



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

<i>G-Cloud 12 Call-Off Contract.....</i>	<i>1</i>
<i>Part A: Order Form.....</i>	<i>2</i>
Principal contact details	3
<i>Schedule 1: Services</i>	<i>24</i>
NOMIS Modules	24
Live Services Support.....	27
Improvements, Configuration, and Enhancement	34
<i>Schedule 2: Call-Off Contract charges</i>	<i>35</i>
<i>Part B: Terms and conditions</i>	<i>37</i>
<i>Schedule 3 – Template Work Package.....</i>	<i>Error! Bookmark not defined.</i>
<i>Schedule 6: Glossary and interpretations.....</i>	<i>63</i>
<i>Schedule 7: GDPR Information</i>	<i>75</i>

Part A: Order Form

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

Digital Marketplace service ID number	630299697606203
Call-Off Contract reference	Prj_5293
Call-Off Contract title	Live Service Support and Maintenance for the NOMIS System
Call-Off Contract description	3 rd and 4 th Tier Live Service Support, Software and Maintenance and delivery of new Digital Initiatives for the P- NOMIS (National Offender Management Information System) (NOMIS) for HMPPS
Start date	29 th December 2020
Expiry date	28 th December 2022
Call-Off Contract value	██████████
Charging method	BACS
Purchase order number	To be confirmed upon contract signature

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

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

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

From the Buyer	The Secretary of State for Justice on behalf of Her Majesty's Prisons and Probation Service The Ministry of Justice 102 Petty France London SW1H 9AJ
To the Supplier	<div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 5px;"></div> <u>1Antares Drive, Suite 400</u> <u>Ottawa, Ontario K2E 8C4, Canada</u> Company number: 1995939 1-613-226-5511
Together the 'Parties'	

Principal contact details

For the Buyer:

Senior Business Lead

Title: Deputy Director for Prisons, HMPPS Digital

[REDACTED]

Delivery Lead Contact – Live Service Support and Maintenance

Title: Senior IT Service Manager

[REDACTED]

Delivery Lead Contact – Digital Initiatives:

Title: Service Lead

[REDACTED]

Commercial Contact:

Title: Commercial Manager

[REDACTED]

For the Supplier:

Title: Operations Director, Europe

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 29 th December 2020 and is valid for 24 months. The date and number of days or months is subject to clause 1.2 in Part B below.
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 90 days from the date of written notice for Ending without cause (as per clause 18.1).</p> <p>The notice period for any Additional Services under this Call-Off Contract can be terminated for convenience by the Buyer at 30 Working Days from the date of written notice for Ending without case.</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 12 weeks written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> Lot 2: Cloud software
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>[REDACTED]</p>
Additional Services	<p>Additional services to be incorporated under this Call-Off Contract are:</p> <ul style="list-style-type: none"> Digital Initiatives, being called from the SFIA rate card in Schedule 2 of this Call-Off Contract. <p>The Supplier will only deploy software upon proof of entitlement and provide evidence where requested.</p> <p>[REDACTED]</p>

Location	<p>The Services will be delivered to: [REDACTED]</p> <p>During the COVID-19 pandemic period, Buyer and Supplier staff's normal working locations will be remote from office locations.</p> <p>All work delivered by the Supplier for the Buyer for Live Service Support, Maintenance, and Digital Initiatives, will be managed within the United Kingdom throughout the duration of this Call-Off Contract, including under any Contract extension periods.</p>
Quality standards	<p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • The Supplier currently does not follow a formal quality standard framework such as the ISO 9000 family of standards. However, the Supplier contemplates a transition to an enhanced quality program generally following the Scrum.org framework for Agile and DevOps. The Supplier will work with the Buyer to incorporate mutually agreed upon good industry practices for quality assurance. • Cyber Essentials • Security Clearance (SC) is required for all Supplier Staff who will provide support to the Buyer for Live Service Support and Maintenance Support. All Supplier staff have SC clearance, excluding 2 members of Supplier staff. The 2 members of Supplier staff who have had their SC Clearance expired are currently in the process of applying for their SC Clearance to be reinstated. • Baseline Personnel Security Standard (BPSS) clearance is required for all Digital Initiatives Supplier staff. <p>The Supplier's Digital Initiatives Development Resources team may have Security Clearance, which will be confirmed during the Call-Off Contract as part of an exception list maintained by HMPPS Digital Service Lead on behalf of the Buyer. Digital Initiatives team members who will be required to hold Security Clearance will be confirmed during the Call-Off Contract. The Buyer will advise the Supplier which Supplier Digital Initiatives team members will require to hold Security Clearance, and the Supplier will manage this SC on behalf of their Staff. Once this SC clearance is received, the Digital Initiatives team member will be added to the Buyer's Exception List. Exception list inclusion depends on the Supplier applicant having had BPSS clearance and SC clearance forms submitted and approved by the relevant Authority.</p>
Technical standards:	<p>The technical standards used as a requirement for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • The Supplier shall conform to the procedures and guidelines described in the Buyer's MOJ Digital and HMPPS Digital Acceptable Use Policy and MoJ Digital and HMPPS Digital Information Security Policy.

Service level agreement:

The service level and availability criteria required for this Call-Off Contract are as listed below.

Supplier Live Service Support is available for users via the 24/7hour support portal, via email to the Supplier Support Team, and phone support availability (8am – 6pm, Monday to Friday) to the Supplier’s Manager for the Service Support Team. Supplier Live Service Support is to deliver both high availability and fault tolerance to ensure the NOMIS environments are running to exceed 99.99% up-time.

The Supplier may offer onsite support at HMPPS Digital Studios as required. Where necessary, the Supplier will request that the Supplier’s technical account manager, Supplier’s cloud support engineer, Supplier developers or the Supplier’s Live Support Manager may travel to HMPPS Digital to provide these services These onsite visit costs are incorporated into the Maintenance and Live System Support charges for this Call-Off Contract and will not incur an additional charge to the Buyer.

Priority Level	Definition	Response Time	Resolution Action	Work Effort	Communication Frequency
P1	Defect exists where the System is down. Users cannot access the system, system is inoperable, and overall system is not functioning. For example, Production system crash or hang. No workaround is available.	Supplier shall respond by telephone to the HMPPS Digital on behalf of the Buyer within one (1) hour of initial notification to Supplier.	Supplier shall provide reasonable efforts to affect a resolution within twenty-four (24) hours of the initial notification. Failing which Supplier will provide an action plan to address the issue.	Continuous 24 x 7 until resolution is identified. This is provided the customer is available to work with us during these hours. Exec assignment Project manager assignment Architect assignment	Every 2 hours, 7 days per week
P2	A Defect exists where significant portions of the Application Package are severely impaired to the extent that one or more modules is totally inoperative and no work around is available. P2 includes P1 Defects where a workaround exists.	Supplier shall respond by telephone or electronic means to the HMPPS Digital on behalf of the Buyer within two (2) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier’s business hours, this response time shall start when the notification is received by Support personnel.	Supplier shall provide reasonable efforts to affect a resolution within one hundred twenty (120) hours of initial notification to Supplier. Providing the initial notification was during supported hours if not, the resolution period will begin at the start of the supported hours. If resolution is not possible during the one hundred twenty (120) hours Supplier will provide and action plan to address the issue.	Continuous 8x5 during support hours until resolution is identified	Daily Updates
P3	A Defect exists where the Application Package Programs are impaired to the that some non-critical functions are not operating. (Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.) P3 includes P2 Defects where a workaround exists.	Supplier shall respond by telephone or electronic means to HMPPS Digital on behalf of the Buyer within four (4) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier’s business hours, this response time shall start when the notification is received by Support personnel.	Supplier shall provide reasonable endeavor efforts to affect a resolution within thirty (30) days of initial notification or according to the agreed release schedule.	Daily during Supplier business hours	Once per week
P4	No System Impact: No system impact may include questions and or	Supplier shall respond by telephone or electronic means	Supplier shall provide reasonable efforts to affect a resolution within a Support or	During Supplier business hours where resources permit	Status as available through the self-service

	<table><tr><td></td><td>requests for advice and guidance. This severity Level also includes cosmetic defects that do not affect the functionality but do affect the general look and feel of the application/product. P4 includes P3 defects where a work around exists.</td><td>to HMPPS Digital on behalf of the Buyer within eight (8) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier's business hours, this response time shall start when the notification is received by Support personnel.</td><td>Technological Release.</td><td></td><td>Web portal or by contacting client support.</td></tr></table>		requests for advice and guidance. This severity Level also includes cosmetic defects that do not affect the functionality but do affect the general look and feel of the application/product. P4 includes P3 defects where a work around exists.	to HMPPS Digital on behalf of the Buyer within eight (8) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier's business hours, this response time shall start when the notification is received by Support personnel.	Technological Release.		Web portal or by contacting client support.
	requests for advice and guidance. This severity Level also includes cosmetic defects that do not affect the functionality but do affect the general look and feel of the application/product. P4 includes P3 defects where a work around exists.	to HMPPS Digital on behalf of the Buyer within eight (8) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier's business hours, this response time shall start when the notification is received by Support personnel.	Technological Release.		Web portal or by contacting client support.		
	<p><u>Data Standards in Use</u></p> <p>Oracle provided built-in datatypes are used which are Character Datatypes, Numeric Datatypes, DATE Datatype, LOB Datatypes, RAW, LONG RAW Datatypes, ROWID and UROWID Datatypes.</p> <p>PL/SQL has additional datatypes for constants and variables, which include BOOLEAN, reference types, composite types (collections and records), and user-defined subtypes.</p> <p>Oracle standards and best practices that we use in managing, manipulating or enriching data/datasets are:</p> <ul style="list-style-type: none">• Data Definition Language (DDL) statements are used to define the database structure or schema.• Data Manipulation Language (DML)- statements are used for managing data within schema objects.• Data Control Language (DCL)- gives user's access privileges to database.• Transaction Control (TCL) statements are used to manage the changes made by DML statements. It allows statements to be grouped together into logical transactions. <p>The Supplier's NOMIS's Oracle database is both SQL and JDBC/ODBC compliant, providing easy access to data via industry-standard interfaces.</p>						
Onboarding	The Supplier is the incumbent provider for this service. The Supplier is to continue to provide these services to the Buyer as per the terms of this Call-Off Contract.						
Offboarding	<p>The offboarding plan for this Call-Off Contract shall be as per the below. This will be enacted at least 90 days in advance of the Call-Off Contract End Date:</p> <p>As per the Supplier's Service Offering 630299697606203, the Supplier shall abide by the following requirements as part of the Offboarding for this Service:</p> <ul style="list-style-type: none">• Upon termination, the Supplier will return all Buyer Data and property (including any Buyer-owned software and any 3rd party software provided to Supplier by the Buyer).						

