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## G-Cloud 12 Call-Off Contract

### Workforce Dimensions – Operational Trial (Software as a Service)

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

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## Part A: Order Form

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

<b>Digital Marketplace service ID number</b>	7085 2225 8534 947
<b>Call-Off Contract reference</b>	Project 23605
<b>Call-Off Contract title</b>	Workforce Dimensions – Operational Trial (Software as a Service)
<b>Call-Off Contract description</b>	<p><b>Workforce Dimensions</b></p> <p>The Supplier is providing an AI based Enterprise Workforce Planning and Management SaaS solution including – Workforce Planning, Demand and Employee Preference Based Scheduling, Timekeeping, Attendance Management, Employee / Manager Self Service &amp; Analytics with extensive API based integration to HCM and Finance solutions.</p>
<b>Start date</b>	22/06/2021
<b>Expiry date</b>	21/06/2022
<b>Call-Off Contract value</b>	<p>The expected initial value of this Call-Off Contract will be <b>£700,196.00</b> (excluding VAT).</p> <p>However, the Buyer reserves the right to uplift this Call-Off Contract to £994,101.92 (excluding VAT) without Variation through the purchase of additional licences and/or agreed work packages for training, education, configuration or professional services.</p>
<b>Charging method</b>	<p>Specified in Schedule 2: Call-Off Contract charges</p> <p>Annual in advance for SaaS Services and Enhanced Customer Success Plan, and monthly in arrears for Professional Services based on delivery of project outcomes in Statement of Work.</p>
<b>Purchase order numbers</b>	To be sent to Supplier when SOP records set up. First purchase order (PO) for Software as a Service (Workforce Dimensions) and Enhanced Customer Success Plan; and a second PO for Professional Services and applicable Statement of Work.

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

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

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

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

<b>From the Buyer</b>	<b>Department for Work and Pensions</b> Caxton House Tothill Street Westminster London SW1H 9NA
<b>To the Supplier</b>	<b>Kronos Systems Limited</b> The Capitol Building Oldbury Bracknell RG12 8FZ United Kingdom Company number: 02528089
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:

Title: Senior Digital Project Manager and Supplier Manager

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

### For the Supplier:

Title: Industry Director, Public Sector

Name: [REDACTED]

Email: [REDACTED]


Phone: [REDACTED]

## Call-Off Contract term

<b>Start date</b>	<p>This Call-Off Contract Starts on <b>22/06/2021</b> and is valid for an initial term of 12 months.</p> <p>The date and number of days or months is subject to clause 1.2 in Part B below.</p>
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> 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 <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for 1 period of up to 12 months, by giving the Supplier 2 calendar months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></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.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 2: Cloud software</li> </ul>
<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• Supplier's Software as a Service (Workforce Dimensions)</li> <li>• Supplier's Enhanced Customer Success Plan</li> <li>• Supplier's Professional Services, as further set out in the Order Form (including Schedule 1 (Services) and Schedule 2 (Call-Off Contract charges) and the applicable Statement of Work subject to the terms of the Call-Off Contract.</li> </ul>
<b>Additional Services</b>	Not applicable
<b>Location</b>	<p>Unless specified and approved by the Buyer, the required services will be delivered by the Supplier remotely.</p> <p>Where the required services need to be delivered at the Buyer's premises these may include the following Corporate Hub locations: Sheffield (Kings Court); Blackpool (Peel Park); Leeds (Quarry House); Newcastle (Benton Park View); London (Caxton House); Manchester (Two St Peter's Square) as well as other locations as specified.</p> <p>Where the required services need to be delivered at the Buyer's premises, any expected expenses must be approved in advance by the Buyer and in accordance with the attached Buyer policy, otherwise claims for expenses will be rejected:</p> <div data-bbox="504 1491 700 1630">  <p>DWP expenses policy.docx</p> </div>
<b>Quality standards</b>	Not applicable
<b>Technical standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are:</p> <ul style="list-style-type: none"> <li>- ISO27001</li> <li>- ISO27017</li> <li>- ISO27018</li> </ul>

<p><b>Service agreement:</b></p>	<p><b>level</b></p> <p>The service level agreement and system availability criteria required for this Call-Off Contract are as follows:</p> <div data-bbox="512 286 1433 864"> <p><b>Service Level Agreement for Workforce Dimensions (WFD)</b></p> <p>The Supplier offers the Service Level Agreement and associated SLA Credits as described below. Subject to clause 18.1 of the Call-Off Contract, the SLA Credits are the Buyer's sole and exclusive remedy in the event of any Outage, except that if the Service does not maintain 99.75% Application Availability for two months out of any six-month period, the Buyer will have the right to End this Call-Off Contract with immediate effect by written notice. Such termination shall be without penalty to the Supplier and the Buyer will only be liable to pay for outstanding professional service fees for invoices already submitted and/or professional services work completed but yet to be invoiced prior to the date of the termination notice. The Buyer will not be liable to pay for undelivered professional service fees against the Purchase order and/or this Order Form that have yet to be completed. The Supplier remains obligated to provide the Service as otherwise described in the terms of the Call-Off Contract.</p> </div> <div data-bbox="512 864 1433 2045"> <p><b>Workforce Dimensions Service Level Agreement</b></p> <p><b>Service Level Agreement:</b> The Supplier offers the Service Level Agreement and associated SLA Credits as described in this WFD SLA.</p> <p><b>Availability:</b> The production environment of the Service will maintain <b>99.75% Availability</b>. SLA Credits become available starting the month after Buyer's written "go live" confirmation is provided to the Supplier.</p> <p><b>SLA Credits:</b> If, due to an Outage, the Service does not maintain 99.75% Availability, Buyer is entitled to a credit to Buyer's applicable charge for the affected month, such credit to be equivalent to 3% of Buyer's monthly PEPM Fees (pro-rata applicable charge for annual in advance invoicing of SaaS services) for every 1% of Availability below 99.75%, but in no event to exceed 100% of Buyer's applicable charge.</p> <p><b>"Outage"</b> means the accumulated time, measured in minutes, during which Buyer is unable to access the production environment for the Service for reasons other than an Excluded Event.</p> <p><b>"Excluded Event"</b> means any event that causes unavailability to the Service due to (a) the acts or omissions of Buyer, its employees, Buyers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by the Supplier or its third party suppliers providing the Service; (c) failures or malfunctions resulting from circuits provided by Buyer; (d) any inconsistencies or changes in Buyer's source environment, including either intentional or accidental connections or disconnections to the environment; (e) Buyer Data; (f) Force Majeure events; (g) expected downtime during the Maintenance Periods described below; (h) any suspension of the Service in accordance with the terms of the Call-Off Contract (i) the unavailability of required Buyer personnel, including as a result of failure to provide the Supplier with accurate, current contact information; or (j) using an Application in a manner inconsistent with the Documentation for such Application.</p> </div>
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**“Maintenance Period”** means scheduled maintenance periods established by the Supplier to maintain and update the Services, when downtime may be necessary. The Buyer chooses maintenance window based on location of data centre selected on Order Form. The Maintenance Period is used for purposes of the Service Credit Calculation; the Supplier continuously supports the production environment on a 24x7 basis to reduce disruptions. The current weekly Maintenance Period options are:

1. US/Canada Eastern Time from Thursday, 12:00 AM - 4:00 AM
2. Australian Eastern Time from Thursday, 12:00 AM - 4:00 AM or
3. Central European Time Thursday, 2:00 AM - 6:00 AM.

**Service Credit Calculation:** An Outage will be deemed to commence when the Service is unavailable to the Buyer and ends when the Supplier has restored availability to the Service.

**Availability Percentage:** (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100 and then divided by Monthly Minutes (MM), but not including Excluded Events.

**“Monthly Minutes (MM)”** means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

**“Total Minutes Not Available (TM)”** means the total number of minutes during the calendar month that the Service is unavailable as the result of an Outage.

#### **Reporting and Claims Process**

The Supplier will provide the Buyer with Availability metrics on a monthly basis for each prior calendar month. The Buyer must request the applicable SLA Credits by written notice to the Supplier within sixty (60) days of receipt of the metrics. The Buyer waives any right to SLA Credits not requested within this time period. All performance calculations and applicable SLA Credits are based on the Supplier's records and data unless the Buyer can provide the Supplier with clear and convincing evidence to the contrary.

Once the Buyer has requested the applicable SLA credits, they will be issued monthly via a credit note to the Buyer's account. This will be offset against any outstanding invoices, if no invoices are outstanding the Buyer may request a refund of the credit note.

Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating SLA Credits.

The Buyer acknowledges that the Supplier manages its network traffic in part on the basis of the Buyer's utilization of the Service and that changes in such utilization may impact the Supplier's ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if the Buyer significantly changes its utilization of the Service than what is contracted with the Supplier and such change creates a material and adverse impact on the traffic balance of the Supplier network, as reasonably determined by the Supplier, the Parties agree to co-operate, in good faith, to resolve the issue.

