



## G-Cloud 13 Call-Off Contract

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

### **G-Cloud 13 Call-Off Contract**

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## Part A: Order Form

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

<b>Platform service ID number</b>	186656618803246 and 402610815193499
<b>Call-Off Contract reference</b>	Buyer's reference: C118314 Supplier's reference: FN75792
<b>Call-Off Contract title</b>	Apply for Care ID
<b>Call-Off Contract description</b>	Provision of CallValidate UK and Document Verification & Facial Recognition (Online) Services
<b>Start date</b>	<p>This Call-Off Contract has a retrospective start date of 22 December 2022.</p> <p>The parties agree that, with effect from the Start Date, the following agreements shall (i) be deemed to automatically terminate; and (ii) be superseded by this Call-Off Contract:</p> <ul style="list-style-type: none"><li>• G-Cloud 10 Call-Off Contract for the provision of Document Verification &amp; Facial Recognition (Online) Services dated 9 April 2019 (as amended by various letters of variation); and</li><li>• G-Cloud 11 Call-Off Contract for the provision of CallValidate UK dated 23 April 2020 (as amended by various letters of variation).</li></ul> <p>For the avoidance of doubt, the parties agree to waive any requirements for separate written notice to terminate the above agreements.</p>

<b>Expiry date</b>	12 months after the Start Date
<b>Call-Off Contract value</b>	<div></div> <p>Please refer to Schedule 2 <i>Call-Off Contract charges and payment</i> for the schedule of payments.</p> <p>This value applies for Services to be provided up to the end of Year 2 and thereafter may be increased at the sole discretion of the Buyer as appropriate for any extension period.</p>
<b>Charging method</b>	Payment via BACS
<b>Purchase order number</b>	The Buyer shall be required to provide the purchase order number to the Supplier no later than 14 days after this Call Off Contract is signed by both parties.

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

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

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

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

<b>From the Buyer</b>	<p>The Health and Social Care Information Centre (known as NHS Digital)</p> <p>██████████</p> <p>Buyer's main address:</p> <p>7 - 8 Wellington Place</p> <p>Leeds</p> <p>West Yorkshire</p> <p>LS1 4AP</p>
<b>To the Supplier</b>	<p>TransUnion International UK Limited</p> <p>One Park Lane</p> <p>Leeds</p> <p>LS3 1EP</p> <p>Tel: 0113 388 4300</p> <p>Company number: 3961870</p>
<b>Together the 'Parties'</b>	

Principal contact details

**For the Buyer:**





For the Supplier:



Call-Off Contract term

<b>Ending (termination)</b>	<p>(1) Notwithstanding clause 18.1 of this Call-Off Contract, the notice period needed for Ending the Call-Off Contract without cause pursuant to Clause 18.1 is at least 90 days from the date the Buyer provides its written notice to End (such notice for termination without cause not to expire prior to the Expiry Date).</p> <p>(2) The notice period needed for the Supplier to End this Call-Off Contract pursuant to Clause 18.6 (non-payment of undisputed sums) is at least 30 calendar days from the date the Supplier provides its written notice to End.</p>
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<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>two additional</b> periods of up to 12 months each, by giving the Supplier a minimum of one month's written notice on each occasion before the then current period's expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <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> <p>As part of any extension, the Parties may amend, by way of variation, the pricing and charging method agreed as part of this Call-Off Contract in order to benefit from any savings the Supplier may provide.</p> <p>The Parties acknowledge and agree that the Call-Off Contract shall not automatically renew.</p>
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### Buyer contractual details

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

<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 Schedule 4 and outlined below:</p> <p>The Services to be provided by the Supplier under the above Lot</p>

	<p>are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> <li>• CallValidate UK</li> <li>• Document Verification and Facial Recognition (Online Services) delivered in accordance with Schedule 1.</li> <li>• EMS2 integration</li> <li>• HM Forces ID Reading</li> <li>• Restriction to Country of upload</li> <li>• Providing evidence o EMS/EMS2 restrictions</li> <li>• International driver's licence Reading</li> <li>• Passport Issue Date Read</li> <li>• Provision of all application data to NHSD regardless of rejection/acceptance</li> </ul>
<b>Additional Services</b>	The Supplier shall provide such Additional Services as may be agreed and priced in a related Variation.
<b>Location</b>	The Services will be delivered remotely to the Buyer.
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are as detailed in Schedule 1, Services or as agreed in a related Variation.
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are as detailed in Schedule 1, Services or as agreed in a related Variation.
<b>Service level agreement:</b>	The Supplier shall comply at all times with Schedule 1, Services. Schedule 1, Services is a detailed statement of service requirements and the steps that the Supplier shall take to meet them, and the Supplier shall ensure it meets the requirements and provides the Services in the manner detailed in Schedule 1, Services. The Services as agreed at the date of this Call-Off Contract are appended within Schedule 1. It is expected by the Parties that changes will be necessary to the services, and any such change shall be agreed as a Variation in accordance with clause 32.
<b>Onboarding</b>	The onboarding plan for this Call-Off Contract is as detailed in Schedule 1, Services and / or will be developed as required and/or as agreed in a related Variation.

<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is as detailed in Schedule 1, Services and / or will be developed as required and/or as agreed in a related Variation and in any event as a minimum will be developed as required. Notwithstanding the Supplier shall ensure that it ceases to provide the Services to the Buyer upon the End of this Call-Off Contract, unless otherwise agreed between the parties.</p>
<b>Collaboration agreement</b>	N/A
<b>Limit on Parties' liability</b>	<p>Clause 24 of the Call-Off Contract shall be deleted and replaced with the following new clause 24,:</p> <p>24. Clause 10 of the Supplier Terms shall govern the parties' liability under this Call-Off Contract.</p> <p>All references in clause 10 of the Supplier Terms to the Agreement shall be interpreted to include the Order Form and Call-Off Contract, and the breaches referred to in clause 10.5 shall include breaches of obligations relating to personal data throughout the Call-Off Contract.</p>

<b>Insurance</b>	<p>The Supplier 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 [REDACTED]. 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> <p>The Buyer acknowledges that none of the Supplier's insurance policies contain 'indemnity to principals' clauses and therefore indemnity to principal clauses shall not be required.</p> <p>Clause 9.7 shall not apply.</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> <li>• ensuring it has the right to authorise the Processing of all Personal Data to be Processed by the Supplier as a Processor for and on behalf of the Buyer pursuant to this Call-Off Contract.</li> <li>• satisfying all obligations that apply to a Controller in respect of Personal Data (including any that apply to special category Personal Data) that is processed by the Supplier as a Processor for and on behalf of the Buyer pursuant to this Call-Off Contract.</li> <li>• orchestrating and arranging the full performance of other services engaged in the flow of relevant data.</li> </ul>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes Computer and internet connection Reason: Document Verification &amp; Facial Recognition (Online) Services and CallValidate UK Services</p>

## Supplier's information

<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p><b>CallValidate UK Service:</b></p> <div data-bbox="632 517 1565 1323" style="background-color: black; height: 360px; width: 100%;"></div> <p>The above list reflects the Supplier's Subcontractors in respect of the CallValidate UK Service as at the date of this Call-Off Contract. However, given the generic nature of the Supplier's Services, the Buyer acknowledges and agrees that (notwithstanding any other term in this G-Cloud Call Off Contract to the contrary):</p> <ul style="list-style-type: none"><li>• The Supplier shall be entitled to change its Generic Subcontractors without notice or approval of the Buyer. Upon the request of the Buyer, the Supplier shall provide to the Buyer a list of its then current Generic Subcontractors without undue delay.</li><li>• The Supplier may only subcontract its obligations under this Call-Off Contract directly to a Non-Generic Subcontractor if the Supplier obtains the prior consent of the Buyer (such consent not to be unreasonably withheld or delayed or made subject to unreasonable conditions).</li></ul> <p><b>"Generic Subcontractor"</b> means (i) any third party that provides ancillary services to TransUnion which enable TransUnion to perform</p>
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(or otherwise facilitate TransUnion's performance of) the Services including but not limited to any third party which provides IT services, hosting services, telecommunications services (including e-mail broadcasting services), co-location services, disaster recovery services or any third party which licenses data to TransUnion; (ii) any third party that does not process or otherwise have access to the Client's Input or Confidential Information; and/or (iii) any member of TransUnion Information Group. For the avoidance of doubt, the named list of subcontractors stated in the bullet points above are Generic Subcontractors.

**"Non-Generic Subcontractor"** means any third party other than a Generic Subcontractor.

- The Buyer acknowledges that the Supplier has already entered into agreements with its Subcontractors and, it may not be practicable to be able to flow down any bespoke requirements of the Buyer to its Subcontractors. Therefore, any requirement arising under this Call-Off Contract to restrict the use of its Subcontractors or require the Supplier to procure that its Subcontractors comply with any particular requirement that the Supplier is subject to shall not apply, provided that:
  - the Supplier shall be liable for its obligations under this Call-Off Contract to the same extent as if it had carried out the work itself;
  - the Supplier shall not give its Subcontractors any commitment as to the volume of CallValidate UK enquiries that will arise out the performance of this Call-Off Contract or its Subcontractor's Subcontract;
  - Clause 33, as amended by this Order Form shall apply; and
  - in the event of this Call-Off Contract Ending:
    - the Supplier shall ensure that it immediately notifies its Subcontractors and stops the provision of Services by its Subcontractors.

**Document Verification Service:**

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Call-Off Contract charges and payment