	<ul style="list-style-type: none"> • To the extent the Supplier holds any Buyer Data, Supplier will, upon termination, promptly adhere to the reasonable instructions of the Buyer as to its return or destruction (as the case may be). • The Supplier and the Buyer will undertake any required actions for the NOMIS baseline code in Escrow, as per the existing Escrow Agreement, at least 60 days in advance of the Call-Off Contract End Date. • All Digital Initiatives Development Resources will return MOJ issued laptops prior to or on the Contract End Date to HMPPS Digital Service Leads on behalf of the Buyer. These laptops returned by the Digital Initiatives Development Resources team will signed in as by HMPPS Digital Services Leads as per MOJ's IT Security protocol. HMPPS Digital Services Leads will work with MOJ IT Security Leads to confirm IT Security requirements for decommissioning these laptops and agree this decommissioning plan at least 60 days in advance of the Contract End Date. • The Supplier's Staff members involved in the provision of services under this Call-Off Contract, including Live Service Support Staff, Support Manager, Maintenance Support Staff, and Digital Initiatives Development Resources team, shall no longer hold control and access rights to the NOMIS system Offender Management data from the Contract End Date onwards. • The Supplier's Staff members involved in the provision of services under this Call-Off Contract, including Live Service Support Staff, Support Manager, Maintenance Support Staff, and Digital Initiatives Development Resources team, shall have all systems relating to the NOMIS system Offender Management data system decommissioned, and all synthetic data decommissioned, on the Contract End Date. <p>Any additional offboarding requirements that are identified after the Contract Start Date are to be agreed in writing by both Parties at least 90 working days before the Contract End Date. This agreement for any additional offboarding requirements shall include confirmation of both Parties' responsibilities in enacting and completing these additional offboarding requirements, and any additional charges for these additional offboarding requirements are to be paid by the Buyer to the Supplier that may be incurred outside of the Live Service Support and Maintenance Call-Off Charges as listed in this Call-Off Contract. Any additional offboarding requirements that are mutually agreed in writing shall incur no additional cost to the Buyer under this Call-Off Contract.</p>
Collaboration agreement	N/A
Limit on Parties' liability	[REDACTED]
Insurance	[REDACTED]

Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive days.
Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits as per clauses 7.4 to 7.13 of the G-Cloud 12 Framework Agreement.</p> <p>7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> 7.4.1 operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers 7.4.2 Services provided under any Call-Off Contracts (including any Subcontracts) 7.4.3 amounts paid by each Buyer under the Call-Off Contracts <p>7.5 The Supplier will provide a completed self audit certificate (Schedule 2) to CCS within 3 months of the expiry or Ending of this Framework Agreement.</p> <p>7.6. The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> 7.6.1 7 years after the date of Ending or expiry of this Framework Agreement 7.6.2 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End 7.6.3 another date agreed between the Parties <p>7.7. During the timeframes highlighted in clause 7.6, the Supplier will maintain:</p> <ul style="list-style-type: none"> 7.7.1 commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations 7.7.2 books of accounts for this Framework Agreement and all Call-Off Contracts 7.7.3 MI Reports 7.7.4 access to its published accounts and trading entity information 7.7.5 proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement 7.7.6 records of its delivery performance under each Call-Off Contract, including that of its Subcontractors <p>7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.</p> <p>7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:</p> <ul style="list-style-type: none"> 7.9.1 provide audit information without delay 7.9.2 provide all audit information within scope and give auditors access to Supplier Staff

	<p>7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p> <p>7.10.1 the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)</p> <p>7.10.2 any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only</p> <p>7.10.3 the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier</p> <p>7.10.4 any other aspect of the delivery of the Services including to review compliance with any legislation</p> <p>7.10.5 the accuracy and completeness of any MI delivered or required by the Framework Agreement</p> <p>7.10.6 any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records</p> <p>7.10.7 the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date</p> <p>7.11 The Supplier will reimburse CCS its reasonable Audit costs if it reveals:</p> <p>7.11.1 an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period</p> <p>7.11.2 a Material Breach</p> <p>7.12 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a Supplier's appointment) for Material Breach if either event in clause 7.11 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.</p>
Buyer's responsibilities	<p>The Buyer is responsible for the following:</p> <ol style="list-style-type: none"> 1. Without cost to the Supplier, the Buyer shall provide to the Supplier reasonable co-operation and assistance to enable the Supplier to provide the Services contemplated hereby. In particular, and without limiting the generality of the foregoing, the Buyer shall: <ol style="list-style-type: none"> a. Establish and maintain an internal support desk whereby all end user reported defects in the Supplier Software would be first diagnosed and confirmed as bona fide defects before logging a support call with the Supplier. All Support calls must be channelled through certain individuals designated by the Buyer; b. provide to the Supplier all information, services, facilities, access to appropriate members of the staff of Buyer as reasonably required by the Supplier and the development and unit test

environment hardware and software tools required to provide Live Support services as defined in Schedule 1

- c. provide and maintain, at all times, a separate, functional Delivery Platform (whereby all software deliverables provided by the Supplier to Buyer shall be validated and tested) and, subject to Buyer procedures and requirements established to maintain security, grant the Supplier access thereto;
 - d. perform any and all Database administrative duties as may be required for the continuing operation, speed and optimal performance of the Supplier Software that includes, without limitation, backup and recovery, monitoring table space and disk usage levels, object extents. The Buyer's DBAs will perform this role, and the Supplier will provide guidance and recommendations to support this work;
 - e. supply all pertinent data and information (including Database dumps, as requested);
 - f. not unreasonably withhold support from the Buyer's resources that the Supplier would enable the Supplier to execute their obligations under this call off;
 - g. report problems or faults within such time, on such forms and with such degrees of particularity as the Supplier may, from time to time, request;
 - h. in the event of an emergency or crisis, and at the specific request of the Buyer, provide the Supplier with electronic or other access to the Production System for purposes of applying a Database or data corruption fix on the understanding that, except for wilful negligence on the part of the Supplier, the Supplier assumes no liability resulting from such emergency or crisis access;
 - i. ensure that its personnel are fully trained in the use and operation of the Supplier Software; and use the Supplier Software in accordance with the Business Rules.
2. The Buyer is responsible for purchasing and maintaining the Oracle license for HMPPS users for providing the appropriate platform for the NOMIS system. The HMPPS Digital Service leads on behalf of the Buyer is to update the Supplier to confirm when the MOJ's Oracle Licenses will be updated during the Call-Off Contract, to ensure that NOMIS maintenance and Live-Support Services may continue to be provided without a break in delivery of services.
 3. The Buyer will work with the Supplier during Quality Assurance reviews to discuss requirements for the NOMIS system. These Quality Assurance Reviews will be scheduled on a monthly basis by the MOJ Service Delivery Manager and attended by the MOJ Service Delivery Manager and the Supplier Service Delivery Manager.
 4. The Buyer will discuss the Supplier Quality Assurance review criteria with the Supplier, including but not limited to;
 - a. code quality; and
 - b. defect definitions.

	<p>5. Buyer understands and agrees that all Defect corrections and Support Releases (and any related Database scripts) should be promptly implemented in the Production System. The Buyer acknowledges that its failure to so implement such Defect corrections and Support Releases may render the Supplier Software unusable or non-conforming to Documentation. The Buyer agrees to install and put into production use (a) corrections to Defects within thirty (30) days of delivery by the Supplier and, (b) Support Releases within such reasonable time as the Supplier may specify.</p> <p>6. It is the Buyer's responsibility to provide access to the security clearance process to allow new resources, and the renewal of existing resources, so that they may apply for the level of clearance required by the Buyer to deliver the Services.</p> <p>7. The Buyer is responsible for the management and maintenance of the Change Management Protocol, which the Supplier will abide by for delivering all Change Management Protocols as instructed by the Buyer.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes:</p> <ul style="list-style-type: none"> • Development Environment space on the Buyer's Azure platform for Supplier Digital Initiatives Development Resources teams to utilise Development Environments to complete delivery services. Environments including and not limited to; <ul style="list-style-type: none"> ○ Development ○ Test ○ Delivery • Ministry of Justice laptops for the Supplier Live Support Team. <p>This equipment is used to support the Supplier in providing Azure platform for Supplier Digital Initiatives work.</p> <p>The Buyer is responsible for providing the Supplier with access to those networks required to allow the Supplier to successfully execute the Services, including and not limited to access to the Quantum network and appropriate Azure cloud environments.</p>

Supplier's information

Subcontractors or partners	N/A
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
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Payment profile	<p>For the Live Services Support and Digital initiatives, the payment profile for this Call-Off Contract is monthly in arrears.</p> <p>For the Software Maintenance fee, the Supplier will issue electronic invoices on an annual basis (on or before 01 April) for the upcoming year. This shall be paid from the first date of Year 1 of this Call-Off Contract (Contract Start Date), to on or before 01 April 2021. Year 2 Charges may be paid from the first date of Year 2 of this Call-Off Contract (29th December 2021) to on or before 01 April 2022. Under any extension periods for this Call-Off Contract, the Software Maintenance fee shall be paid from the start date of Year 3 and Year 4 respectively, and on or before 01 April for the upcoming years for Years 3 and 4.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p>
Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p>
Who and where to send invoices to	<p>Invoices will be sent to:</p> <p>[REDACTED]</p> <p><u>Post:</u> Ministry of Justice Finance & Accounting Shared Services Connected Limited PO Box 766 Newport, Gwent NP20 9BB</p> <p>[REDACTED]</p>
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Purchase Order Number • Contract Reference Number and Title • Cost Centre Code • Invoice Period • Details of charges for the invoice period, including: <ul style="list-style-type: none"> ○ Which Live Support Services and Maintenance services were provided for the invoicing period ○ The charges for each of these Live Support Services and Maintenance Services for the invoiced period. ○ Each Digital Initiatives role for the invoiced period ○ SFIA Level of each Digital Initiatives role for the invoiced period ○ The number of days provided for delivering the Digital Initiatives services for the invoiced period ○ The start date for each Digital Initiatives role providing the services under the invoiced period

	<ul style="list-style-type: none"> ○ The end date for each Digital Initiatives role providing the services under the invoiced period ○ A breakdown of the fixed monthly charges for each of these services charges for these invoices, as per this Order Form and Schedule 2 of this Call-Off Contract.
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £9,989,421.35
Call-Off Contract charges	<p>The breakdown of the Charges are as below:</p> <p>Live Services Support [REDACTED]</p> <p>Charges in the above table are exclusive of VAT.</p> <p>The Live Service Support Fee is a fixed Charge within the Call-Off Year and is payable monthly in arrears.</p> <p>The Maintenance Fee is a fixed Charge within the Call-Off Year and is payable annually at the start of the Contract Year (the start of Year 1, start of Year 2 etc).</p> <p>Digital Initiatives: [REDACTED]</p> <p>This annual budget for Digital Initiatives will not be increased throughout the Call-Off Contract, including under any additional extension periods across the Call-Off Contract, unless agreed via a Contract Change Notice (CCN), signed by both Parties in advance of any increase to the Digital Initiatives budget. The Digital Initiatives Charges are capped Time and Materials (T&M) and are payable monthly in arrears.</p> <p>[REDACTED]</p>

