammer)	
Outlook Mobile		Viva Goals	

3. Assumptions, responsibilities, and dependencies

The following assumptions have been made to scope this project to provide 'deliverables and costs included in the 'pricing' section. These are in addition to the General Terms.

Should these assumptions prove not to be correct during the delivery of the project then additional resource / effort may be required. Any changes to scope identified will be discussed with the customer and a Request for Change (RFC) produced including any costs, for approval by the customer.

3.1 Assumptions

All elements of the service will be:

- Delivered through remote working unless specified in the deliverables section.
- Carried out during standard UK business hours unless specified in the deliverables section.

3.2 Technical assumptions, dependencies & pre-requisites.

- Remote access and permissions to deliver the project will be provided by the customer, these will be discussed during the 'plan' phase.
- In scope services will have the relevant Microsoft 365 licenses assigned by the customer.
- Microsoft 365 Licenses, including 'zero cost' service licenses identified as part of the project will be provided upon request by the customer.
- The customer will undertake any physical installations of on-site hardware and basic network configuration, details will be discussed during the 'plan' phase.

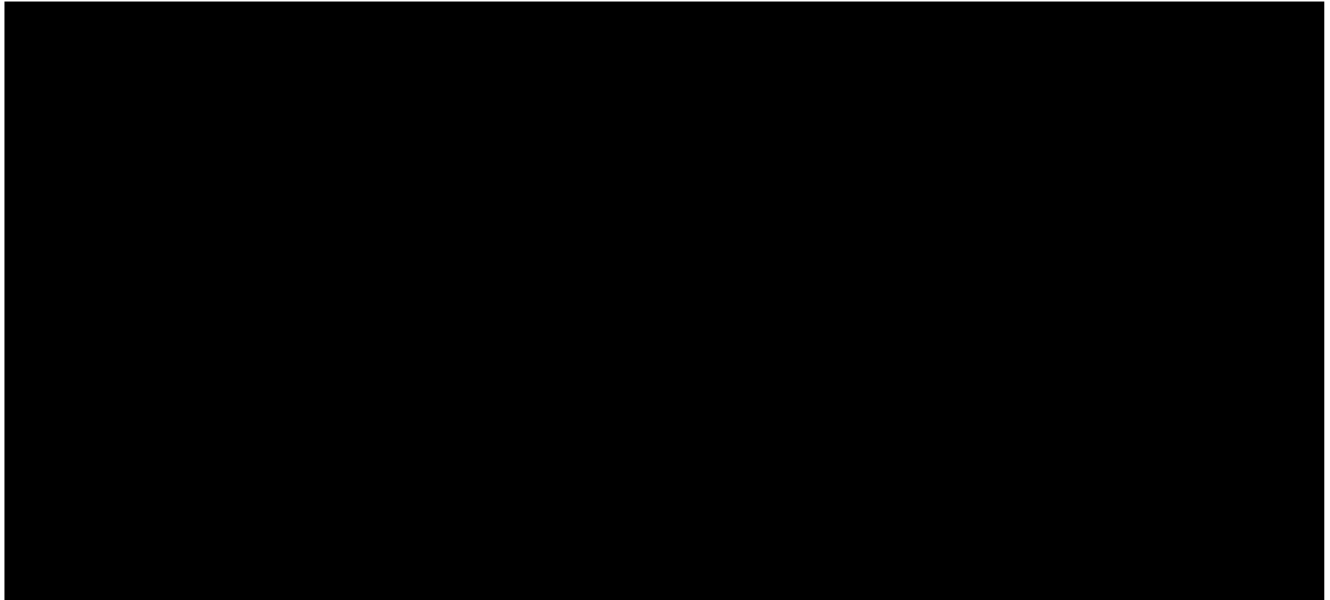
3.3 Customer responsibilities

- Ensuring all pre-requisites are in place prior to work commencing.
- Provide availability to their technical teams with site and service specific knowledge.
- Undertake any physical installations of hardware and basic network configuration, details will be discussed during the 'plan' phase.

4. Financial

The financial and invoicing information provided is based on the information provided and detailed in the proposed Solution section of this document.

Core Contact Centre & Associated Services Contract to be Completed by 30th June 2024



Totals	
Annual/Recurring Total Cost	£177,648
Total Contract Value (2yr Term)	£355,296

All prices exclude VAT

A365 Service Enhancement - Professional Services Only

Totals	
Annual/Recurring Total Cost	£N/A
One-Off/Non-Recurring Total Cost	£88,200
Total Contract Value (2yr Term)	£88,200

All prices exclude VAT

Teams Direct Routing Services TBC

Totals	
Annual/Recurring Total Cost	£77,808
One-Off/Non-Recurring Total	£3,495
Total Contract Value (assumed 1yr Term)	£81,303

All prices exclude VAT

5. Customer Agreement

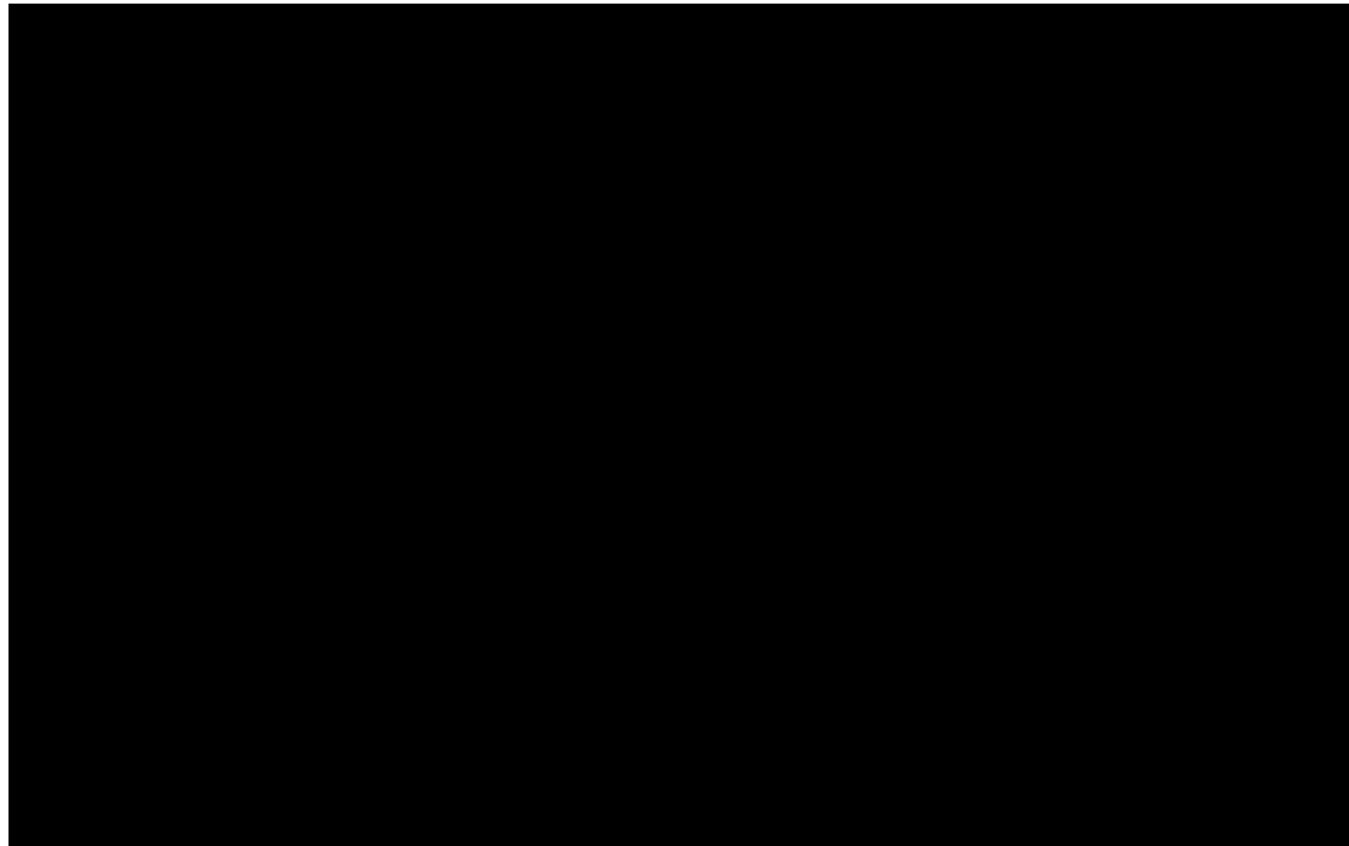
This quote for the Core Contact Centre & Associated Services Contract will be included within the proposed GCloud contract to form the agreement and is only valid upto 30th June 2024.

All Other costs are valid until 31st July 2024.

Schedule 2: Call-Off Contract charges

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

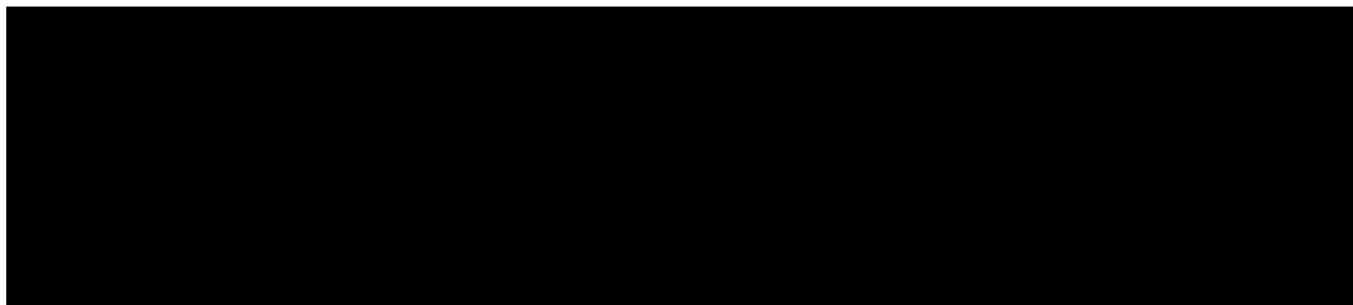
Core Contact Centre & Associated Services Contract to be Completed by 30th June 2024



