

G-Cloud 14 Call-Off Contract

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

G-Cloud 14 Call-Off Contract

| | |
|---|-------------------|
| Part A: Order Form | 2 |
| Part B: Terms and conditions | 16 |
| Schedule 1: Services | 37 |
| Schedule 2: Call-Off Contract charges | 48 |
| Schedule 3: Collaboration agreement | Not applicable 49 |
| Schedule 4: Alternative clause | 50 |
| Schedule 5: Guarantee | 54 |
| Schedule 6: Glossary and interpretations | 55 |
| Schedule 7: UK GDPR Information | 73 |
| Annex 1: Processing Personal Data | 73 |
| Annex 2: Joint Controller Agreement | Not applicable 75 |
| Schedule 8: Corporate Resolution Planning | 75 |
| Schedule 9 : Variation Form | 76 |

Part A: Order Form

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

| | |
|--------------------------------------|--|
| Platform service ID number | 7673 9440 2465 154 |
| Call-Off Contract reference | CQC HWE 024 |
| Call-Off Contract title | Smart Survey Engagement Platform 2025/29 |
| Call-Off Contract description | Survey Engagement Platform. Healthwatch England provides the platform to local Healthwatch network to enable the network to create surveys to engage with the public. |
| Start date | 04/05/2025 |
| Expiry date | 03/05/2028 |
| Call-Off Contract value | £150,000 Excluding VAT (Value over 3 years) £180,000 Including VAT (Value over 3 years) |
| Charging method | Invoice – BACS |
| Purchase order number | TBC |

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

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

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

| | |
|------------------------|---|
| From the Buyer | Care Quality Commission on Behalf of Healthwatch England 03000 616161 Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA |
| To the Supplier | SmartSurvey Limited Basepoint Business Centre Oakfield Close, Tewkesbury, Gloucestershire, GL20 8SD England Company number: 04885155 |

Together the 'Parties'

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]n

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]r

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

| | |
|---------------------------------|---|
| Start date | This Call-Off Contract Starts on 04/05/2025 and is valid for 36 months . |
| Ending (termination) | <p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p> |

| | |
|-------------------------|---|
| Extension period | <p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier one month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 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 Schedule 4 and outlined below:</p> <p>Public Sector Plus (K) - unlimited users, responses and emails.</p> |
| Additional Services | Not applicable |
| Location | <p>The Services will be delivered to</p> <p>London office – 2nd Floor, 2 Redman Place, London, E20 1JQ.</p> |
| Quality Standards | <p>The quality standards required for this Call-Off Contract are as specified in Schedule 1: Services Standards and Certifications.</p> |

| | |
|---------------------------------|---|
| Technical Standards: | The technical standards used as a requirement for this Call-Off Contract are as specified in Schedule 1: Services Standards and Certifications. |
| Service level agreement: | N/A |
| Onboarding | <p>The onboarding plan for this Call-Off Contract is:</p> <p>Getting started</p> <p>Initially the Supplier will setup the user accounts, followed by the setup of email validation and domain branding (if applicable).</p> <p>Following account setup, we can provide training to super or all users. Training is seldom needed as SmartSurvey is very easy to use. Training can be offered at an additional cost.</p> |

| | |
|--------------------------------|---|
| Offboarding | <p>The offboarding plan for this Call-Off Contract is</p> <p>End-of-contract data extraction Buyers can download survey and response data into CSV/Excel.</p> <p>End-of-contract process Buyers can export data up to the final contract date. Once the contract comes to an end, the account will revert back to the free plan. Buyers can delete any collected data they wish from the account at any time. After deletion, all data will be erased within 30 days.</p> |
| Collaboration agreement | Not applicable |

| | |
|------------------------------------|--|
| Limit on Parties' liability | <p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the total Call Off Contract value.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term .</p> |
| Buyer's responsibilities | <p>The Buyer is responsible for complying with all of its obligations as listed on the Supplier's Terms of Use, which can be found on the webpage: https://www.smartsurvey.co.uk/company/terms-of-use</p> |
| Buyer's equipment | <p>Not applicable</p> |

Supplier's information

| | |
|-----------------------------------|--|
| Subcontractors or partners | The following is a list of the Supplier's Subcontractors, subprocessors or Partners: https://www.smartsurvey.co.uk/company/sub-processors |
|-----------------------------------|--|

Call-Off Contract charges and payment

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

| | |
|--|--|
| Payment method | The payment method for this Call-Off Contract is BACS . |
| Payment profile | The payment profile for this Call-Off Contract is 30 days in advance of contract year |
| Invoice details | The Supplier will issue electronic invoices yearly in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |
| Who and where to send invoices to | Invoices will be sent via email to [REDACTED] |
| Invoice information required | All invoices must include the relevant purchase order number. |

| | |
|----------------------------------|---|
| Invoice frequency | Invoice will be sent to the Buyer annually |
| Call-Off Contract value | £150,000 Excluding VAT (Value over 3 years) £180,000 Including VAT (Value over 3 years) |
| Call-Off Contract charges | <div style="background-color: black; height: 15px; width: 250px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 500px; margin-bottom: 5px;"></div> <div style="background-color: black; height: 15px; width: 40px;"></div> |