Additional Buyer terms

Performance of the Service and Deliverables	<p>This Call-Off Contract will include the following, milestones:</p> <p>Throughout the duration of this Call-Off Contract, the Supplier Digital Initiatives Development Resources shall support the Buyer in providing ongoing Development, for content, back end development and integration, for the below module application services:</p> <ul style="list-style-type: none"> • Development of Single Offender Record • Development of APIs • Adjudications
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	<ul style="list-style-type: none"> • Property Management for the Public Prison Estate • Receiving a Prisoner into a Public Prison • Resettlement <p>Licensing for the Oracle software components that support the service will also be managed during by the MoJ Live Service support team in conjunction with the MoJ software licencing department, which will include the licence renewal and any provision requests for additional licences.</p>
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Intellectual Property Rights information has been updated for this agreement. This is as per Clause 11.1 of this Call-Off Contract. Background IPR is defined as:</p> <ul style="list-style-type: none"> • The National Offender Management Information System application <p>“New Supplier Products” shall relate to modifications, amendments, releases and updates to the Supplier’s N National Offender Management Information System application and modules.</p> <p>Project IPR, or HMPPS Developed Products, is defined as: IPR which is developed by the Digital Initiatives team, in correspondence with HMPPS Digital, for areas of activities which includes, but is not limited to:</p> <ul style="list-style-type: none"> • Entering and leaving Prison; • Safety and Security; • Opportunities for Change; Prison Wellbeing; <p>11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.</p> <p>11.2 Notwithstanding Clause 11.1 of this Call-Off Contract, the Parties agree that:</p>

	<p>11.2.1 All IPRs existing in the NOMIS system as at the Start Date of this Call-Off Contract shall be deemed to belong to the Supplier and shall be deemed to be Background IPRs of the Supplier</p> <p>11.2.2 All IPRs created only by the Supplier in relation to the NOMIS system during the term of this Call-Off Contract shall be deemed to be part of the NOMIS system, and therefore owned by the Supplier.</p> <p>11. 2. 3 all IPRs in relation to the NOMIS System by the Supplier's Digital Initiatives team with HMPPS Digital on behalf of the Buyer:</p> <ul style="list-style-type: none"> a. existing as at the Start date of this Call-Off Contract and/or b. created during the term of this Call-Off Contract shall be deemed to be Project Specific IPRs <p>11.3 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.</p> <p>11.4 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.</p> <p>11.5 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.</p> <p>11.6 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:</p> <ul style="list-style-type: none"> 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 <p>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:</p>
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	<p>11.7.1 modify the relevant part of the Services without reducing its functionality or performance</p> <p>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</p> <p>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</p> <p>11.8 Clause 11.5 will not apply if the IPR Claim is from:</p> <p>11.8.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract</p> <p>11.8.3 other material provided by the Buyer necessary for the Services</p> <p>11.9 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.</p> <p>11.10</p> <p>11.10 a) Without limiting the scope of the license set out in this Clause 11, the Buyer's license includes</p> <ul style="list-style-type: none"> (i) the right to properly install, test, trial and conduct acceptance procedures with respect to the Supplier Software, (ii) the right to have an undefined number of concurrent users of the Supplier Software for the management, supervision and administration of adult offenders and any growth in the number of concurrent users thereof and shall also include those youth or young offender facilities currently operated or managed by the Supplier Software, (iii) the right to conduct such activities that are reasonably required for the Buyer to be able to use the Supplier Software, learn to use it and to maintain and extend the Buyer facilities including training, development and testing activities, (iv) the right for all organisations that contract with the Buyer for the services related to the management of offenders to be allowed interactive use of the Supplier Software for services related to those offenders, including, in particular, staff involved with managing offenders at contracted-out prisons in the same manner as staff at public prisons,
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	<p>(v) the right to enjoy a data “view only” and/or data “extraction” right for jurisdictions within England and Wales and external to the Buyer as permitted and required by the Crown; that is, external agencies and organizations with “view only” rights may only run queries or reports against the Supplier Software database and, those external agencies or organizations with “extraction” rights may extract (by way of interface or otherwise) certain data from the Supplier Software database but shall not add, remove, edit, change or modify any data in the Supplier Software database, and</p> <p>(vi) the right to use the Supplier Software for providing services to or processing data of the Buyer, including providing remote access to the Buyer for purposes permitted hereunder, and performing disaster recovery, disaster testing, back-up and archive as the Buyer deems necessary;</p> <p>(c) Except as expressly provided in this Agreement, without the prior written consent of the Supplier in its sole discretion, the Buyer may not (and may not permit any person to):</p> <p>(i) modify, enhance or adapt the Supplier Software or any part of it,</p> <p>(ii) cause or permit reverse compilation, reverse engineering or reverse assembly of all or any portion of the Supplier Software or any part of it,</p> <p>(iii) transfer the Supplier Software to a different “Operating Environment”, being the hardware, operating system software and database software currently (as of the date of this Agreement) used for development and live operation of the Supplier Software (for greater certainty, including the Delivery Platform and the Production System),</p> <p>(iv) distribute, disclose, market, rent, lease or transfer to any third party any portion of the Supplier Software, or use the Supplier Software in any service bureau arrangement, facility management, or third party training, or</p> <p>(v) transfer, use or sublicense the Supplier Software outside England and Wales;</p> <p>(d) Notwithstanding Clause 11.3 and Clause 15, and as an express exception thereto,</p> <p>(i) the Buyer acknowledges and agrees that the source code to the Supplier Software will be considered the Confidential Information of the Supplier, and the Buyer shall not shall obtain any rights with respect to the computer code of the Supplier Software and related system documents that are in human-readable form, including all comments and any procedural code such</p>
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	<p>as job control language (the “Source Code”) except as provided in this Agreement,</p> <p>(ii) in particular and notwithstanding the generality of the foregoing, it is expressly acknowledged and agreed that nothing herein shall grant the Buyer any ownership rights in the Supplier Software and the Supplier or its licensors are and shall be the sole owners of the Supplier Software (in both Source Code and executable code form and including Supplier Software Modifications), and the Buyer hereby assigns to Supplier (including, by this written instrument, as it relates to future-arising works) all right, title and interest (including all Intellectual Property Rights) it may otherwise have but for the provisions of this clause in the Supplier Software, and</p> <p>(iii) the Buyer shall not, at any time, whether before or after termination of this Agreement contest or aid others in contesting, or doing anything which otherwise impairs the validity of any Intellectual Property Rights, or any right, title or interest of the Supplier in and to the Supplier Software or any portions thereof; and</p> <p>(f) The Buyer’s license for the Supplier Software is intended for the sole and exclusive purpose of the administration of criminal offenders which are under the jurisdiction of the Buyer in England and Wales, and it is acknowledged and agreed that, in the event that the statutory responsibility of the Buyer is transferred to another public sector body which will perform its functions, the license shall be deemed to have been transferred to the successor public sector body and, in such event, the Buyer shall give written notice to the Supplier but no additional charges shall be payable.</p> <p>11.11 Notwithstanding the foregoing, if the Supplier and the Buyer enter into a further Work Package, or a change is requested by the Buyer in accordance with Clause 32, signed by both parties that relates to products, documentation or software not previously offered by Supplier as part of the Services (the “New Supplier Products”), which will be expressly described in the Work Package as “New Supplier Products”, the following provisions will apply:</p> <p>(a) To the extent such Work Package relates to any Supplier Software, or Supplier Software Modifications, the foregoing provisions of this Clause 11.1-9 shall apply instead of this Clause 11.10 and the Charges shall be as set out in the Order.</p> <p>(b) Except as set out in Clauses 11.11 and (a) above, the Work Package will expressly state the goals and objectives, scope of work, the parties’ roles and responsibilities, and associated costs, and in addition will expressly set out whether any additional Charges relating to the provision of, maintenance of</p>
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	<p>or subscription to the New Supplier Products that apply to the Buyer's use of the New Supplier Products.</p> <p>(c) Whether or not developed by Supplier solely or jointly with the Buyer, any New Supplier Products will be owned by the Supplier, and all Intellectual Property Rights therein, in the same manner as it owns the Supplier Software as set out in Clause 11.2 and Clause 11.9, and the Buyer will have the right to use the New Supplier Products as set out in this Clause 11, except as expressly modified by the relevant SOW. Where the Intellectual Property Rights in any New Supplier Products are the Supplier's Background IPR (other than Supplier Software already licensed under the previous provisions of this Clause 11), then the licence granted by the Supplier to the Buyer shall be agreed by the parties and set out in the Work Package.</p> <p>(d) As an express exception to Clause 11.3 and Clause 15, notwithstanding any joint efforts in developing the New Supplier Products, the Buyer acknowledges and agrees that the Source Code to the New Supplier Products will be considered the Confidential Information of Supplier and the Buyer will not disclose any Source Code except as expressly agreed by Supplier in writing (in its sole discretion), subject always to Clause 10.1 and the relevant provisions of the Framework Agreement.</p> <p>(e) Without prejudice to clause 11.2, except as it relates to any Buyer Confidential Information and/or data and material provided by the Buyer that may be used in connection with the development of the New Supplier Products (which will be deemed licensed to Supplier in a manner consistent with, and subject to the limitations of, Clause 11.11(d)(ii) below), the Buyer hereby assigns (including, by this written instrument, as it relates to future-arising works) all right, title and interest (including all Intellectual Property Rights), in and to the New Supplier Products to Supplier, and hereby waives all moral rights therein and thereto.</p> <p>11.12 Notwithstanding the foregoing, if the Supplier and the Buyer enter into a further Work Package, or a change is requested by the Buyer in accordance with Clause 32, signed by both parties that relates to products, documentation or software that may rely on database structures or data stored in connection with the Supplier Software or any New Supplier Products (the "HMPPS-Developed Products"), which will be expressly described in the Work Package as "HMPPS-Developed Products", the following provisions will apply.</p> <p>(a) To the extent such Work Package relates to any Supplier Software Modifications, or modifications to New Supplier Products the foregoing provisions of this Clause 11 shall apply instead of this Clause 11.11</p>
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	<p>(b) Except as set out in (a) above, the Work Package will expressly state the goals and objectives, scope of work, the parties' roles and responsibilities, but the Buyer will be responsible for the costs associated with the development, testing and use of HMPPS-Developed Products except as otherwise agreed in the Work Package.</p> <p>(c) The Buyer acknowledges and agrees that</p> <ul style="list-style-type: none"> (i) the Buyer will have primary responsibility for managing any project to develop or deploy HMPPS-Developed Products, (ii) the Buyer will not be permitted to alter any database or database structure in belonging to the Supplier as part of the Supplier Software or New Supplier Products (the "Underlying Databases"), (iii) the Supplier strongly recommends use of Supplier application programming interfaces in accordance with the Supplier's documentation provided as part of the existing Services for all access to its Underlying Databases, and (iv) if any maintenance or support is needed to the Supplier Software or New Supplier Products as a direct result of the Buyer failing to follow any reasonable requirements of the Supplier with regards the interface between the HMPPS-Developed Products and the Supplier Software, New Supplier Products, or Underlying Databases, the Supplier shall not be responsible for such maintenance or support as part of its provision of the Services. Any requirement on the Supplier to provide such maintenance and support shall be commissioned through a new Work Package. <p>(d) The Work Package will expressly set out the ownership of the Intellectual Property Rights of the HMPPS-Developed Products, but in the absence of that:</p> <ul style="list-style-type: none"> (i) with or without the assistance of the Supplier, the Buyer will own the HMPPS-Developed Products and all Intellectual Property Rights therein, (ii) to the extent not consisting of Confidential Information of Supplier, the Supplier hereby assigns (including, by this written instrument, as it relates to future-arising works) all right, title and interest (including all Intellectual Property Rights and the ability to publish any source code), in and to the HMPPS-Developed Products to the Buyer, and hereby waives all moral rights therein and thereto, and (iii) the Buyer will grant to Supplier a non-exclusive, worldwide, royalty-free right and license to use, load, execute, store, transmit, display, modify, adapt, translate or otherwise utilize and exploit the HMPPS-Developed Products (in executable and Source Code
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	<p>form) in connection with the Supplier's provision of the Services (including the provision of any New Supplier Products, Supplier Software Modifications, and assistance with the HMPPS-Developed Products). This licence shall also permit the Supplier to use the HMPPS-Developed Product in developing other products, services or offerings to other customers provided that any Buyer Confidential Information shall not be used by the Supplier in developing such products, services or offerings to other customers and the Supplier shall indemnify the Buyer from and against all Losses arising from any breach of this obligation.</p> <p>(e) The Supplier will promptly respond to all reasonable requests relating to the entry of a Work Package for an HMPPS-Developed Product as contemplated by this Clause 11.11, but if the Supplier is unable or unwilling to do so on terms reasonably acceptable to both parties, the Supplier acknowledges and agrees that Buyer shall have the right (without assistance of the Supplier, and without liability to the Supplier) to develop HMPPS-Developed Products strictly in accordance with subsections (c) through (e) above, but will notify the Supplier thereof in writing and provide such reasonable information regarding the HMPPS-Developed Products so as to permit the Supplier to exercise its rights under this Agreement. Nothing in this clause 11.11(e) prevents the Buyer developing products unrelated to the Supplier's software with third parties without reference to the Supplier.</p> <p>(f) Nothing in this Section 11.11 affects Supplier's rights, titles or interests in or to any Supplier Software or New Supplier Products.</p> <p>11.13 In addition to Clause 11.7, Clause 11.5 will not apply if the IPR Claim is from:</p> <p>(a) the Supplier's compliance with specifications or express requirements provided by the Buyer where the Supplier has provided written notice to the Buyer that the Buyer's proposed specifications or express requirements might lead to an IPR Claim and the Buyer has ignored this notice, (b) additions to or modifications of any Deliverable or Service, or any Background IPR or Project Specific IPR, by the Buyer or any third party not authorized by the Supplier, (c) use of any Deliverable or Service, or any Background IPR or Project Specific IPR, in combination with any other products, equipment, devices, software, systems or data not supplied or authorized in writing (including in any documentation) by the Supplier, or (d) the use of any Deliverable or Service, or any Background IPR or Project Specific IPR, that is not permitted by this Agreement.</p>
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Public Services Network (PSN)	N/A
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used.