Totals

Annual/Recurring Total Cost	£177,648
Total Contract Value (2yr Term)	£355,296

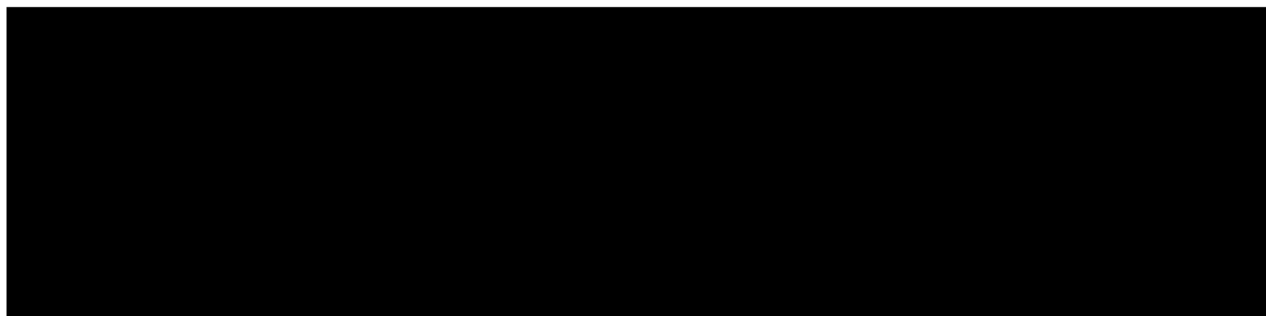
All prices exclude VATA365 Service Enhancement - Professional Services Only

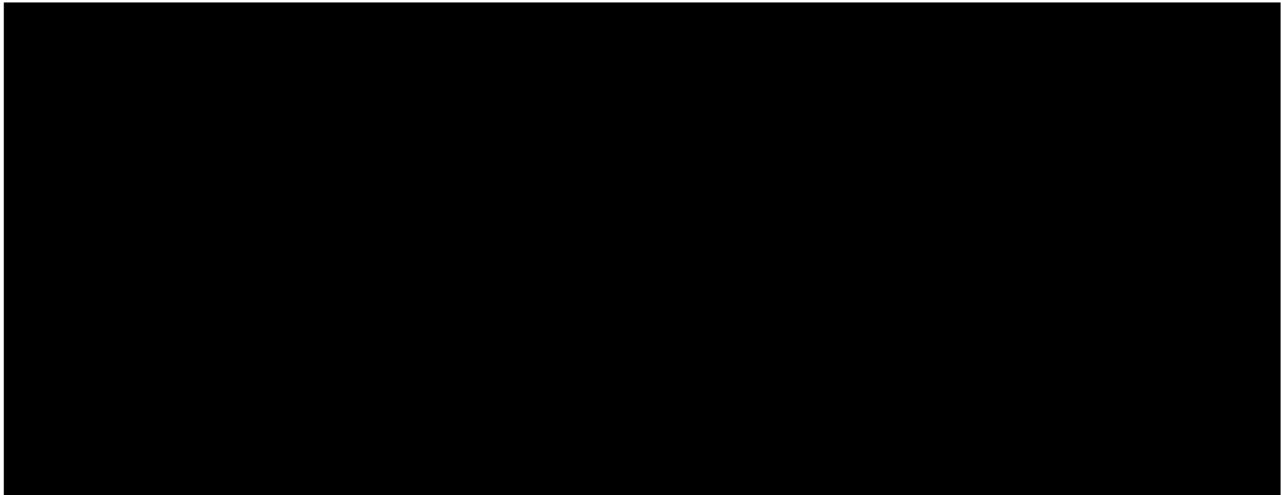


Totals	
Annual/Recurring Total Cost	£N/A
One-Off/Non-Recurring Total Cost	£88,200
Total Contract Value (2yr Term)	£88,200

All prices exclude VAT

Teams Direct Routing Services TBC





Totals	
Annual/Recurring Total Cost	£77,808
One-Off/Non-Recurring Total	£3,495
Total Contract Value (1yr Term)	£81,303

All prices exclude VAT

Schedule 3: Collaboration agreement

Not Used

Schedule 4: Alternative clauses

Not Used

Schedule 5: Guarantee

Not Used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<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 UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<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>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
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 <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • 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	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or
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	defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
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Insolvency event	<p>Can be:</p> <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 • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <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	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, 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 Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.

Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <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
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Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls ck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.

Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

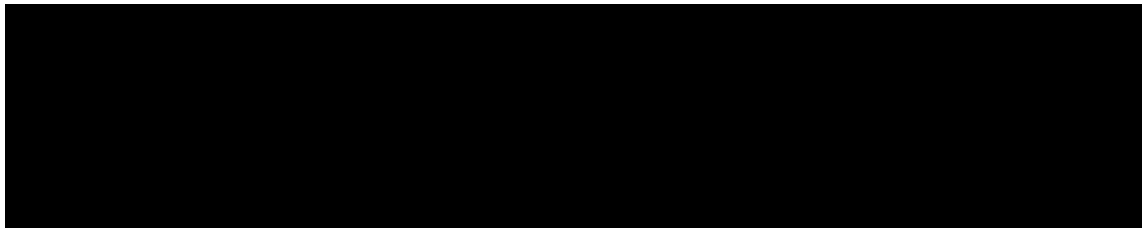
Schedule 7: UK GDPR Information

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

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the

Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

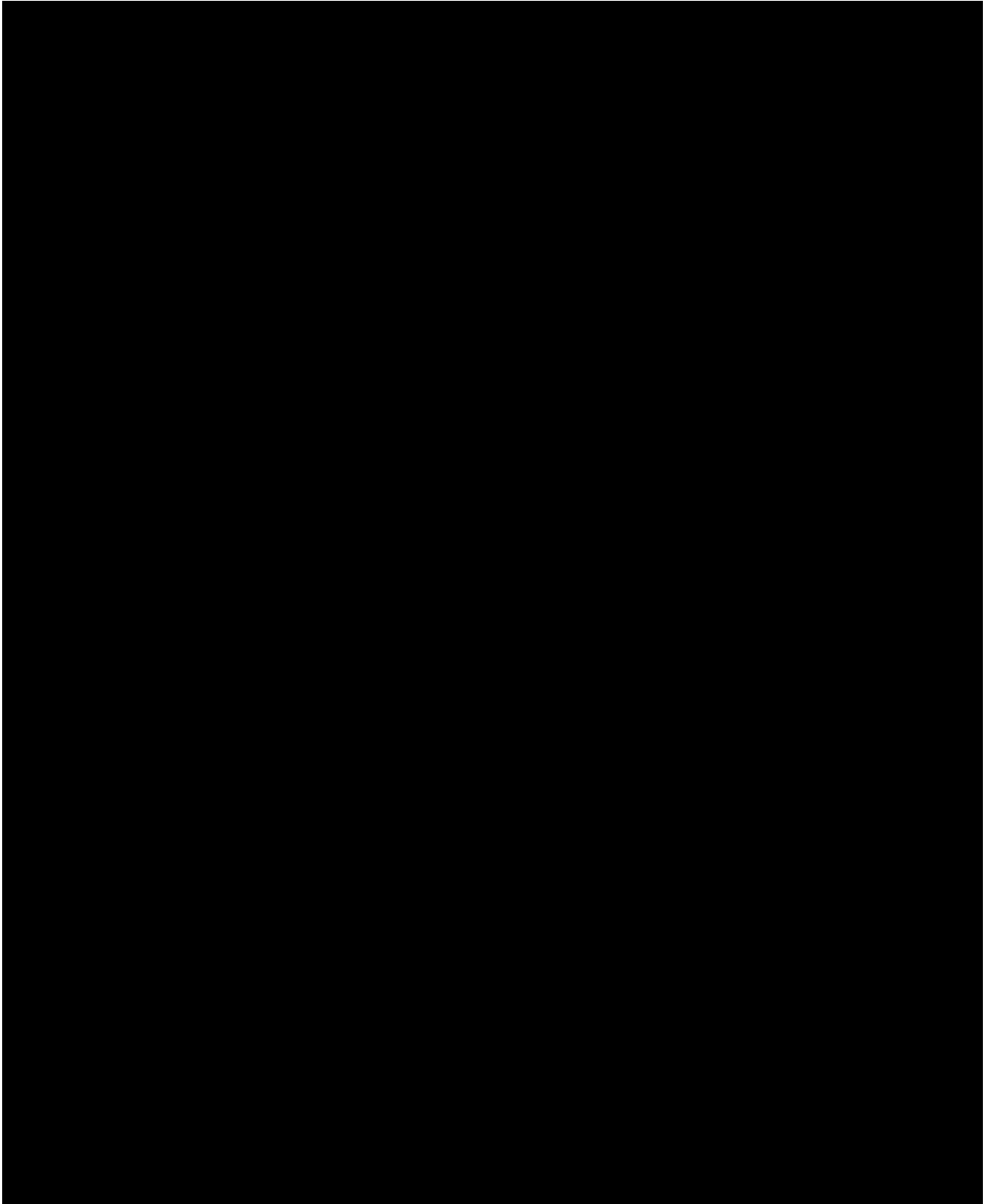


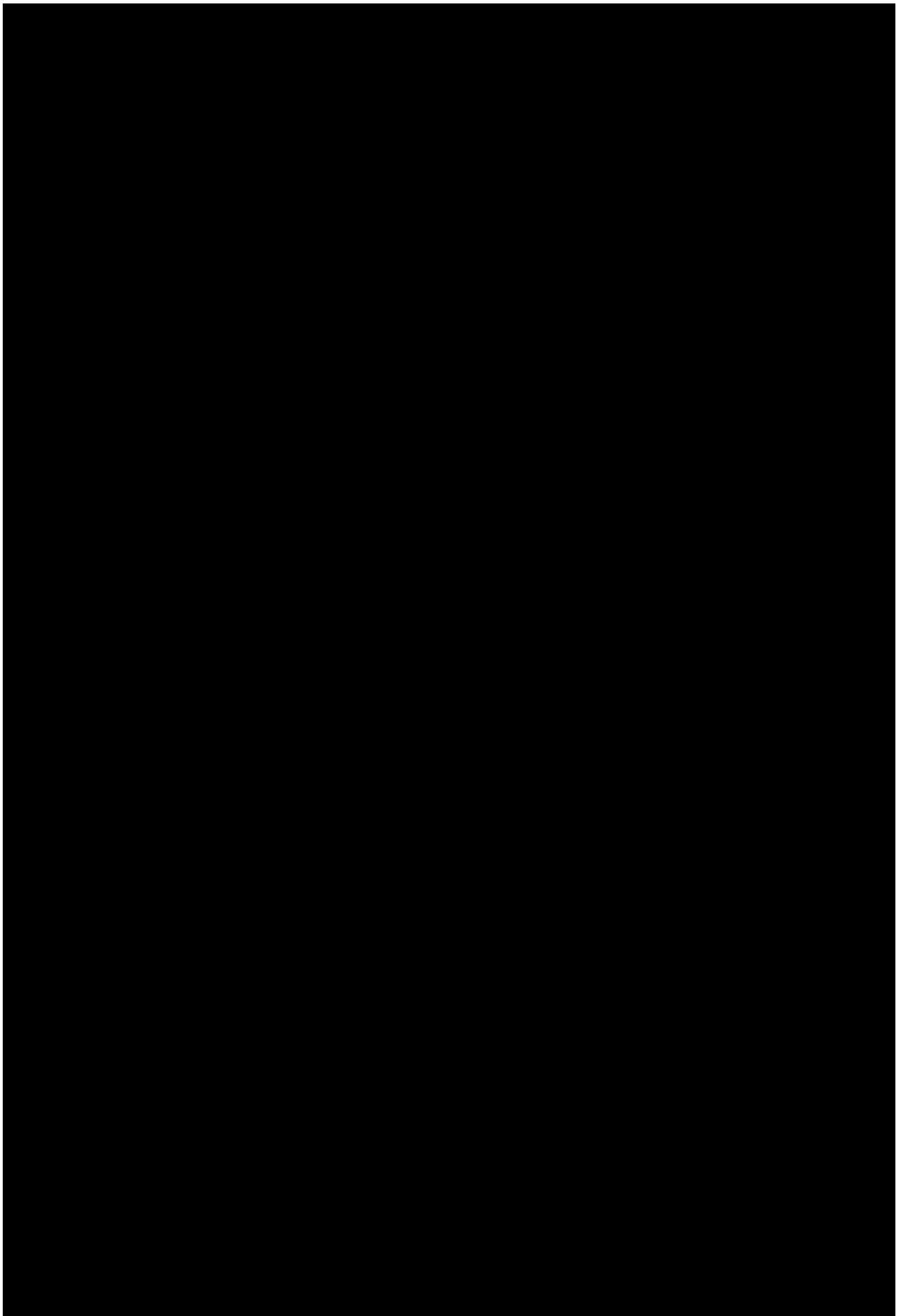
1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex as below;