## **Success Plans**

### **Section 1. Success Plans**

1.1 the Supplier offers the following Success Plans for Workforce Dimensions:

- a. Essentials (included in Buyer's PEPM Fee)
- b. Enhanced (available for an additional Fee as indicated on the Order Form)

1.2 As part of the Essentials Success Plan, the Supplier will provide:

- a. Local Time Zone Support: 8am – 8pm Monday to Friday, with two-hour response time to support cases.
- b. 24/7 Mission Critical Support: Immediate and on-going support for a critical issue with no available workaround, where the system or a module may be down, experiencing major system degradation, or other related factors.
- c. Kronos/UKG Community Access: Ability to access how-to articles, discussion boards, and open support cases.
- d. Kronos/UKG Onboarding Experience: Step-by-step guidance to assist Buyer during onboard activities.
- e. KnowledgeMap™: On-line education portal providing access to the Supplier e-learning resources.
- f. KnowledgeMap™ Live may be purchased for an additional Fee.
- g. A Technical Account Manager (TAM) may be purchased for an additional Fee: senior Technical Support Engineers or former Supplier Application Consultants with industry-specific Supplier product knowledge.

1.3 As part of the Enhanced Customer Success Plan, the Supplier will provide:

- a. All of the services under the Essentials Success Plan.
- b. 24/7 Local Time Zone Support with one-hour response time to support cases.
- c. Dedicated Success Manager included at no additional charge.
- d. Integration/API Support: Assistance with enhancing and updating existing APIs and integrations.
- e. New Feature Review and Activation assistance.
- f. Industry Best Practices Review: Review configuration and use of Workforce Dimensions against industry peers and provide recommendations.
- g. Configuration Review: Assistance with optimizing the use of Workforce Dimensions based on your current usage patterns.
- h. Account Manager Review Meetings: regular account manager review meetings, typically on a monthly basis, or as otherwise agreed with the Buyer.



### **Workforce Dimensions Support Policies**

The Supplier provides support services for all Buyer environments (Production and User Acceptance Testing (UAT)) running the Workforce Dimensions Applications. Upgrades to these environments are included in all Success plans. Configuration of new features may be subject to additional cost depending on complexity.

### **Support Exclusions**

Support services do not include service to the Applications resulting from, or associated with:

- Failure to use the Applications in accordance with the Supplier's published specifications; or
- Buyer's end user computer or operating system malfunctions, including browser and internet connection; or
- Services required for application programs or conversions from products or software not supplied by the Supplier.

### **Service Coverage Period**

The Supplier provides support for the Workforce Dimensions Infrastructure 24 hours a day, seven days a week, 365 days a year.

Support coverage hours for the Application for use, usability and "how to" questions depend on the Workforce Dimensions Success Plan purchased with the Service.

<b>Workforce Dimensions Success Plans</b>	<b>Essentials</b>	<b>Enhanced</b>
<b>Local Time Zone Support</b>	<b>8:00 AM – 8:00 PM Monday to Friday*</b> 2 hour response to support cases  * Excluding Supplier holidays	<b>24 Hour x 7 support</b> 1 hour response to support cases

### **Priority Based Support**

The Supplier provides support on a "priority" basis. As such, Buyers with the most critical request(s) will be serviced first. The Supplier's Global Support has set up the following guidelines to assess the priority of each service request:

**High Priority:** A critical Buyer issue with no available workaround where the Applications cannot be accessed, or where the Applications are experiencing major system degradation, and any other related factors resulting in the Buyer not being able to process their payroll, such as:

1. Cloud outage
2. Unable to sign-off Time Cards

3. Totals are not accurate
4. Unable to collect punches from terminals
5. Unable to access a critical function within the Applications such as scheduling

**Medium Priority:** A serious Buyer issue which impacts ability to utilize the application effectively such as:

1. Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
2. Data display inaccuracies or inconsistencies across multiple tasks
3. Application performance is inconsistent or fluctuates

**Low Priority:** Non-critical problem generally entailing use and usability issues or "how to" questions such as:

1. How do I set up a holiday pay rule?
2. How do I run a report?

### Response Time

Response time shall mean the number of hours from the time the case priority is set by the Supplier Support Centre until a Supplier technical representative contacts the Buyer to begin service. The Supplier utilizes a priority based support focus. Buyers with the most critical request will be serviced in accordance with the following guidelines:

Success Plans	Essentials		Enhanced
<b>Priority:</b>			
<b>High</b>	2 hours		1 hours
<b>Medium</b>	4 hours		4 hours
<b>Low</b>	8 hours		8 hours

### Critical Outages

The Supplier will provide continuous effort on all high priority events through either bug identification, the development of a workaround, or problem resolution. If this effort goes beyond normal business hours, the case may be passed to the after-hours team. On-going continuous effort may also be dependent on the Buyer's ability to provide a resource to work with the Supplier during this period.

### Technical Escalation

The Supplier's case resolution process is a team based approach structured around specific features within the Application suite and staffed by Supplier Support Engineers covering the full spectrum of skill sets and technical expertise. The teams are empowered to

dynamically apply the appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible.

The teams are also integrated with the Development Engineering and Cloud Operations staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations.

For situations that contain multiple cases, an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

### **Management Escalation**

The Buyer may escalate to the Principal Contact or appointed Customer Success Manager any dissatisfaction with the level of service received with respect to a specific case or service in general.

To contact a Supplier Global Support manager, the contact details to access a manager are:

1. UKG UK Support Centre on 0118 978 8009 (between the hours of 8am to 8pm on weekdays); or
2. UKG global support on +1 800 3944 3578 (for 24 x 7 365 availability),

Further details are provided in the Kronos/UKG Community.

### **Remote Support**

A web-based screen-sharing application that enables the Supplier to support you by empowering our support representatives to remotely view your computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with your users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

### **Kronos/UKG Community**

The Community helps you make the most of your Supplier solution by putting tools and resources at your fingertips in a collaborative, intuitive online space — a space that makes opening a case, accessing.

### **Acceptable Use Policy**

The Buyer is responsible for complying with the AUP (a copy of which is included below).

The Supplier reserves the right to review the Buyer's use of the Service (including Buyer Data), in relation to performance of the Dimensions platform and for AUP compliance and enforcement.

If the Supplier discovers an AUP violation, and the Supplier reasonably determines that the Supplier must take immediate action to prevent further harm, the Supplier may (subject to the paragraph below entitled AUP Violations) suspend Buyer's use of the Service immediately without notice. The Supplier will contact the Buyer when the Supplier suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible.

If the Supplier does not reasonably believe it needs to take immediate action, the Supplier will notify the Buyer of the AUP violation. Even if the Supplier doesn't notify Buyer or suspend the Service, the Buyer remains responsible for any such AUP violation. The Supplier will restore the Service once the AUP violation is cured or as both Parties may agree.

#### **AUP Violations**

If the Supplier discovers an AUP violation that materially threatens the security and availability of the Services:

- if the Supplier does not reasonably believe it needs to take immediate action, the Supplier will notify the Buyer of the AUP violation; or
- if the Supplier reasonably determines that the Supplier must take immediate action to prevent further harm to the Buyer and/or to the Supplier's other customers, the Supplier may (but only if and to the extent required) suspend the Buyer's use of the Services immediately without notice, and in such case the Supplier will contact the Buyer when the Supplier suspends the Services to discuss how the violation may be remedied, so that the Services may be restored as soon as possible; and
- even if the Supplier doesn't notify the Buyer or suspend the Services, the Buyer remains responsible for any AUP violation caused by the Buyer;
- in all cases, the Supplier will restore the Services once the AUP violation is cured or as both Parties may agree.

#### **Third Party Cloud Service Provider Rights**

The Buyer acknowledges and agrees that, if and to the extent the Supplier's third party cloud service provider reasonably believes the Buyer's use of the Service violates the AUP, the third party cloud service provider reserves the right to review the Buyer's use of the Service, which review may (if and to the extent relevant to the suspected violation) include access to and/or review of applicable Buyer Data.

Notwithstanding the foregoing, the Supplier shall:

- require its third party cloud service provider to notify the Supplier of any access to the Service in connection with an AUP violation by the Buyer;
- to the extent reasonably practicable and in accordance with the agreement and security controls agreed in the Supplier's contract with third party cloud provider, monitor any access to the Service by the third party cloud service provider; and
- to the extent any investigation disclosed by its third party cloud service involved access to Buyer Data disclose and provide applicable information regarding that access to the Buyer.

### Copy of Acceptable Use Policy

This Acceptable Use Policy (this “**Policy**”) describes prohibited uses of the Service. The examples described in this Policy are not exhaustive. The Supplier may modify this Policy at any time upon written notice to the Buyer of a revised version. By using the Service, the Buyer agrees to the latest version of this Policy. If the Buyer violates the Policy or authorizes or helps others to do so, the Supplier may suspend use of the Service until the violation is corrected, or terminate the Call-Off Contract for cause in accordance with the terms of the Call-Off Contract.

#### No Illegal, Harmful, or Offensive Use or Content

The Buyer may not use, or encourage, promote, facilitate or instruct others to use, the Service for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

1. **Illegal Activities.** Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.
2. **Harmful or Fraudulent Activities.** Activities that may be harmful to others, the Supplier’s operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.
3. **Infringing Content.** Content that infringes or misappropriates the intellectual property or proprietary rights of others.
4. **Offensive Content.** Content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts.
5. **Harmful Content.** Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

#### No Security Violations

The Buyer may not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”). Prohibited activities include:

1. **Unauthorized Access.** Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. The Buyer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.