1. Formation of contract

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

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

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

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.

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

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

Signature	[REDACTED]	[REDACTED]
Date	[REDACTED]	[REDACTED]

Schedule 1: Services

This Call-Off Contract is to provide the P-NOMIS License for the National Offender Management Information System (NOMIS) and applications and modules as part of the NOMIS system, Third- and Fourth-Line Live Service Support and Maintenance, to HMPPS Digital. This is also to provide Digital Initiatives Development Resources from the Supplier to the Buyer.

NOMIS Modules

Services related to the following modules (previously provided by the Supplier) will be provided by the Supplier to the Buyer for the duration of this Call-Off Contract. These modules are jointly managed by HMPPS Operational teams and the Supplier.

Actions against each of these modules include:

- setting up and management which includes additional permissions of up new and existing HMPPS users in the NOMIS system; and,
- data fixes to the NOMIS application and modules.

Management of this system is managed by HMPPS Digital Service Delivery team and HMPPS Digital Live Service Support team.

Inmate Management

1. Admissions and Release: Enter data and search the database for offender records, admits, and releases offenders, and maintains the count
2. Sentence Accounting / Administration: Record offender / sentence detail, with calculation of key administration dates customized for each jurisdiction.

3. Classification: Used to determine appropriate offender custody levels through user-defined assessment questionnaires and numeric scoring, along with case management and program tracking. Includes the ability to integrate third party assessment tools.
4. Incident Logs: Record incident information, both offender- and non-offender related
5. Offences in Custody: Facilitates a formal disciplinary process for internal incidents and offender rule violations
6. Schedules & Movements: Offender / Buyer Schedules and recording of movements; work reassignments
7. Security Threat Groups (Gangs and Non-Associations): Track offenders associated with gangs and generates non-association lists
8. Image Capture: Electronically capture and display offender / Buyer images with standard video equipment; images can be printed on any report or document
9. Messaging
10. Case Management: Offender/Buyer assessments, security levels, case plans, case notes, substance testing and tracking
11. Visitors: Schedule and/or record visits, checking for conflicts and restrictions on offenders or visitors
12. Prison Activities: Create, assign and attend inmates to prison activities. Track movements, attendances and any pay that might be made for an inmate attending.
13. Challenge Support Intervention Plan (CSIP): Record and manage the whole CSIP process from initial reporting to intervention plans and reviews.
14. Merge – Merge inmate records together where data has incorrectly been added to the wrong record.
15. Utility Correction Screens – A number of administrative tools and screen that allow the support users front-end access to correct data and setup issues commonly only fixed by data scripts.
16. Password Reset – The ability for all NOMIS users to request a password reset using their Quantum email address.
17. Random Testing Program: Allows users to generate a report of randomly selected offenders to be drug tested. The report consists of a main list and a reserve list.
18. Incentive & Earned Privileges (IEP) Level: IEP Level determines several of the privileges the prisoner is eligible to receive while at the establishment. The privileges that are affected by this IEP Level include: Spending limits; Employment Privileges; Visit allowances and other allowances.
19. Data Subject Access Report (SAR): In-line with data laws an inmate may request a print-off of all the data held about them on an application. The SAR report allows this data to be generated into a logical report and printed-off.

Inmate Modules available in the NOMIS system, but not utilised by HMPPS, are:

1. Biometrics: Ability to positively identify inmates using fingerprint verification. Whilst this module is not currently used by HMPPS, this module remains active in the NOMIS system.
2. Programs & Services, Inmate Scheduling: Directory of available programs and services, referral and scheduling, tracking attendance and performance; with option for contract management. This module is available in the NOMIS system but is not used by HMPPS.

Administration Modules

1. System Administration: The Supplier's NOMIS product provides a series of tools to customize system values and business rules to meet the specific operational needs of any organization. The application and database are fully supportable by our client's administrators with administration guides.
2. Record Management: The ability to import and attach documents to an offender record has been provided by the Supplier for many years as a standard feature of the Integrated Word Processing (IWP) module.
3. Workflow: The Supplier's NOMIS product provides an expansive workflow capability for automating tasks and messages within business process flows, developed in conjunction with several large client agencies over many years to achieve a high degree of automation. The Supplier has extensive experience in practical and effective application of workflow across our Elite implementations.
4. Security Risk Management: The Supplier's NOMIS product maintains individual 'keep-away' or 'non-association' information between two named individuals, which generates corresponding warnings within pertinent business practices such as housing assignment, scheduled movements, programmes assignment and transportation. Additionally, the Security Threat Groups module generates non-associations at the offender level between the members of pre-defined alliance or enemy groups.

Administration Modules available in the NOMIS system, but not utilised by HMPPS, are:

1. Ad Hoc Report Writer: Built-in report-building tools used to extract database information into user-defined report formats using Jasper Reports. NOMIS also support industry standard report writers such as Crystal Reports, MS Access and a large number of other third-party Ad-Hoc Reporting tool.

Other Functionality Modules

1. Trust Accounting: A full double-entry accounting package that administers offender financial transactions from booking through release

2. Inmate Payroll: A companion module to Trust Accounting to maintain work assignments, calculates wages, and credits offender trust accounts
3. Integrated Word Processing: Integrates word processing (i.e., MS Word) directly into the Syscon solution to produce text reports based on custom templates
4. Legal Cases (Institutional and/or Community): All legal information on court orders — arrests, court appearances, convictions, pre-sentence reports and/or sentencing, for either institutional or community offenders
5. Personnel: Record officer/staff information, with image capture for production of ID cards
6. Workload Management: Reassign work between offices or officers; inquires on weighted workloads
7. Interfaces: The NOMIS product's architecture includes an API framework which provides options for reusable components to reduce overall data integration effort and costs. The Supplier have existing interfacing capabilities with many critical systems.

Live Services Support

Delivery by the Supplier to the Buyer of Live Support Services for NOMIS, including the Supplier Software and any Supplier Software Modifications.

The Supplier's Live Support Services Manager shall support the daily operation of the NOMIS Service and coordinate the technical effort of the Supplier's support groups whilst maintaining an overview of the NOMIS Service. The Supplier's Live Support Services Manager shall support the HMPPS Digital Service Delivery Manager with respect to the following:

- Provide technical support covering incident resolution, problem management, and management, production and maintenance of program specific roadmaps and assistance in planning NOMIS enabling infrastructure upgrades and patches.
- Prioritise NOMIS enabling infrastructure upgrades and patches.
- Check and impact Buyer change requests.
- Help to maintain the HMPPS Digital live service risk register.
- Investigate and assist with the resolution of any NOMIS technical issues encountered by supporting root cause analysis activities and producing related technical reports for the HMPPS Digital lead service delivery manager.

Incident Management

The Supplier will comply with the requirements in the Buyer's (HMPPS Digital) Incident and Problem Management process. This will include but not be limited to the following:

- Taking a call from HMPPS Digital Support team or other HMPPS Digital Application Support Group during Service Support Hours (8:00 – 18:00) after they have investigated an issue and determined it is a NOMIS application problem.
- The Supplier shall determine the type of application problem i.e. bug, data error, user error, interface or set up problem.