Additional Buyer terms

| | |
|------------------------------------|--|
| Performance of the Service | <p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • Access to licences and platform at commencement date of contract. |
| Guarantee | Not applicable. |
| Warranties, representations | <p>All Warranties and representations are as per Clause “Please see clause 2.3 of the Framework Agreement, which states:”.</p> <p>Clause 2.3 states:</p> |

| | |
|--|--|
| | <p>2.3 The Supplier warrants, represents and undertakes to CCS and each Buyer that:</p> <p>2.3.1 it has full capacity, authority and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under the Framework Agreement and each Call-Off Contract, including if a Supplier's processes need the consent of its Parent Company</p> <p>2.3.2 the Supplier or an authorised representative will sign the Framework Agreement and the Call-Off Contract</p> <p>2.3.3 it has used and will continue to use all reasonable endeavours, software and the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimize the impact of Malicious Software accessing systems owned by, under the control of, or used by CCS or any Buyer via its own access to these systems</p> <p>2.3.4 in entering into this Framework Agreement and any Call-Off Contract, it has not committed, will not commit or agree to commit a Prohibited Act</p> <p>2.3.5 it will continue to pay all taxes due to HMRC and will not indulge in 'disguised employment' practices when delivering services under this Framework Agreement</p> <p>2.3.6 at the Start Date, it has notified CCS in writing of any Tax Non-Compliance or any Tax Non-Compliance litigation it is involved in</p> <p>2.3.7 it will perform all obligations under this Framework Agreement and any Call-Off Contract complying with all Laws</p> <p>2.3.8 it will perform its obligations with all reasonable care, skill and diligence, according to Good Industry Practice</p> <p>2.3.9 on a Call-Off Contract Start Date, all information, statements and representations in the Application are accurate and not misleading except if the Buyer has been notified in writing before signing the Call-Off Contract</p> <p>.</p> |
|--|--|

| | |
|--|---|
| Supplemental requirements in addition to the Call-Off terms | Not applicable. |
| Alternative clauses | Not applicable |
| Buyer specific amendments to/refinements of the Call-Off Contract terms | Not applicable |
| Personal Data and Data Subjects | Confirm whether Annex 1 of Schedule 7 is being used |
| Intellectual Property | Please see Clause 11 in this Call-Off Contract as well as Clause 27 of the Framework Agreement |
| Social Value | <p>Social Value</p> <p>Fighting climate change Covid-19 recovery Tackling economic inequality Fighting climate change</p> <p>SmartSurvey is wholeheartedly aligned with fighting Climate Change. Recognising the vital importance of reducing our carbon footprint and working towards a sustainable future, we have integrated these values into our operational strategies and business model. While SmartSurvey currently does not operate a formal ISO-certified Environmental Management System (EMS), we are deeply committed to reducing our environmental impact. Our practices include:</p> |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Regular environmental audits: we conduct internal reviews to identify potential areas for environmental improvement. • Employee training: we provide training and resources to our team, emphasising sustainable best practices in their respective roles. • Waste management: Digital-first operations reduce paper usage, and any electronic waste generated is responsibly recycled. <p>Our strategies for managing energy consumption include:</p> <ul style="list-style-type: none"> • Digital optimisation: Our platform prioritises server and application optimisations, ensuring that our services run at peak efficiency, which reduces energy usage. Optimised code architecture is energy efficient as well. • Remote work options: We are a business committed to the remote work model, so our employees do not need to commute, reducing the associated carbon footprint. • Hardware: We provide our employees with energy-efficient laptops to use for remote work. <p>For third-party providers associated with our services:</p> <ul style="list-style-type: none"> • When selecting third-party suppliers, we check their environmental policies around energy usage and hardware disposal. • Our most significant third-party supplier is ANS, who host both our primary data centre and our recovery location. Their environmental policy can be found here: https://www.ans.co.uk/wp-content/uploads/2023/09/POL-ANS-Environmental-Policy-Statement.pdf <p>Covid-19 recovery</p> <p>SmartSurvey is offering unique employment opportunities in a fast-growing business, in a high-growth sector, in a location outside established clusters for the tech industry. Our location in Tewkesbury means that we're offering high-skill, well-paid jobs in region where most similar firms may be located in larger cities such as Bristol or Birmingham. We also have a hiring policy that focuses on ability and potential rather than pure academic results and have seen great results by recruiting programmers on an apprentice basis, giving them valuable on-the-job experience as they learn and build their skills much sooner than if they had gone through a higher education path.</p> <p>The online survey product we offer allows our clients to reach out to, and hear from, the people they need to without the need for face-to-face contact.</p> <p>By using online surveys to engage with their customers, organisations have access to much better data and insight about where to focus resources, what decisions to make and which improvements to target, making for better services. The inclusion of tools such as webhooks, a fully-featured API, and integrations with software such as Salesforce makes it possible for clients to create new workflows and automations.</p> <p>Healthcare feedback and self-reporting surveys can help health services providers to provide a better service, and allow people affected by illness to communicate with healthcare services</p> |
|--|--|