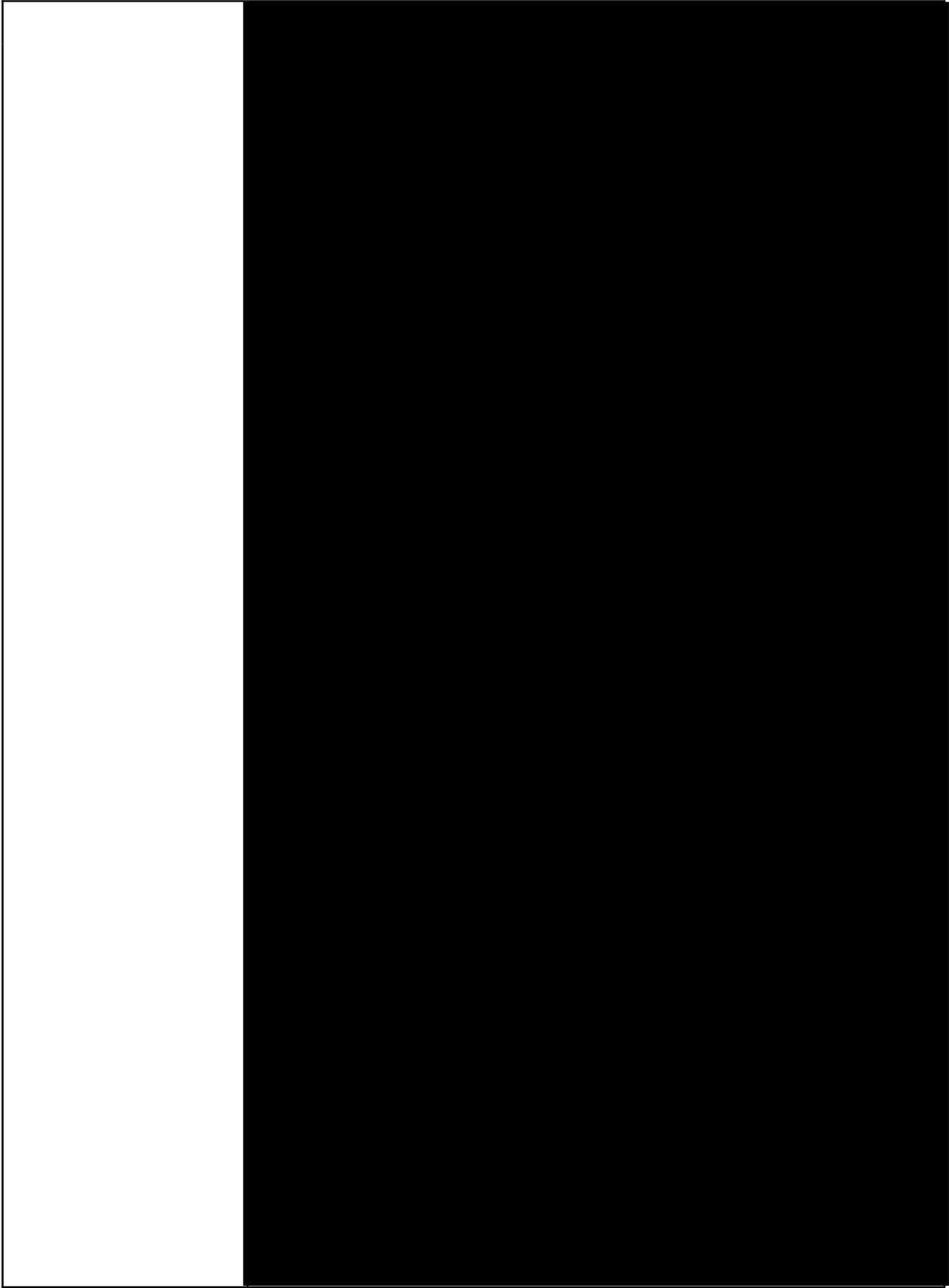
The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is BACS
Payment profile	The payment profile for this Call-Off Contract is upfront for licence and hosting costs. Any subsequent payments will be subject to further approval by the Buyer and paid upon invoice.



<b>Invoice details</b>	<p>The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p> <p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p>
<b>Who and where to send invoices to</b>	<p>Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p> <p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at <a href="mailto:financialaccounts@nhs.net">financialaccounts@nhs.net</a></p>
<b>Invoice information required</b>	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice, provided that the Buyer shall be required to provide the purchase order number to the Supplier no later than 14 days after this Call-Off Contract is signed by both parties. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>

<b>Invoice frequency</b>	Invoice will be sent to the Buyer (i) upon execution / on the Start Date of this Call-Off Contract in respect of the licence and hosting fees; and (ii) monthly in arrears in respect of Transaction and CallValidate UK enquiry charges; and (iii) on request for additional Services by the Buyer in accordance with the Payment Profile above.
<b>Call-Off Contract value</b>	<p>The total value of this Call-Off Contract is a minimum of £323,570 ex VAT payable per Year. For the avoidance of doubt, the above sum does not include Transaction and CallValidate UK enquiry fees which are charged in addition to the amount stated above. Please refer to <i>Call-Off Contract charges and payment</i> below for the schedule of payment.</p> <p>This value applies for Services to be provided up to the Expiry Date and thereafter may be increased at the sole discretion of the Buyer as appropriate for any extension period.</p>
<b>Call-Off Contract charges</b>	



## Additional Buyer terms

<b>Performance of the Service</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> <li>• Set out in Schedule 1</li> </ul>
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier will comply with the warranties and representations set out in the Buyer specific amendments to/refinements of the Call-Off Contract terms.</p> <p>The Supplier warrants that the Services will be provided in conformity with and meet all requirements and standards set out in this Call-Off Contract.</p>
<b>Supplemental requirements in addition to the Call-Off terms</b>	<ol style="list-style-type: none"> <li>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements: <ol style="list-style-type: none"> <li>1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer to the extent that (i) such contractor/subcontractor of the Buyer is expressly specified as an Authorised Data Processor within the Primary Schedule of the Supplier Terms (but individually named Authorised Data Processors do not need to be stated where they are using such software on the Buyer's premises); and (ii) the Buyer complies with the provisions specified within the Primary Schedule of the</li> </ol> </li> </ol>

	<p>Supplier Terms regarding the Authorised Data Processors, but for the avoidance of doubt, such Authorised Data Processors shall not be required to comply with provisions any more onerous than the Buyer is required to comply with under the Call-Off Contract and Supplier Terms.</p> <p>1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software and services to the NHS and social care entities ("<b>Permitted Third Parties</b>"). Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services. For the avoidance of doubt, where an individual consumer is interacting with such other NHS and social care entities, the Buyer shall ensure that such consumer will always be passed to, and will understand that they are interacting with the Buyer's NHS Apply for Care unit ("AfCID") (of which the Supplier's Services are being used as part of the NHS AfCID). The Buyer therefore warrants that the Permitted Third Parties shall therefore not be white-labelling the Buyer's NHS AfCID.</p> <p>1.3 Subject to paragraph 1.1 above, the Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</p> <p>1.4 Subject to paragraph 1.1 above, any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).</p> <p>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.</p> <p>1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.</p>
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	<p>2. The following amendments shall be made to the Call-Off Contract:</p> <ul style="list-style-type: none"> <li>• Under clause 4.1 of the Call-Off Contract, the Buyer acknowledges that the Supplier carries out its own vetting on its Supplier Staff and therefore no further vetting requirements are applicable under this Call-Off Contract.</li> <li>• For the avoidance of doubt, incorporated clause 5.6 of the Framework Agreement (Change of Control) shall require the Buyer not to unreasonably withhold or delay its approval to the relevant change of control.</li> <li>• For the avoidance of doubt, under clause 6.2 of the Call-Off Contract, it shall be the Supplier's sole discretion as to whether it invokes its business continuity and disaster recovery services.</li> <li>• Clause 6.3 of the Call-Off Contract shall not apply.</li> <li>• For the avoidance of doubt, the reference under clauses 13.8 to immediate notification shall mean notification without undue delay.</li> <li>• Under clause 18.4.1 of the Call-Off Contract, the reference to 'Supplier Default' shall mean: 'material Supplier Default'.</li> <li>• Notwithstanding clause 2.1 of this Call-Off Contract, clauses 16.1 and 16.2 of the Framework Agreement are subject to the following provision which shall take precedence over clauses 16.1 and 16.2 of the Framework Agreement to the extent of any inconsistency:</li> </ul> <p>"As the Services are generic in nature and are provided as part of the Supplier's standard service offering, the Supplier may provide updates to the Services which enhance the functionality of the Services. The Supplier won't make any changes which have the overall effect of degrading the Services unless this is required in order to comply with law, but the Supplier will use reasonable endeavours to provide notice in advance of making such changes."</p> <ul style="list-style-type: none"> <li>• Clause 7.10 of the Call-Off Contract shall be without prejudice to the rights of the Supplier to also suspend for the reasons expressly set out in the Supplier Terms.</li> <li>• For the avoidance of doubt, under clause 7.11 of the Call-Off Contract, the Buyer shall only dispute an</li> </ul>
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	<p>invoice in good faith, and shall notify the Supplier before the invoice is due that the invoice is disputed (whether wholly or partly disputed). If the Supplier does not accept the amendments to an invoice, incorporated clauses 32 and 33 of the Framework Agreement (Managing disputes) shall apply.</p> <ul style="list-style-type: none"> <li>• The indemnity under clauses 10.1 and 11.6 of the Call Off Contract shall not apply to the extent that: <ul style="list-style-type: none"> <li>(i) the Supplier breach is due to a Buyer's instruction; or</li> <li>(ii) the indemnity claim arises as a result of the Buyer's negligence, recklessness or wilful misconduct or breach by the Buyer of any legal obligation (other than and only to the extent that the reason for the breach by the Buyer of such legal obligation is the default of the Supplier)."</li> </ul> </li> <li>• New clauses 10.2, 10.3, and 10.4 are added as follows and shall apply to the indemnities provided under clause 10.1 and 11.6 of the Call-Off Contract: <p>"10.2 The Buyer shall:</p> <ul style="list-style-type: none"> <li>• notify the Supplier as soon as reasonably practicable after becoming aware of the claim to which the Buyer's claim under the indemnity relates; and</li> <li>• to the extent it is reasonably able to do so, take reasonable steps to mitigate the losses, damages, costs, charges and expenses to which the indemnity relates; and</li> <li>• not make any admission or settlement in respect of such matter or claim without notifying the Supplier and taking reasonable account of the Supplier's representation.</li> </ul> <p>10.3 Each Party shall (at the Supplier's expense) provides the other with such reasonable assistance to defend or settle such matter of claim as the other may request.</p> <p>10.4 The Parties agree that the liability of the Supplier under the indemnity shall be subject to the general contract law principles in relation to proof of loss, remoteness of damage and causation."</p> </li> <li>• Clause 11.3 and Clause 12.1.2 of the Call-Off Contract shall be without prejudice to the rights of the Supplier</li> </ul>
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	<p>to also use the Buyer Data and related IPR for the reasons expressly set out in Service Condition 4.2 of the Service Schedule (CallValidate UK)(Online) contained in the Supplier Terms.</p> <ul style="list-style-type: none"> <li>Under clause 11.9 of the Call-Off Contract, any refund is on a pro-rata basis to take into account the remainder of the licence to which the advance fees relate.</li> </ul>		
<b>Alternative clauses</b>	N/A		
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</p> <table border="1"> <tr> <td><b>Central Government Body</b></td><td> <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p> </td></tr> </table>	<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>
<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>		