2. **Interception.** Monitoring of data or traffic on a System without permission.

3. **Falsification of Origin.** Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

4. **No Use of Robots.** Subject to the paragraph below, the Buyer will not use any tool designed to automatically emulate the actions of a human user (e.g. robots)

The Buyer has disclosed the following usages of robots which the Supplier agrees are permissible provided always that any such usage by Buyer shall not: (i) not affect the performance of the Dimensions platform; or (ii) otherwise violate the terms of this AUP or the Call-Off Contract.

The Buyer uses Robotic Process Automation (RPA) to help process common tasks, and to provide a method of integration with other Buyer systems. This is done in a way to simulate user interactions with time delays, to represent end user thinking time and to also ensure the robotics does not detrimentally impact the performance of the system. The Buyer also uses Robotic technologies in the form of Dynatrace which will logon to the UKG service to validate service availability for Buyer user access and processing, but will not be used for Service Level Agreement calculation or Service Level Agreement validation. Buyer use of RPA will be limited to simulate the actions of one concurrent human user per environment.

#### No Network Abuse

The Buyer may not make network connections to any users, hosts, or networks unless the Buyer has permission to communicate with them. Prohibited activities include:

1. **Monitoring or Crawling.** Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.

2. **Denial of Service (DoS).** Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

3. **Intentional Interference.** Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

4. **Operation of Certain Network Services.** Subject to the paragraph below, the Buyer will not use operating network services like open proxies, open mail relays, or open recursive domain name servers.

The Buyer has disclosed the following usages of network services which the Supplier agrees are permissible provided always that any such usage by the Buyer shall not: (i) not affect the performance of the Dimensions platform; or (ii) otherwise violate the terms of this AUP or the Call-Off Contract.

	<p>The Buyer will use Proxies, Mail Relays and DNS servers as part of the Buyer's operating network design. However, the Buyer will not be using 'open' implementation of these technologies.</p> <p><b>5. Avoiding System Restrictions.</b> Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.</p> <p>No E-Mail or Other Message Abuse</p> <p>The Buyer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. The Buyer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. The Buyer will not collect replies to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.</p> <p>Monitoring and Enforcement</p> <p>The Supplier reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Service. The Supplier may:</p> <ol style="list-style-type: none"> <li>1. investigate violations of this Policy or misuse of the Service; or</li> <li>2. remove, disable access to, or modify any content or resource that violates this Policy.</li> </ol> <p>Subject to the terms of the Call-Off Contract (including confidentiality obligations), the Supplier may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. The Supplier's reporting may include disclosing appropriate customer information. The Supplier also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.</p> <p>Reporting of Violations of this Policy</p> <p>If the Buyer becomes aware of any violation of this Policy, the Buyer will immediately notify the Supplier and provide the Supplier with assistance, as requested, to stop or remedy the violation.</p>
<p><b>Onboarding</b></p>	<p>The onboarding plan for this Call-Off Contract is as specified in the Statement of Work embedded in Schedule 1.</p> <p>The Supplier shall ensure that (unless otherwise agreed by Buyer in writing) all professional services, educational services and consultant staff directly involved in the implementation and delivery of the Service comply with HMG Baseline Personnel Security Standard (BPSS) security checks / Government Staff Vetting Procedures as required for accessing Buyer Data or other services.</p>

<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract shall be as set out in Part B (Terms and Conditions) of the Call-Off Contract including (without limitation) as set out at clause 19 (Consequences of suspension, ending and expiry), clause 21 (Exit plan) and clause 22 (Handover to replacement supplier) except that:</p> <ol style="list-style-type: none"> <li>1. The Buyer will have thirty (30) days after the End or the Expiry Date (whichever is relevant) of the Call-Off Contract to access the Service for purposes of retrieving Buyer Data through tools provided by Supplier that will enable Buyer to so extract Buyer Data. If Buyer requires a longer period of access to the Service after termination to retrieve Buyer Data, such access may be subject to additional Fees to be agreed at rates set out in Schedule 2 (any additional professional services fees would be based on the standard rate card, those services would be scoped and agreed with Buyer at the time of offboarding). Extended access and use of the Services will be subject to the terms of this Call-Off Contract.</li> <li>2. The Supplier will delete Buyer Data after the Buyer's rights to access the Service and retrieve Buyer Data have ended. The Supplier will delete all copies of the Buyer Data in a series of steps and in accordance with Supplier's standard business practices for destruction of Data and system backups.</li> </ol> <p>Final deletion of Buyer Data will be completed when the last backup that contained Buyer Data is overwritten, as further described below, and the Supplier shall (following written request from Buyer) provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law.</p> <ol style="list-style-type: none"> <li>3. 'Final deletion': <ul style="list-style-type: none"> <li>- as provided above, the Buyer may retrieve Buyer Data from the Service up to thirty (30) days from the applicable contract End date or the Expiry Date;</li> <li>- after such time, Supplier shall commence the process of deleting Buyer data from the platform, which may take up to an additional 60 days (and during which time: (i) Supplier shall not otherwise access or use the Buyer Data; and (ii) Buyer Data is not made available to Buyer to retrieve from the Service).</li> </ul> </li> </ol>
<b>Collaboration agreement</b>	Not used
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability 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>



<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Force majeure</b>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive days.</p>
<b>Audit</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits:</p> <ul style="list-style-type: none"> <li>• Audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.</li> </ul>
<b>Buyer's responsibilities</b>	<p>The responsibilities of the Buyer are as specified in the Statement of Work embedded in Schedule 1.</p>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes local PC and mobile access, for each applicable employee.</p> <p>Reason: to access and use the Service.</p>

## Supplier's information

<b>Subcontractors or partners</b>	<p>Not applicable – the Supplier is not using any Subcontractors or Partners in the delivery of the Services.</p> <p>For the avoidance of doubt, the Parties agree that the Sub-processors engaged by Supplier in accordance with this Order Form do not comprise “Subcontractors” or “Partners” for the purposes of this Call-Off Contract.</p>
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## Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS transfer.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is annual in advance for SaaS Services and Enhanced Customer Success Plan, and monthly in arrears for Professional Services based on delivery of project outcomes in Statement of Work embedded in Schedule 1.
<b>Invoice details</b>	The Supplier will issue electronic invoices annual in advance for SaaS Services and Enhanced Customer Success Plan, and monthly in arrears for Professional Services based on delivery of project outcomes in Statement of Work embedded in Schedule 1. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
<b>Who and where to send invoices to</b>	<p>Electronic invoices in PDF format are to be sent to:</p> <p>DWP/SSCL invoices PO Box 406 Newport NP10 8FZ</p> <p>[REDACTED]</p>
<b>Invoice information required</b>	<p>Electronic invoices must be in pdf format, on the Supplier's letterhead, and must include as a minimum:</p> <ul style="list-style-type: none"> <li>• Call-Off Contract reference and Purchase order number (provided together in a single field of maximum length 50 characters)</li> <li>• Total value of invoice in £ (excluding VAT)</li> <li>• Service line item description in accordance with Schedule 2</li> </ul>

	<p>For Professional Services, the invoice must also include:</p> <ul style="list-style-type: none"> <li>• Applicable Consultant role(s) and chargeable rate(s) in accordance with Schedule 2</li> <li>• Applicable chargeable hours worked, based on an 8 hour standard working day pro-rata with standard G-Cloud professional services rate card i.e. 8 hours is equivalent to 1 full day of G-Cloud professional services, 6 hours equivalent to 0.75, 4 hours equivalent to 0.5 and 2 hours equivalent to 0.25)</li> <li>• Any expenses incurred (including copies of receipts)</li> <li>• Description of outcomes delivered and services provided</li> <li>• Dates of outcomes delivered and services provided if applicable</li> </ul> <p>In accordance with the embedded Statement of Work, the Supplier's Project Manager and Buyer's principal contact will review and approve all professional services delivered in the month prior to submission of the relevant invoice to the Buyer's Invoice Address.</p>
<b>Invoice frequency</b>	<p>The Supplier will issue electronic invoices annual in advance for SaaS Services and Enhanced Customer Success Plan, and monthly in arrears for Professional Services based on delivery of project outcomes in Statement of Work. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p>
<b>Call-Off value</b> <b>Contract</b>	<p>The expected initial value of this Call-Off Contract will be <b>£700,196.00</b> (excluding VAT).</p> <p>However, the Buyer reserves the right to uplift this Call-Off Contract to £994,101.92 (excluding VAT) without Variation through the purchase of additional licences and/or agreed work packages for training, education, configuration or professional services.</p>
<b>Call-Off charges</b> <b>Contract</b>	<p>Specified in Schedule 2: Call-Off Contract charges.</p>

## Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>As specified in Schedule 1 (Services) and Schedule 2 (Call-Off Contract charges) and the applicable Statement of Work.</p> <p>The Parties agree in relation to the provision of the Services:</p> <ol style="list-style-type: none"><li>1. Supplier does not create any specific development and/or intellectual property for its buyers (including Buyer) and accordingly any product development or any other Project Specific IPRs created by Supplier will be owned by Supplier, will benefit all of its buyers and will not be open-sourced;</li><li>2. In accordance with clause 6 of the Call-Off Contract, the Supplier's business continuity and disaster recovery commitments in connection with the Service are as described below:<div><p><b>Workforce Dimensions</b></p><p>Solution Definition</p><p>Tenants included</p><p>One standard production tenant</p><p>One partial copy non-production tenant limited to 18 months of data</p><p>Additional tenants</p><p>Additional partial copy tenants available for purchase on an annual basis</p><p>Disaster recovery</p><p>Recovery time objective: 24 hours</p><p>Recovery point objective: 4 hours</p></div></li><li>3. notwithstanding section 7.10 of the Call Off Contract, Supplier may suspend the Service if the circumstances below apply;<div><p>The Supplier may suspend the Service if and to the extent necessary to do so in connection with a failure by Buyer to adhere to the Acceptable Use Policy in the Service Level Agreement.</p></div></li><li>4. notwithstanding inter alia section 8.87 of the Framework Agreement and section 7 of Schedule 4 (Processing Data) of the Framework Agreement, the Supplier shall notify the Buyer immediately (where practicable), and in any event within 24 hours of, confirmation or imminent likelihood of a data security breach that affects Buyer data and will take all necessary steps to recover applicable information.</li></ol>
<b>Guarantee</b>	Not used

<b>Warranties, representations</b>	In accordance with clause 2.1 of the Call-Off Contract, the Supplier provides the warranties and representations set out in clause 4.1 of the Framework Agreement.
<b>Supplemental requirements in addition to the Call-Off terms</b>	Not applicable
<b>Alternative clauses</b>	Not applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>Within the scope of the Call-Off Contract, the Supplier will comply with the Buyer's Additional Terms below:</p> <p><b><u>Additional Buyer terms: Buyer Specific Amendments to / Refinements of the Call-Off Contract Terms</u></b></p> <p>1. Buyer Data</p> <p>1.1 Except as otherwise set out in this Call-Off Contract, the Supplier and any of its Sub-contractors, shall not access, process, host or transfer Buyer Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to Landed Resources.</p> <p>1.1.1 As agreed between the Parties, the Supplier shall only persistently store Buyer Data in the Google Cloud Platform in the [REDACTED] as primary, and [REDACTED], as secondary. Where the Buyer or Supplier requires that the Supplier shall no longer store Buyer Data in the Google Cloud Platform in [REDACTED] as primary, and [REDACTED], as secondary, and the Supplier has notified the Buyer in writing, the Buyer may as its sole remedy elect to End this Call-Off Contract for convenience in accordance with clause 18.1 of this Call-Off Contract.</p> <p>1.2 Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom (in accordance with paragraph 1.1 above):</p> <p>1.2.1 the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data; and</p> <p>1.2.2 the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.</p> <p>In this paragraph 1 (Buyer Data) the following expression means:</p>

**“Landed Resources”** means when the Supplier or its Sub-contractor causes foreign nationals to be brought to the United Kingdom to provide the Services.

## 2. Data Processing, Sub-processors, Restricted Transfers

2.1 The Parties agree the following in relation to processing and sub-processors used by Supplier pursuant to this Order:

2.1.1 In accordance with Clause 12.3 of the Call-Off Contract, 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.

2.1.2 The Buyer will only provide written consent for the Supplier to transfer Buyer Personal Data to any other person including to any Subcontractor or Sub-processor outside of the UK (a Restricted Transfer) when the Buyer has completed the Buyer’s Data Protection Impact Assessment to its satisfaction, and has subsequently confirmed in writing that the Buyer is satisfied there is a clear basis for sharing Buyer Personal Data.

Accordingly, Buyer agrees that it shall not make any Buyer Personal Data accessible to Supplier, and/or use, or permit to be used, any Buyer Personal Data in the Service, until the confirmation referred to in this section 2.1.2 has been provided to Supplier.

2.1.3 Subject to satisfying the criteria and meeting the conditions in 2.1.1 and 2.1.2 above, the Buyer will only provide written consent for the Supplier’s use of the Sub-processors permitted below and for Restricted Transfers to the extent necessary for the purposes of providing the Services in this Call-Off Contract:

- Google Cloud Platform (GCP) with operational headquarters at Google Inc., 1600 Amphitheatre Pky, Mountain View, California 94043, USA

UKG subsidiaries delivering support services

- Kronos Incorporated, 900 Chelmsford Street, Lowell, MA 01851, USA
- Kronos Solutions India Private Limited  
B-5, 4th Floor, Tower 4, Okaya Towers, Sector 62, Noida 201301

2.1.4 For the avoidance of doubt:

- subject to satisfying the criteria and meeting the conditions in 2.1.1 and 2.1.2 above, the Supplier remains responsible for the performance of its Sub-processors’ data protection obligations.
- if the Supplier elects to change one of its Sub-processors in paragraph 2.1.3 and/or use a new Sub-processor, this shall be in accordance with the terms of this Call-Off Contract including complying with paragraph 12 (Sub-processors) of Schedule 4 (Processing Data) of the Framework Agreement.

- if the Buyer is unable to consent to any other Sub-Processor proposed by the Supplier, then the Buyer may as its sole remedy elect to End this Call-Off Contract for convenience in accordance with clause 18.1 of this Call-Off Contract.

- for the purposes of this Order Form, the following Sub-processors are not used or applicable:

- SendGrid
- Dell Boomi
- Twilio
- ThinkTime
- PlanSource

2.1.5 In the event that the Buyer is not satisfied there is a clear basis for sharing Buyer Personal Data with the Supplier and/or the Buyer does not provide written consent based on the Buyer's Data Protection Impact Assessment, the Buyer may elect to terminate the contract for convenience in accordance with Clause 18.1 of the Call-Off Contract.

2.1.6 To support the Buyer's Data Protection Impact Assessment, the Supplier will complete and then share with the Buyer a risk assessment on all of its Subcontractors and Sub-processors which is consistent with the requirements of Schrems II. This risk assessment will ensure that the applicable locations/countries where any Buyer Personal Data may be transferred to – subject to written consent being provided by the Buyer – will provide adequate levels of data protection and privacy commitments.

## **SCHEDULE 8 – BUYER'S SECURITY REQUIREMENTS LEVEL 1 AND 2**

### **GENERAL**

The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, comply with the Buyer's security requirements as set out in the Call-Off Contract which include the requirements set out in this Schedule 8 to the Call-Off Contract (the "Buyer's Security Requirements"). The Buyer's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Buyer Assets, the Buyer's Systems Environment and the Supplier's Systems Environment.

Expressions used in this Schedule 8 which are not defined below shall have the meanings given to them in Schedule 6 (Glossary and Interpretations).

	<p><b>1. DEFINITIONS</b></p> <p>1.1 In this Schedule 8, the following expressions mean:</p> <p>“Availability Test” shall mean the activities performed by the Supplier to confirm the availability of any or all components of any relevant ICT system as specified by the Buyer.</p> <p>“Breach of Security” shall mean the occurrence of:</p> <ul style="list-style-type: none"> <li>(i) any unauthorised access to or use of Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof);</li> <li>(ii) the loss and/or unauthorised disclosure of any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof);</li> <li>(iii) any unauthorised event resulting in loss of availability of any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and Supplier’s Systems Environment (or any part thereof);</li> <li>(iv) any unauthorised changes or modification to any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof).</li> </ul> <p>“Buyer Assets” shall mean Buyer Data.</p> <p>“Buyer Devices” shall mean any asset that provides an ICT function and is used by the Buyer to conduct its business and operations.</p> <p>“Buyer Personnel” shall mean all persons employed by the Buyer including directors, officers, employees together with the Buyer’s servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Sub-contractor or Sub-processor (as applicable).</p> <p>“Buyer’s Systems Environment” shall mean all of the Buyer’s ICT systems which are or may be used for the provision of the Services.</p> <p>“CHECK” shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.</p> <p>“Cloud” shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.</p> <p>“Cyber Essentials Plus” shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.</p>
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	<p>“Cyber Security Information Sharing Partnership” or “CiSP” shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.</p> <p>“Good Security Practice” shall mean:</p> <ul style="list-style-type: none"> <li>a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);</li> <li>b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; or</li> <li>c) the Government’s security policies, frameworks, standards and guidelines relating to Information Security.</li> </ul> <p>“Information Security” shall mean: (a) the protection and preservation of: (i) the confidentiality, integrity and availability of any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof); related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and (ii) compliance with all Law applicable to the processing, transmission, storage and disposal of Buyer Assets.</p> <p>“Information Security Manager” shall mean the person appointed by the Supplier with the appropriate experience, authority and expertise to ensure that the Supplier complies with the Buyer’s Security Requirements.</p> <p>“Information Security Management System (“ISMS”)” shall mean the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage applicable Information Security Risk as certified by ISO/IEC 27001.</p> <p>“Information Security Questionnaire” shall mean the Buyer’s set of questions used to audit and on an ongoing basis assure the Supplier’s compliance with the Buyer’s Security Requirements, provided however, in the event there are no material changes to the Supplier’s environment, the Buyer may rely on a previously completed questionnaire or the Supplier shall provide a Cloud Security Alliance questionnaire or a Standard Information Gathering Questionnaire (SIG).</p>
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	<p>“Information Security Risk” shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.</p> <p>ISAE 3402 shall mean the International Standard on Assurance Engagements No. 3402 (ISAE) as most recently published by the International Auditing and Assurance Standards Board or its successor entity (“IAASB”) or the relevant successor or replacement standard which is formally recommended by the IAASB.</p> <p>“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301 shall mean: (a) ISO/IEC 27001; (b) ISO/IEC 27002/IEC; and (c) ISO 22301, in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.</p> <p>“NCSC” shall mean the National Cyber Security Centre or its successor entity (where applicable).</p> <p>“Penetration Test” shall mean a simulated attack on any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).</p> <p>“Risk Profile” shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.</p> <p>“Security Policies” shall mean the Buyer’s Security Policies published by the Buyer from time to time and shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A to this Schedule 8.</p> <p>“Security Policies and Standards” shall mean the Security Policies and the Security Standards.</p> <p>“Security Standards” shall mean the Buyer’s Security Standards published by the Buyer from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B to this Schedule 8.</p> <p>“Security Test” shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.</p> <p>“SSAE 16” shall mean the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity (“AICPA”) or the relevant successor or replacement standard which is formally recommended by the AICPA.</p> <p>“Supplier’s Systems Environment” shall mean any ICT systems provided by the Supplier (and Sub-contractor or Sub-</p>
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processor) which are or may be used for the provision of the Services.