| | |
|-------------------------------|---|
| | <p>Our software helps businesses using a remote or hybrid working model to maintain employee engagement and get valuable feedback from their staff, wherever they are, via a secure and private medium. Tackling economic inequality</p> <p>Our Software is inexpensively priced and flexible, allowing newly-established businesses to access high quality software for as long as they need it when getting started, and upgrade to greater feature sets as their business grows. A user can get started with our software for as little as the cost of subscribing for a single month and, with the lifespan of many market research surveys is less than this, use this to get the insight they need to get their business off the ground. We also offer a discount to not-for-profit organisations.</p> <p>By supporting businesses to get off the ground via our flexible model, we're helping them grow and expand as they make the right decisions based on the insight they gather with our software, they'll be able to make the move to creating jobs sooner.</p> <p>We're proud of our record as a business in a high-growth sector. We recruit at all levels and our location outside established tech clusters means that we can recruit from an area that may not otherwise have similar high-skill jobs with similar opportunities for development and skills growth.</p> <p>We recently decided to expand our development team by taking on an apprentice programmer, as part of a scheme administered by "The Development Manager", an organisation based in Worcester. This scheme leads to a recognised qualification and we've been so happy with the outcome that we've recruited a second apprentice for our Technology team</p> |
| Performance Indicators | <p>Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer.</p> <p>Note required Performance Indicators needed from the Supplier for future publication or otherwise.</p> |

1. Formation of contract

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

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

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

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

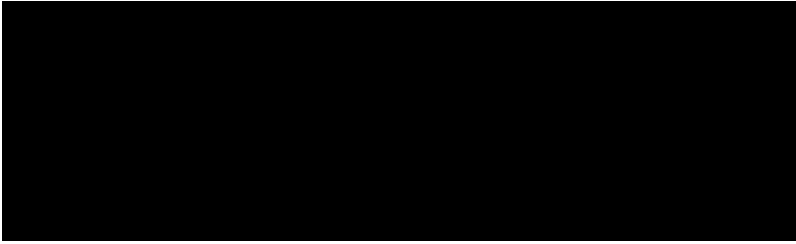
2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

Call-Off Contract Signatures

IN WITNESS of which this Contract has been duly executed by the parties.

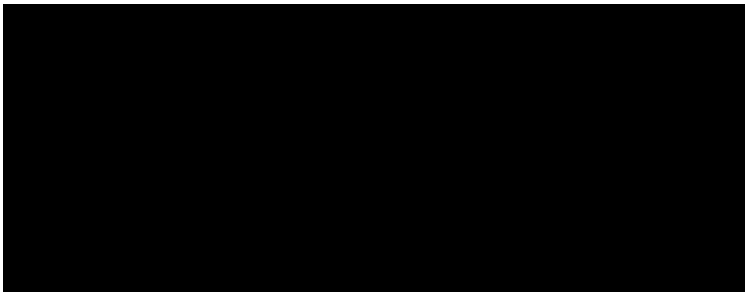
SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

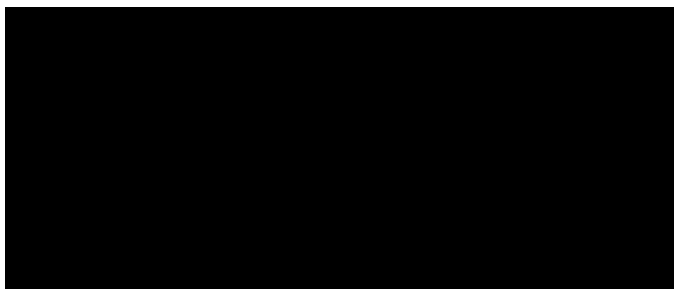


SIGNED for and on behalf of **SMARTSURVEY LIMITED**

Authorised Signatory 1:



Authorised Signatory 2:



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

Buyer Benefits

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

[G-Cloud 14 Customer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 36 months

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 to 8.6 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)

- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 30 (Insurance)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

5. Due diligence

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

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

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

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

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

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any

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

7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgement against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 Clause 11.6 will not apply if the IPR Claim is from:

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

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

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

16.4 Responsibility for costs will be at the:

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

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

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

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

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

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

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

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 cooperate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in Schedule 9 if it isn't a material change to the Framework Agreement or this 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 using the template in Schedule 9. This includes any changes in the Supplier's supply chain.

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

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

SmartSurvey Limited

SmartSurvey - Survey Platform for Government

SmartSurvey's government-focused survey platform facilitates efficient policy-making through advanced data collection and analysis tools. It enables governmental bodies to conduct thorough research, gather public opinion, and report outcomes seamlessly, supporting transparent and informed decision-making.

Features

- UK based Survey Tool, powerful, secure, and easy to use
- Collect data via: Email, SMS, Web Embed, QR Code, etc
- Brand it, customise colours, fonts, add logo(s) and much more
- Skip logic, Routing, Piping, Carry forward, Variables, Scoring, Validation, Randomisation
- Email distribution and tracking, auto-scheduling, reminders, manage opt-outs
- Real-time Results, Sentiment, Text, Thematic Analysis, Trend Charts, Dashboards, etc
- Question types: Multiple Choice, Rating, Ranking, Matrix, Free text, etc
- Full support via: Telephone, Email, Tickets and Live chat
- UK Ring-fenced, Secure, Accredited, Accessible
- Team collaboration, shared assets, organisation wide survey and question templates

Benefits

- All data stored and backed up on UK servers
- All data is encrypted during transit and at rest
- Easy to use, little training required!
- Unlimited Users, Unlimited Surveys, Unlimited Responses
- Fully responsive on all platforms: Web Browsers, Mobiles, Tablets, etc
- ISO27001 and Cyber Security Essentials Plus Certified
- NHS Digital Data Security and Protection Toolkit compliant
- SSO (single sign-on), 2FA, Password policies
- Annual penetration test carried out
- Build surveys online, nothing to install and easy to use

Service scope

Software add-on or extension - No

Cloud deployment model Private cloud

Service constraints No.