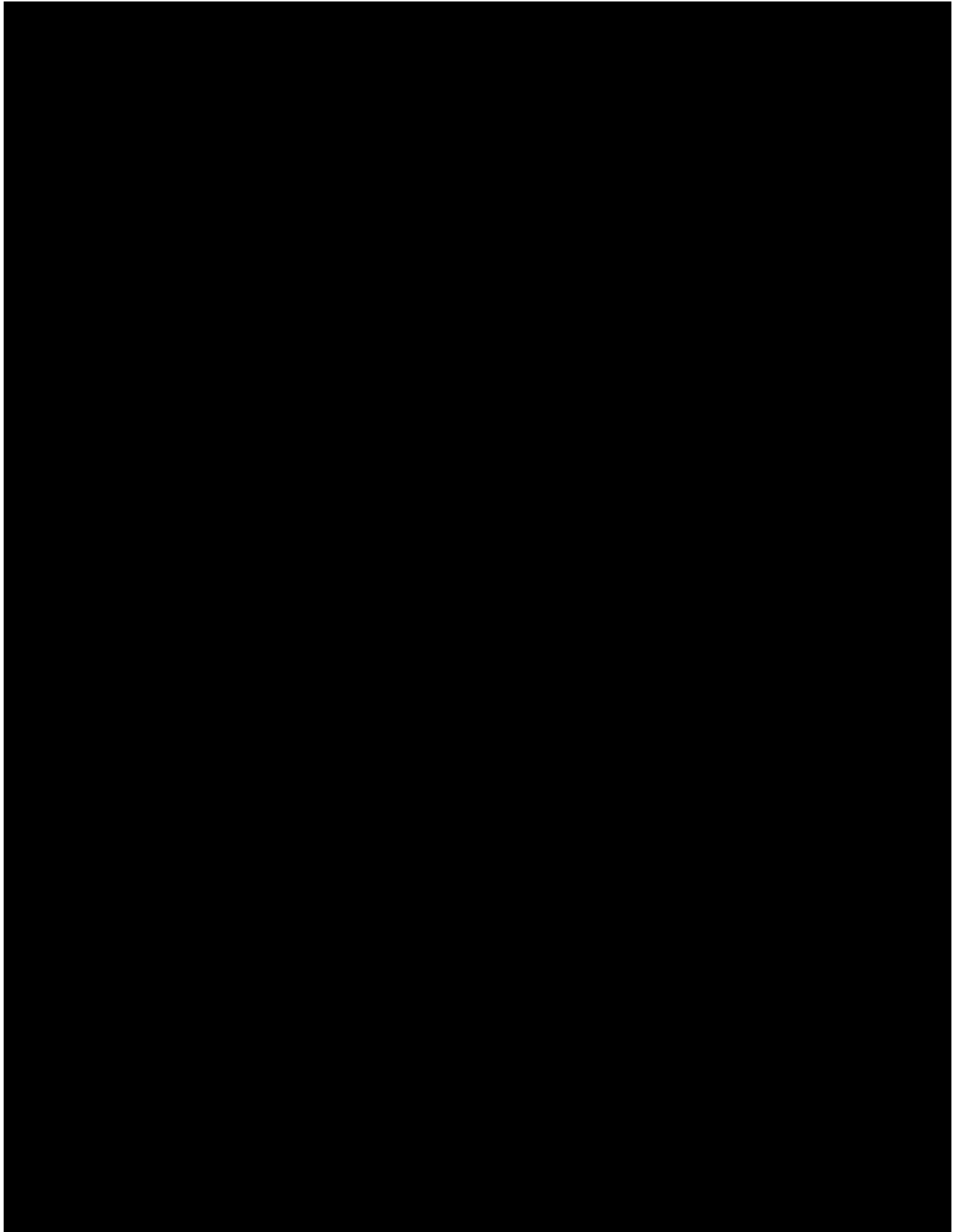


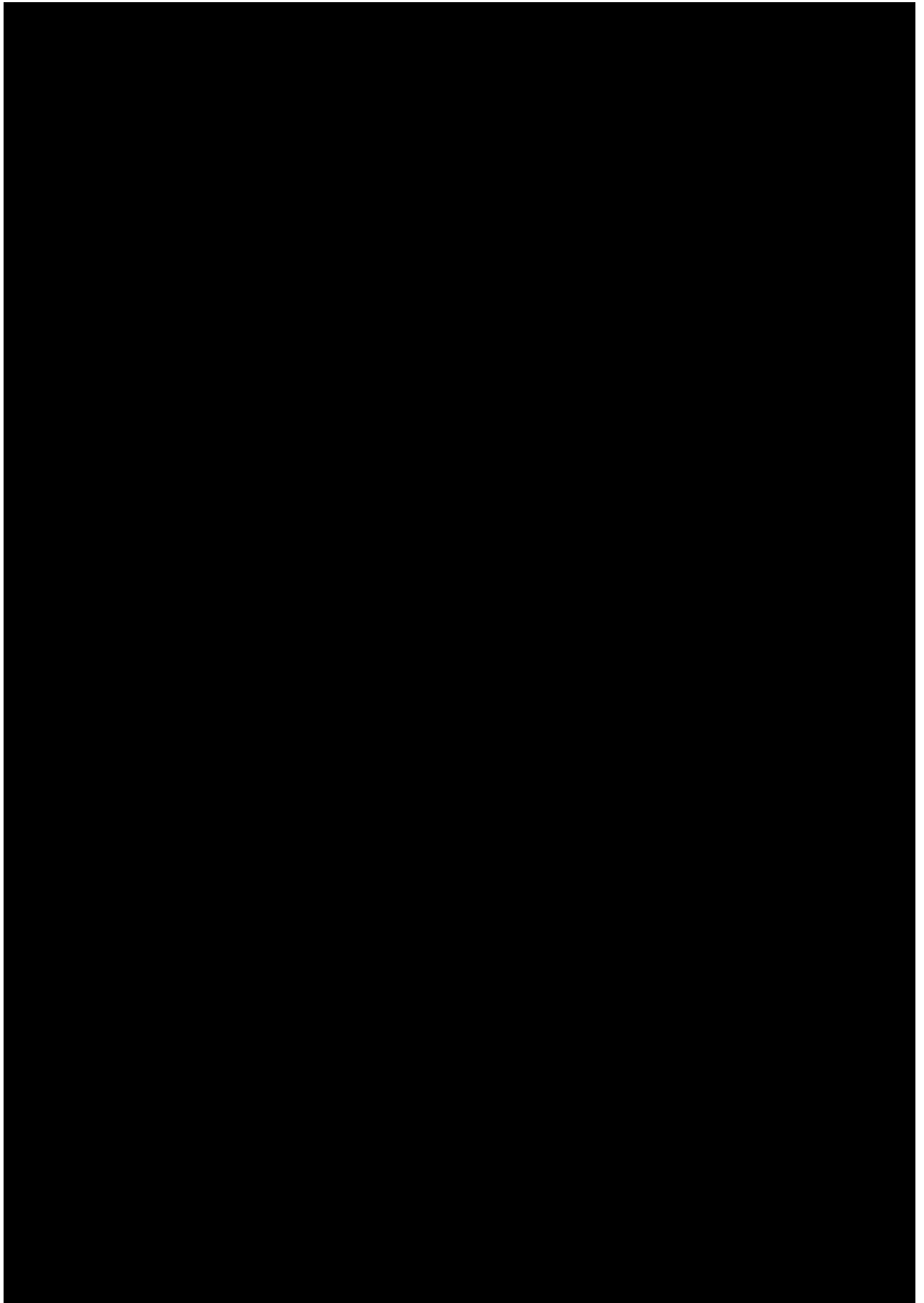
The Insolvency
Service

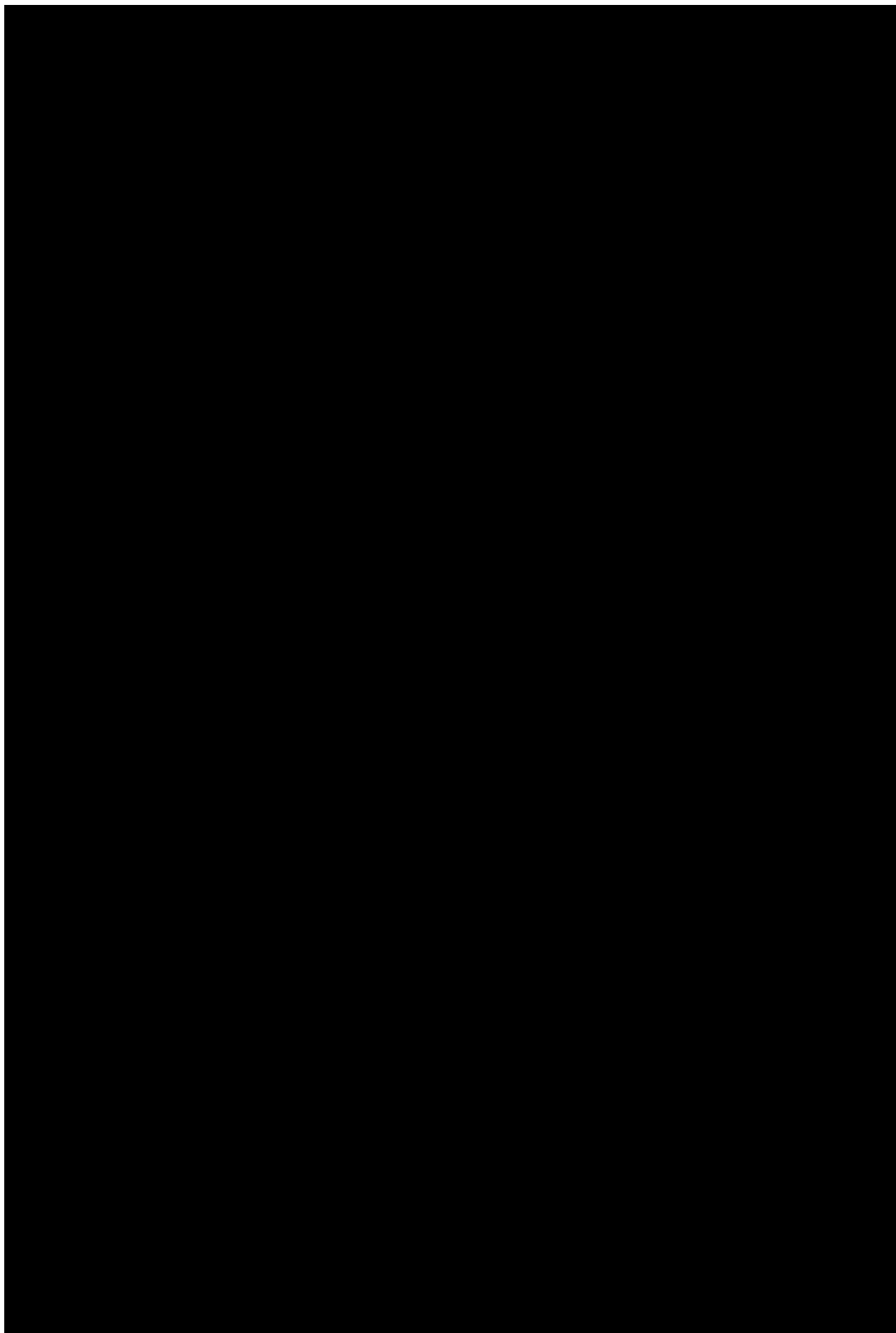