	<table border="1"> <tr> <td data-bbox="660 248 922 987"> <b>Cyber Security Requirements</b> </td><td data-bbox="922 248 1434 987"> <p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same except in respect of any of the DSP Toolkit standards which the Buyer agrees to waive following receipt of a written explanation from the Supplier ("<b>DSP Waiver</b>"). The Buyer shall not unreasonably withhold its agreement to waive such standards;</p> <p>b) As per Schedule 1</p> <p>c) any other cyber security requirements relating to the Services agreed between the parties from time to time;</p> </td></tr> <tr> <td data-bbox="660 987 922 1973"> <b>DSP Toolkit</b> </td><td data-bbox="922 987 1434 1973"> <p>means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time, provided that Buyer shall give reasonable notice to the Supplier prior to the Supplier being required to comply with the updated version (subject to the DSP Waiver as defined above);</p> <p>As at the date of this Call-Off Contract, the 10 data security standards as listed on the website stated above are:</p> </td></tr> </table>	<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same except in respect of any of the DSP Toolkit standards which the Buyer agrees to waive following receipt of a written explanation from the Supplier ("<b>DSP Waiver</b>"). The Buyer shall not unreasonably withhold its agreement to waive such standards;</p> <p>b) As per Schedule 1</p> <p>c) any other cyber security requirements relating to the Services agreed between the parties from time to time;</p>	<b>DSP Toolkit</b>	<p>means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time, provided that Buyer shall give reasonable notice to the Supplier prior to the Supplier being required to comply with the updated version (subject to the DSP Waiver as defined above);</p> <p>As at the date of this Call-Off Contract, the 10 data security standards as listed on the website stated above are:</p>
<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same except in respect of any of the DSP Toolkit standards which the Buyer agrees to waive following receipt of a written explanation from the Supplier ("<b>DSP Waiver</b>"). The Buyer shall not unreasonably withhold its agreement to waive such standards;</p> <p>b) As per Schedule 1</p> <p>c) any other cyber security requirements relating to the Services agreed between the parties from time to time;</p>				
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	<div data-bbox="660 248 1437 1957"> <p>Data Security Standard 1. All staff ensure that personal confidential data is handled, stored and transmitted securely, whether in electronic or paper form. Personal confidential data is only shared for lawful and appropriate purposes.</p> <p>Data Security Standard 2. All staff understand their responsibilities under the National Data Guardian's Data Security Standards, including their obligation to handle information responsibly and their personal accountability for deliberate or avoidable breaches.</p> <p>Data Security Standard 3. All staff complete appropriate annual data security training and pass a mandatory test, provided through the revised Information Governance Toolkit.</p> <p>Data Security Standard 4. Personal confidential data is only accessible to staff who need it for their current role and access is removed as soon as it is no longer required. All access to personal confidential data on IT systems can be attributed to individuals.</p> <p>Data Security Standard 5. Processes are reviewed at least annually to identify and improve processes which have caused breaches or near misses, or which force staff to use workarounds which compromise data security.</p> <p>Data Security Standard 6. Cyber-attacks against services are identified and resisted and CareCERT security advice is responded to. Action is taken immediately following a data breach or a near miss, with a report made to senior management within 12 hours of detection.</p> <p>Data Security Standard 7. A continuity plan is in place to respond to</p> </div>
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		<p>threats to data security, including significant data breaches or near misses, and it is tested once a year as a minimum, with a report to senior management.</p> <p>Data Security Standard 8. No unsupported operating systems, software or internet browsers are used within the IT estate.</p> <p>Data Security Standard 9. A strategy is in place for protecting IT systems from cyber threats which is based on a proven cyber security framework such as Cyber Essentials. This is reviewed at least annually.</p> <p>Data Security Standard 10. IT suppliers are held accountable via contracts for protecting the personal confidential data they process and meeting the National Data Guardian's Data Security Standards.</p>
	<b>Project Specific IPRs</b>	means 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 or Third Party IPRs;
	<b>Purchase Order</b>	means the Buyer's unique number relating to the supply of the Services;
	<b>Receipt</b>	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send

	<table border="1" data-bbox="660 248 1437 956"> <tr> <td data-bbox="660 248 920 439"></td><td data-bbox="920 248 1437 439">invoices to” or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;</td></tr> <tr> <td data-bbox="660 439 920 658"><b>Third Party IPRs</b></td><td data-bbox="920 439 1437 658">means any intellectual property rights owned by a third party, which are licensed by the Supplier for the purposes of providing the Services;</td></tr> <tr> <td data-bbox="660 658 920 956"><b>Unavoidable Losses</b></td><td data-bbox="920 658 1437 956">means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;</td></tr> </table> <p data-bbox="647 1059 1099 1093">18.2 The Parties agree that the:</p> <ul data-bbox="794 1131 1552 1464" style="list-style-type: none"> <li>• Buyer’s right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided</li> <li>• Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier’s Losses, unless Unavoidable Losses are specified in the Order Form, in which case clause 18.3 shall apply to such Unavoidable Losses.</li> </ul> <p data-bbox="647 1503 1552 1883">18.3 Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable Losses. If the Supplier has insurance, the Supplier will reduce its Unavoidable Losses by any insurance sums available. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with supporting evidence.</p> <p data-bbox="647 1921 1197 1955">New Clause 4A shall be added as follows:</p>		invoices to” or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;	<b>Third Party IPRs</b>	means any intellectual property rights owned by a third party, which are licensed by the Supplier for the purposes of providing the Services;	<b>Unavoidable Losses</b>	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;
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<b>Third Party IPRs</b>	means any intellectual property rights owned by a third party, which are licensed by the Supplier for the purposes of providing the Services;						
<b>Unavoidable Losses</b>	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;						

	<p><b>4A Security of Supplier Staff</b></p> <p>4A.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>), as may be amended or replaced by the Government from time to time.</p> <p>4A.2 The Supplier shall agree on a case by case basis which Supplier Staff roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.</p> <p>4A.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.</p> <p>4A.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.</p> <p>4A.5 Where Supplier Staff are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p><b>1)</b> A new Clause 16.8 shall be added as follows:</p> <p>16.8 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.</p> <p><b>2)</b> Clauses 12.1 and 12.3 of the Call-Off terms and conditions shall be deleted in their entirety and replaced with the following new Clauses 12.1 and 12.3:</p> <p>12.1 The Supplier must:</p>
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	<ul style="list-style-type: none"> <li>• comply with the Buyer's written instructions and this Call-Off Contract when Processing any Buyer Data, including but not limited to Buyer Personal Data;</li> <li>• only Process the Buyer Data, including but not limited to Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body. However, this is without prejudice to the rights of the Supplier to also use the Buyer Data and related IPR for the reasons expressly set out in Service Condition 4.2 of the Service Schedule (CallValidate UK)(Online) contained in the Supplier Terms.</li> <li>• take reasonable steps to ensure that any Supplier Staff who have access to any Buyer Data, including but not limited to Buyer Personal Data act in compliance with Supplier's security processes.</li> </ul> <p>12. 7 Neither Party shall do nor omit to do anything that will put the other Party in breach of the Data Protection Legislation.</p> <p>3) New Clause 28A shall be added as follows:</p> <p><b>“28A Corporate Social Responsibility Conduct and Compliance</b></p> <p>28A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.</p> <p>28A.2 The Supplier represents and warrants that it:</p> <p>28A.2.1 complies with all laws relating to corporate social responsibility that are applicable in England and Wales; and</p> <p>28A.2.2 has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour, details of which can be found at <a href="http://www.transunion.co.uk/about-us/corporate-responsibility">www.transunion.co.uk/about-us/corporate-responsibility</a>”</p> <p>4) New Clause 33.2 shall be added as follows:</p> <p><b>Data Protection Impact Assessment Delivery and</b></p>
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	<p><b>Assistance</b></p> <p>33.2 Without limitation to the obligations as set out in Schedule 7 (UK GDPR Information), the Call-Off Contract and the Order Form, the Supplier shall participate and provide reasonable co-operation for the completion of any Data Protection Impact Assessments conducted by the Buyer relating to the Services and the deliverables. Such participation and co-operation shall include updating the Data Protection Impact Assessment at each material change of the deliverable(s) (including but not limited to each release of new software) and following any Variation.</p> <p>5) A new Clause 34 shall be added as follows:</p> <p>34 <b>Assignment and Novation</b></p> <p>If the Buyer wishes to assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences, the Buyer shall require the consent of the Supplier. In considering a request for consent, the Supplier shall act reasonably and shall only withhold or delay consent due to material issues identified via due diligence which the Supplier is required to carry out on new contracting parties to (i) discharge its regulatory compliance duties; and (ii) satisfy itself that the new contracting party is capable of complying with its obligations under the Call-Off Contract. The Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p> <p>6) A new Clause 36 shall be added as follows:</p> <p>36 <b>Execution and Counterparts</b></p> <p>36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.</p> <p>36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI</p>
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	<p>2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.</p> <p><b>7)</b> A new clause 37 shall be added as follows:</p> <p><b>37 Offshore Working</b></p> <p>The Supplier is not permitted to use Supplier Staff outside of the UK to provide the Services.</p> <p><b>8) Schedule 7 - Processing Data (Framework Agreement)</b></p> <p>12.1) For the purposes of incorporating Schedule 4 of the Framework Agreement into this Call-Off Contract, paragraph 5(d) shall be deleted in its entirety and replaced with the following (but this does not apply to the CallValidate UK Service as the Supplier acts as a controller in respect of the CallValidate UK Service, and not as processor):</p> <p>(d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <p>(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;</p> <p>(ii) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeav-</p>
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	<p>ours to assist the Controller in meeting its obligations); and</p> <p>(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.</p> <p>12.2) The reference to paragraph 16 in paragraph 28 of Schedule 7 of the Framework Agreement shall be deleted and replaced with a reference to paragraph 17.</p> <p>12.3) 18) An extra row shall be added at the end of the table at Annex 1 of Schedule 7 (GDPR Information) as follows:</p> <table border="1"> <tr> <td><b>Jurisdiction of processing</b></td><td>UK</td></tr> </table>	<b>Jurisdiction of processing</b>	UK
<b>Jurisdiction of processing</b>	UK		
<b>Personal Data and Data Subjects</b>	See Schedule 7 Annex 1		
<b>Intellectual Property</b>	Governed by the provisions set out in this Call-Off Contract		
<b>Social Value</b>	<p>The Supplier shall detail and will adhere to their approach to the following Social Value themes on their G-Cloud13 supplier page.</p> <ul style="list-style-type: none"> <li>• Fighting Climate Change</li> <li>• Covid 19 Recovery</li> <li>• Tackling Economic Inequality</li> <li>• Equal Opportunity</li> <li>• Wellbeing</li> </ul>		