System requirements

- Internet connection
- Modern web browsers

User support

Email or online ticketing support - Email or online ticketing

Support response times - Between Monday to Friday 9am to 5:30pm, expect a response within 1 hour. Any other time expect a response within 6 hours.

User can manage status and priority of support tickets - Yes

Online ticketing support accessibility - WCAG 2.1 AAA

Phone support - Yes

Phone support availability - 9 to 5 (UK time), Monday to Friday

Web chat support - Web chat

Web chat support availability- 9 to 5 (UK time), Monday to Friday

Web chat support accessibility standard - WCAG 2.1 AA or EN 301 549

Web chat accessibility testing - Taken care of by supplier.

Onsite support - No

Support levels - We provide support via telephone, email, live chat and through support tickets. Monday to Friday 9am to 5:30pm. Enterprise users have access to a dedicated Customer Success Manager.

Support available to third parties - No

Onboarding and offboarding

Getting started

Initially we will setup the user accounts, followed by the setup of email validation and domain branding (if applicable).

Following account setup, we can provide training to super or all users. Training is seldom needed as SmartSurvey is very easy to use. Training can be offered at an additional cost.

Service documentation - Yes

Documentation formats - HTML

End-of-contract data extraction - Customers can download survey and response data into CSV/Excel.

End-of-contract process - Customers can export data up to the final contract date. Once the contract comes to an end, the account will revert back to the free plan. Customers can delete any collected data they wish from the account at any time. After deletion, all data will be destroyed after 21 days.

Using the service

Web browser interface - Yes

Supported browsers -

- Internet Explorer 11
- Microsoft Edge
- Firefox
- Chrome
- Safari
- Opera

Application to install - No

Designed for use on mobile devices - Yes

Differences between the mobile and desktop service

All forms / surveys created within SmartSurvey will work on any device automatically.

Service interface - Yes

User support accessibility - None or don't know

Description of service interface

The Service is accessed via a secure web browser connection. The interface consists of responsive and accessible web pages through which the users access the functions of the software.

Accessibility standards - WCAG 2.1 AA or EN 301 549

Accessibility testing - We used an external company to test our site using various assistive technology.

API - Yes

What users can and can't do using the API

In order to use SmartSurvey API, you will need to request an API key from within your account dashboard.

Follow the steps below to get your API key:

Login to your account

Click on My Account

Click on API Keys

Request API Access

If you have not already requested one, click on request key.

Click Add New API Key

Once the key appears, use this to authenticate with the API

If you do not see this option within your account, please contact us for further assistance.

The SmartSurvey API is a RESTful API, which adheres to the guidelines defined by REST. Users can make a requests to specific endpoints to list, create, update, copy and delete. Some entities such as 'surveys' have more options than others.

There are some limits to the API requests that can be made To the API. These limits are based on the SmartSurvey account package type.

API documentation - Yes

API documentation formats - HTML

API sandbox or test environment - Yes

Customisation available - Yes

Description of customisation- All forms/surveys can be fully customised using HTML and CSS. This allows users to meet their brand guideline requirements and ensure mobile optimisation and accessibility are taken into consideration.

Scaling

Independence of resources

We have load balancers in place. Additional standby servers are available to increase resources if required. At present we are only using 10% of our capacity.

Analytics

Service usage metrics - Yes

Metrics types - SmartSurvey users can access metrics on the number of Responses, Number of surveys, Number of users, Number of SMS credits, and where multiple users are present, information regarding user creation date and last accessed date.

Reporting types - Real-time dashboards

Resellers

Supplier type - Not a reseller

Staff security

Staff security clearance - Conforms to BS7858:2019

Government security clearance - Up to Baseline Personnel Security Standard (BPSS)

Asset protection

Knowledge of data storage and processing locations - Yes

Data storage and processing locations

- United Kingdom

- European Economic Area (EEA)

User control over data storage and processing locations - No

Datacentre security standards

Complies with a recognised standard (for example CSA CCM version 3.0)

Penetration testing frequency - At least once a year

Penetration testing approach

'IT Health Check' performed by a Tigerscheme qualified provider or a CREST-approved service provider

Protecting data at rest

- Physical access control, complying with SSAE-16 / ISAE 3402
- Other

Other data at rest protection approach

Using TDE (Transparent Data Encryption).

Data sanitisation process - Yes

Data sanitisation type - Deleted data can't be directly accessed

Equipment disposal approach

Complying with a recognised standard, for example CSA CCM v.30, CAS (Sanitisation) or ISO/IEC 27001

Data importing and exporting

Data export approach

Data can be exported into Excel, CSV and Word.