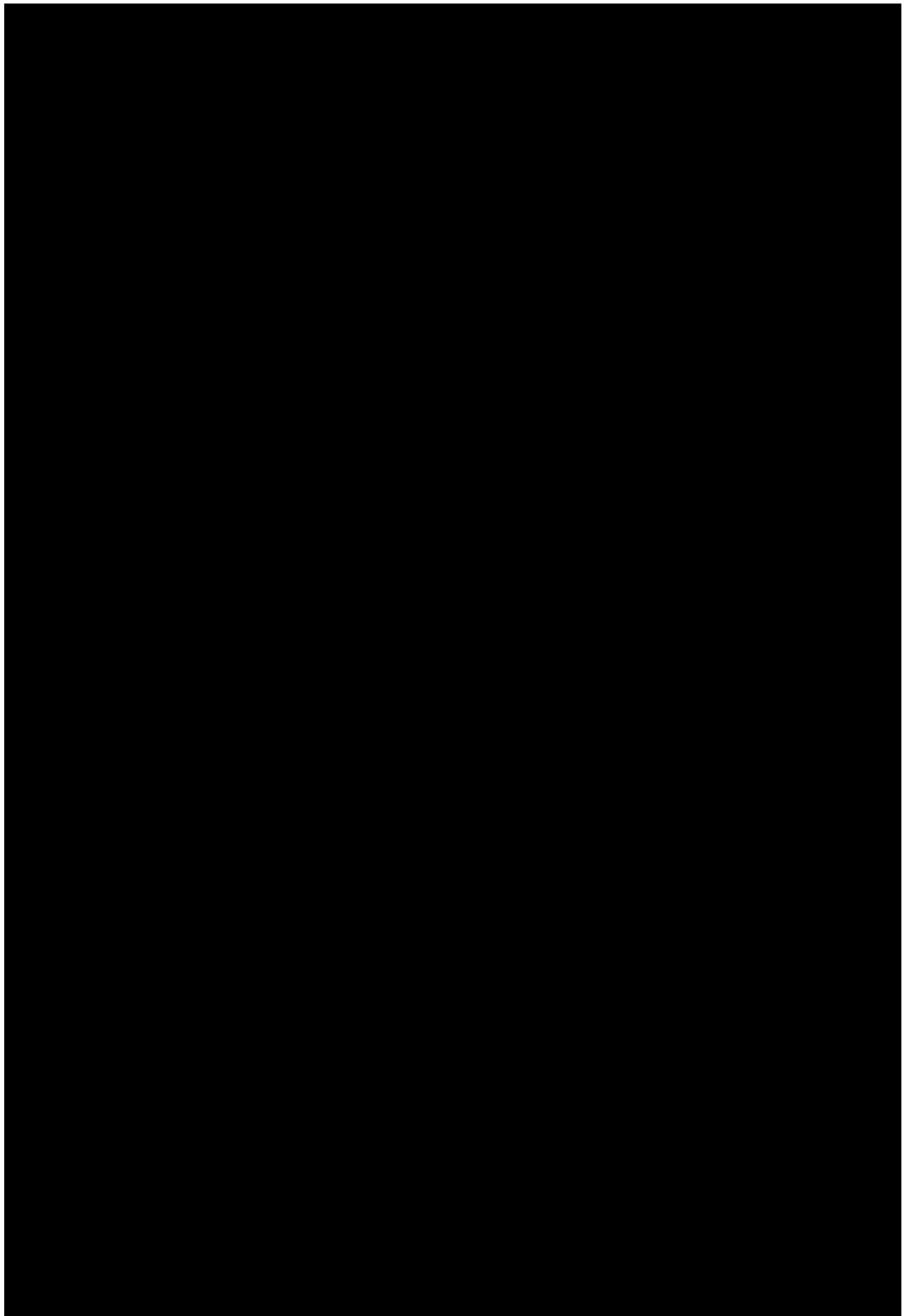


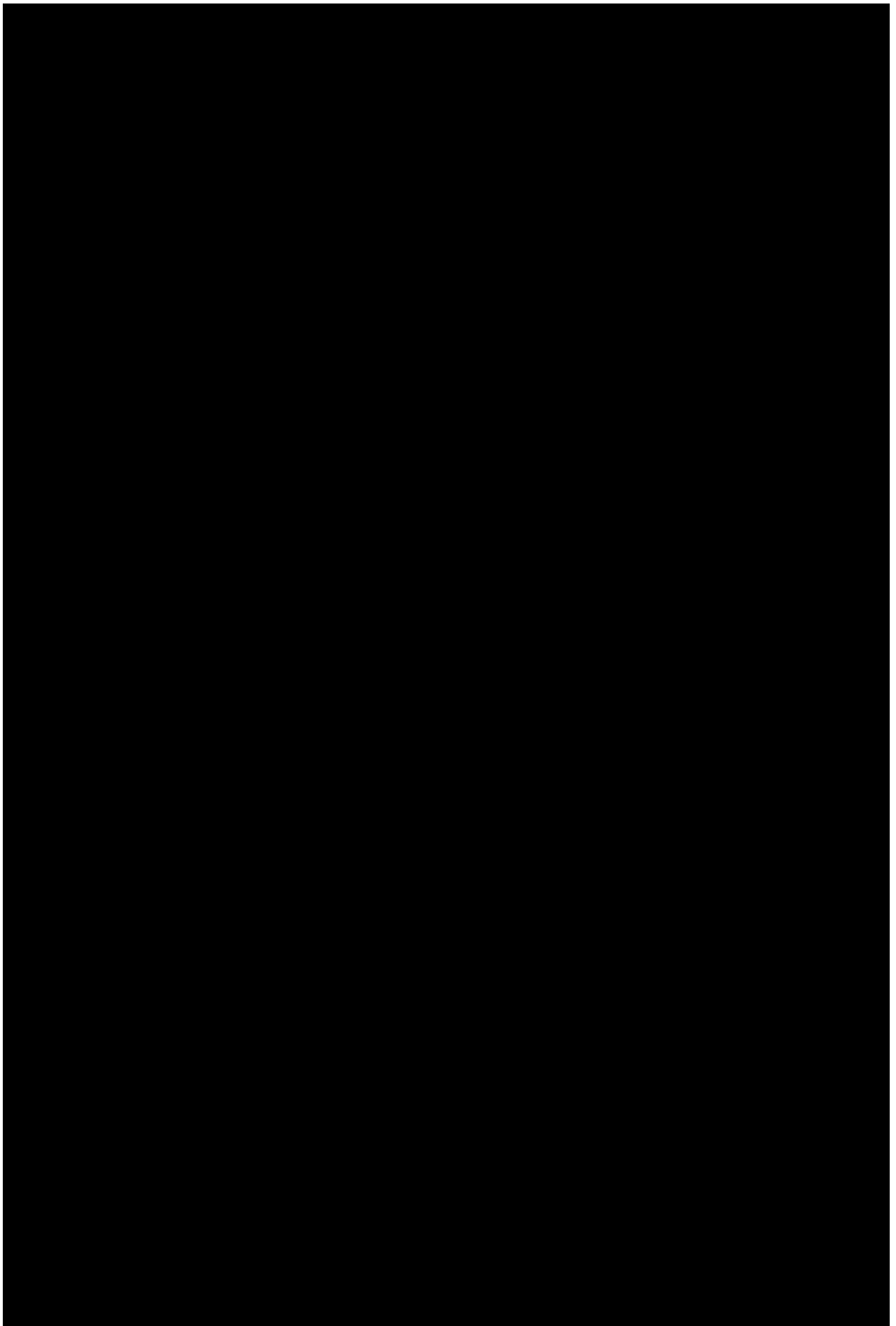
B. Compliance with data protection principles