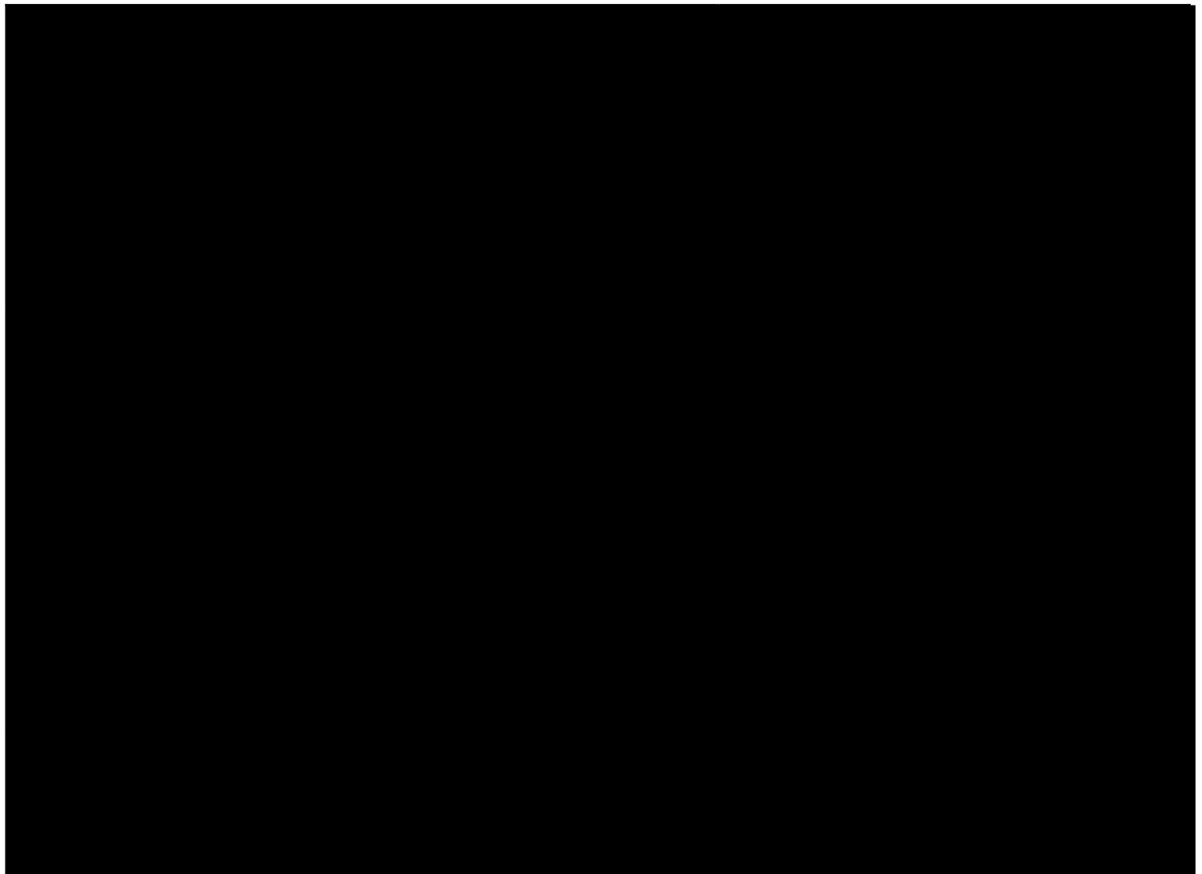
## 1. Formation of contract

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

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

## 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.



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



## Customer Benefits

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

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

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

- Form.
- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
- 2.3 (Warranties and representations)
  - 4.1 to 4.6 (Liability)
  - 4.10 to 4.11 (IR35)
  - 10 (Force majeure)
  - 5.3 (Continuing rights)
  - 5.4 to 5.6 (Change of control)
  - 5.7 (Fraud)
  - 5.8 (Notice of fraud)
  - 7 (Transparency and Audit)
  - 8.3 (Order of precedence)
  - 11 (Relationship)
  - 14 (Entire agreement)
  - 15 (Law and jurisdiction)
  - 16 (Legislative change)
  - 17 (Bribery and corruption)
  - 18 (Freedom of Information Act)

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

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

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
  
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
  
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
  
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### 3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

### 4. Supplier staff

- 4.1 The Supplier Staff must:
  - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
  - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
  - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
  - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
  - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

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

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

## 5. Due diligence

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

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

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

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

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

## 6. Business continuity and disaster recovery

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

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

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

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

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

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

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

- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any
- undisputed sums of money properly 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 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause
34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPRs") (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

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

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

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

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

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

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

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

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

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

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

11.6.2 Supplier's performance of the Services

### 11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject

(within the timescales required by the Buyer)

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

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-managementapproach> 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/technologycode-of-practice/technology-code-of-practice>

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

## 14. Standards and quality

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

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

PSN

- 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

Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## 15. Open source

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

## 16. Security

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

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

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

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

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

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

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the

Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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



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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
  - 8 (Recovery of sums due and right of set-off)
  - 9 (Insurance)
  - 10 (Confidentiality)
  - 11 (Intellectual property rights)
  - 12 (Protection of information)
  - 13 (Buyer data)
  - 19 (Consequences of suspension, ending and expiry)
  - 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

## 20. Notices

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

## 21. Exit plan

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

- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

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

## 22. Handover to replacement supplier

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

## 23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

## 24. Liability

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

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

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

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

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

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

## 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

## 26. Equipment

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

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

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

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

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

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

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

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

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

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

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

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



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

29.5.1 its failure to comply with the provisions of this clause

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

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

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

### 30. Additional G-Cloud services

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

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

### 31. Collaboration

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

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

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

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

## 32. Variation process

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

## 33. Data Protection Legislation (GDPR)

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

## Schedule 1: Services

Note that any reference to “Client” means the “Buyer”.

### 1. DESCRIPTION OF THE SERVICES

In this Service Schedule, the Services shall comprise the following:

#### **PART A: CallValidate UK (Online)**, comprising:

- CallID Enhanced
- CallID Value Added Service: Deceased Check
- CallID Value Added Service: Alternate Address Link
- NCOA® Alert
- Set up and maintenance of a standalone API, for delivery of the Online Service listed above

#### **PART B: Document Verification**, comprising:

1.1. A turnkey mobile application (for iOS and Android devices) (the “Standalone App” or “Solution”) which delivers the Client’s selected Product Component(s) (GIID Verification and Biometric Matching and Secondary Document Processing) and which includes the core implementation as follows:

1.1.1. URL Integration

1.1.2. Full Branding

1.1.3. Dynamic Returns

1.2. The Additional Services selected by the Client as set out in the Client Order Request are:

1.2.1. The solution shall employ correct ISO 3166

1.2.2. Single Sign On

1.2.3. EMS2 integration

1.2.4. Other nationalities Residence Permits shall be rejected.

- 1.2.5. Other nationalities National Identity Cards shall be rejected.
- 1.2.6. RAF HM Armed Forces Identity Card (UK) shall be processed.
- 1.2.7. NAVY HM Armed Forces Identity Card (UK) shall be processed.
- 1.2.8. ARMY HM Armed Forces Identity Card (UK) shall be processed.
- 1.2.9. Other nationalities Armed Forces Identity Cards shall be rejected.
- 1.2.10. Veterans HM Armed Forces Identity Card (UK) shall be rejected.
- 1.2.11. Valid EU national identity card (EEA / EU Government issued identity cards that comply with Council Regulation (EC) No 2252/2004, containing a biometric) shall be rejected.
- 1.2.12. A financial statement such as a bank, building society, credit card statement, pension or endowment statement (UK) shall be processed
- 1.2.13. A mortgage statement from a recognised lender (UK and EEA) shall be processed.
- 1.2.14. A UK utility bill or letter from the service provider confirming the pre-payment terms of services at a fixed address (for example, gas, water, electricity or landline telephone) shall be processed.
- 1.2.15. A UK local authority tax statement shall be processed (for example, a council tax statement. Applies to UK and Channel Islands) shall be processed.
- 1.2.16. A hierarchy of acceptable photo sources shall be applied.
- 1.2.17. The business rules shall be maintainable by business professionals.
  - 1.2.17.1. The solution shall combine business rules.
  - 1.2.17.2. The solution shall apply validity timeframe exclusions (e.g. no older than 6 months).
  - 1.2.17.3. The solution shall apply country / territory exclusions.
  - 1.2.17.4. The solution shall apply document exclusions.
  - 1.2.17.5. An unaccepted artefact for the service shall be rejected.

- 1.2.17.6. A duplicate artefact submitted as evidence shall be automatically rejected.
- 1.2.17.7. The applicant details shall be compared across all submitted evidence artefacts.
- 1.2.17.8. The manually entered applicant details shall be compared across all submitted evidence artefacts.
- 1.2.18. The solution must check the eChip on a biometric document (e.g. passport, UK Biometric Resident's Permit) to verify data on the chip matches the photo on the evidence.
- 1.2.19. The solution must perform a cross-check between evidence to ensure that:
- a. Evidence is only used once (e.g., driving licence is acceptable as Identity or Address proof but not both)
  - b. Details of the user match across evidence (e.g., name).
- 1.2.20. The solution must support the create, read, update (and resend) and delete of invitations.
- 1.2.21. The solution must prevent sponsors from inviting themselves into the journey.
- 1.2.22. The solution shall support multiple combinations of evidence types, e.g. 2 x photo + 1 x address; 1 x photo + 2 x address, 1 x photo + 1 address).
- 1.2.23. The solution shall support the calibration of transitioning to automation by evidence type and document type. E.g. it is possible to automate for the combination of 2 x photo and 1 x address in the form a UK passport and a UK driving licence and a UK bank statement but all other evidence and document types are processed manually.
- 1.2.24. The solution shall provide data, reporting and insight to inform NHSD's Apply for Care ID (AfCID) business decisions on a regular frequency.
- 1.2.25. A clear and documented Change and Release process shall be in evidence with at least 7 days' notice for any changes and the ability to accept updates to the solution to minimize service impact.
- 1.2.26. A documented Incident Management process shall be in evidence with published Service Levels which allows incidents to be monitored, tracked, resolved and reported on within agreed service levels.

1.2.27. The supplier must accept raising of Incidents and Service Requests by at minimum of Telephone, Email, and Web Portal.

1.2.28. Pre-Sales consultancy, including PID if required

1.2.29. Maintenance and support services.

Consultancy and Development as agreed between the parties from time to time pursuant to a letter of variation. Consultancy may include, but is not limited to software development, UI analysis, bespoke business rule implementation and decision optimization. However, as at the date of this Call-off Contract, the parties have specifically agreed the following consultancy and development:

CCN1: (as referred to in the Order Form) to accommodate changes in 22-23.

- UX and Design Changes as per change order ref: NHSDCAREID04
- Access to User Acceptance Testing and Production; Integration support and Score-card development/implementation
- CallID Identity Checker
- CallID Value Added Service: Deceased Check
- CallID Value Added Service: Alternate Address Link
- NCOA (National Change Of Address) Alert

CCN2: (as referred to in the Order Form) to accommodate changes in 22-23.

Development of a v.2 app to incorporate:


- [REDACTED] New Additional User Journeys based on ID documents for Automated Proof of Address Verification
- Dedicated Photo Capture for Smartcard
- Authentication Service – Includes verification of Face Capture Photo, and Enrolment of Digital Verified user record

The Permitted Purpose and Service Conditions for the CallValidate UK and Document Verification Service are stated in the Supplier Terms.










### Schedule 3: Collaboration agreement

Not applicable



## Schedule 4: Alternative clauses

Not applicable



## Schedule 5: Guarantee

Not applicable

## 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 Clause 2 (Services) 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 Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.
<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 UK 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 Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<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>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK 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>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
<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>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

<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 Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the 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> <li>• a Dun &amp; Bradstreet rating of 10 or less</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>	<p>As set out in clause 11.5.</p>

<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 Buyer'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, 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>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 [REDACTED] 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 Schedule 6.
<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 UK GDPR.



<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK 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 GCloud 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 Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<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-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-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 GCloud 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: UK GDPR Information


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



## Annex 1: Processing Personal Data

Details of the relevant data processing provisions governing the Document Verification Services are stated within Annex 1 of the Service Schedule (Document Verification Standalone App) of the Supplier Terms.





## Schedule 8: Supplier Terms

The parties agree that under paragraph 3.3 of the Service Level Schedule in the Supplier Terms, the following sentence shall be added:

"For the avoidance of doubt, the Client is not subscribing to API Consume Results."