Data export formats

- CSV
- Other

Other data export formats

- Word

- XLS
- PDF

Data import formats - Other

Other data import formats - This is something we will manage for users, if required.

Data-in-transit protection

Data protection between buyer and supplier networks - TLS (version 1.2 or above)

Data protection within supplier network - TLS (version 1.2 or above)

Availability and resilience

Guaranteed availability

Our current availability stands at 99.9% for the past 5 years. We guarantee an uptime SLA of 99.95 percent.

Approach to resilience - Available on request.

Outage reporting - Email alerts and dashboard notifications.

Identity and authentication

User authentication needed - Yes

User authentication

- 2-factor authentication
- Username or password

Access restrictions in management interfaces and support channels

Level of access to these areas are determined by the role and seniority of the staff member. For example, only support staff have access to potentially sensitive data, where only senior technical staff have access to databases.

Access restriction testing frequency - At least every 6 months

Management access authentication

- 2-factor authentication
- Username or password

Audit information for users

Access to user activity audit information - Users contact the support team to get audit information

How long user audit data is stored for - At least 12 months

Access to supplier activity audit information - Users contact the support team to get audit information

How long supplier audit data is stored for - At least 12 months

How long system logs are stored for - At least 12 months

Standards and certifications

ISO/IEC 27001 certification - Yes

Who accredited the ISO/IEC 27001- The British Assessment Bureau

ISO/IEC 27001 accreditation date- 17/06/2015

What the ISO/IEC 27001 doesn't cover- Our data centre providers, they both have their own ISO27001 certification.

ISO 28000:2007 certification - No

CSA STAR certification - No

PCI certification - Yes

Who accredited the PCI DSS certification - Trustwave

PCI DSS accreditation date - 01/10/2018

What the PCI DSS doesn't cover - N/A

Cyber essentials - Yes

Cyber essentials plus - Yes

Other security certifications - No

Security governance

Named board-level person responsible for service security - Yes

Security governance certified - Yes

Security governance standards - ISO/IEC 27001

Information security policies and processes- - As part of our ISO27001 commitments, we have a number of policies in place which employees have to adhere to. These includes policies such, acceptable use policy, clean desk, disaster recovery, passwords, etc. Every employee will be required to familiarise themselves with these policies and complete an assessment to ascertain their level of understanding. Test are carried out annually.

Operational security

Configuration and change management standard - Supplier-defined controls

Configuration and change management approach - -Available on request.

Vulnerability management type - Supplier-defined controls

Vulnerability management approach - Available on request.

Protective monitoring type - Supplier-defined controls

Protective monitoring approach - Available on request.

Incident management type - Supplier-defined controls

Incident management approach - Available on request.

Secure development

Approach to secure software development best practice

Independent review of processes (for example CESG CPA Build Standard, ISO/IEC 27034, ISO/IEC 27001 or CSA CCM v3.0)

Public sector networks

Connection to public sector networks - No

Social Value

Social Value

Fighting climate change

- Covid-19 recovery
- Tackling economic inequality

Fighting climate change

SmartSurvey is wholeheartedly aligned with fighting Climate Change. Recognising the vital importance of reducing our carbon footprint and working towards a sustainable future, we have integrated these values into our operational strategies and business model.

While SmartSurvey currently does not operate a formal ISO-certified Environmental Management System (EMS), we are deeply committed to reducing our environmental impact. Our practices include:

- Regular environmental audits: we conduct internal reviews to identify potential areas for environmental improvement.
- Employee training: we provide training and resources to our team, emphasising sustainable best practices in their respective roles.
- Waste management: Digital-first operations reduce paper usage, and any electronic waste generated is responsibly recycled.

Our strategies for managing energy consumption include:

- Digital optimisation: Our platform prioritises server and application optimisations, ensuring that our services run at peak efficiency, which reduces energy usage. Optimised code architecture is energy efficient as well.
- Remote work options: We are a business committed to the remote work model, so our employees do not need to commute, reducing the associated carbon footprint.
- Hardware: We provide our employees with energy-efficient laptops to use for remote work.

For third-party providers associated with our services:

- When selecting third-party suppliers, we check their environmental policies around energy usage and hardware disposal.
- Our most significant third-party supplier is ANS, who host both our primary data centre and our recovery location. Their environmental policy can be found here:

<https://www.ans.co.uk/wp-content/uploads/2023/09/POL-ANS-Environmental-Policy-Statement.pdf>

Covid-19 recovery

SmartSurvey is offering unique employment opportunities in a fast-growing business, in a high-growth sector, in a location outside established clusters for the tech industry. Our location in Tewkesbury means that we're offering high-skill, well-paid jobs in region where most similar firms may be located in larger cities such as Bristol or Birmingham. We also have a hiring policy that focuses on ability and potential rather than pure academic results and have seen great results by recruiting programmers on an apprentice basis, giving them valuable on-the-job experience as they learn and build their skills much sooner than if they had gone through a higher education path.

The online survey product we offer allows our clients to reach out to, and hear from, the

people they need to without the need for face-to-face contact.

By using online surveys to engage with their customers, organisations have access to much better data and insight about where to focus resources, what decisions to make and which improvements to target, making for better services. The inclusion of tools such as webhooks, a fully-featured API, and integrations with software such as Salesforce makes it possible for clients to create new workflows and automations.