- If appropriate, the Supplier shall work with the Buyer to develop a temporary fix, permanent fix, or workaround within the process described in this Call-Off Contract.
- Provide written responses and updates into the Live Support Services incident management tool to HMPPS Digital on application problem determination and resolution. All updates and responses into the Live Support Services incident management tool will be in-line with the SLAs set-out in this call-off contract.

Problem Management and Change Management

- The Supplier will comply with the requirements in the HMPPS Digital Problem Management process. This will include but not be limited to supporting HMPPS Digital in identifying the root cause of a problem and the appropriate resolution with timeframe.
- NOMIS Live Support Services Change Management will be undertaken in line with the HMPPS Digital Change Management Process. Change Management as defined in this section is related to change requests in the Product Backlog.

Digital Studio Product Backlog for NOMIS Live

The Supplier and HMPPS Digital acknowledge that there will be a Product Backlog for NOMIS Live which will be managed and prioritised by HMPPS Digital Live Support Services Product Manager.

The Supplier will provide a service to the Digital Studio as part of the Live Support Services to implement the changes prioritised by the Product Manager.

The NOMIS Backlog will include (but not be limited to):

- Defect fixes
- Non-invasive changes which will not introduce a system or software component outage – in this event it would be a Change which would be conducted during core operational hours.
- Minor Functional Changes which have been prioritised by the Digital Studio Product Manager because they will provide operational business benefit.
- Major Functional Changes which have been prioritised by the Digital Studio Product Manager because they will provide operational business benefit.
- Changes that are part of daily operations and maintenance as agreed with HMPPS Digital's Live Support Services Manager. e.g. maintenance of National Reference Data, where the impact of the Reference Data Change has confirmed no impact on externally interfaced systems.

The Supplier reserves the right to charge for the impact assessment of NOMIS changes on other services.

All change will comply with the HMPPS Digital's Change Management protocols, for which the Buyer is responsible for maintaining and managing.

Incident Initiated change

This is a change to the NOMIS Service that has been initiated by the raising of an incident.

Typically, such changes would be Severity 1 or 2 incidents where an urgent fix is required to restore the service to its fully operational status or where a high Severity 1 or 2 incident is likely (e.g. a proactive break fix to address a known capacity issue). In accordance with MoJ/HMPPS Digital

Studio Change Management standards, such changes will be processed as standard or routine changes where no alteration to the configuration of a component or service is required

The Supplier will take reasonable steps required to produce, test and release such fixes in a timely fashion.

Additionally, the Supplier's responsibility for changes to any application or service which is related to NOMIS (e.g. Business Objects/SAP/MIS) will be limited to basic assurance if required.

Release Management

Release Management will comply with the requirements in the HMPPS Digital Change Management process.

Configuration Management

The Supplier will comply with the HMPPS Digital Configuration Management process.

NOMIS Live Support Services Status Reporting

The Supplier shall provide a live service operations report on a monthly basis for the previous Service Measurement Period by the sixth (6th) working day of the month. The details of the report shall include (but not limited to) the following:

- Monthly list of change requests and defect fixes delivered to DSO
- Monthly Incident Count
- Monthly Incident SLA Violations
- Details of each incident that violated the SLA
- Percentage of effort for each individual service for the month
- Total number of hours per service per month for the year so far
- Aggregate percentage for each individual service for the year

NOMIS Capacity Management

The Supplier shall support HMPPS Digital in Capacity Management. This includes measurement and analysis of usage and capacity, and forecasts of future usage growth from historical data, business forecasts and planned changes.

NOMIS Performance and Scalability Management

On the basis that the Supplier has access to a performance test environment, the Supplier's NOMIS performance management team member shall support the /HMPPS Digital ongoing NOMIS Service delivery.

Performance Reporting

On the basis that the Supplier has access to a performance test environment the Supplier shall support MoJ/HMPPS Digital Studio to produce a monthly report providing a performance assessment of pre-determined interactions which will also highlight any non-performant interactions for feeding into the NOMIS live services interaction exempt list process. The report will further highlight any deviations in the operational usage of NOMIS from that projected by the Buyer. MoJ/HMPPS Digital Studio may elect to escalate any operationally significant performance issues with the Supplier on an exception basis and the Supplier shall use its reasonable endeavours to promptly resolve

any such escalated issues. A performance model will be maintained and also reported on monthly in order to forecast the agreed interaction performance profiles over time. The parties may agree to amend the interactions for monthly report and performance model inclusion via change control.

The Supplier's NOMIS performance management team member will liaise with the relevant NOMIS component subject matter experts (e.g. Oracle, or the Buyer's Live Support Services Reporting team) in order to investigate the potential cause of the slower interaction and, where possible, prototype potential solutions. The delivery into live operation of a definitive fix for specific slower interactions will either follow the Change Management process into live service or, where this is not practical, the definitive fix will be assessed for inclusion in a future Release.

NOMIS IT Service Continuity and Disaster Recovery

The Supplier shall support MoJ/HMPPS Digital Studio in minor updates to the Buyer's NOMIS business and IT service continuity strategy. The Supplier shall offer such information technology related advice and assistance to the Buyer and MoJ/HMPPS Digital Studio as either reasonably requested by the Buyer or as the Supplier deems appropriate and as agreed between the parties.

Supplier Responsibilities for Continuity Management

HMPPS Digital shall immediately notify the Supplier of a disaster whereupon the Supplier shall dedicate appropriate Supplier support resources in the execution of procedures under the fail over plan for the duration of the fail over plan.

NOMIS Production Environment Failure

The Supplier will support HMPPS Digital procedures for HMPPS Digital IT Continuity plan.

NOMIS Security Management

The Supplier shall conform to the procedures and guidelines described in the HMPPS Digital Acceptable Use Policy and HMPPS Digital Information Security Policy.

Additional Live Service Support Services shall include:

- Support - 08:00 to 18:00 Monday to Friday by telephone, email and HMPPS incident management tool.
- Release Support – for functional and defect correction Support Releases and data fixes into the Production System following the change process.
- On-Call Support – for other Severity 1 incidents on a reasonable endeavours basis only.
- 3rd and 4th line Application Support.
- Live Support Service Releases (LSRs) - live data fixes, as requested by the Buyer, deployed during On-Site Support hours.
- Supplier to support Digital Studios Database Administration activities (on-going performance & scalability, patching and management).
- Attendance at Buyer governance and status meetings when required. Governance and status meetings are provided as and when required, either as formal contract management meetings or as weekly discussions between the Buyer's Service Lead and the Supplier's Support Lead.
- The Supplier will use the HMPPS Digital appointed Incident Management toolsets to manage incidents in accordance with HMPPS Digital Incident and Problem Management Processes.

- Assistance in the rectification of Defects, and the related testing and deployment to the Production System
- Hot Fixes for Severity 1 incidents.
- Provision of monthly status reports, with a follow-up service review if necessary.
- With reference to the Live Support Service Application Support, the Supplier will work on Change Requests from the Product Backlog as prioritised by the Digital Studio NOMIS Live Support Services Product Manager.

The Supplier's Live Service Support Manager will identify & track any risks to the live service & report them to the HMPPS Digital Service Manager or the Buyer's Live Support Services Product Manager on a timely basis.

Emergency Maintenance

The Supplier will support a variety of emergency management and disaster recovery options that shall support the Buyer in Disaster Recovery (DR). The NOMIS system is designed to support 24/7 operations through redundant servers and automatic failover mechanisms.

In some implementations, the Supplier will have production disaster recovery with data replication, so fail over between our DR and production servers is almost instantaneous with a Domain Name System (DNS) update. The Supplier shall restore this system as a P1 incident, as per the service level agreements in the Order Form above.

Application Advice

- Provide specialist advice on the application
- Provide specialist advice to MoJ/HMPPS Digital Studio for change requests.

PMO Support

Provide Supplier specific Project Management Office (PMO) support to the Work required in carrying out the support and development above including;

- Prioritisation of tasks
- Estimation
- Planning
- Governance
- Quality Assurance

Third- and Fourth-Line Support

Third Line Support provides the highest level of support in the organisation for handling the most difficult or advanced problems relating to issues that cannot be resolved by the MoJ application 1st and 2nd line support teams, including;

- Support for MoJ/HMPPS Digital Studio 1st and 2nd line personnel
- Identify solutions
- Propose the best solution
- Develop solutions

Fourth Line Support will be engaged where issues cannot be resolved by the MoJ internal 3rd line support team, and is typically the Oracle Database Administration team, of which services are outlined below:

- Typically engaged via an escalation to the Supplier
- Requires resources outside of the immediate Supplier support team

Service Level Agreements

Priority Level	Definition	Response Time	Resolution Action	Work Effort	Communication Frequency
P1	Defect exists where the System is down. Users cannot access the system, system is inoperable, and overall system is not functioning. For example, Production system crash or hang. No workaround is available.	Supplier shall respond by telephone to the HMPPS Digital on behalf of the Buyer within one (1) hour of initial notification to Supplier.	Supplier shall provide reasonable efforts to affect a resolution within twenty-four (24) hours of the initial notification. Failing which Supplier will provide an action plan to address the issue.	Continuous 24 x 7 until resolution is identified. This is provided the customer is available to work with us during these hours. Exec assignment Project manager assignment Architect assignment	Every 2 hours, 7 days per week
P2	A Defect exists where significant portions of the Application Package are severely impaired to the extent that one or more modules is totally inoperative and no work around is available. P2 includes P1 Defects where a workaround exists.	Supplier shall respond by telephone or electronic means to the HMPPS Digital on behalf of the Buyer within two (2) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier's business hours, this response time shall start when the notification is received by Support personnel.	Supplier shall provide reasonable efforts to affect a resolution within one hundred twenty (120) hours of initial notification to Supplier. Providing the initial notification was during supported hours if not, the resolution period will begin at the start of the supported hours. If resolution is not possible during the one hundred twenty (120) hours Supplier will provide and action plan to address the issue.	Continuous 8x5 during support hours until resolution is identified	Daily Updates
P3	A Defect exists where the Application Package Programs are impaired to the that some non-critical functions are not operating. (Non-critical functions are classified as forms or reports that shape part of a major function, but do not impair the major function to be totally inoperative.) P3 includes P2 Defects where a workaround exists.	Supplier shall respond by telephone or electronic means to HMPPS Digital on behalf of the Buyer within four (4) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier's business hours, this response time shall start when the notification is received by Support personnel.	Supplier shall provide reasonable endeavor efforts to affect a resolution within thirty (30) days of initial notification or according to the agreed release schedule.	Daily during Supplier business hours	Once per week

P4	No System Impact: No system impact may include questions and or requests for advice and guidance. This severity Level also includes cosmetic defects that do not affect the functionality but do affect the general look and feel of the application/product. P4 includes P3 defects where a work around exists.	Supplier shall respond by telephone or electronic means to HMPPS Digital on behalf of the Buyer within eight (8) hours of initial notification to Supplier. If the initial notification was not by telephone or not during Supplier's business hours, this response time shall start when the notification is received by Support personnel.	Supplier shall provide reasonable efforts to affect a resolution within a Support or Technological Release.	During Supplier business hours where resources permit	Status as available through the self-service Web portal or by contacting client support.
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Data Standards in Use

Oracle provided built-in datatypes are used which are Character Datatypes, Numeric Datatypes, DATE Datatype, LOB Datatypes, RAW, LONG RAW Datatypes, ROWID and UROWID Datatypes.