## Services Agreement (CallValidate UK, Document Verification (Standalone App))

This Agreement is made between:

- (1) TransUnion International UK Limited (registered in England and Wales with company number 03961870) the registered office of which is at One Park Lane, Leeds, West Yorkshire, LS3 1EP ("TransUnion"); and
- (2) The Health and Social Care Information Centre (which is a non-departmental body created by the Health and Social Care Act 2012, and) known as 'NHS Digital' (registered in England and Wales with company number N/a) the registered office of which is at NHS Digital, 7 and 8 Wellington Place, Leeds, LS1 4AP (the "Client").

The Client wishes TransUnion to provide certain services to the Client and TransUnion wishes to provide such services. This Agreement sets out the parties' understanding as to the terms on which such services shall be provided. By signing this front page the parties agree to be bound by the terms of this Agreement.

This Agreement comprises:

- this front page;
- Primary Schedule;
- Service Schedule (CallValidate UK Online);
- Service Schedule (Document Verification (Standalone App) Online);
- Payment Schedule;
- and the General Terms attached to it.

This Agreement shall be interpreted subject to (to the extent of any inconsistency, in descending order of precedence) any relevant Service Conditions contained within a Service Schedule, the Primary Schedule, the General Terms, any Notes in the Payment Schedule and any other part of the Schedules.

Signed for and on behalf  
of TransUnion International UK Limited

Signed for and on behalf of The Health and Social Care Information Centre  
(which is a non-departmental body created by the Health and Social Care Act 2012, and known as 'NHS Digital').

## PRIMARY SCHEDULE

### TRANSUNION INFORMATION

Full Name: TransUnion International UK Limited  
Company Number: 03961870  
Registered Office Address: One Park Lane, Leeds, West Yorkshire, LS3 1EP  
Telephone Number: 0113 244 1555  
E-Mail: clientservicedesk@transunion.co.uk (for support and queries)

### CLIENT INFORMATION

Full Client Name: The Health and Social Care Information Centre (which is a non-departmental body created by the Health and Social Care Act 2012, and) known as 'NHS Digital'.  
Registered Office Address: NHS Digital, 7 and 8 Wellington Place, Leeds, LS1 4AP  
Trading Address: As above

### AUTHORISED DATA PROCESSOR INFORMATION

- third party contractors of the Client who are accessing the Services and/or the Output on the Client's premises.

Notwithstanding the provisions of clause 5.2 of the General Terms, the Client may engage the Authorised Data Processor to use any Online Services (and/or the Output of any Consultancy or Batch Services) for the Permitted Purpose on the Client's behalf provided that the Client enters into (and enforces) a written contract with the Authorised Data Processor including obligations that: (i) the Authorised Data Processor only uses such Services (and/or such Output) on behalf of the Client for the Permitted Purpose and then only for the duration of the relevant licence granted under this Agreement; (ii) (unless expressly authorised in writing by TransUnion) the Authorised Data Processor does not under any circumstances use such Services (and/or such Output) on its own behalf or on behalf of a third party; and (iii) the Authorised Data Processor shall comply with provisions materially similar to clauses 5.2, 7, 8, 9, 13, 16 and 22 of the General Terms and any applicable Service Conditions as if it were the Client.

### FREEDOM OF INFORMATION

These additional Service Conditions shall apply when the Client is (or is acting on behalf of) a Public Authority (as defined below).

- In respect of these Service Conditions, the following additional definitions apply:  
"EIR" means the Environmental Information Regulations 2004 and/or the Environmental Information (Scotland) Regulations 2004 (as applicable);  
"FoIA" means the Freedom of Information Act 2000 and/or the Freedom of Information (Scotland) Act 2002 (as applicable);  
"Public Authority" means (i) a public authority or a Scottish public authority as defined in section 3 of FoIA; or (ii) any other organisation otherwise subject to the requirements of FoIA or EIR.
- If the Client receives a request for information under FoIA or EIR which relates to the subject matter of this Agreement, including any of the Confidential Information or Output disclosed to the Client, the Client shall (and shall ensure that any agent or sub-contractor of the Client shall) use all reasonable endeavours to:
  - inform TransUnion that the request has been received and provide TransUnion with full details of the request as soon as practicable and in any event within three working days of its receipt; and
  - consult with TransUnion before any information is disclosed in response to the request, which shall include consultation as to the application of any exemptions to disclosure under FoIA or EIR and as to the content of any information to be disclosed.

### DURATION

Unless otherwise agreed in respect of a particular Service Schedule, the duration of this Agreement for the purposes of clause 2 of the General Terms shall be set out in the G-Cloud Call Off Contract.

## SERVICE SCHEDULE CALLVALIDATE UK (ONLINE)

### 1. DESCRIPTION OF THE SERVICES

In this Service Schedule, the Services shall comprise the following:

#### Online Service(s):

- 1.1 CallValidate UK, comprising:
  - CallID Enhanced
  - CallID Value Added Service: Deceased Check
  - CallID Value Added Service: Alternate Address Link
  - NCOA® Alert
- 1.2 Set up and maintenance of a standalone API, for delivery of the Online Service listed above

### 2. PERMITTED PURPOSE

#### 2.1 CallValidate UK:

To make internal business decisions in respect of identity verification to support an inbound financial transaction relationship, for the Client's internal business purposes only.

### 3. SERVICE SCHEDULE DURATION

As set out in the Primary Schedule.

### 4. SERVICE CONDITIONS

For the purpose of this Service Schedule, the following additional definitions shall apply:

#### 4.1 Definitions applicable to the NCOA® element of CallValidate UK:

“**Applicant**” means an Applicant for, or prospective or existing customer of, the Client's products or services whose identity needs to be validated;  
 “**Applicant Record**” means the name and address (and, where available, the date of birth) of an Applicant which have been lawfully and fairly obtained by the Client for the purpose of verifying the Applicant's identity in relation to a product or service of the Client;  
 “**Data Protection Legislation**” means the Data Protection Act 2018, the General Data Protection Regulation (GDPR) (EU) 2016/679 and its UK equivalent, and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any legislation and/or regulations implementing them or made in pursuance of them including where applicable the guidance and codes of practice issued by the Information Commissioner;  
 “**EEA**” means the European Economic Area which (as at the Agreement Signature Date) comprises the European Union Member States plus Iceland, Liechtenstein and Norway;  
 “**Intellectual Property Rights**” means all intellectual property rights including copyright and related rights, database rights, trade marks and trade names, patents, topography rights, design rights, trade secrets, know-how, and all rights of a similar nature or having similar effect which subsist anywhere in the world, whether or not any of them are registered and applications for registrations, extensions and renewals of any of them;  
 “**NCOA® Alert Database**” means a database containing Redirection Data;  
 “**New Address**” means the address specified by a redirection customer as that to which mail should be redirected;  
 “**Outputs**” means those data fields within or derived from the NCOA® Alert Database which TransUnion may incorporate into the creation of a Score or provide to the Client in accordance with paragraph 4.3.4;  
 “**Old Address**” means the address specified by a Redirection Customer as that from which mail should be redirected;  
 “**Permitted Purpose**” means the use of Scores and (where applicable) Outputs for the explicit purpose of preventing fraud or investigating whether fraud is being committed, relating to the Applicant or the Old Address in the course of validating information provided by the Applicant;  
 “**Redirection Data**” means data collected from the redirection forms completed by redirection customers who wish to use Royal Mail's service for the redirection of mail whereby mail which has been addressed to an Old Address is redirected to and delivered at the relevant New Address;  
 “**Reseller Agreement**” means Royal Mail's agreement with TransUnion under the terms of which Royal Mail licenses TransUnion to use NCOA® Alert Data to create, modify, provide and/or enhance the NCOA® Alert Service;  
 “**Royal Mail**” means Royal Mail Group Limited, a company registered in England & Wales under registered number 04138203 whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ; and  
 “**Score**” means the risk allocation assigned to an Applicant Record by TransUnion following a match against Redirection Data using a pre-determined scoring mechanism.

#### 4.2 These Service Conditions shall apply in respect of the Services pursuant to this Service Schedule.

- 4.2.1 In respect of the CallValidate UK Service, the Client grants to TransUnion a non-exclusive, irrevocable, perpetual licence to copy, store, use and sub-license the Input (including the electronic mail and internet protocol addresses that form part of the Input) to enable TransUnion to provide services to its clients in which the Input is used to assist with identity verification and prevention of fraud/money laundering.
- 4.2.2 For the avoidance of doubt, the Input (or any part thereof) will not be used by TransUnion or any subcontractor(s) (as the case may be), to initiate contact with the Client's customers for direct marketing purposes.
- 4.2.3 Paragraphs 4.2.1 and 4.2.2 shall survive the expiry or termination of this Agreement.
- 4.2.4 The Client warrants to TransUnion that, in compliance with the Applicable Law (including the Data Protection Legislation), appropriate notices have been given to its customers, that the data provided by those customers, may be processed in the manner described in paragraph 4.2.1 above. Such notice shall include a link to the TransUnion Bureau Privacy Notice, currently available at <https://www.transunion.co.uk/legal-information/bureau-privacy-notice> (or such replacement URL as notified to the Client from time to time).
- 4.2.5 Details of the configuration of the Services for the Client shall be agreed between the parties.
- 4.2.6 The Client agrees that it shall only use the CallValidate UK Service (including the elements set out in paragraph 1.1 above) in respect of customers who are residents of the UK, Isle of Man or the Channel Islands.

#### 4.3 These Service Conditions shall apply in respect of the NCOA® Alert element of the CallValidate UK Service pursuant to this Service Schedule.

- 4.3.1 The use by the Client of the NCOA® Alert Service is also subject to the following terms (“**Minimum Terms**”) which are imposed by Royal Mail. In the event of any inconsistency between the definitions set out in these Service Conditions and those in the General Terms, the definitions in these Minimum Terms shall apply to the extent of any inconsistency. The Client acknowledges and agrees that in respect of the NCOA® Alert Service, the Permitted Purpose set out in these Service Conditions overrides the Permitted Purpose contained in this Service Schedule.
- 4.3.2 **Licence**
- 4.3.2.1 In consideration of the Client complying with these Minimum Terms, TransUnion grants to the Client a non-exclusive, non-transferable, revocable sub-licence in the United Kingdom and the EEA to access and use the Scores and Outputs for the Permitted Purpose (as defined in these Service

Conditions) only.

- 4.3.2.2 At any time during the term of this Agreement, on the provision of reasonable written notice from TransUnion, the Client shall respond to Royal Mail's reasonable questions for the purpose of verifying the Client's compliance with these Minimum Terms.

#### 4.3.3 Scores

- 4.3.3.1 Scores are compiled by TransUnion using the results of matching Redirection Data and third party data against each Applicant record, and are therefore not based solely on Redirection Data. Royal Mail gives no assurance, commitment or warranty as to the accuracy or validity of any Score.