“Tigerscheme” shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.

“Vulnerability Scan” shall mean an ongoing activity to identify any potential vulnerability in any Buyer Assets, the Buyer’s Systems Environment (or any part thereof) or the Supplier’s Systems Environment (or any part thereof).

1.2 Reference to any notice to be provided by the Supplier to the Buyer shall be construed as a notice to be provided by the Supplier to the Buyer Representative.

## **2. PRINCIPLES OF SECURITY**

2.1 The Supplier shall at all times comply with the Buyer’s Security Requirements applicable to Supplier and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law. To demonstrate compliance with the Buyer’s Security Requirements, Supplier shall deliver, within three (3) business days after Buyer’s request, an annual SOC 1 and SOC 2 report, ISO 27001, ISO 27017, and ISO 27018 Certificates, and Supplier’s Standard Information Gathering Questionnaire (SIG). In the event Buyer notifies Supplier that Supplier is not in compliance with Buyer’s Security Requirements, either: (i) the Buyer may as its sole remedy elect to terminate the contract for convenience in accordance with section 18.1 of the Call-Off Contract; or (ii) the Parties may mutually agree to remedy the non-compliance in a commercially reasonable time.

## **3. ISO/IEC 27001 COMPLIANCE, CERTIFICATION AND AUDIT**

3.1 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, obtain and maintain certification to ISO/IEC 27001 (the “ISO Certificate”) in relation to the Services during the Call-Off Contract Term. The ISO Certificate shall be provided by the Supplier to the Buyer on the dates as agreed by the Parties.

3.2 The Supplier shall appoint: (a) an Information Security Manager; and (b) a deputy Information Security Manager who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time.

The Supplier shall notify the Buyer of the identity of the Information Security Manager on the Start Date of this Agreement, and, where applicable, upon request, within 5 Working Days following any change in the identity of the Information Security Manager.

3.3 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Call-Off Contract Term and that the Information Security Management System

	<p>meets the Security Policies and Standards, Good Security Practice and Law and includes:</p> <ul style="list-style-type: none"> <li>a) a scope statement (which covers all of the Services provided under this Call-Off Contract);</li> <li>b) a risk assessment (which shall include any risks specific to the Services);</li> <li>c) a statement of applicability;</li> <li>d) a risk treatment plan; and</li> <li>e) an incident management plan</li> </ul> <p>in each case as specified by ISO/IEC 27001.</p> <p>The Supplier shall provide the Information Security Management System to the Buyer upon request within 10 Working Days from such request. When requested to provide the Information Management System to Buyer, Supplier shall provide, within three (3) business days, Supplier's ISO 27001, 27017, and 27018 certificates as evidence of the Information Management System.</p> <p>3.4 The Supplier shall notify the Buyer of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Buyer or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the Call-Off Contract Term after the first date on which the Supplier was required to provide the ISO Certificate in accordance with paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Buyer to exercise its rights under clause 18.5 of the Call-Off Contract .</p> <p>3.5 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Buyer. In regards to Security Tests requested in this Section 3.5, Supplier shall provide a SOC 1 and SOC 2 report, as well as a Standard Information Gathering (SIG) questionnaire. Nothing contained herein shall obligate Supplier to provide confidential or proprietary information that could reasonably cause Supplier to violate its obligations of confidentiality to its other third parties.</p> <p>3.6 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.5, the Buyer may, in its absolute discretion, notify the Supplier that it is not in compliance with the Buyer's Security Requirements and provide details of such non-compliance. The Supplier shall, at its own expense, undertake those actions required in order to comply with the Buyer's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, in relation to any failure to comply with the Buyer's</p>
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Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) the Buyer's sole remedy shall be to end the Call-Off Contract in accordance with section 18.1 of the Call-Off Contract.

#### **4. CYBER ESSENTIALS PLUS SCHEME**

4.1 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during Call-Off Contract Term. The Cyber Essentials Plus Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.

4.2 The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the Call-Off Contract Term after the first date on which the Supplier was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Buyer to exercise its rights under clause 18.5 of the Call-Off Contract.

4.3 Nothing contained in this Section 4 shall obligate the Supplier to obtain a Cyber Essential Plus Certificate, so long as the Supplier is able to provide, upon request, an ISO 27001, ISO 27017, or ISO 27018 certificate and a SOC 1 and SOC 2 report.

#### **5. RISK MANAGEMENT**

5.1 The Supplier shall operate and maintain policies and processes for risk management (the Risk Management Policy) during the Call-Off Contract Term which includes standards and processes for the assessment of any potential risks in relation to the Services and processes (the Risk Assessment). The Supplier shall provide the Risk Management Policy or Supplier's SOC 2 report to the Buyer upon request within 10 Working Days of such request. The Buyer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Buyer's Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one calendar month of such request or on a date as agreed by the Parties.

5.2 The Supplier shall carry out a Risk Assessment (i) at least annually and in accordance with Supplier's Risk Assessment methodology documented in Supplier's SOC 2 report, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Buyer. The Supplier shall provide the SOC 2 report of the Risk Assessment to the Buyer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. Upon request, the

Supplier shall notify the Buyer by way of providing a quarterly bridge letter if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

5.3 If the Buyer decides, at its absolute discretion, that any Risk Assessment does not meet the Buyer's Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

5.4 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.

5.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5 In relation to any failure by the Supplier to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), the Buyer's sole remedy shall be to end the Call-Off Contract in accordance with section 18.1 of the Call-Off Contract.

## **6. SECURITY AUDIT AND ASSURANCE**

6.1 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.

6.2 The Supplier shall conduct Penetration Tests to assess the Information Security of the Supplier's Systems Environment as provided under section 6.6. In relation to such Penetration Tests, the Supplier shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CREST (International) or Tigerscheme or has the necessary skills to conduct such as test and. Such Penetration Test shall be carried out (i) at least annually. The content, and format of any report of such Penetration Tests shall include the scope and high level methodology, tools and any executive findings as per the details in this section 6. The Supplier shall provide the latest report of such Penetration Tests within one calendar month, upon written request, following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified in this section 6.

6.3 The Buyer, or an agent appointed by it, may receive an executive summary of Supplier's annual penetration test in respect of the Supplier's Systems Environment upon request. If any Security Test identifies any critical or high findings, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified critical or high findings. The Supplier will assess security vulnerabilities using the CVSSv3 scoring system, or comparable standard, taking into account all components of the Application and its

infrastructure. For critical security vulnerabilities affecting Buyer Data, the Supplier will a) remediate critical security issues within 30 days and b) all other security issues will be dispositioned in a reasonable timeframe.

6.4 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, engage an independent auditor registered with the AICPA or, as the case may be, the IAASB (such auditors, the "SOC Auditors") to conduct a service organisation control ("SOC") 1 Type 2 audit ("SOC1T2") and a SOC2 Type 2 audit ("SOC2T2") in accordance with the SSAE 16 and/or ISAE 3402.

6.5 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, maintain at least annual renewals of SOC1T2 and SOC2T2 in accordance with SSAE 16 and/or ISAE 3402 during the Call-Off Contract Term and provide the Buyer with a copy of the applicable SOC1T2 report and SOC2T2 report on the dates as agreed by the Parties.

6.6 The Supplier shall provide a SOC 2 audit against the trust criteria for Security, Confidentiality, and Availability (the "TSC") in respect of security, confidentiality, availability (each as defined by the TSC published by the AICPA or, as the case may be, the IAASB). The Supplier shall provide the SOC1T2 report and SOC2T2 report to the Buyer within 10 Working Days after receipt from its SOC Auditors or upon request.