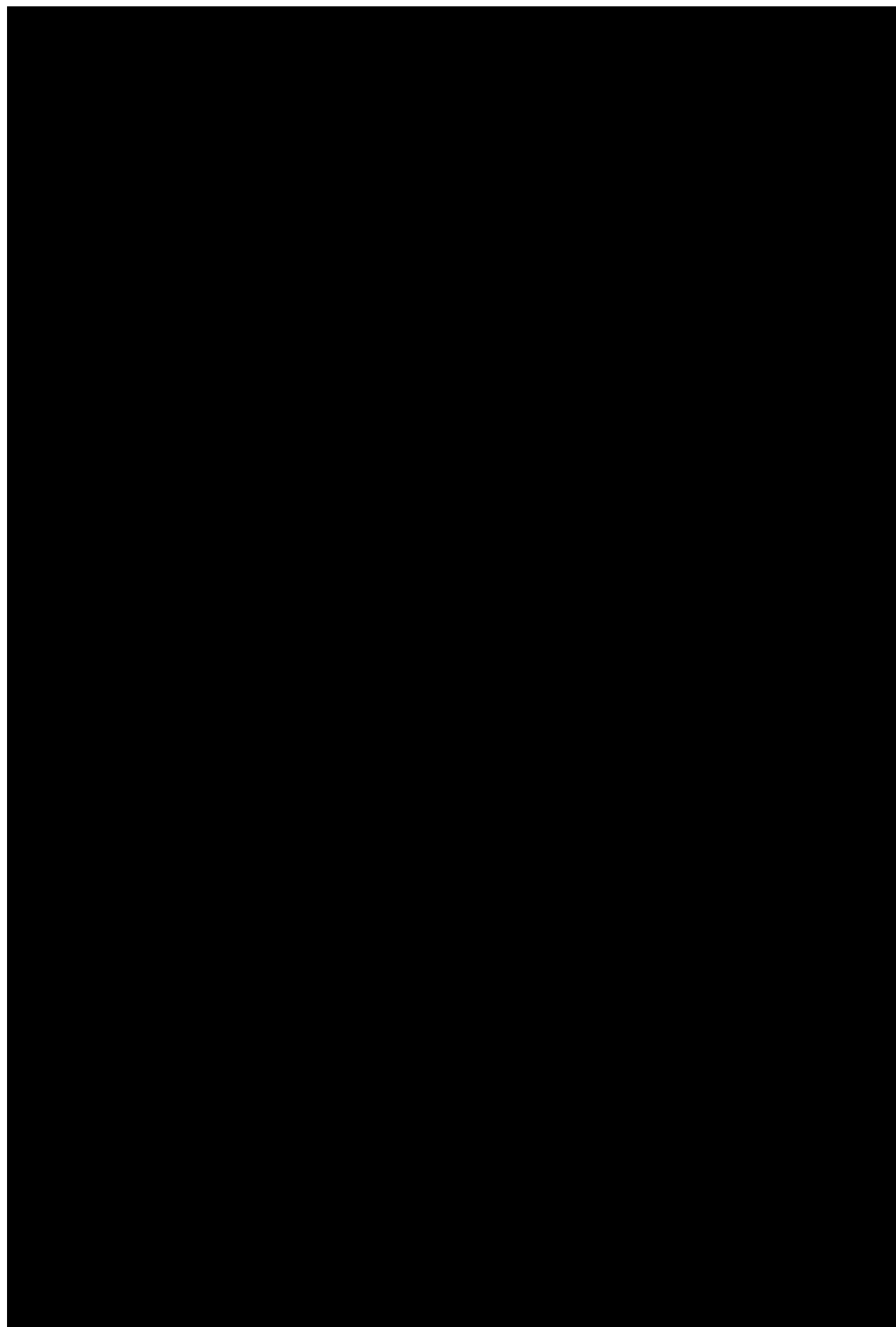


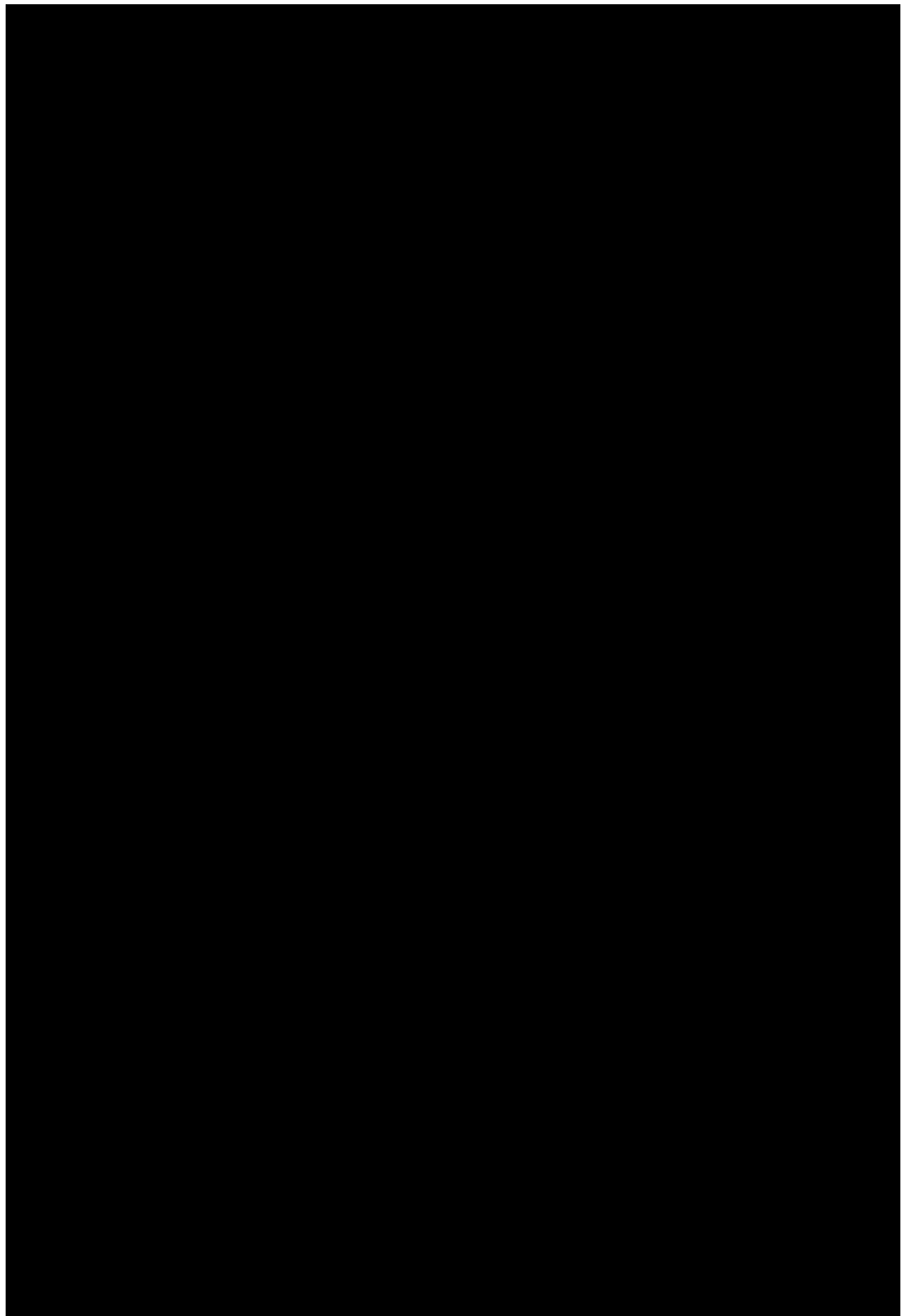


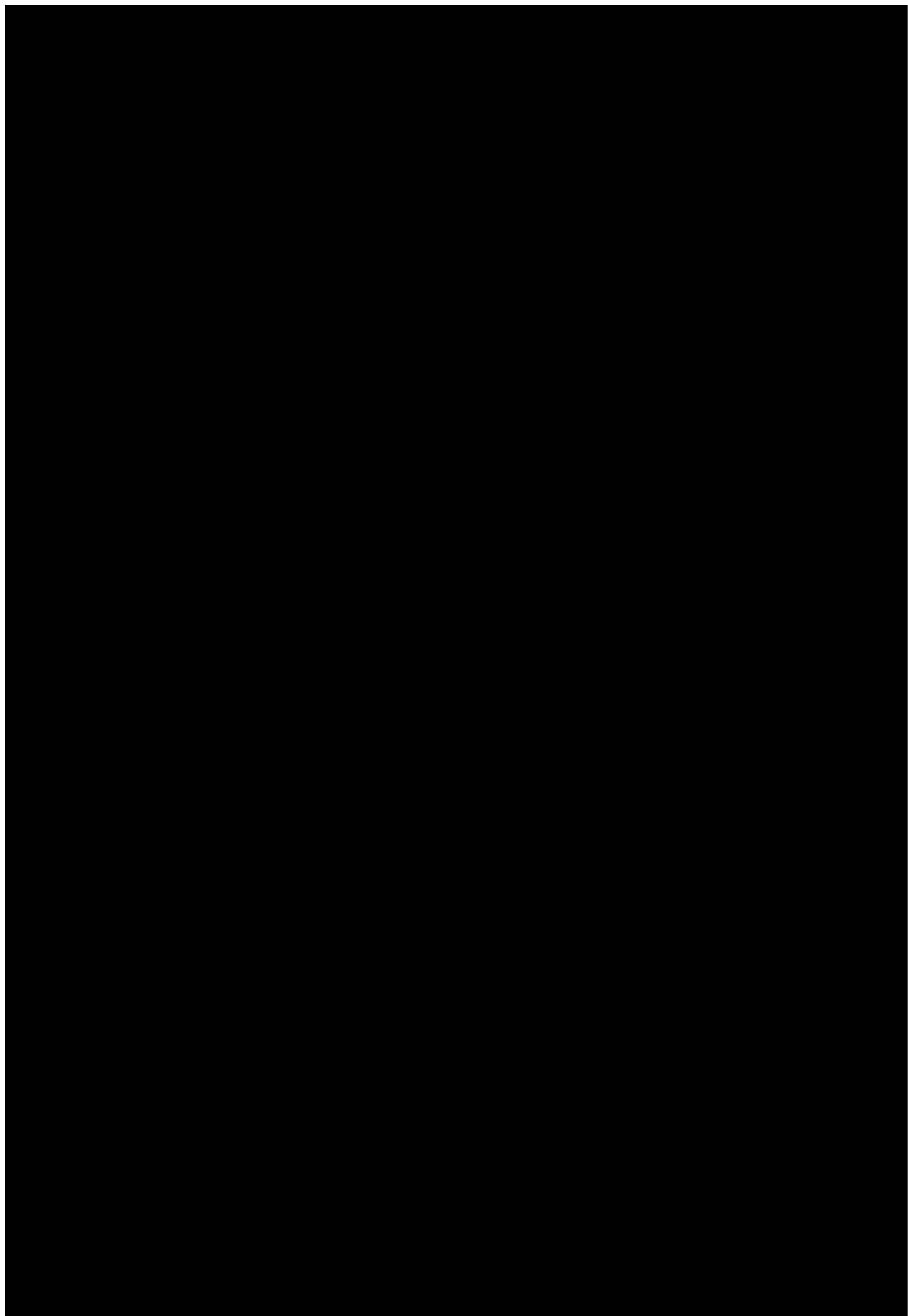


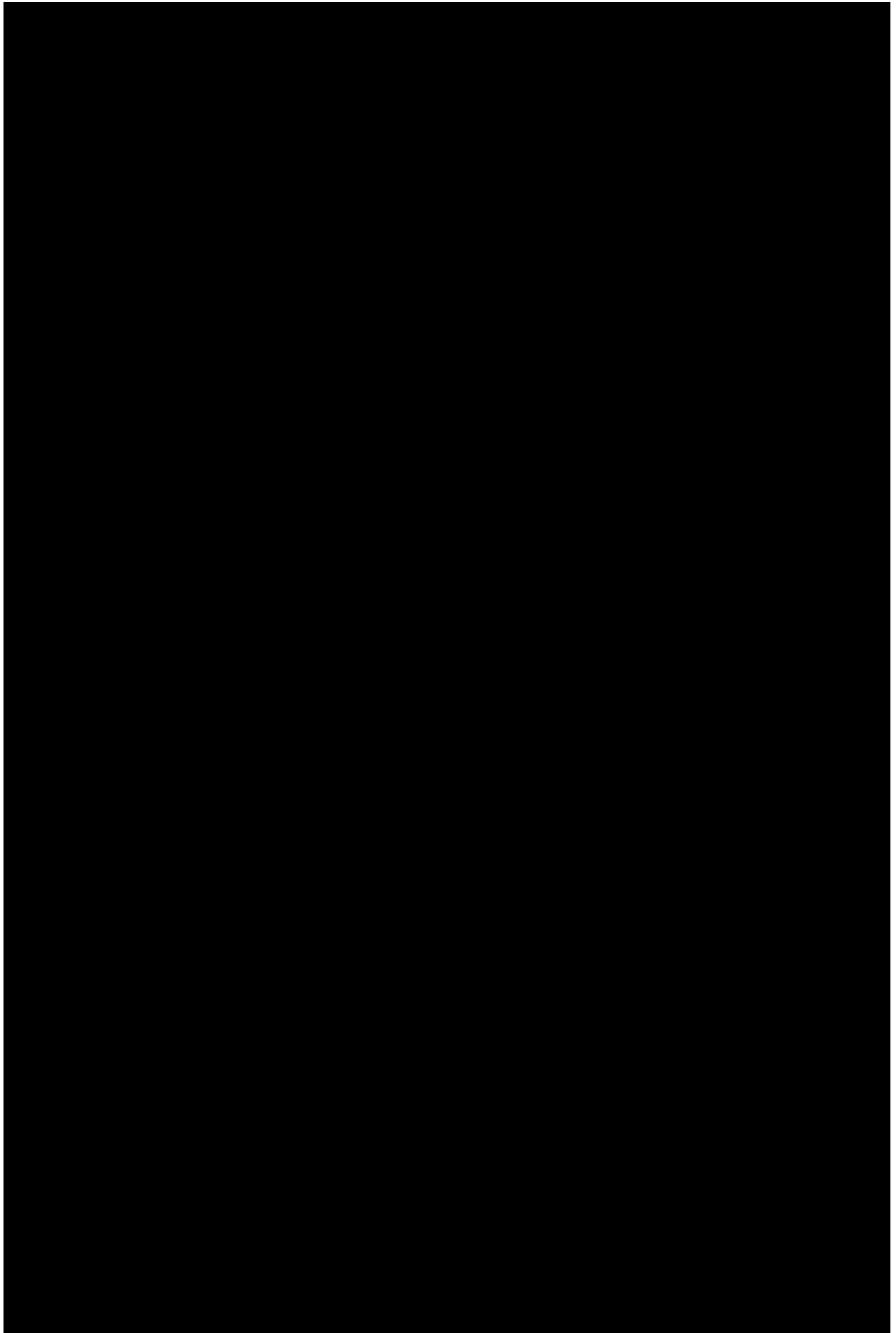


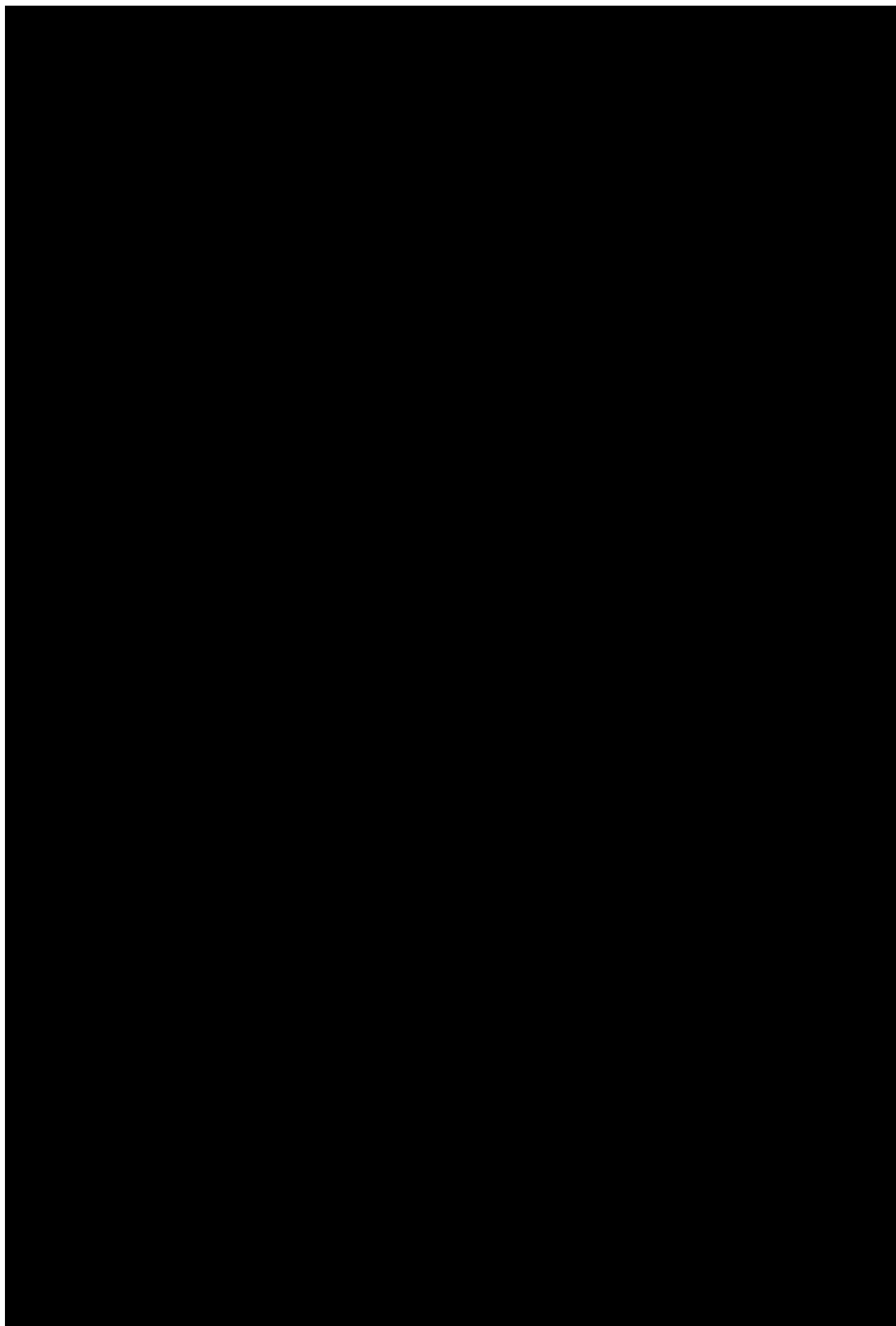


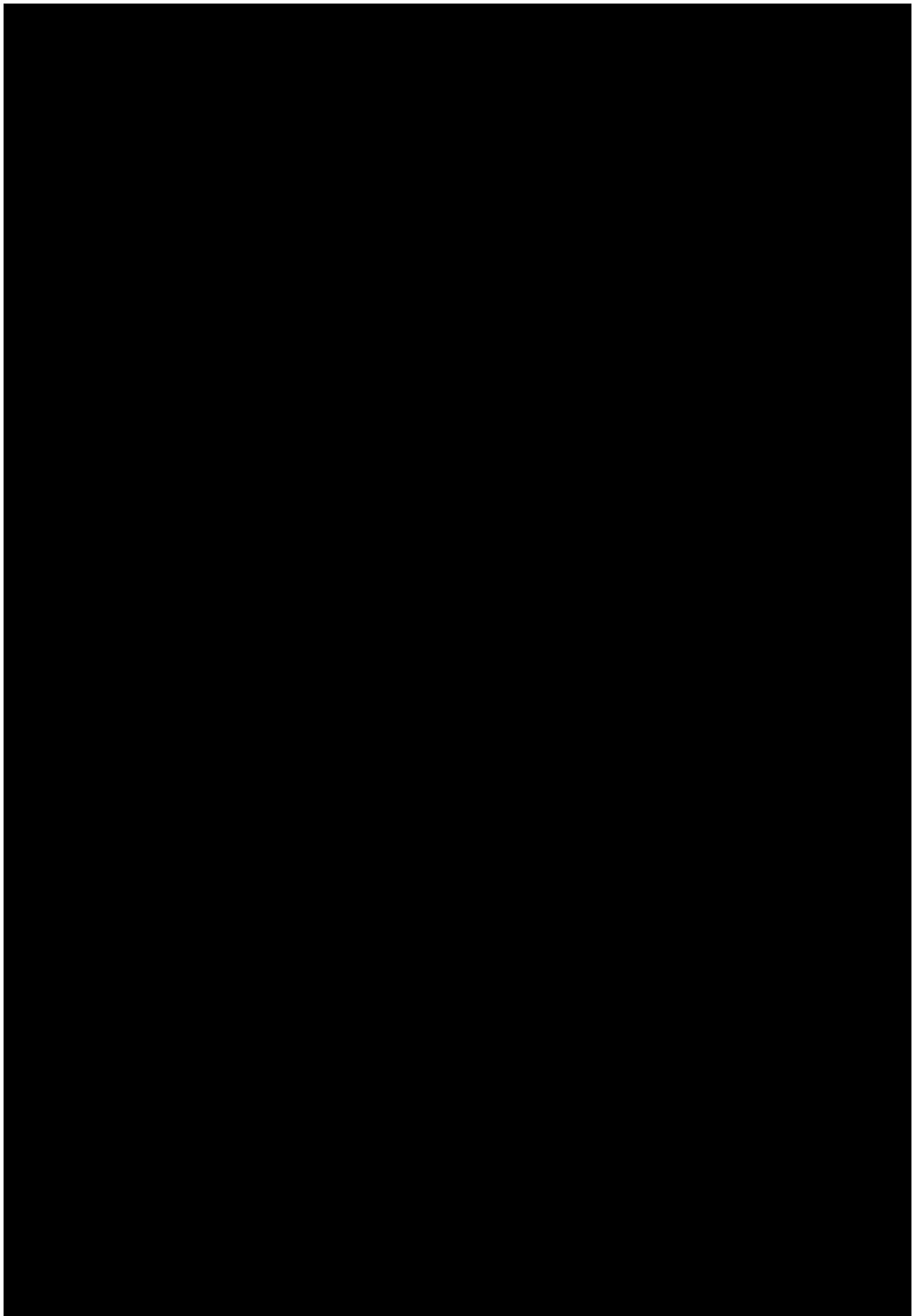


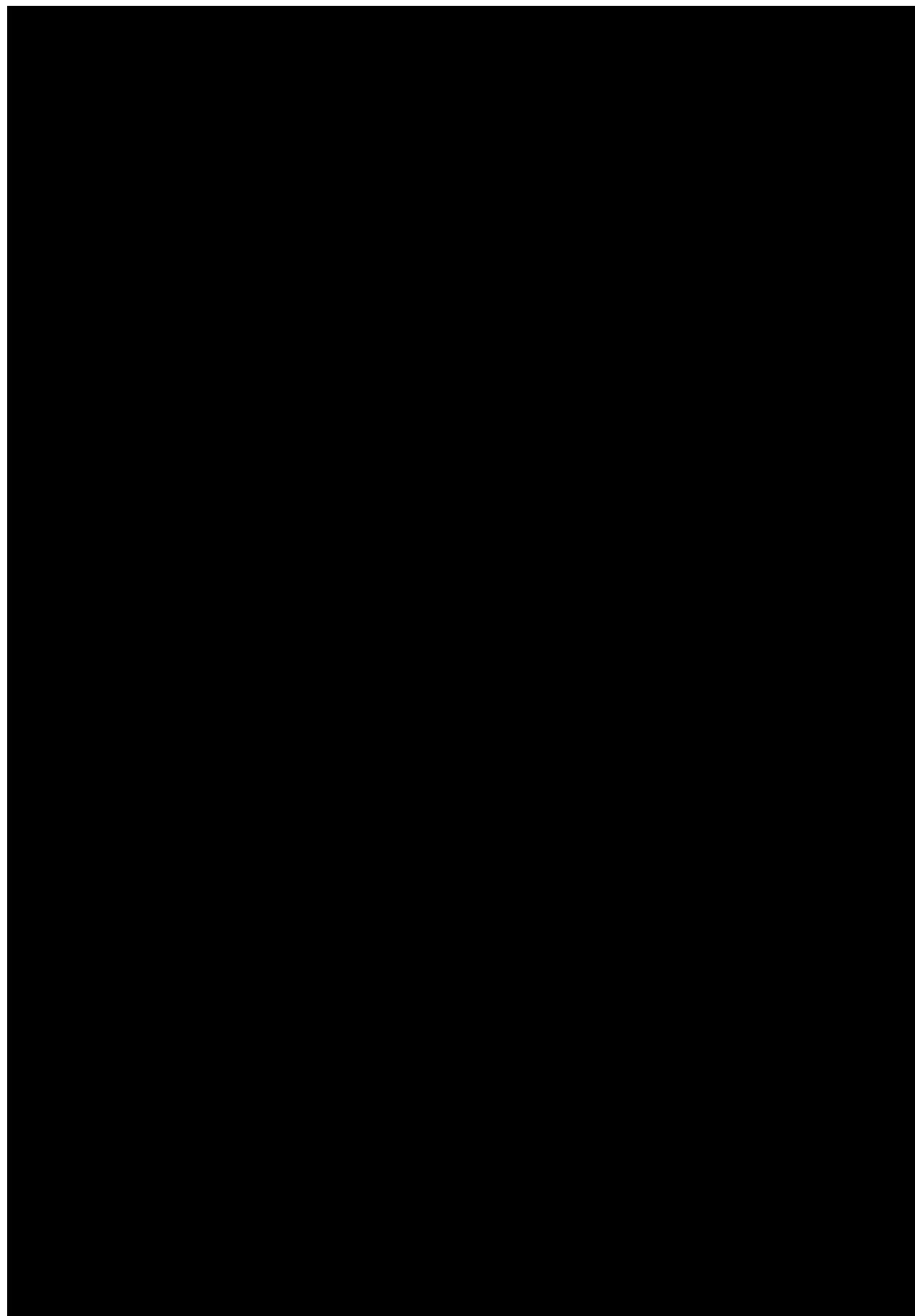


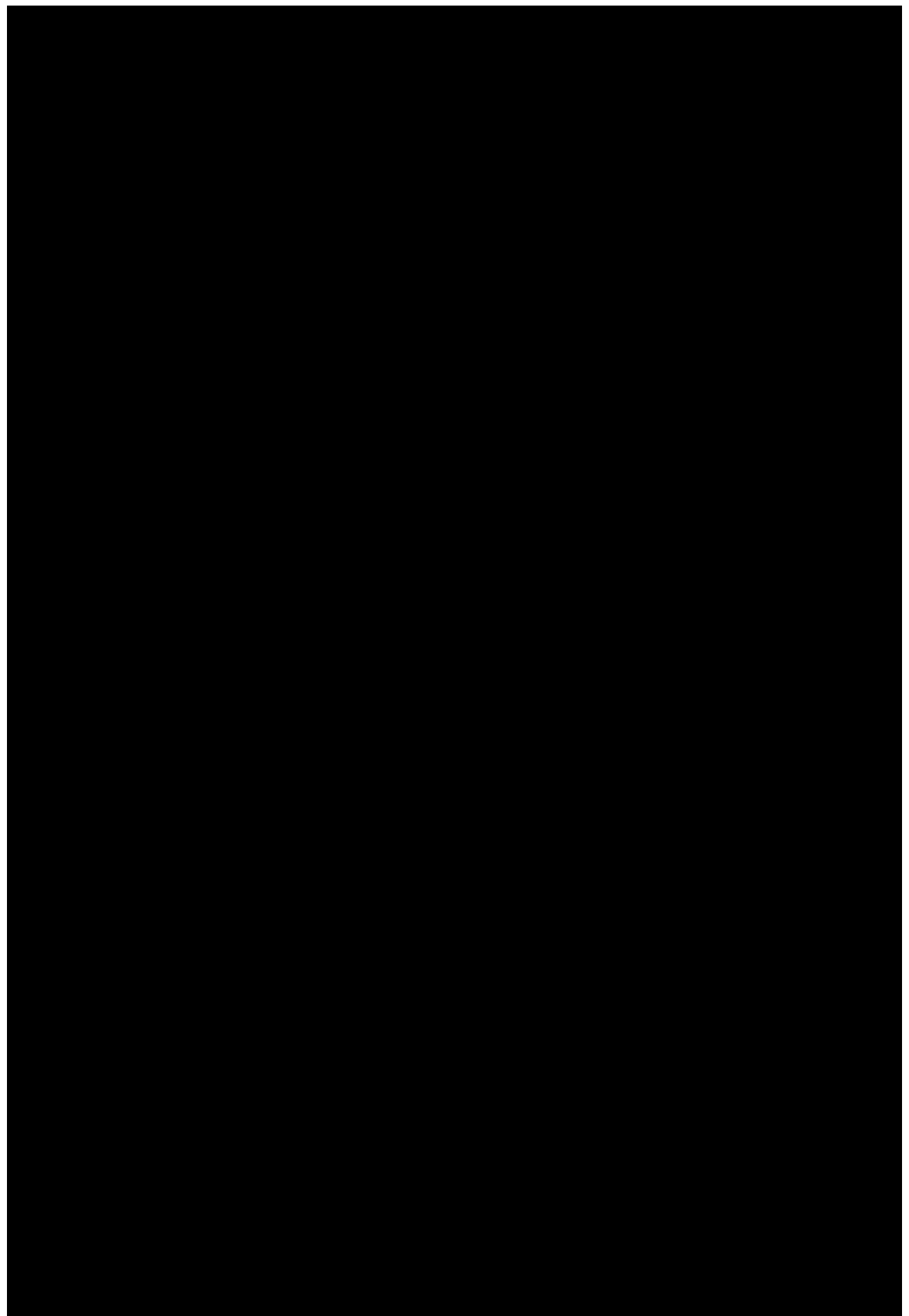






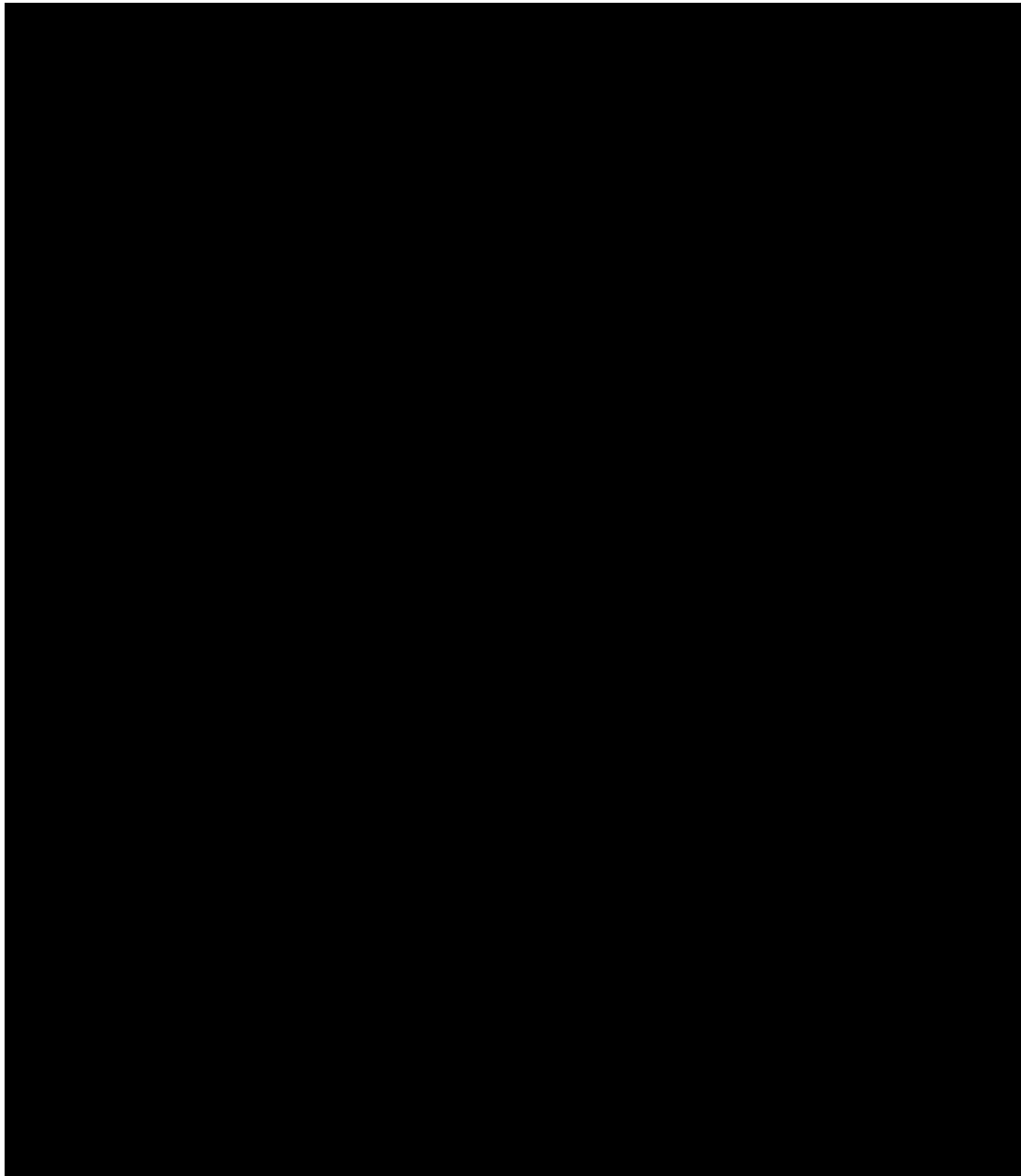








C. Other Legislation and policies

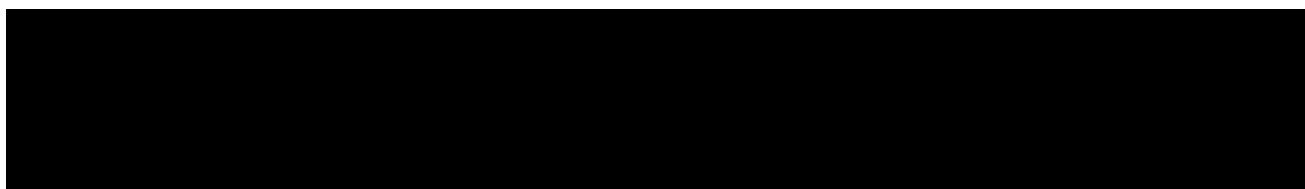


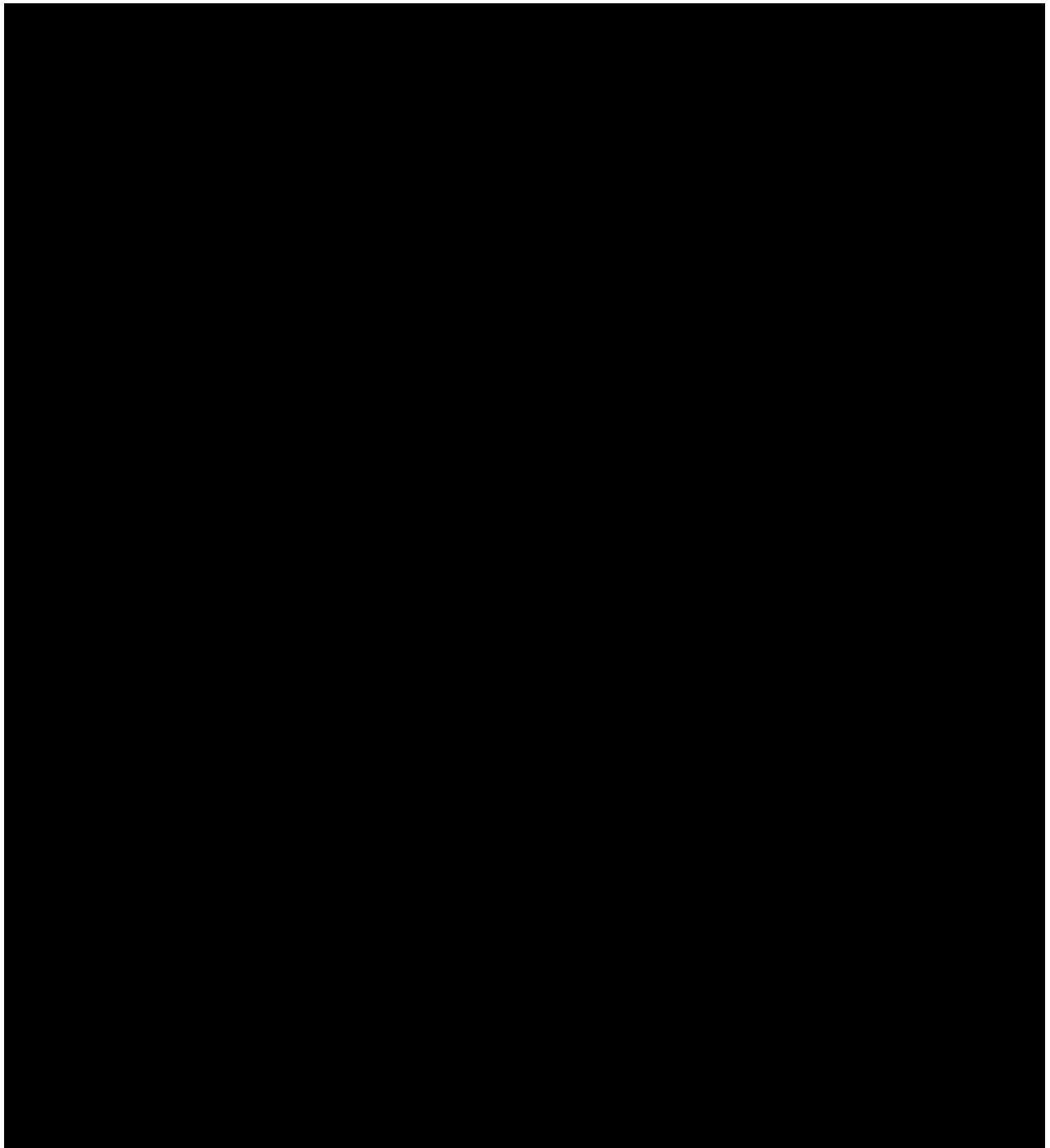