#### 4.3.4 Outputs

- 4.3.4.1 Outputs relating to a particular Applicant Record indicating that a match has been achieved against the Redirection Data will only be made available to the Client where TransUnion achieves a name and address level match when processing the Applicant Record against Redirection Data.
- 4.3.4.2 The Client may only use Outputs for a one-off Applicant validation and only in accordance with the Permitted Purpose. All Outputs from the NCOA® Alert Service must be deleted from the Client's systems within seven days of receipt.
- 4.3.4.3 The Client must not modify or alter any Outputs or manipulate such Outputs other than to develop a risk based score in relation to the relevant Applicant. This score must include third party data analysis as well as Output analysis before a decision is made in relation to the relevant Applicant. Royal Mail gives no assurance, commitment or warranty as to the accuracy or validity of any such score.

#### 4.3.5 Liability of Royal Mail

- 4.3.5.1 The Client agrees that Royal Mail will not be liable for any loss or damage (whether direct or indirect) however arising from the use by the Client of any Scores or Outputs, with the exception of death or personal injury caused by Royal Mail's negligence.
- 4.3.5.2 The Client acknowledges that Royal Mail will not be liable to the Client in respect of its use of the NCOA® Alert Service.
- 4.3.5.3 The Client acknowledges that Royal Mail will not be obliged in any circumstances to provide Redirection Data or related services directly to the Client.

#### 4.3.6 Property Rights in Redirection Data

- 4.3.6.1 The Client acknowledges and agrees that the NCOA® Alert Service contains NCOA® Alert Data, which is licensed to TransUnion by Royal Mail Group Limited.
- 4.3.6.2 The Intellectual Property Rights in any Outputs supplied to the Client as part of its use of the NCOA® Alert Service shall remain at all times the property of Royal Mail.
- 4.3.6.3 The Client will not do or permit the doing of anything within its control which will prejudice in any way whatsoever the name of Royal Mail or the rights of Royal Mail in the Outputs and will give immediate notice to Royal Mail upon the Client becoming aware of anything which may prejudice the name of Royal Mail or the rights of Royal Mail in the Outputs.
- 4.3.6.4 The Client undertakes to Royal Mail that it will give immediate notice to Royal Mail upon its becoming aware of any unauthorised use of any Scores, Outputs or any other Intellectual Property Rights of Royal Mail.
- 4.3.6.5 Royal Mail may bring any action for any such unauthorised use on behalf of itself and at its cost and the Client shall co-operate fully in any such action. The Client is not granted any separate right of action relating to Royal Mail's Intellectual Property Rights in respect of any such unauthorised use and disclaims any such separate right that it may have insofar as such a disclaimer is permitted by law.

#### 4.3.7 Data Protection

- 4.3.7.1 The Client acknowledges that these Minimum Terms are structured in order to comply with the Data Protection Legislation.
- 4.3.7.2 The Client undertakes that it will not do or omit to do any act which would place it or Royal Mail in breach of the Data Protection Legislation.
- 4.3.7.3 The Client acknowledges and agrees that it is the factual arrangement between parties which dictates the role and status of each party under Data Protection Legislation in respect of processing any personal data. Notwithstanding the foregoing, Royal Mail anticipates that Royal Mail and the Client shall, each separately determine the purposes for which and the manner in which any personal data is required to be processed, and therefore, are each a data controller in respect of such personal data.
- 4.3.7.4 Each party undertakes to the other that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with these Minimum Terms.
- 4.3.7.5 The Client must not disclose or pass any Outputs outside the United Kingdom and EEA without the prior written consent of Royal Mail.

#### 4.3.8 Information security

- 4.3.8.1 The Client in relation to the security of Outputs and Scores whilst in the Client's possession shall:
- 4.3.8.2 agree to comply with TransUnion's information security policy and any other information security requirements, policies or procedures notified by TransUnion to the Client;
- 4.3.8.2.1 protect all Outputs and Scores from unauthorised access, damage, disclosure, loss and interference, whether intentional or accidental;
- 4.3.8.2.2 ensure that all allowed destruction of all Outputs and Scores is carried out in a manner that avoids unauthorised or accidental disclosure of the Outputs and Scores;
- 4.3.8.2.3 ensure that all Outputs and Scores stored in paper form or in electronic storage devices, once no longer needed, are shredded or disposed of in a secure manner; and
- 4.3.8.2.4 notify Royal Mail of any unauthorised or unlawful disclosure or use of the Outputs and Scores of which the Client becomes aware.

#### 4.3.9 General

- 4.3.9.1 TransUnion may terminate this Agreement or the NCOA® Alert Service (including the provision of Outputs and Scores) with immediate effect if the Client brings Royal Mail into disrepute or fails to comply with these Minimum Terms.
- 4.3.9.2 If the Reseller Agreement expires or is terminated for any reason, the provision of the NCOA® Alert Service will automatically be terminated.
- 4.3.9.3 The Client acknowledges and agrees that these Minimum Terms are given for the benefit of Royal Mail and that Royal Mail may enforce the benefits conferred on it under these Minimum Terms as if it were a party to this Agreement so far as it relates to the NCOA® Alert Service in accordance with the Contracts (Rights of Third Parties) Act 1999. The Client further acknowledges and agrees that Royal Mail shall bring any action for any unauthorised use of its Intellectual Property Rights on its own behalf. This paragraph 4.3.9.3 shall be an express exception to clause 23.1 of the General Terms in respect of the Contracts (Rights of Third Parties) Act 1999.
- 4.3.9.4 Except as set out at paragraph 4.3.9.3 above, a person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- 4.3.9.5 Except to the extent otherwise permitted by the Reseller Agreement these Minimum Terms may not be varied by the Client or TransUnion without the prior written consent of Royal Mail. This paragraph 4.3.9.5 shall be an express exception to clause 23.2 of the General Terms.
- 4.3.9.6 These Minimum Terms are governed by English law.
- 4.3.10 The Client acknowledges that the NCOA® Alert Service shall not include the use of or the provision of the Redirection Data in any circumstances in which it is envisaged under Chapter II of the Regulation of Investigatory Powers Act 2000 ("RIPA") that a notice would be issued by or on behalf of the Client under and in accordance with section 22 of that Act requiring the disclosure of the relevant Redirection Data (taking into account the Code of Practice on Acquisition and Disclosure of Communications Data issued pursuant to section 71 of that Act).
- 4.3.11 The Client agrees that it does not require the provision of any Redirection Data such that it is envisaged under Chapter II of the Regulation of Investigatory Powers Act 2000 that a notice will be issued under section 22 of that Act requiring the disclosure of the relevant Redirection Data for

any purpose and the Client undertakes that if it shall require any Redirection Data as so envisaged under RIPA, it will use and apply the notice procedure provided for in section 22 of that Act to obtain such Redirection Data.

- 4.3.12 The parties agree that any pre-existing service level targets in force between the Client and TransUnion in respect of the CallValidate UK Service do not apply to the provision of the NCOA<sup>®</sup> Alert element.













## ANNEX 1 – DATA PROCESSING DOCUMENT VERIFICATION (STANDALONE APP)

This Data Processing Annex records certain details concerning the processing to be performed by TransUnion acting as a processor of personal data on behalf of the Client pursuant to this Agreement. TransUnion may give notice to the Client of changes to the Data Processing Annex from time to time but only to the extent necessary to comply with record keeping obligations under the Data Protection Legislation.

### Identity of the processor(s) and controller

**Processor:** TransUnion International UK Limited (company number 03961870), registered office: One Park Lane, Leeds, West Yorkshire LS3 1EP

**Controller:** The Health and Social Care Information Centre (which is a non-departmental body created by the Health and Social Care Act 2012, and) known as 'NHS Digital'.

### A. Subject matter of the processing

Where taken by the Client, SMS/Email Management involves the Sub-processor sending out to End Users a secure email or SMS text message which directs the End User to download the Standalone App and/or to access the Client's website (as appropriate).

The Transactional Processing involves the Processing Input being captured by the Solution and transferred to the Sub-processor for proprietary analysis and matching. Unless requested otherwise by the Client, the Processing Output is then stored by the Sub-processor in the Hosted Database for later access by the Client.

### B. Duration of the processing

As set out in paragraph 3 of this Service Schedule (Service Schedule Duration), subject to earlier deletion of the data in accordance with paragraph H below.

### C. Nature and purpose of the processing

- (i) SMS/Email management (if this Additional Service is taken)
  - Storage and use of End User email addresses and/or mobile telephone numbers.  
**Purpose:** to contact End User with details of access to the Solution.
- (ii) GIID Verification:
  - collection of Processing Input from End User;
  - application of optical character recognition and extraction of the End User's personal data ("OCR Extraction");
  - (where appropriate) extraction of the MRZ Data from the GIID;
  - (where appropriate) reading of the eChip from the GIID;
  - (where appropriate) scanning of the Barcode Data from the GIID;
  - (where appropriate) extraction of Geolocation Data;
  - proprietary assessment of the End User's Photo ID to identify potential anomalies;

Biometric Matching (where taken):

  - biometric comparison of the Live Face, the Document Face and, where applicable, the e-Chip Face;

Secondary Document Processing (where taken):

  - capture and (where Secondary Document has been enrolled) OCR Extraction;  
**Purpose:** to enable Processing Output to be created.
- (iii) Hosted Database:
  - sorting, saving and storage of the Processing Input and Processing Output;
  - retrieval of Processing Output from the Hosted Database to the Admin Portal User's terminal via the Admin Portal (where appropriate);
  - retrieval of Processing Output by the Client using API Consume Results (where appropriate);
  - deletion of data in accordance with Client instructions (see paragraph H below).  
**Purpose:** to enable access, Exception Handling and for record-keeping purposes).
- (iv) TransUnion Client Service Desk:
  - collection of Client User Data  
**Purpose:** for incident reporting, data subject rights requests and Client service support.

**Overall purpose** of processing: to facilitate Client permitted purpose for the Services, i.e. (1) To assist the Client with identity verification and/or anti-money laundering and/or the detection/prevention of fraud or financial crime; and (2) to enable the Client to extract data from GIIDs and/or Secondary Documents, in each case for the Client's internal business purposes only.

### D. Types of personal data

- (v) **Client User Data**
  - Client Username
  - Email address
  - Telephone number
  - Log in details
- (vi) **SMS/Email Management** (if applicable)
  - End Username
  - Email address and/or mobile telephone number

#### (vii) Processing Input and Processing Output

GIID Image

Secondary Document Image(s) (where Secondary Document Processing is taken)

Depending on the GIID Image (and, where relevant, the Secondary Document Image) that has been uploaded), some or all of the following data may be processed:

- Full name and title
- Address
- Date of birth
- Place of birth
- Gender

- Nationality
- GIID reference number, e.g. passport number, driver's licence number

Where Biometric Matching is taken, special category personal data (biometric data) will be processed in the form of measurements and calculations derived from the Live Face, the Document Face and (where relevant) the eChip Face.

Where Secondary Document Enrolment has been undertaken, additional personal data may be processed, depending on which data fields the Client has determined shall be extracted via OCR.

(viii) **Device Metadata** (if captured)

- Geolocation data
- Device make and model
- Operating system

(ix) The personal data processed will also include a

- Client identifier for each End User; and a
- Sub-processor identifier for each End User.