6.7 In addition to the provisions set out in this section 6, the Supplier shall provide a bridge letter in relation to SOC1T2 and SOC2T2 on a quarterly basis at the reasonable request of the Buyer.

6.8 The Buyer shall schedule regular security governance review meetings which the Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, attend.

## **7. SECURITY POLICIES AND STANDARDS**

7.1 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, comply with the Security Policies and Standards set out in this Schedule 8 at Annex A and B. Supplier has shared a comprehensive due diligence package containing a SOC 1, SOC 2, ISO 27001, ISO 27017, and ISO 27018 certificates (Supplier's Policies) and these are all available upon request. During the Term of this Call off Contract, in the event the Buyer determines that Supplier is not in material compliance with the Security Policies and Standards set forth in this Schedule 8 at Annex A and B, the Parties shall (i) notify the other party in writing informing the other party that there is material non-compliance with the Security Policies and Standards (ii) the Parties may then work to remedy the area of non-compliance or (iii) the Buyer may as its sole remedy elect to terminate the contract for convenience in accordance with section 18.1 of the Call-Off Contract.

7.2 Notwithstanding the foregoing, the Buyer's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Variation, any change in the Buyer's Security

Requirements resulting from such Variation (if any) shall be agreed by the Parties in accordance with clause 32 of the Call-Off Contract (Variation Process).

7.3 The Supplier shall, and shall procure that any Sub-contractor or Sub-processor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

#### **ANNEX A – BUYER SECURITY POLICIES AND STANDARDS**

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018 (published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

#### **ANNEX B – SECURITY STANDARDS**

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- SS-002 - PKI & Key Management



	<p>c) SS-003 - Software Development</p> <p>d) SS-005 - Database Management System Security Standard</p> <p>e) SS-006 - Security Boundaries</p> <p>f) SS-007 - Use of Cryptography</p> <p>g) SS-008 - Server Operating System</p> <p>h) SS-009 - Hypervisor</p> <p>i) SS-010 - Desktop Operating System</p> <p>j) SS-011 - Containerisation</p> <p>k) SS-012 - Protective Monitoring Standard for External Use</p> <p>l) SS-013 - Firewall Security</p> <p>m) SS-014 - Security Incident Management</p> <p>n) SS-015 - Malware Protection</p> <p>o) SS-016 - Remote Access</p> <p>p) SS-017 - Mobile Devices</p> <p>q) SS-018 - Network Security Design</p> <p>r) SS-019 - Wireless Network</p> <p>s) SS-022 - Voice &amp; Video Communications</p> <p>t) SS-023 - Cloud Computing</p> <p>v) SS-025 - Virtualisation</p> <p>w) SS-027 - Application Security Testing</p> <p>x) SS-028 - Microservices Architecture</p> <p>y) SS-029 - Securely Serving Web Content</p> <p>z) SS-030 - Oracle Database</p> <p>aa) SS-031 - Domain Management</p> <p>bb) SS-033 - Patching</p>
<b>Public Services Network (PSN)</b>	<p>The Public Services Network (PSN) is the government's secure network.</p> <p>If the G-Cloud Services are to be delivered over PSN this should be detailed here:</p> <ul style="list-style-type: none"> <li>• Not applicable</li> </ul>
<b>Personal Data and Data Subjects</b>	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used:</p> <ul style="list-style-type: none"> <li>• Annex 1 of Schedule 7 is being used</li> <li>• Annex 2 of Schedule 7 is not applicable</li> </ul>

## 1. Formation of contract

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

## 2. Background to the agreement

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

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	[REDACTED]	
<b>Title</b>	VP Group Sales – International	
<b>Signature</b>		
<b>Date</b>	22/06/2021	22/06/2021

## Schedule 1: Services

The following Services are provided under this Call-Off Contract:

### **Service (Workforce Dimensions)**

- SaaS (Workforce Dimensions) Public Sector bundle providing 12-month subscription licences for 1,000 employees for the MyPlanner Operational Trial, consisting of the following standard modules including 2 production environments as standard:
  - Timekeeping (Hourly)
  - Absence (including Accruals)
  - Advanced Scheduling
  - Analytics
- Advanced Scheduling will be upgraded to Optimised Scheduling & Forecasting at no additional charge for the purpose of the Operational Trial. These modules are required based on the Supplier's G-Cloud clarification response and further functionality workshop reviews with the Buyer, and the Buyer's Statement of Work. Optimised Scheduling & Forecasting is a standard module available under the Scheduler service description on the G-Cloud marketplace.
- 3 additional non-production environments (providing a total of 5 environments) for the purposes of the Operational Trial.
- The Operational Trial will commence on Release Version 7 of Workforce Dimensions with the Release Version 8 schedule to be made available from July 2021 for Buyer review.
- By written confirmation and supported by a valid invoice, the Buyer may purchase an additional 4,000 12-month subscription licences (up to a maximum of 5,000 employees in total) and including (i) the Workforce Dimensions services above and (ii) Enhanced Customer Success.

### **Enhanced Customer Success Plan**

- Enhanced Customer Success Plan will be provided, as further described below.

### **Professional Services, Educational Services, KnowledgeMap**

- Professional Services will be delivered in accordance with the embedded Statement of Work
- Educational Services will be delivered in accordance with the embedded Statement of Work
- All users have access to KnowledgeMap:
  - Self-paced tutorials
  - How-to simulations
  - Job aids

## KnowledgeMap Live and User Adoption Resource Centre

- 25 passes for KnowledgeMap Live and User Adoption Resource Centre will be made available initially covering:
  - Self-paced tutorials
  - How-to simulations
  - Job aids
  - Webinars
  - Instructor-led-courses
  - Sandboxes
  - Reporting
  - Change management tools
  - User training tools
  - User Adoption Consulting
- Additional subscription passes can be provided – these will be at no extra cost and the Supplier's Education team will review these to ensure the correct learning paths are created for the appropriate users.

The above Services shall be delivered in accordance with:

- this Order Form (including the agreed embedded Statement of Work dated Friday 28<sup>th</sup> of May 2021 in Schedule 1 forming part of this Order Form);



- the clauses of this Call-Off Contract (excluding Supplier Terms);
- the Supplier's Terms;
- any other document referred to in the Call-Off Contract clauses
- the information provided by Supplier in the attached Information Security Questionnaire response, in relation to which the Supplier represents that the information provided was accurate for the purpose for which it was supplied as at the date of submission to Buyer in the clarification response dated Wednesday 16<sup>th</sup> of December 2020.

**[REDACTED]**

In the event of ambiguity between the documents listed above, the documents shall prevail in the order listed above (with the first/higher item(s) taking precedence over lower ones).

If the Buyer consider that the Services do not meet their requirements (including any new requirements) at any time, and Supplier cannot reasonably accommodate the Buyer's requests or needs in relation to such requirements, provided that the Supplier is not otherwise in breach of its obligations under this Call-Off Contract, the Buyer's sole remedy shall be to end the Call-Off Contract in accordance with section 18.1 of the Call-Off Contract.

Only 'official' level Buyer information shall be used in the Service and/or accessible to the Supplier. To the extent that any other level of information is required to be used by the Buyer, the parties shall discuss applicable requirements in good faith.

Buyer agrees that there is a presumption that non-public information relating to the Supplier and the Service (whether during or following the G-Cloud procurement process) represent "Commercially Sensitive Information" of the Supplier including (in particular):

- indicative Dimensions product roadmap information (to the extent such information is not available on the marketplace for G-Cloud)
- Dimensions product architecture, technical overview and other technical information relating to the Service (to the extent such information is not available on the marketplace for G-Cloud)

For the avoidance of doubt, Supplier may improve the overall security and quality measures applicable to the Service offered provided that the Service shall not be materially degraded by such changes.

## Enhanced Customer Success Plan

The Enhanced Success Plan is focused on helping you uncover the full value of your solution by teaming you with expert-level resources. You'll experience rapid results from reliable partnerships with key Supplier resources who will help you take optimisation to the next level and establish an outcome-driven, long-term plan for realising the success you expect.

Features	Description
<b>Support Services</b>	
Local Time Zone Support	24-hour x 7-day support, 1-hour response time
24x7 Mission-Critical Support	Immediate and ongoing support for a critical issue with no available workaround, when the system or a module may be down, major system degradation or data corruption is experienced, or other related factors are present
Integration/API Support	Enhance and update existing integrations and API customisations
<b>Success Services</b>	
Kronos/UKG Community	Always-on access to rich content, how-to articles, discussion boards, and a direct connection to other Supplier customers in your industry
Supplier Onboarding Experience	Step-by-step guidance from the beginning of your Supplier journey to help you reach your business goals and know what to expect along the way
Kronos/UKG KnowledgeMap™	Industry-leading online education portal providing anytime, anywhere access to your learning resources

## Success Management

Customer Success Manager	A dedicated industry expert helps you realize business value from your software investments by aligning the Supplier with your company's roadmaps, conducting executive business reviews, and acting as your trusted advocate
New Feature Review and Activation	Periodic product release review and new feature recommendations based on your business goals, and assistance activating them in your Supplier environment
Configuration Review	Optimise use of your Supplier solution based on your usage patterns
Industry Best-Practices Review	Review solution configuration and use of your Supplier solution against industry peers, and provide best-practice recommendations to drive additional value

## Schedule 2: Call-Off Contract charges

In connection with this Order Form, and the products and services to be delivered under it (in accordance with the terms of this Call-Off Contract) the Parties acknowledge that the Supplier's internal reference is Q-73889.