D.Necessity and proportionality

This section examines whether the proposed solution is necessary, and if it will achieve its aims in a proportional way.



F.





G. Risk management

Privacy risks identified as part of the proposed solution, and from the perspective of data subjects, have been identified as part of the DPIA. They can be found in the agency risk register template document.

Risks will be transferred to the risk register for the proposed solution/project and managed in line with Insolvency Service's risk management lifecycle. Upon implementation of the proposed solution/project, the risks will be owned by the business area responsible for the proposed solution and moved to the applicable risk register.

H. Consultation & approval

I. Consultation

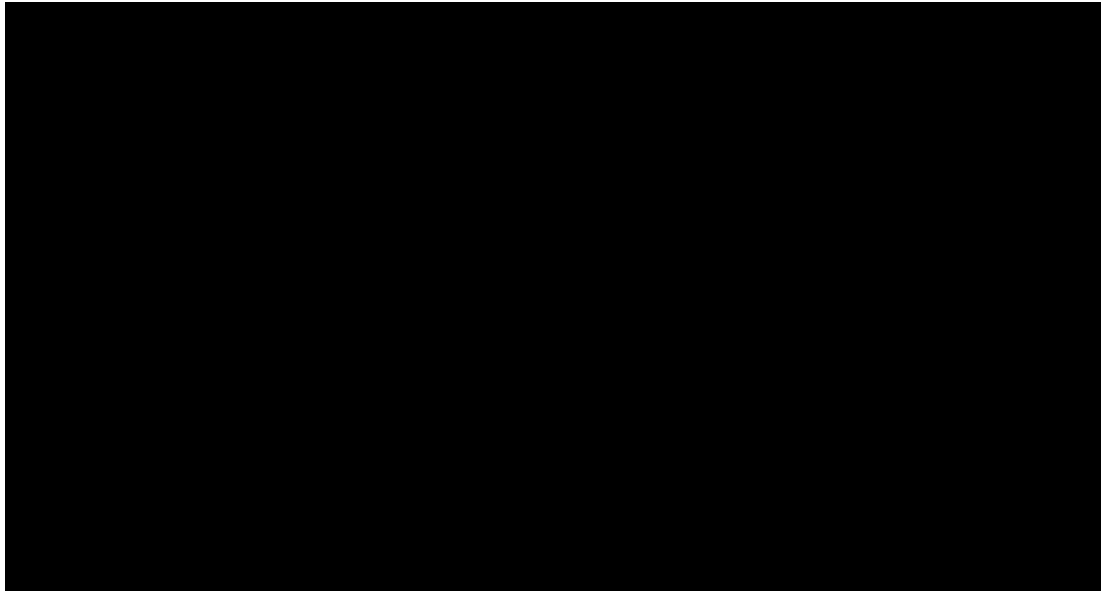
Data subjects

This processing has been ongoing for some time. Most data subjects will be used to calls to organisations being recorded, and in fact rely on those recordings for complaint investigations.