Healthcare feedback and self-reporting surveys can help health services providers to provide a better service, and allow people affected by illness to communicate with healthcare services

Our software helps businesses using a remote or hybrid working model to maintain employee engagement and get valuable feedback from their staff, wherever they are, via a secure and private medium.

Tackling economic inequality

Our Software is inexpensively priced and flexible, allowing newly-established businesses to access high quality software for as long as they need it when getting started, and upgrade to greater feature sets as their business grows. A user can get started with our software for as little as the cost of subscribing for a single month and, with the lifespan of many market research surveys is less than this, use this to get the insight they need to get their business off the ground. We also offer a discount to not-for-profit organisations.

By supporting businesses to get off the ground via our flexible model, we're helping them grow and expand as they make the right decisions based on the insight they gather with our software, they'll be able to make the move to creating jobs sooner.

We're proud of our record as a business in a high-growth sector. We recruit at all levels and our location outside established tech clusters means that we can recruit from an area that may not otherwise have similar high-skill jobs with similar opportunities for development and skills growth.

We recently decided to expand our development team by taking on an apprentice programmer, as part of a scheme administered by "The Development Manager", an organisation based in Worcester. This scheme leads to a recognised qualification and we've been so happy with the outcome that we've recruited a second apprentice for our Technology team

Pricing

Price - £1,600 a user a year

Discount for educational organisations - -Yes

Free trial available- -Yes

Description of free trial

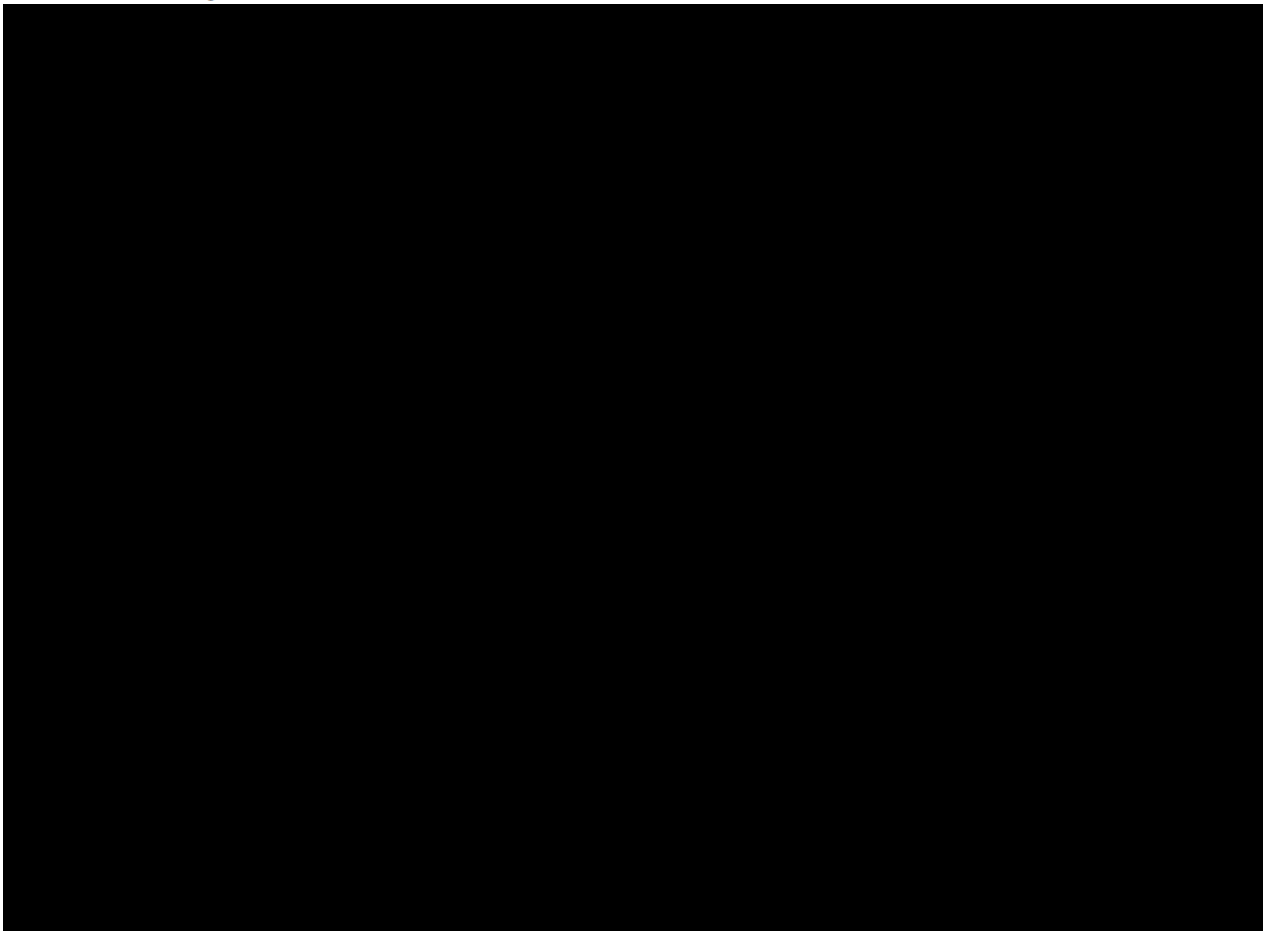
14 days free trial of all the features. However, the trial limits the number of invites to 25. SMS functionality cannot be trialed, but we can demonstrate it on request.