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

The expected initial value of this Call-Off Contract will be **£700,196.00** (excluding VAT) based on the G-Cloud service line items below:

£54,480.00 excluding VAT to be paid annual in advance for SaaS Services in Schedule 1

£12,500.00 excluding VAT to be paid annual in advance for Enhanced Customer Success Plan in Schedule 1

Up to £633,216.00 to be paid monthly in arrears for Professional Services based on delivery of project outcomes in Statement of Work in Schedule 1.

Applications or Service	£ excluding VAT
<b>WFD Public Sector SaaS Bundle</b> 1,000 Kronos Workforce Dimensions Hourly Timekeeping, Absence (including Accruals), Advanced Scheduling, Analytics @ £4.00 Per Employee Per Month. Invoiced annual in advance with minimum 12-month term	£4,000 per month
3 x Non-Production Environments @ £0.18 each for 1,000 employees Invoiced annual in advance with minimum 12-month term	£540 per month
1,000 Kronos Workforce Dimensions Optimised Scheduling & Forecasting upgrade @ £0.00 Per Employee Per Month	£0 per month
Professional Services as per SOW Invoiced monthly in arrears based on delivery of project outcomes	£515,088
Educational Services as per SOW Invoiced monthly in arrears based on delivery of project outcomes	£77,280
Optional additional Professional Services or Educational Services, plus any approved expenses (to be confirmed)	£40,848
Enhanced Customer Success Plan 1,000 ee Invoiced annual in advance	£12,500 per annum
25 Knowledge Map Live subscription licences	Included in SaaS bundle PEPM

The Parties acknowledge and agree that Supplier's annual in advance SaaS Services pricing reflects that Buyer shall not be entitled to a refund of any unused portion of the Service following a termination for convenience by Buyer, suspension by the Supplier, or termination by Supplier pursuant to clause 18.6. Accordingly, no refund of pre-paid SaaS Service fees and/or Enhanced Customer Success shall be due to Buyer in the event of a termination for convenience by Buyer, suspension by the Supplier, or termination by Supplier pursuant to clause 18.6.

Notwithstanding clauses 18.2.2 and 18.3 of the Call-Off Contract, the Parties further acknowledge and agree that in the event of termination for convenience by the Buyer in accordance with clause 18.1 of the Call-Off Contract:

- pre-paid SaaS Service and Enhanced Customer Success fees are non-refundable (as described above); and
- the Buyer will only be liable to pay for outstanding professional service fees for invoices already submitted and/or professional services work completed but yet to be invoiced prior to the date of the termination notice. The Buyer will not be liable to pay for undelivered professional service fees against the Purchase order and/or this Order Form that have yet to be completed.

By written confirmation and supported by a valid invoice, the Buyer may purchase an additional 4,000 12-month subscription licences (up to a maximum of 5,000 employees in total) and including the Workforce Dimensions services and Enhanced Customer Success in Schedules 1 and 2.

The Buyer also reserves the right to purchase additional training, education, configuration or professional services through agreed work packages with deliverable outcomes, and supported by a valid invoice. This will be up to a maximum amount of £994,101.92 (excluding VAT) without Variation.

Optional Applications or Service	£
<b>Option to add capacity in 12-month Initial Term</b> 4,000 Kronos Workforce Dimensions Hourly Timekeeping, Absence (incl. Accruals), Advanced Scheduling, Analytics These licenses would co-term with the initial 1,000 license purchase, but require a 12 month PO coverage	£16,000 per month
3 x Non Production Environments @ £0.18 each for 4,000 employees These licenses would co-term with the initial 1,000 license purchase, but require a 12 month PO coverage	£2,160 per month
Kronos Workforce Dimensions Optimised Scheduling & Forecasting upgrade @ £0.00 Per Employee Per Month	£0 per month
Enhanced Customer Success Plan 4,000 ee Invoiced annual in advance	£12,500 per annum
Optional additional Professional Services or Educational Services, plus any approved expenses (to be confirmed); and/or any related indexation charges against the subscription SaaS services.	£63,485.92



## Professional services rate card

Standard G-Cloud professional services rate card

	Strategy & architecture	Business change	Solution development & implementation	Service management	Procurement & management support	Client interface
1. Follow	£1104	£1104	£1104	£1104	£1104	£1104
2. Assist	£1104	£1104	£1104	£1104	£1104	£1104
3. Apply	£1104	£1104	£1104	£1104	£1104	£1104
4. Enable	£1256	£1104	£1104	£1104	£1256	£1104
5. Ensure or advise	£1256	£1104 Education Consultant	£1104 Solution Consultant Integration Consultant Analytics Consultant	£1104 Project Manager	£1256	£1104 Project Manager
6. Initiate or influence	£1256 Solution Architect	£1256	£1256	£1256	£1256	£1256
7. Set strategy or inspire	£1256	£1256	£1256	£1256	£1256	£1256

Standards for professional services day rate cards

- **Consultant's working day:** 8 hours exclusive of travel and lunch
- **Working week:** Monday to Friday excluding national holidays
- **Working hours:** 8:30am to 5:30pm Monday to Friday
- **Travel, mileage subsistence:** Included in day rate within M25. Payable at department's standard travel and subsistence rates outside M25
- **Mileage:** As for travel, mileage subsistence
- **Professional indemnity insurance:** included in day rate

**Terms applicable to the Call-Off Contract Charges** (adapted from the published “Workforce Dimensions Pricing Document for G-Cloud 12 Framework Agreement”):

1. The Workforce Dimensions bundle price above includes the following modules: Time & Attendance, Accruals, Advanced Scheduling and Analytics.
2. Individual Module pricing available on request.
3. Workforce Dimensions is licensed under a SaaS model, whereby Buyers pay a PEPM for a fixed number of employees and modules.
4. Supplier will bill Buyers for this fixed amount based on the PEPM throughout the Call-Off Contract term.
5. Additional capacity can be signed on an incremental order form, thereby establishing an increased fixed amount for billing until the end of the Call Off Contract term.
6. At the expiration of the initial Call-Off Contract term stated in the applicable Order Form, and at the expiration of each extension period to that term, Supplier may increase the PEPM Fees by no more than four percent (4%) over the previous year’s PEPM Fees for the same Applications and the same licensed quantity.
7. Annual in advance billing for SaaS services and Enhanced Customer Success Plan.
8. The Service includes two tenants - Production and Non-Production as standard.
9. The Service includes the Enhanced Customer Success Plan service. The Enhanced Customer Success Plan option is available as part of the Service at annual charge of £12,500.
10. Supplier InTouch DX clock options for automated time and job registration available on request as part of the Service – these are rented at between £60 and £80 per clock / month depending on the model chosen. Supplier InTouch DX clocks are specifically designed and integrated with the Workforce Dimensions Service.

## Buyer Benefits

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

[G-Cloud 12 Buyer Benefits 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 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
  - 4.1 (Warranties and representations)
  - 4.2 to 4.7 (Liability)
  - 4.11 to 4.12 (IR35)
  - 5.4 to 5.5 (Force majeure)
  - 5.8 (Continuing rights)
  - 5.9 to 5.11 (Change of control)
  - 5.12 (Fraud)
  - 5.13 (Notice of fraud)
  - 7.1 to 7.2 (Transparency)
  - 8.3 (Order of precedence)
  - 8.6 (Relationship)
  - 8.9 to 8.11 (Entire agreement)
  - 8.12 (Law and jurisdiction)
  - 8.13 to 8.14 (Legislative change)
  - 8.15 to 8.19 (Bribery and corruption)
  - 8.20 to 8.29 (Freedom of Information Act)
  - 8.30 to 8.31 (Promoting tax compliance)
  - 8.32 to 8.33 (Official Secrets Act)
  - 8.34 to 8.37 (Transfer and subcontracting)
  - 8.40 to 8.43 (Complaints handling and resolution)
  - 8.44 to 8.50 (Conflicts of interest and ethical walls)
  - 8.51 to 8.53 (Publicity and branding)
  - 8.54 to 8.56 (Equality and diversity)

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

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

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

## 5. Due diligence

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

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

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

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

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

## 6. Business continuity and disaster recovery

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

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

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

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

## 9. Insurance

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

- 9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
- 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
  - 9.8.1 premiums, which it will pay promptly
  - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

## 10. Confidentiality

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

## 11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.



- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 11.5.1 rights granted to the Buyer under this Call-Off Contract
  - 11.5.2 Supplier's performance of the Services
  - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
  - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
  - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
  - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
  - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