PL/SQL has additional datatypes for constants and variables, which include BOOLEAN, reference types, composite types (collections and records), and user-defined subtypes.

Oracle standards and best practices that we use in managing, manipulating or enriching data/datasets are:

- Data Definition Language (DDL) statements are used to define the database structure or schema.
- Data Manipulation Language (DML)- statements are used for managing data within schema objects.
- Data Control Language (DCL)- gives user's access privileges to database.
- Transaction Control (TCL) statements are used to manage the changes made by DML statements. It allows statements to be grouped together into logical transactions.

The Supplier's NOMIS's Oracle database is both SQL and JDBC/ODBC compliant, providing easy access to data via industry-standard interfaces.

NOMIS Licensing

This solution requires an Oracle based application platform to be provided by the Supplier to the Buyer.

NOMIS Data

HMPPS Data, and access to this data, must reside within the UK throughout the duration of the Call-off Contract, and during any Data handover period of this Call-off Contract during Exit Management arrangements (including during any Exit Management arrangements to be completed by the Supplier and the Buyer after the Call-Off Contract End Date).

Improvements, Configuration, and Enhancement

Improvement, configuration and enhancement services, provided as part of the Digital Initiatives services under this Call-Off Contract, will be provided by the Supplier's Development Resources to the Buyer. Both Parties shall work together on an ongoing basis during the term of this Call-Off Contract to define the actual support and services required by the Buyer from the Supplier through the planning and definition of separate Work Packages, which shall become part of this Call-Off Contract. Work Packages will be agreed between single points of contact for HMPPS Digital, the Supplier, and the Commercial Authority for the Ministry of Justice Commercial and Contract Management Directorate.

[REDACTED]

[REDACTED].

Both Parties agree that the requirements for the Digital Initiatives services will be agreed through quarterly Work Packages, which will outline the next three (3) months of services to be delivered. The first Work Package will be provided upon contract signature. The Supplier and the Buyer shall work together to complete a Work Package every three months regarding which services will be provided in the upcoming months. The first will be shared for the period 29th December 2020 – 31st March 2021. These Work Packages will be provided one month before each quarter. All future Work Packages will ensure a continuity of services as provided under this Call-off Contract, to ensure the continued delivery of services as per this Call-Off Contract.

All Work Packages will be reviewed and agreed by the Buyer. Within each Work Package, the Supplier shall include the below information:

- Supplier Specialist Role
- SFIA Level of the Role
- Start Date for Delivery
- End Date for Delivery

The Supplier will advise the Buyer during Onboarding of this Call-Off Contract the Supplier Staff who will be delivering the Digital Initiatives services outlined under the first three Work Packages and confirm their attendance at MOJ office locations.

A sample Work Package to be used for this Call-Off Contract is included in Schedule 3 Annex 1 of this Call-Off Contract. The Work Package template may be updated in agreement with both Parties.

The Activity areas which Digital Initiatives Development Resources will provide these services in HMPPS Digital will be across four service areas:

1. Entering and leaving Prison;
2. Safety and Security;
3. Opportunities for Change;
4. Prison Wellbeing

An outline of these Digital Initiatives services is provided below:

- Provide the development and support necessary for the deployment of MoJ/HMPPS Digital Studio commissioned changes to the Live application (Supplier Software and Supplier Software Modifications)
- Provide DBA consolation and support for Production Database Administrator (DBAs)

- Defect fixes specific to the commissioned changes under the specified work package.
- On-Line Maintenance Help - provide maintenance and publication of on-line help files.

Deliverables under these Work Packages will be structured as operating in an Agile format. The particular Deliverables will be shaped by fortnightly Sprint meetings, outlining the format for this work for the upcoming two weeks.

Any ad-hoc Service Improvement, Configuration and Enhancement requirements under the Digital Initiatives services, which would not be included as per the overarching Deliverables in the Work Packages, can be requested as required by the Buyer. Where the Buyer has a requirement for any additional Improvement, configuration and enhancement services from the Supplier within the Work Packages, the Buyer will make the Supplier aware of these additional service requirements at least 30 days in advance of this requirement. The Supplier will then share this specific quote for these additional services with the Buyer. All additional services charges will align with the Call-Off Charges as provided under this Call-Off Contract Order Form and Schedule 2. The Buyer will review this quote and agree any necessary work with the Supplier. Only once Buyer approval in the form of written notification has been received for this quoted specific work (an email is accepted as in writing), may this work be undertaken by the Supplier. The Parties shall then amend and update the current Work Package in respect of these ad hoc services. For confirming these additional services have been delivered and may be paid via invoice, approval will first be provided by [REDACTED] and [REDACTED] on behalf of the Buyer. These additional services charges will be paid by the Buyer within 30 days of receipt of a valid invoice.

Schedule 2: Call-Off Contract charges

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

- The Ministry of Justice has a perpetual licence for the modules purchased, and an associated ongoing annual software maintenance fee.
- The maintenance fee is a corresponding annual portion of the original paid-up license fees.
- Support charges are calculated using the standard rate card detailed below.
- The Supplier's consultancy rates are given in the table in Appendix A, section 2.2, Item IDs 11 through 17, are based on the SFIA rate card. They are exclusive of VAT at the prevailing rate.

Maintenance Charges

The maintenance charge is derived as a percentage of the original Enterprise licence fee paid by HMPPS at the start of the NOMIS project. The maintenance fee is the subject to the 3% year-on-year increase.

Maintenance fees entitle the client to:

- Remain functionally relevant
- Remain technically current
- New versions of the Supplier's NOMIS Product without additional license fees.
- Any product patches
- Any new modules (E.g. COVID-19 module) generally made available to supported customers without additional license fees.

Live Support Services

The Supplier's Live Support Services (LSS) with HMPPS is a resource-based model not a delivery-based model. As such it is not possible to give a service by service cost breakdown for the LSS fee. The Supplier's LSS team is comprised of 9 full-time resources dedicated to NOMIS support fulfilling a full software development lifecycle capability. The service that the team provides includes, but is not limited to;

- Support - 08:00 to 18:00 Monday to Friday
- Triage and management of incidents raised on the MoJ live service Incident Management toolsets and assigned to the Supplier
- Data fixes
- Emergency fixes for Severity 1 issues
- 3rd and 4th line Application Support
- Delivery of new functionality and Change Requests as agreed with the NOMIS Product Manager
- Delivery of defect fixes as agreed with the NOMIS Product Manager
- Support Digital Studios Database Administration activities
- Technical advice
- Attendance at Buyer governance and status meetings when required.
- Project planning and execution where necessary
- Out-of-hours support on a best endeavours basis
- Provision of monthly status reports

Onsite support at HMPPS Digital Studios as required. This onsite support would be provided by the Supplier's technical account manager, Supplier's cloud support engineer, Supplier developers or the Supplier's Live Support Manager Please note reasonable Travel and Subsistence is included within the fee.

Full Call-Off Contract Charges – Live Service Support and Maintenance

[REDACTED]

Charges in the above table are exclusive of VAT.

The Live Service Support Fee is a fixed Charge within the Call-Off Year and is payable monthly in arrears.

The Maintenance Fee is a fixed Charge within the Call-Off Year and is payable annually at the start of the Contract Year (the start of Year 1, start of Year 2 etc).

Digital Initiatives

[REDACTED]

This annual budget for Digital Initiatives will not be increased throughout the Call-Off Contract, including under any additional extension periods across the Call-Off Contract, unless agreed via a Contract Change Notice (CCN), signed by both Parties in advance of any increase to the Digital Initiatives budget. The Digital Initiatives Charges are capped Time and Materials (T&M) and are payable monthly in arrears.

[REDACTED]

[REDACTED]

[REDACTED]

One Supplier consultant will provide Client Interface Services at SFIA Level 6.

One Supplier consultant will provide Service Management Services at SFIA Level 6.

Ten Supplier consultants will provide Solution and Development Service at SFIA Level 5.

All charges above are exclusive of VAT.

Digital Initiative Volume Discount

The following volume discount mechanism applies to all Digital Initiative activity undertaken by the Supplier within a “yearly period”, where “yearly period” means the period from 29th December to 28 December in any relevant year.

[REDACTED]

Standards for Consultancy Day Rate cards:

- Consultant’s Working Day – 8 hours exclusive of travel and lunch.
- Working Week – Monday to Friday excluding national holidays
- Office Hours – 09:00 – 17:00 Monday to Friday
- Travel and Subsistence – Where the provision of the Services requires Syscon personnel to travel to a location other than their normal place of work, the travel costs and associated expenses shall be billable against this PO, provided the estimated charge have been pre-approved.
- Mileage – As above
- Professional Indemnity Insurance – included in day rate.
- Data extraction costs will be estimated and determined by total number of hours for the data extraction effort and the resource type.

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 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 invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
 - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property [REDACTED]

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

9.2.3 [REDACTED]

9.2.4 [REDACTED]

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

11. Intellectual Property Rights

Background IPR is defined as:

- The National Offender Management Information System application

“New Supplier Products” shall relate to modifications, amendments, releases and updates to the Supplier’s N National Offender Management Information System application and modules.

Project IPR, or HMPPS Developed Products, is defined as:

IPR which is developed by the Digital Initiatives team, in correspondence with HMPPS Digital, for areas of activities which includes, but is not limited to:

- Entering and leaving Prison;
- Safety and Security;
- Opportunities for Change;
- Prison Wellbeing;

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 Notwithstanding Clause 11.1 of this Call-Off Contract, the Parties agree that:

11.2.1 All IPRs existing in the NOMIS system as at the Start Date of this Call-Off Contract shall be deemed to belong to the Supplier and shall be deemed to be Background IPRs of the Supplier

11.2.2 All IPRs created only by the Supplier in relation to the NOMIS system during the term of this Call-Off Contract shall be deemed to be part of the NOMIS system, and therefore owned by the Supplier.

11. 2. 3 all IPRs in relation to the NOMIS System by the Supplier’s Digital Initiatives team with HMPPS Digital on behalf of the Buyer:

- c. existing as at the Start date of this Call-Off Contract and/or
- d. created during the term of this Call-Off Contract

shall be deemed to be Project Specific IPRs

11.3 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer’s ordinary business activities.

11.4 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer’s right to publish the IPR as open source.