Link to free trial - <https://app.smartsurvey.co.uk/c/signup?plan=9&trial=1&source=GC>

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract Clause 3 and Schedule 4 of the Framework Agreement apply.

User, response, and email limit matrix



Schedule 3: Collaboration agreement – Not applicable

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

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

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

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

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

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

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

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

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

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review

these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Buyer will be entitled to receive upon request a copy of the policy.

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

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

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

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

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

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

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Buyer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors

obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

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

2.5 Equality

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

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

2.6 Health and safety

2.6.1 The Supplier will promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Buyer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

2.6.2 While on the Buyer premises, the Supplier will comply with any health and safety measures implemented by the Buyer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Buyer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Buyer premises in the performance of its obligations under the Call-Off Contract.

2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Buyer on request.

2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Buyer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Buyer under any insurance policy).

2.7.2 If during the Call-Off Contract Term any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Buyer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Buyer's cost and the Supplier will (at no additional cost to the Buyer) provide any help the Buyer reasonably requires with the appeal.

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

Schedule 5: Guarantee – Not applicable

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

| | |
|-----------------------------|---|
| Buyer Representative | The representative appointed by the Buyer under this Call-Off Contract. |
|-----------------------------|---|

| | |
|---|--|
| Buyer Software | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services. |
| Call-Off Contract | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |
| Charges | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract. |
| Collaboration Agreement | An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate. |
| Commercially Sensitive Information | Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive. |

| | |
|---------------------------------|---|
| Confidential Information | <p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential'). |
| Control | 'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| Controller | Takes the meaning given in the UK GDPR. |
| Crown | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |
| Data Loss Event | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |

| | |
|---|--|
| Data Protection Impact Assessment (DPIA) | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| Data Protection Legislation (DPL) | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy. |
| Data Subject | Takes the meaning given in the UK GDPR |
| Default | <p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p> |
| DPA 2018 | Data Protection Act 2018. |
| Employment Regulations | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') . |
| End | Means to terminate; and Ended and Ending are construed accordingly. |

| | |
|---|---|
| Environmental Information Regulations or EIR | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| Equipment | The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |

| | |
|--|---|
| ESI Reference Number | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| Employment Status Indicator test tool or ESI tool | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax |
| Expiry Date | The expiry date of this Call-Off Contract in the Order Form. |
| Financial Metrics | <p>The following financial and accounting measures:</p> <ul style="list-style-type: none"> • Dun and Bradstreet score of 50 • Operating Profit Margin of 2% • Net Worth of 0 • Quick Ratio of 0.7 |

| | |
|------------------------|--|
| 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 | The clauses of framework agreement RM1557.14 together with the Framework Schedules. |
| Fraud | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |

| | |
|---|--|
| Freedom of Information Act or FoIA | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| G-Cloud Services | The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| UK GDPR | The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679). |
| Good Industry Practice | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances. |
| Government Procurement Card | The government's preferred method of purchasing and payment for low value goods or services. |

| | |
|----------------------------|--|
| Guarantee | The guarantee described in Schedule 5. |
| Guidance | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| Implementation Plan | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. |
| Indicative test | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| Information | Has the meaning given under section 84 of the Freedom of Information Act 2000. |

| | |
|---|---|
| Information security management system | The information security management system and process developed by the Supplier in accordance with clause 16.1. |
| Inside IR35 | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |

| | |
|--|--|
| Insolvency event | <p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Supplier Trigger Event |
| Intellectual Property Rights or IPR | <p>Intellectual Property Rights are:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <ul style="list-style-type: none"> • (c) 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 | <p>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.</p> |

| | |
|------------------------|--|
| IR35 assessment | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
|------------------------|--|

| | |
|---------------------------|--|
| Know-How | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date. |
| Law | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| Loss | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly. |
| Lot | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly. |
| Malicious Software | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |

| | |
|---------------------------------|---|
| Management Charge | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract. |
| Management Information | The management information specified in Framework Agreement Schedule 6. |
| Material Breach | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| Ministry of Justice Code | The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |

| | |
|----------------------|---|
| New Fair Deal | The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended. |
| Order | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes. |
| Order Form | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |

| | |
|---------------------------------|---|
| Ordered G-Cloud Services | G-Cloud Services which are the subject of an order by the Buyer. |
| Outside IR35 | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |
| Party | The Buyer or the Supplier and 'Parties' will be interpreted accordingly. |
| Performance Indicators | The performance information required by the Buyer from the Supplier set out in the Order Form. |
| Personal Data | Takes the meaning given in the UK GDPR. |
| Personal Data Breach | Takes the meaning given in the UK GDPR. |
| Platform | The government marketplace where Services are available for Buyers to buy. |
| Processing | Takes the meaning given in the UK GDPR. |
| Processor | Takes the meaning given in the UK GDPR. |