#### **E. Categories of data subject**

End Users who wish to purchase or consume products/services provided by the Client.

#### **F. Security of processing**

As set out in paragraph 4.13.3 of this Service Schedule and as further detailed within TransUnion's information security policies from time to time.

#### **G. Transfers of personal data outside the UK and EEA**

There will be no transfers of data outside the UK and EEA.

#### **H. Ongoing data retention and deletion**

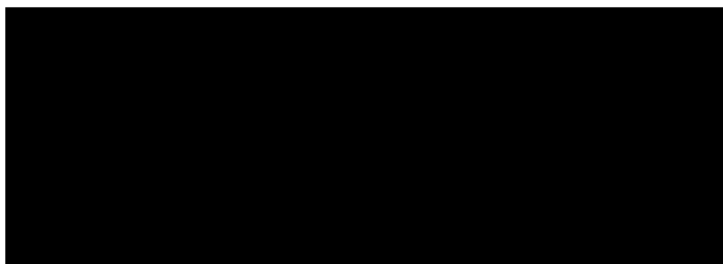
Personal data relating to each transaction (including the Processing Input and the Processing Output) will be retained by the Sub-processor in the Hosted Database for the time to live ("TTL") period in accordance with the Client's documented instructions, as set out in the Client Order Request Form at Annex 2 to this Service Schedule, after which time it shall be permanently and irrevocably deleted and destroyed.

- Client User Data  
For the duration of the Agreement.
- End User Communications Data (if appropriate)  
Client-specified TTL as captured in the Client Order Request Form
- Processing Input and Processing Output in Hosted Database  
Client-specified TTL as captured in the Client Order Request Form
- Device Metadata (if appropriate)  
Client-specified TTL as captured in the Client Order Request Form

For the avoidance of doubt, whether the Client is taking the API Consume Results and/or has prima facie access to the Admin Portal, where the Client has specified a TTL of zero no personal data will be retained by the Sub-processor.

#### **I. Data retention or deletion upon completion of Services**

On termination of this Service Schedule, TransUnion shall procure that the Sub-processor shall, unless prohibited from doing so by law, securely delete or destroy any remaining personal data contained relating to the Services in its possession or control.



**ANNEX 2 – CLIENT ORDER REQUEST FORM  
DOCUMENT VERIFICATION (STANDALONE APP)**

DOCUMENT VERIFICATION SERVICES	OPTIONS SELECTED		
SOLUTION	Standalone App		
PURCHASE OPTION	T3		
PRODUCT COMPONENTS	GIID Verification Biometric Matching Secondary Document Processing		
ADDITIONAL SERVICES			
DEVICE METADATA CAPTURE	OFF		
DATA RETENTION:	Time to live (“TTL”):		
Client User Data	90 days		
Processing Input and Processing Output	90 days		

**ANNEX 3 – SERVICE LEVEL SCHEDULE  
DOCUMENT VERIFICATION (STANDALONE APP)**

This Service Level Schedule is applicable in relation to the Standalone App Solutions only.

## **ANNEX 3 – SERVICE LEVEL SCHEDULE**

### **DOCUMENT VERIFICATION (STANDALONE APP)**



## 1 INTERPRETATION

### 1.1 Definitions

Words and expressions in this Annex 3 shall have the same meanings as defined in the Agreement Service Schedule.

For the purposes of this Annex 3 only, the following expressions shall have the following meanings:

<b>'ASA'</b>	shall bear the meaning given to it in paragraph 3.1;
<b>'APT'</b>	shall bear the meaning given to it in paragraph 3.2;
<b>['ASR'</b>	shall bear the meaning given to it in paragraph 3.3;]
<b>'Document Verification Service(s)'</b>	means, for the purposes of this Schedule Level Schedule only, the Product Components selected by the Client (and set out in the Description of the Services) and provisioned under the Client's chosen Solution(s), which implement the Transactional Processing, but excluding the provision of SMS Management and/or Email Management, where taken;
<b>'TransUnion Server'</b>	means, with respect to any Document Verification Service(s) including, where applicable, API Consume Results, a computer program or device controlled by TransUnion that provides database functionality for such services;
<b>'Generally Excluded Time'</b>	means, for the Document Verification Service(s) including, where applicable, API Consume Results, any time accounted for by any of the following: <ul style="list-style-type: none"> <li>• disruption of the Document Verification Service(s) including, where applicable, API Consume Results by reason of the Client's default;</li> <li>• any problems caused by the Client's equipment or systems;</li> <li>• any problems caused by the Client not using the Document Verification Service(s) including, where applicable, API Consume Results in the agreed manner, for example if 'screen scraping' is implemented on the web browser interface;</li> <li>• any incidents/service requests/general queries which are not reported to TransUnion's Client Service Desk in the manner described in paragraph 4.1;</li> <li>• any disruption of the Document Verification Service(s) including, where applicable, API Consume Results, which is caused by an Event of Force Majeure (as described in clause 14.1 of the General Terms and also referred to in paragraph 4.2.2 of the Service Schedule);</li> <li>• incidents/service requests/general queries experienced beyond the point where responses to transactions are presented to TransUnion's interface with the appropriate telecommunications channels including, without limitation, the public Internet and/or private leased lines;</li> <li>• TransUnion's planned maintenance downtime;</li> <li>• any downtime requested or agreed to by the Client;</li> </ul>
<b>'Month Hours'</b>	means the total number of hours in the relevant calendar month for which the TOP and ASA are being calculated. For example: for April - 24x30=720 hours or for December - 24x31=744 hours;
<b>'Outage Incident End' ('OIE')</b>	means the time at which service availability for the Document Verification Service(s) including, where applicable, API Consume Results can be demonstrated by TransUnion to be resumed, as validated by the Service Monitoring System;
<b>'Outage Incident Start' ('OIS')</b>	means the time at which, for any the Document Verification Service(s) including, where applicable, API Consume Results, an outage has been: i) reported to TransUnion's Client Service Desk (in the manner defined in paragraph 4.1); and ii) validated by the Service Monitoring System;
<b>'Outage Period'</b>	means the period of time between the OIS and the OIE for any distinct outage;
<b>'Service Response Time'</b>	means, for API Consume Results, the period of time starting at the time at which a request is received at the relevant TransUnion Server(s) and ending at the time at which the relevant TransUnion Server(s) presents the corresponding reply to the appropriate telecommunications channels, less any Outage Periods during such time and any Generally Excluded Time, as measured by the Service Monitoring System;
<b>'Service Monitoring System'</b>	means the collection of systems and processes employed and maintained by TransUnion to monitor, inter alia, the Document Verification Service(s) including, where applicable, API Consume Results;

<b>'Standard Business Day'</b>	means a day that contains Standard Business Hours;
<b>'Standard Business Hours'</b>	means 0730hrs–1800hrs local UK Time, Monday to Friday, excluding public holidays in England;
<b>'Total Outage Period' ('TOP')</b>	<p>means, for the Document Verification Service(s) including, where applicable, API Consume Results, the sum of all Outage Periods for such services within any calendar month, less any Generally Excluded Time:</p> <p><i>For example, if there were two Outage Periods within a single month:</i></p> <p><i>OIS1 = 0400hrs on 04.01.2020; OIE1 = 0410hrs on 04.01.2020</i></p> <p><i>OIS2 = 0522hrs on 23.01.2020; OIE2 = 0533hrs on 23.01.2020</i></p> <p><i>Then (providing none of these outages were due to any Generally Excluded Time or other exclusions):</i></p> <p><i>TOP = (OIE1-OIS1) + (OIE2-OIS2)</i></p> <p><i>In this example, TOP = (0410-0400) + (0533-0522) = (10 minutes) + (11 minutes) = 0 hours 21 minutes.</i></p> <p>If the OIS of a particular Outage Period falls in a different month to the OIE, for example: <i>OIS = 23.00 on 31.01.2020; OIE = 00.30 on 01.02.2020</i>, an OIE shall be deemed to have occurred at 23.59 on the last day of the month of the OIS and an OIS shall be deemed to have occurred at 00.00 on the first day of the month of the OIE;</p>
<b>'TransUnion'</b>	where referred to within this Annex 3 only, shall mean TransUnion and/or its Sub-processor.

**2.2** All calculations in this Service Level Schedule shall account for changes to the legal time applicable to the Document Verification Service(s) including, where applicable, API Consume Results. For example, in the case of an outage:

*If the OIS is 00.50am on the day on which British Summer Time commences and the OIE is at 02.10am that same day, the Outage Period will be 20mins.*

*Conversely, if the OIS is 00.50am on the day on which the local time in the UK reverts to GMT and the OIE is at 2.10am that same day, the Outage Period will be 2h 20mins.*

### 3 DEFINITIONS OF SERVICE MEASURES

#### 3.1 Average Service Availability – Formula

**3.1.2** The ASA metric shall represent an aggregate measure across the Document Verification Service(s) including, where applicable, API Consume Results, such that an outage to any service in isolation will contribute independently to the Total Outage Period, and such that a concurrent outage to multiple services will contribute singularly to the Total Outage Period.

**3.1.3** For the purposes of this Schedule, the Service Monitoring System in respect of the Document Verification Service(s) including, where applicable, API Consume Results, shall be the exclusive source of evidence for all matters of fact required to facilitate all calculations to be made pursuant to this Schedule.

#### 3.2 Average Processing Time

**3.2.1** The average of time taken for the Document Verification Service(s) to complete Transactional Processing ('Average Processing Time' or 'APT') over a calendar month.

**3.2.2** For the purposes of this Schedule, APT obligations and calculations shall apply to the Document Verification Service(s) but shall exclude API Consume Results, admin and audit functionality.

#### 3.3 Average Service Response (NB: only applicable where API Consume Results is taken)

**3.3.1** The average of Service Response Times ('Average Service Response' or 'ASR') as measured over a calendar month.

**3.3.2** For the purposes of this Schedule, ASR obligations and calculations shall apply to API Consume Results only and shall exclude all other aspects of the Document Verification Service(s), admin and audit functionality.

**3.3.3** For the purposes of this Schedule, the Service Monitoring System in respect of the API Consume Results service shall be the exclusive source of evidence for all matters of fact required to facilitate all calculations to be made pursuant to this Schedule.

#### 3.4 Targets

TransUnion shall use reasonable endeavours to provide the Document Verification Service(s) including, where applicable, API Consume Results, so as to achieve the following target service levels (the 'Target Service Levels') calculated for the Document Verification Service(s) including, where applicable, the API Consume Results as described in 3.1.1, 3.2.1 and 3.3.1.

Measure	Target Service Level	Measurement Period
ASA	98.5%	Monthly
APT	30 seconds	Monthly
ASR	3 seconds	Monthly

#### 3.5 Calculation and Payment of Service Credits

Any service credits shall comprise a refund of a percentage of the transaction charges paid for the Document Verification Service(s) by the Client to TransUnion in respect of the month in which the Target Service Levels have not been achieved for the relevant services as specified in the table(s) below.

Any service credits payable for a particular month shall be detailed in the service report issued to the Client in the following month. Service credits shall be deducted from the invoice presented to the Client for the month following the month in which the ASA was not achieved.