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

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

11.6.1 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 11.5 will not apply if the IPR Claim is from:

11.8.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.3 other material provided by the Buyer necessary for the Services

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

11.10

11.10 a) Without limiting the scope of the license set out in this Clause 11, the Buyer's license includes

- (i) the right to properly install, test, trial and conduct acceptance procedures with respect to the Supplier Software,
- (ii) the right to have an undefined number of concurrent users of the Supplier Software for the management, supervision and administration of adult offenders and any growth in the number of concurrent users thereof and shall also include those youth or young offender facilities currently operated or managed by the Supplier Software,
- (iii) the right to conduct such activities that are reasonably required for the Buyer to be able to use the Supplier Software, learn to use it and to maintain and extend the Buyer facilities including training, development and testing activities,
- (iv) the right for all organisations that contract with the Buyer for the services related to the management of offenders to be allowed interactive use of the Supplier Software for services related to those offenders, including, in particular, staff involved with managing offenders at contracted-out prisons in the same manner as staff at public prisons,
- (v) the right to enjoy a data "view only" and/or data "extraction" right for jurisdictions within England and Wales and external to the Buyer as permitted and required by the Crown; that is, external agencies and organizations with "view only" rights may only run queries or reports against the Supplier Software database and, those external agencies or organizations with "extraction" rights may extract (by way of

- interface or otherwise) certain data from the Supplier Software database but shall not add, remove, edit, change or modify any data in the Supplier Software database, and
- (vi) the right to use the Supplier Software for providing services to or processing data of the Buyer, including providing remote access to the Buyer for purposes permitted hereunder, and performing disaster recovery, disaster testing, back-up and archive as the Buyer deems necessary;
- (c) Except as expressly provided in this Agreement, without the prior written consent of the Supplier in its sole discretion, the Buyer may not (and may not permit any person to):
- (i) modify, enhance or adapt the Supplier Software or any part of it,
 - (ii) cause or permit reverse compilation, reverse engineering or reverse assembly of all or any portion of the Supplier Software or any part of it,
 - (iii) transfer the Supplier Software to a different "Operating Environment", being the hardware, operating system software and database software currently (as of the date of this Agreement) used for development and live operation of the Supplier Software (for greater certainty, including the Delivery Platform and the Production System),
 - (iv) distribute, disclose, market, rent, lease or transfer to any third party any portion of the Supplier Software, or use the Supplier Software in any service bureau arrangement, facility management, or third party training, or
 - (v) transfer, use or sublicense the Supplier Software outside England and Wales;
- (d) Notwithstanding Clause 11.3 and Clause 15, and as an express exception thereto,
- (i) the Buyer acknowledges and agrees that the source code to the Supplier Software will be considered the Confidential Information of the Supplier, and the Buyer shall not shall obtain any rights with respect to the computer code of the Supplier Software and related system documents that are in human-readable form, including all comments and any procedural code such as job control language (the "**Source Code**") except as provided in this Agreement,
 - (ii) in particular and notwithstanding the generality of the foregoing, it is expressly acknowledged and agreed that nothing herein shall grant the Buyer any ownership rights in the Supplier Software and the Supplier or its licensors are and shall be the sole owners of the Supplier Software (in both Source Code and executable code form and including Supplier Software Modifications), and the Buyer hereby assigns to Supplier (including, by this written instrument, as it relates to future-arising works) all right, title and interest (including all Intellectual Property Rights) it may otherwise have but for the provisions of this clause in the Supplier Software, and
 - (iii) the Buyer shall not, at any time, whether before or after termination of this Agreement contest or aid others in contesting, or doing anything which otherwise impairs the validity of any Intellectual Property Rights, or any right, title or interest of the Supplier in and to the Supplier Software or any portions thereof; and
- (f) The Buyer's license for the Supplier Software is intended for the sole and exclusive purpose of the administration of criminal offenders which are under the jurisdiction of the Buyer in England and Wales, and it is acknowledged and agreed that, in the event that the statutory responsibility of the Buyer is transferred to another public sector body which will perform its functions, the license shall be deemed to have been transferred to the successor public sector body and, in such event, the Buyer shall give written notice to the Supplier but no additional charges shall be payable.
- 11.11 Notwithstanding the foregoing, if the Supplier and the Buyer enter into a further Work Package, or a change is requested by the Buyer in accordance with Clause 32, signed by both parties that relates to products, documentation or software not previously offered by Supplier as part of the Services (the "**New Supplier Products**"), which will be expressly

described in the Work Package as **“New Supplier Products”**, the following provisions will apply:

- (a) To the extent such Work Package relates to any Supplier Software, or Supplier Software Modifications, the foregoing provisions of this Clause 11.1-9 shall apply instead of this Clause 11.10 and the Charges shall be as set out in the Order.
 - (b) Except as set out in Clauses 11.11 and (a) above, the Work Package will expressly state the goals and objectives, scope of work, the parties’ roles and responsibilities, and associated costs, and in addition will expressly set out whether any additional Charges relating to the provision of, maintenance of or subscription to the New Supplier Products that apply to the Buyer’s use of the New Supplier Products.
 - (c) Whether or not developed by Supplier solely or jointly with the Buyer, any New Supplier Products will be owned by the Supplier, and all Intellectual Property Rights therein, in the same manner as it owns the Supplier Software as set out in Clause 11.2 and Clause 11.9, and the Buyer will have the right to use the New Supplier Products as set out in this Clause 11, except as expressly modified by the relevant SOW. Where the Intellectual Property Rights in any New Supplier Products are the Supplier’s Background IPR (other than Supplier Software already licensed under the previous provisions of this Clause 11), then the licence granted by the Supplier to the Buyer shall be agreed by the parties and set out in the Work Package.
 - (d) As an express exception to Clause 11.3 and Clause 15, notwithstanding any joint efforts in developing the New Supplier Products, the Buyer acknowledges and agrees that the Source Code to the New Supplier Products will be considered the Confidential Information of Supplier and the Buyer will not disclose any Source Code except as expressly agreed by Supplier in writing (in its sole discretion), subject always to Clause 10.1 and the relevant provisions of the Framework Agreement.
 - (e) Without prejudice to clause 11.2, except as it relates to any Buyer Confidential Information and/or data and material provided by the Buyer that may be used in connection with the development of the New Supplier Products (which will be deemed licensed to Supplier in a manner consistent with, and subject to the limitations of, Clause 11.11(d)(ii) below), the Buyer hereby assigns (including, by this written instrument, as it relates to future-arising works) all right, title and interest (including all Intellectual Property Rights), in and to the New Supplier Products to Supplier, and hereby waives all moral rights therein and thereto.
- 11.12 Notwithstanding the foregoing, if the Supplier and the Buyer enter into a further Work Package, or a change is requested by the Buyer in accordance with Clause 32, signed by both parties that relates to products, documentation or software that may rely on database structures or data stored in connection with the Supplier Software or any New Supplier Products (the **“HMPPS-Developed Products”**), which will be expressly described in the Work Package as **“HMPPS-Developed Products”**, the following provisions will apply.
- (a) To the extent such Work Package relates to any Supplier Software Modifications, or modifications to New Supplier Products the foregoing provisions of this Clause 11 shall apply instead of this Clause 11.11
 - (b) Except as set out in (a) above, the Work Package will expressly state the goals and objectives, scope of work, the parties’ roles and responsibilities, but the Buyer will be responsible for the costs associated with the development, testing and use of HMPPS-Developed Products except as otherwise agreed in the Work Package.
 - (c) The Buyer acknowledges and agrees that
 - (i) the Buyer will have primary responsibility for managing any project to develop or deploy HMPPS-Developed Products,

- (ii) the Buyer will not be permitted to alter any database or database structure in belonging to the Supplier as part of the Supplier Software or New Supplier Products (the “**Underlying Databases**”),
 - (iii) the Supplier strongly recommends use of Supplier application programming interfaces in accordance with the Supplier’s documentation provided as part of the existing Services for all access to its Underlying Databases, and
 - (iv) if any maintenance or support is needed to the Supplier Software or New Supplier Products as a direct result of the Buyer failing to follow any reasonable requirements of the Supplier with regards the interface between the HMPPS-Developed Products and the Supplier Software, New Supplier Products, or Underlying Databases, the Supplier shall not be responsible for such maintenance or support as part of its provision of the Services. Any requirement on the Supplier to provide such maintenance and support shall be commissioned through a new Work Package.
- (d) The Work Package will expressly set out the ownership of the Intellectual Property Rights of the HMPPS-Developed Products, but in the absence of that:
- (i) with or without the assistance of the Supplier, the Buyer will own the HMPPS-Developed Products and all Intellectual Property Rights therein,
 - (ii) to the extent not consisting of Confidential Information of Supplier, the Supplier hereby assigns (including, by this written instrument, as it relates to future-arising works) all right, title and interest (including all Intellectual Property Rights and the ability to publish any source code), in and to the HMPPS-Developed Products to the Buyer, and hereby waives all moral rights therein and thereto, and
 - (iii) the Buyer will grant to Supplier a non-exclusive, worldwide, royalty-free right and license to use, load, execute, store, transmit, display, modify, adapt, translate or otherwise utilize and exploit the HMPPS-Developed Products (in executable and Source Code form) in connection with the Supplier’s provision of the Services (including the provision of any New Supplier Products, Supplier Software Modifications, and assistance with the HMPPS-Developed Products). This licence shall also permit the Supplier to use the HMPPS-Developed Product in developing other products, services or offerings to other customers provided that any Buyer Confidential Information shall not be used by the Supplier in developing such products, services or offerings to other customers and the Supplier shall indemnify the Buyer from and against all Losses arising from any breach of this obligation.
- (e) The Supplier will promptly respond to all reasonable requests relating to the entry of a Work Package for an HMPPS-Developed Product as contemplated by this Clause 11.11, but if the Supplier is unable or unwilling to do so on terms reasonably acceptable to both parties, the Supplier acknowledges and agrees that Buyer shall have the right (without assistance of the Supplier, and without liability to the Supplier) to develop HMPPS-Developed Products strictly in accordance with subsections (c) through (e) above, but will notify the Supplier thereof in writing and provide such reasonable information regarding the HMPPS-Developed Products so as to permit the Supplier to exercise its rights under this Agreement. Nothing in this clause 11.11(e) prevents the Buyer developing products unrelated to the Supplier’s software with third parties without reference to the Supplier.
- (f) Nothing in this Section 11.11 affects Supplier’s rights, titles or interests in or to any Supplier Software or New Supplier Products.