| | |
|-----------------------|--|
| Prohibited act | <p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <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 and Performance Indicators data. |
| Service definition(s) | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement. |
| Service description | The description of the Supplier service offering as published on the Platform. |
| Service Personal Data | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract. |
| Spend controls | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see |

| | |
|--------------------------------|---|
| | https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service |
| Start date | The Start date of this Call-Off Contract as set out in the Order Form. |
| Subcontract | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof. |
| Subcontractor | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. |
| Subprocessor | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract. |
| Supplier | The person, firm or company identified in the Order Form. |
| Supplier Representative | The representative appointed by the Supplier from time to time in relation to the Call-Off Contract. |

| | |
|------------------------------------|---|
| Supplier staff | All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| Supplier Terms | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application. |
| Term | The term of this Call-Off Contract as set out in the Order Form. |
| Trigger Event | The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days. |
| Variation | This has the meaning given to it in clause 32 (Variation process). |
| Variation Impact Assessment | <p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract; b) details of the cost of implementing the proposed variation; c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; |

| | |
|---------------------|---|
| | <p>d) a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p> |
| Working Days | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| Year | A contract year. |

Schedule 7: UK GDPR Information

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

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
[REDACTED] Governance and Legal Services, Care Quality Commission, Citygate, Newcastle upon Tyne, NE1 4PA, United Kingdom. Email: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[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.

| Description | Details |
|---|---|
| Identity of Controller and Processor 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 paragraphs 2 to paragraph 15 of Schedule 7 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 personal data collected by HWE and the Healthwatch network through surveys on patient experience of health and social care in England which are conducted via the survey platform is listed below.</p> <p>People's views / experiences of health and social care The following data will be collected:</p> <ul style="list-style-type: none">• Special Category data (health and ethnicity for all surveys; sexual orientation and religion and belief where necessary) |

| | |
|---|--|
| | <ul style="list-style-type: none"> • Personal information Contact details (email, telephone, address), contact details of their relatives if this is the person sharing this information • IP address of person completing the form |
| Duration of the Processing | The Supplier will continue to process the Personal Data until it is deleted by the Buyer using its SmartSurvey account(s), or its SmartSurvey account(s) are terminated. After the Personal Data is deleted or the Buyer's SmartSurvey account(s) are terminated, it can take up to 30 days for the data to be erased due to backups |
| Nature and purposes of the Processing | Healthwatch England uses the SmartSurvey platform to collect and analysis data to gather insight on patient experience of health and social care. Local Healthwatch collect and analyse survey data that is concerned with their local Healthwatch area. Processing and distribution of survey data on behalf of a group, for example ICS level. |
| Type of Personal Data | <p>People's views / experiences of health and social care</p> <p>The following data will be collected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Special Category data –(health and ethnicity for all surveys; sexual orientation and religion and belief where necessary) <input type="checkbox"/> Personal information Contact details (email, telephone, address), contact details of their relatives if this is the person sharing this information <input type="checkbox"/> IP address of person completing the form |
| Categories of Data Subject | <p>Healthwatch England staff (including volunteers, agents, and temporary workers)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Local Healthwatch staff (including volunteers, agents, and temporary workers) <input type="checkbox"/> Members of the public |
| International transfers and legal gateway | <i>As detailed in: https://www.smartsurvey.co.uk/company/sub-processors</i> |

| | |
|---|--|
| Plan for return and destruction of the data once the Processing is complete | <p>The Supplier will continue to process the Personal Data until it is deleted by the Buyer using its SmartSurvey account(s), or its SmartSurvey account(s) are terminated. After the Personal Data is deleted or the Buyer's SmartSurvey account(s) are terminated, it can take up to 30 days for the data to be erased due to backups.</p> <p>Data is not stored on the SmartSurvey platform longterm. Once a project/survey has been completed data is moved off the platform and either destroyed or kept under statutory requirements of Healthwatch.</p> |
|---|--|

Annex 2 - Joint Controller Agreement – Not applicable

Schedule 8 (Corporate Resolution Planning) – Not applicable

Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

| Contract Details | | |
|---|--|--------------------------|
| This variation is between: | [insert name of Buyer] ("the Buyer") And [insert name of Supplier] ("the Supplier") | |
| Contract name: | [insert name of contract to be changed] ("the Contract") | |
| Contract reference number: | [insert contract reference number] | |
| Details of Proposed Variation | | |
| Variation initiated by: | [delete] as applicable: Buyer/Supplier] | |
| Variation number: | [insert variation number] | |
| Date variation is raised: | [insert date] | |
| Proposed variation | | |
| Reason for the variation: | [insert reason] | |
| A Variation Impact Assessment shall be provided within: | [insert number] days | |
| Impact of Variation | | |
| Likely impact of the proposed variation: | [Supplier to insert] assessment of impact] | |
| Outcome of Variation | | |
| Contract variation: | This Contract detailed above is varied as follows: • [Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause] | |
| Financial variation: | Original Contract Value: | £ [insert amount] |
| | Additional cost due to variation: | £ [insert amount] |

| | | |
|--|---------------------|--------------------------|
| | New Contract value: | £ [insert amount] |
|--|---------------------|--------------------------|

1 This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer

2 Words and expressions in this Variation shall have the meanings given to them in the Contract.

3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

.....

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

Signature

Date

Name (in Capitals)

Address

.....