- 12.1 The Supplier must:
  - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
  - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
  - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
- 12.2.1 providing the Buyer with full details of the complaint or request
  - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
  - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
  - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

### 13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:  
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy;  
<https://www.gov.uk/government/publications/government-security-classifications>
  - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management;  
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:  
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

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

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

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

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

## 14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

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

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

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the

Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## 15. Open source

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

## 16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
  - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
  - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

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

- 18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

- 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

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

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

## 21. Exit plan

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



- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 21.8.4 the testing and assurance strategy for exported Buyer Data
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## 22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
  - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
  - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

## 23. Force majeure

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

## 24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
  - 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
  - 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

## 25. Premises

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

## 26. Equipment

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

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

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

## 28. Environmental requirements

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

## 29. The Employment Regulations (TUPE)

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

- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

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

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

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

## 30. Additional G-Cloud services

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

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

## 31. Collaboration

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

## 32. Variation process

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

## 33. Data Protection Legislation (GDPR)

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

## Schedule 3: Collaboration agreement

This agreement is made on [enter date]

between:

- 1) [Buyer name] of [Buyer address] (the Buyer)
- 2) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 3) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 4) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 5) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 6) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

### 1. Definitions and interpretation

- 1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

- 1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules
- 1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers
- 1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

- 1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
- 1.1.5 "Collaboration Activities" means the activities set out in this Agreement
- 1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract
- 1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties
- 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2
- 1.1.9 "Dispute Resolution Process" means the process described in clause 9
- 1.1.10 "Effective Date" means [insert date]
- 1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1
- 1.1.12 "Mediator" has the meaning given to it in clause 9.3.1
- 1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1
- 1.1.14 "Term" has the meaning given to it in clause 2.1
- 1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

## 1.2 General

### 1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

- 1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.
- 1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

## 2. Term of the agreement

- 2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the “Term”).
- 2.2 A Collaboration Supplier’s duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

## 3. Provision of the collaboration plan

- 3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the “Outline Collaboration Plan”).
- 3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the “Detailed Collaboration Plan”). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier’s respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.
- 3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
- 3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:
  - 3.4.1 approve the Detailed Collaboration Plan
  - 3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection
- 3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.



- 3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

#### 4. Collaboration activities

- 4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.
- 4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all co-operation and assistance as set out in the Detailed Collaboration Plan.

#### 5. Invoicing

- 5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

#### 6. Confidentiality

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
- 6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
- 6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
- 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
- 6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise

- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
- 6.3.1 or becomes public knowledge other than by breach of this clause 6
  - 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
  - 6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
  - 6.3.4 independently developed without access to the Confidential Information
  - 6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

## 7. Warranties

- 7.1 Each Collaboration Supplier warrant and represent that:
- 7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
  - 7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes
- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

## 8. Limitation of liability

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.

- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].
- 8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
- 8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:
- 8.5.1 indirect loss or damage
  - 8.5.2 special loss or damage
  - 8.5.3 consequential loss or damage
  - 8.5.4 loss of profits (whether direct or indirect)
  - 8.5.5 loss of turnover (whether direct or indirect)
  - 8.5.6 loss of business opportunities (whether direct or indirect)
  - 8.5.7 damage to goodwill (whether direct or indirect)
- 8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
- 8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default
  - 8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default
9. Dispute resolution process
- 9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3 The process for mediation and consequential provisions for mediation are:
- 9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by

one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

- 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
  - 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
  - 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
  - 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
  - 9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts
- 9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## 10. Termination and consequences of termination

### 10.1 Termination

- 10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].
- 10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

### 10.2 Consequences of termination

- 10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the

[contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

## 11. General provisions

### 11.1 Force majeure

11.1.1 For the purposes of this Agreement, the expression “Force Majeure Event” will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

### 11.2 Assignment and subcontracting

11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.

11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

### 11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

### 11.4 Entire agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

### 11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

### 11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

### 11.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

#### 11.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

#### 11.9 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised attorneys the day and year first above written.

#### **For and on behalf of the Buyer**

Signed by:

Full name (capitals):

Position:

Date:

#### **For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

#### **For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

#### **For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

### Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract



Collaboration Agreement Schedule 2 [**Insert Outline Collaboration Plan**]

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

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

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

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

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

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

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

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

## 2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the 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 Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the 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 Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the 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

[A Guarantee should only be requested if the Supplier's financial standing is not enough on its own to guarantee delivery of the Services. This is a draft form of guarantee which can be used to procure a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements]

This deed of guarantee is made on **[insert date, month, year]** between:

- (1) **[Insert the name of the Guarantor]** a company incorporated in England and Wales with number **[insert company number]** whose registered office is at **[insert details of the guarantor's registered office]** [or a company incorporated under the Laws of **[insert country]**, registered in **[insert country]** with number **[insert number]** at **[insert place of registration]**, whose principal office is at **[insert office details]]** ('Guarantor'); in favour of

and

- (2) The Buyer whose offices are **[insert Buyer's official address]** ('Beneficiary')

### Whereas:

- (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

[Where a deed of guarantee is required, include the wording below and populate the box below with the guarantor company's details. If a deed of guarantee isn't needed then the section below and other references to the guarantee should be deleted.]

Suggested headings are as follows:

- Demands and notices
- Representations and Warranties
- Obligation to enter into a new Contract
- Assignment
- Third Party Rights
- Governing Law
- This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.]

<b>Guarantor company</b>	[Enter Company name] 'Guarantor'
<b>Guarantor company address</b>	[Enter Company address]
<b>Account manager</b>	[Enter Account Manager name]
	Address: [Enter Account Manager address]
	Phone: [Enter Account Manager phone number]
	Email: [Enter Account Manager email]
	Fax: [Enter Account Manager fax if applicable]

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

### Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.



Term	Meaning
<b>Call-Off Contract</b>	Means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date].
<b>Guaranteed Obligations</b>	Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract.
<b>Guarantee</b>	Means the deed of guarantee described in the Order Form (Parent Company Guarantee).

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

## Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

## Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

## Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

**[Enter Address of the Guarantor in England and Wales]**

**[Enter Email address of the Guarantor representative]**

For the Attention of **[insert details]**

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

- delivered by hand, at the time of delivery
- posted, at 10am on the second Working Day after it was put into the post
- sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

#### Beneficiary's protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor
- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

## Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and

performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
- the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
- all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

## Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

## Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

## Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

## Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers **[enter the Supplier name]** [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number **[insert fax number]** from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

**[Insert name of the Guarantor]** acting by **[Insert names]**

Director

Director/Secretary

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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



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

	potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
<b>Data Subject</b>	Takes the meaning given in the GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.

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

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

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

<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

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

<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.



<b>Service description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and 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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
<b>Supplier terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).

<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: GDPR Information

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

### Annex 1: Processing Personal Data

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

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

[REDACTED]

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

[REDACTED]

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

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

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>All Buyer personal data made accessible by Buyer for use in or in relation to the Service (as further set out in this Schedule 7 and the Call-Off Contract).</p>
Duration of the Processing	Starting 22/06/2021 and ending as set out in the Offboarding section of the Order Form.
Nature and purposes of the Processing	To support the MyPlanner project outcomes as stated in the Statement of Requirements and Statement of Work, necessary collection of time worked for payroll and payroll accrual calculations; scheduling of resources for particular employee roles, and such other processing activities required to correctly provide the time/access management Service to the Buyer, as further set out in the Call-Off Contract.
Type of Personal Data	<p>The types of Personal Data may be updated during the operational trial but will be limited to:</p> <ul style="list-style-type: none"><li>• Name (Title, Forename, Middle Name, Surname)</li><li>• Grade</li></ul>

	<ul style="list-style-type: none"> <li>• Job Title</li> <li>• DWP Email Address</li> <li>• Cost centre</li> <li>• Telephone number</li> <li>• Office location</li> <li>• Manager's email address</li> <li>• The types of Personal Data listed in the completed Data Protection Impact Assessment, which shall be kept up to date in relation to this Workforce Dimensions – Operational Trial (Software as a Service).</li> </ul>
Categories of Data Subject	The Buyer's staff.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	As set out in the 'Offboarding' section of the Order Form.

## Annex 2: Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 4 of the Framework Agreement (Where one Party is Controller and the other Party is Processor) and paragraphs 17-27 of Schedule 4 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the **[delete as appropriate Supplier/Buyer]**:
- is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
  - shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's/Buyer's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a data subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

## 2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every **[enter number]** months on:
  - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its personnel who have access to the Personal Data and ensure that its personnel:
  - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
  - (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not

perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### 3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;

- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### 4. Audit

##### 4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

##### 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

#### 5. Impact Assessments

##### 5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the contract, in accordance with the terms of Article 30 GDPR.

#### 6. ICO Guidance

##### 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant central government body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant central government body.



## 7. Liabilities for Data Protection Breach

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clauses 8.66 to 8.79 of the Framework terms (Managing disputes).
- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
- (a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Not used

9. Termination

9.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (joint controller agreement), the Buyer shall be entitled to terminate the contract by issuing a termination notice to the Supplier in accordance with Clause 18.5 (Ending the contract).

10. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

11. Data Retention

11.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.