11.13 In addition to Clause 11.7, Clause 11.5 will not apply if the IPR Claim is from:

- (a) the Supplier’s compliance with specifications or express requirements provided by the Buyer where the Supplier has provided written notice to the Buyer that the Buyer’s proposed specifications or express requirements might lead to an IPR Claim and the Buyer has ignored this notice, (b) additions to or modifications of any Deliverable or Service, or any

Background IPR or Project Specific IPR, by the Buyer or any third party not authorized by the Supplier, (c) use of any Deliverable or Service, or any Background IPR or Project Specific IPR, in combination with any other products, equipment, devices, software, systems or data not supplied or authorized in writing (including in any documentation) by the Supplier, or (d) the use of any Deliverable or Service, or any Background IPR or Project Specific IPR, that is not permitted by this Agreement.

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

14. Standards and quality

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

15. Open source

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

16. Security

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

16.4 Responsibility for costs will be at the:

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

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

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

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

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 90 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

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

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

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

20. Notices

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit

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

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

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

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

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

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
- 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
- 25.5.2 comply with Buyer requirements for the conduct of personnel
- 25.5.3 comply with any health and safety measures implemented by the Buyer

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

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

29.2.1 the activities they perform

- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

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

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

[REDACTED]

The Parties will execute a Work Package (WP) for each quarter. Note that any ad-hoc Service requirements are to be agreed between both Parties in advance of any ad hoc services being delivered. The Parties may agree these ad hoc services via email confirmation, and then the Parties shall amend and update the current Work Package in respect of these ad hoc services.

The rights, obligations and details agreed by the Parties and set out in this Work Package apply only in relation to the Services that are to be delivered under this Work Package and will not apply to any other Work Packages executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Deliverables

The Parties agree that the Deliverables provided by the Supplier in respect of this/ these Project(s) are detailed in the table below:

Services Requested	Deliverables – Sprint Review

More detailed plans and outcomes will be defined with the programme on a monthly basis, being guided by the Work Packages. Any changes to the services delivered under this Work Package will be reflected as an amendment to the Work Package.

Key Specialist Roles:

The table below reflects the specialist roles and teams who will be working on to support the delivery of the above services for the next 3 months:

Specialist Role	Team	Services to be Delivered by Specialist

Service Level Agreements under this Work Package 00X

User support is provided via Supplier User Support is available for users via the 24/7hour support portal, via email to the Supplier Support Team, and phone support availability (9am – 5pm, Monday to Friday) to the Supplier's Manager for the Service Support Team.

The following Service Level Agreements to be provided this Call-Off Contract and Work Packages are outlined below. The final column will indicate whether these SLAs are required for this specific Work Package and will be agreed in advance by both Parties. The response times for priority actions for all Service Level Agreements are outlined as below:

Level	Service Area	Acknowledged	Work-Around	Fix Ready for Delivery

Additional Service Level Agreements under this Work Package 00X

Specific service level agreements for this Work Package are agreed by the Supplier with the Buyer. This includes specific service level agreements for roles to be provided within this Work Package. Additional Service Level Agreements for this Work Package are listed below:

Role	Service Level Agreement	Target Resolution

The additional service level agreements may not be applicable to all Work Packages and may apply to this Work Package only.

Risks

Risk	Mitigating action

Call-Off Contract Charges

For each individual Work Package (WP), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are Exclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- The number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the Work Package

The detailed breakdown for the provision of Services during the term of the Work Package will include (but will not be limited to):

Supplier Specialist Role	Role Description	Rate	Start Date	End Date	Total Costs
Total Cost of Work Package					

Note: The Start Date and the End Date, and work effort (number of days) of each Specialist role are a best estimate of service delivery days, and therefore a best estimate of costs for the delivery of these services per Specialist role. It is the responsibility of the Supplier to advise to the Buyer when the Buyer is within 25% of the capped spend for this Work Package.

The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

- A review of key tasks will be agreed between the Supplier's Programme Account Lead and the Buyer Service Leads for Sprint requirements.
- The high-level table in Deliverables lists the anticipated areas of focus over the next 3 months, which will form the basis of the monthly reviews.

Service Lead Approval on behalf of the Buyer will be received from [REDACTED]

For confirming these services have been delivered and may be paid via invoice, the Service Lead approval on behalf of the Buyer will be received from [REDACTED].

The Parties may agree ad hoc services via email confirmation, and then the Parties shall amend and update the current Work Package in respect of these ad hoc services. This will not require a Contract Change Notice to be put into place.

By signing this Work Package, the Parties agree to be bound by the terms and conditions set out herein:

For and on behalf of [REDACTED] Corporation:

Name and title [REDACTED]

Signature and date [REDACTED]

For and on behalf of HMPPS Digital:

Name and title [REDACTED]

Signature and date [REDACTED]

For and on behalf of the Ministry of Justice Commercial and Contract Management Directorate (CCMD):

Name and title [REDACTED]

Signature and date [REDACTED]

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.

Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<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 RM1557.12 together with the Framework Schedules.</p>
Fraud	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
Freedom of Information Act or FoIA	<p>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.</p>
G-Cloud Services	<p>The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.</p>

GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium

Intellectual Property Rights or IPR	<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 CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.

Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.

Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
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 Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
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.

Application Package Programs	Means the Supplier Software and any modifications thereto together with the Database.
Business Rules	Means the procedures for the use of the Supplier Software in the manner and for the purpose of which it was originally intended by The Supplier as reflected in its design and having regard to the business practices of Buyer both of which are established in system administration training provided by the Supplier.
Database	Means the Oracle® Programs licensed to Buyer by Oracle® for the purpose of using the Supplier Software.
Defect	Means a failure of the application to perform the designed functionality caused by an error in the application.
Delivery Platform	Means a computer environment at the Buyer site that will functionally reflect the Production System and contain, at a minimum, a representative sample of current offender data and whereupon Buyer shall install all Support Releases, associated patches and Defect corrections; and which will be used by Buyer for acceptance validation and regression testing (as appropriate) prior to promotion to the Production System.
Product	Means the Suppliers software application programs known commercially known as the Elite Offender Management System but known in the UK as NOMIS.
Production System	Means the computer operating system(s) and Application Package Programs used by Buyer in the live processing of its offender data.
Support	Means: (a) responding to inquiries concerning a reported Defect(s) in the Supplier Software; and (b) correction to problems diagnosed as Defects in the currently supported version of the Supplier Software. In the resolution of Defects the Supplier may respond with a written response, CD ROM or diskette, supplementary documentation, a temporary means of circumventing the problem pending a Support Release, or other correctional aids.
Support Release	Means the improved releases of the Supplier Software, which are generally made available to supported customers. Support Releases may contain modifications, refinements and enhancements that the Supplier elects to incorporate into and make a part of the Supplier Software and does not separately price or market and may include resolution to known problems.

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

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

[REDACTED]

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

[REDACTED]

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

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

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data.</p> <p>The Type of Personal Data under this Call-Off Contract will be:</p> <ul style="list-style-type: none">• The Custodial sentence terms, including the crime committed, number of sentences being served concurrently, how the sentence has been calculated, custodial sentence start date, custodial sentence end date, name and location of prison/institution where the custodial sentence was or is being served, name and location of any prison/institutions where any previous custodial sentences have been served, for all custodial sentences for Individual Offenders who have served or are serving a custodial sentence.• The Custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date, and name and location of prison/institution where the custodial sentence was or is being served, name and location of any

	<p>prison/institutions where any previous custodial sentences have been served, for all custodial sentences of individuals who are of interest to a police force or are wanted/missing.</p> <ul style="list-style-type: none"> • Forenames, middle names, surnames, previous names, preferred pronouns, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, national insurance number, current and previous names and locations of registered home addresses, names and locations of current and previous prison/ institution addresses, current and previous cell locations in prison/institutions where these custodial sentences were served or are being served, current and previous names and locations of places of employment, of Individual Offenders who have served or are serving a custodial sentence. • Forenames, middle names, surnames, previous names, preferred pronouns, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, national insurance number, current and previous names and locations of registered home addresses, names and locations of current and previous prison/ institution addresses, current and previous cell locations in prison/institutions where these custodial sentences were served or are being served, and current and previous names and locations of places of employment, of individuals who are of interest to a police force or are wanted/missing.
Duration of the Processing	<p>The use of HMPPS's data by the Buyer (the Authority) in NOMIS will be used as required by HMPPS throughout this Call-Off Contract. This will start from the Call-Off Contract Start Date to the Call-Off Contract End Date.</p> <p>If this Call-Off Contract is terminated before the Call-Off Contract End Date, the final date of the processing of HMPPS's Data in NOMIS will cease on the amended Call-Off Contract End Date.</p> <p>If there is no extension to this Call-Off Contract, the final date for Processing HMPPS's data will be the Contract Exit date, 28th December 2022.</p> <p>If this Call-Off Contract is extended beyond the Exit Date, the final date for Processing HMPPS's Data will be agreed between the Buyer and the Supplier during the Call-Off Contract Extension period.</p>
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure</p>

	by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
Type of Personal Data	<p>The Type of Personal Data under this Call-Off Contract will be:</p> <ul style="list-style-type: none"> • The Custodial sentence terms, including the crime committed, number of sentences being served concurrently, how the sentence has been calculated, custodial sentence start date, custodial sentence end date, name and location of prison/institution where the custodial sentence was or is being served, name and location of any prison/institutions where any previous custodial sentences have been served, for all custodial sentences for Individual Offenders who have served or are serving a custodial sentence. • The Custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date, and name and location of prison/institution where the custodial sentence was or is being served, name and location of any prison/institutions where any previous custodial sentences have been served, for all custodial sentences of individuals who are of interest to a police force or are wanted/missing. • Forenames, middle names, surnames, previous names, preferred pronouns, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, national insurance number, current and previous names and locations of registered home addresses, names and locations of current and previous prison/institution addresses, current and previous cell locations in prison/institutions where these custodial sentences were served or are being served, current and previous names and locations of places of employment, of Individual Offenders who have served or are serving a custodial sentence. • Forenames, middle names, surnames, previous names, preferred pronouns, age, date of birth, gender identity, nationality, citizenship, status for right to remain in the United Kingdom, status for right to work in the United Kingdom, religion, occupation, national insurance number, current and previous names and locations of registered home addresses, names and locations of current and previous prison/institution addresses, current and previous cell locations in prison/institutions where these custodial sentences were served or are being served, and current and previous names and locations of places of employment, of individuals who are of interest to a police force or are wanted/missing.
Categories of Data Subject	<p>This Data relates to:</p> <ul style="list-style-type: none"> • Individual Offenders who have served or are serving a custodial sentence.

<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>This data will be retained as part of the NOMIS system from the Call-Off Contract Start Date to the Call-Off End Date. If there is no extension to this Call-Off Contract, the final date for Processing HMPPS's data will be the Contract Exit date, 28th December 2022. The data will be returned by the Supplier to HMPPS Digital by the following processes:...This shall incur no additional cost to the Buyer.</p> <p>If this Call-Off Contract is extended beyond the Exit Date, the final date for Processing HMPPS's Data will be agreed between the Buyer and the Supplier during the Call-Off Contract Extension period.</p>
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