Internal and external stakeholders

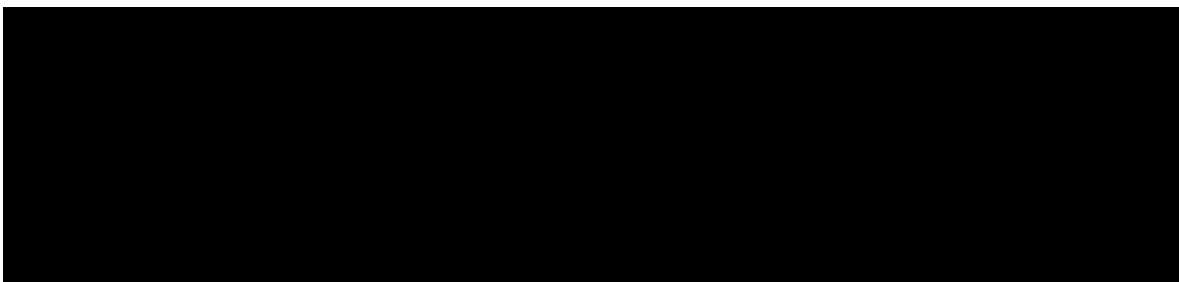
At a minimum, the Information Rights Manager must be consulted.

The following individuals have been invited to contribute to the DPIA process, representing themselves, a function or an organisation.



J. Approval

The below named have read the DPIA, understood the content and are satisfied that the assessment of privacy risk has been carried out correctly.



K. Review

This DPIA will be reviewed every two years.