For the avoidance of doubt service credits represent a genuine pre-estimate of the loss suffered by the Client and their payment and calculation in the manner herein defined shall constitute the sole remedy to the Client for any interruption in availability of the services provided or any other failure to achieve any service level set out in this Schedule whatsoever.

#### 4. INCIDENT MANAGEMENT PROCESS

##### 4.1 Contacting TransUnion's Client Service Desk

If the Client experiences incidents or has service requests/general queries relating to the Document Verification Service(s), these should be reported to TransUnion's Client Service Desk as below:

Standard Business Hours	
Telephone	0845 120 1222
Email	ClientServiceDesk@transunion.co.uk

All other times, including Saturdays, Sundays and public holidays in England	
Telephone	0845 120 1222

TransUnion is responsible for advising the Client in writing of any changes to the above contact details. Upon receipt by the Client of such written notice, the above tables shall be deemed amended automatically in accordance with TransUnion's written notification.

WARNING: TransUnion cannot take responsibility for any consequences arising due to transmission by (or on behalf of) the Client of any data and information, such as passwords, as part of the incidents/service requests/general queries notification process.

##### 4.2 Contacting the Client

If TransUnion needs to contact the Client for issues related to the service(s) (e.g. non-availability) or in addition to a response to particular incidents/service requests/general queries raised by a caller of the Client where the caller has provided contact details, this should be as below:

Standard Business Hours	
Primary Technical Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client]
Email	[for completion by Client]
Alternate Technical Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client]
Email	[for completion by Client]
Primary Business Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client]
Email	[for completion by Client]
Alternate Business Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client]
Email	[for completion by Client]

All other times, including Saturdays, Sundays and public holidays in England	
Primary Technical Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client – provide an on-call mobile or a landline that will be forwarded to an on-call mobile]
Alternate Technical Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client – provide an on-call mobile or a landline that will be forwarded to an on-call mobile]
Primary Business Contact	
Name	[for completion by Client]
Title	[for completion by Client]
Telephone	[for completion by Client – provide an on-call mobile or a landline that will be forwarded to an on-call mobile]
Alternate Business Contact	
Name	[for completion by Client]
Title	[for completion by Client]

Telephone	[for completion by Client – provide an on-call mobile or a landline that will be forwarded to an on-call mobile]
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The Client is responsible for advising TransUnion's Client Service Desk of any changes to the above contact details and for providing written confirmation to TransUnion after doing so. Such written confirmation may be provided via email to TransUnion's Client Management Team in accordance with paragraph 4.10 below. Upon its receipt by TransUnion, the above tables shall be deemed amended automatically in accordance with the Client's written confirmation.

#### 4.3 Details Required when Reporting Incidents/Service Requests/General Queries

When reporting incidents/service requests/general queries the following information should be provided by the Client:

- 1) caller company name;
- 2) caller department;
- 3) where appropriate, the name and User ID of user and organisational unit ID;
- 4) name of person reporting the incident/service request/general query if different from 3);
- 5) contact telephone number;
- 6) email address;
- 7) the Solution that the incident/service request/general query relates to;
- 8) a brief description of the observed consequences of the incident/service request/general query and ideally a screen print if appropriate;
- 9) the Transaction ID, where appropriate;
- 10) a brief description of any actions taken by the Client in trying to resolve the incident/service request/general query so far; and
- 11) any additional information that may be requested by TransUnion from time to time that is relevant to the particular incident/service request/general query.

#### 4.4 Allocated Ticket Number

TransUnion's Client Service Desk shall allocate the caller a unique ticket number. This ticket number must be quoted in all subsequent discussions with the Client Service Desk about that particular incident/service request/general query.

#### 4.5 Assigned Priority Level

TransUnion shall assign a priority level to each reported incident/service request/general query, as determined by its nature. The priority levels are as follows:

Priority Level	Impact	Meaning
Priority 1	Critical	The system is down. One or more servers or systems has failed and is completely preventing a service from operating at all. All users of the service have been affected. No work around has been found to exist.
Priority 2	High	The system is experiencing severe problems. One or more of the servers or systems is not operating correctly and is causing severe disruption to an entire service. One or more users have been affected. The problem is mission critical but a work around exists.
Priority 3	Medium	The system is experiencing a limited problem. The scope of the incident is causing a limited user base to experience the problem. The problem is non-mission critical
Priority 4	Low	The general operation of services is not affected. The incident may be either a support request for information or an enhancement

The priority level assigned to an allocated ticket may change, at TransUnion's sole discretion, during the resolution process.

#### 4.6 Responding to Reported Incidents

Incidents reported by the Client to TransUnion's Service Desk in the manner described in paragraph 4.3 above shall be investigated by TransUnion's support personnel.

TransUnion's response and escalation notification routes are proportionate to the assigned priority level as summarised below:

Priority Level 1	Inside Standard Business Hours	Outside Standard Business Hours
Call logged, ticket assigned	Within 30 minutes	Within 30 minutes
Progress update	On or within 1 hour	On or within 2 hours
Aim to resolve	Within 4 hours	Within 8 hours
Priority Level 2	Inside Standard Business Hours	Outside Standard Business Hours
Call logged, ticket assigned	Within 30 minutes	Within 30 minutes

Progress update	On or within 1 hour	On or within 2 hours
Aim to resolve	Within 24 hours	Within 24 hours
<b>Priority Level 3</b>	<b>Inside Standard Business Hours</b>	<b>Outside Standard Business Hours</b>
Call logged, ticket assigned	Within 30 minutes	Within 30 minutes
Aim to resolve	Next Release	Next Release
<b>Priority Level 4</b>	<b>Inside Standard Business Hours</b>	<b>Outside Standard Business Hours</b>
Call logged, ticket assigned	Within 30 minutes	Within 30 minutes
Aim to resolve	As mutually agreed	As mutually agreed

All Priority 1 and 2 timings above shall begin to run from the time the incidents/service requests/general queries are reported to the TransUnion Client Service Desk, both inside and outside of Standard Business Hours. All Priority 3 and 4 timings above shall only begin to run from inside Standard Business Hours and shall cease to run at the end of Standard Business Hours.

#### 4.7 Escalation within TransUnion

If the Client considers it necessary, the Client may escalate a request as follows:

##### Inside Standard Business Hours

- TransUnion Client Manager (contact details as set out in paragraph 4.10); or
- TransUnion Client Service Desk (contact details as set out in paragraph 4.1).

##### Outside Standard Business Hours

- TransUnion Client Service Desk (contact details as set out in paragraph 4.1).

TransUnion shall then manage escalation internally on behalf of the Client as follows:

##### Inside Standard Business Hours

- 1) Escalation Point 1 TransUnion Service Desk Manager
- 2) Escalation Point 2 TransUnion Client Manager
- 3) Escalation Point 3 Client Services Director
- 4) Escalation Point 4 TransUnion Managing Director

##### Outside Standard Business Hours

Via on call senior management.

These escalation details may be amended from time to time by TransUnion. Upon receipt of this notice by the Client, the above details shall be deemed amended automatically in accordance with TransUnion's written instructions.

#### 4.8 Service Reporting

Each [quarter/calendar month], TransUnion's Client Management Team shall email the Client with [quarterly/monthly] Document Verification Service(s) reports relating to the Document Verification Service(s). [Quarterly][Monthly] Document Verification Service(s) reports shall be provided for the previous [quarter][calendar month] and shall be provided during the month following that [quarter][calendar month].

If the Client requires these reports to be sent encrypted a written request should be made, via email, to TransUnion's Client Management Team in the manner set out at paragraph 4.10.

#### 4.9 Service Account Reviews

TransUnion's Client Management Team shall make contact with the Client on a quarterly basis, or as otherwise agreed, to discuss service reports and any other issues which may be of relevance to the Document Verification Service(s).

#### 4.10 Contacting TransUnion's Client Management Team

<b>0800hrs-1800hrs Local UK Time, Monday-Friday, excluding public holidays in England</b>	
Telephone	0113 244 1555



Email	CustomerSuccessTeam@transunion.co.uk
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TransUnion is responsible for advising the Client in writing of any changes to the above contact details. Upon receipt of any changes by the Client, the above tables shall be deemed amended automatically in accordance with TransUnion's written notification.

#### 4.11 Planned Maintenance

Ordinarily planned maintenance activities do not result in any non-availability of the services to the Client but this cannot be guaranteed. TransUnion shall contact the Client by email with at least seven (7) calendar days' notification prior to any work anticipated to affect service availability.

Planned TransUnion software and hardware upgrades and releases are conducted within a maintenance window outside of Standard Business Hours. Ordinarily these activities do not result in any non-availability of the Document Verification Service(s) to the Client but this cannot be guaranteed. TransUnion shall contact the Client by email with at least seven (7) calendar days' notification prior to any work anticipated to be affecting services.

TransUnion also reserves the right to apply hotfixes at any time as required, without providing advance notice. However, advance notice will be provided where this is reasonably possible. If the change is an emergency hotfix for which it is not reasonably possible for TransUnion to provide advance notice, then TransUnion shall provide subsequent notification during the next Standard Business Day after the hotfix has been applied.

#### 4.12 Interfacing

Two mechanisms are available for interfacing with Document Verification Service(s) in order to retrieve the Output Data resulting from Transactional Processing: an interactive, person-driven web browser interface (Admin Portal) and an automated Application Programming Interface (API Consume Results).

Where API Consume Results is taken, the Client is responsible for design, implementation, configuration and maintenance of the interface required for its use of the Document Verification Service(s). TransUnion is not responsible for any adverse changes to performance or availability of the Document Verification Service(s) arising from changes to the Client's API interface.

TransUnion does not support the use of screen capture and translation technologies such as 'screen scraping' by the Client. TransUnion reserves the right to make minor changes to the look and feel of the Admin Portal interface at any time. Minor changes include (but are not limited to):

- Amends to textual descriptions, labels or name of any web page elements;
- Changes to font colour, size or alignment of text objects;
- Changes to the position of web page elements within approximately the same area of the screen;
- Changes to the wording in messages returned;
- Changes to the graphical elements to improve the usability of the web browser service, but does not cause a requirement for additional user training.

#### **PAYMENT SCHEDULE**

The fees shall be as stated in the G-Cloud Call Off Contract.



**GENERAL TERMS FOR TRANSUNION SERVICES**  
(END USER VERSION T39-OM1 03/22)

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement (unless the context requires otherwise) the following terms have the following meanings:

**"Agreement Effective Date"** means (unless otherwise stated in the Primary Schedule) the earlier of (i) the Agreement Signature Date; and (ii) the Service Start Date.

**"Agreement Signature Date"** means the date of signature of this Agreement or, if signed by the parties on different dates, the date of the last signature.

**"Applicable Law"** means any law, statute, statutory instrument, bylaw, order of a court of competent jurisdiction and any requirement of any regulatory, fiscal or governmental body to which the relevant party is subject, in all cases to the extent in force from time to time and which applies to the relevant party in undertaking any relevant activity pursuant to or in connection with the Agreement.

**"Authorised Data Processor"** means any third party expressly identified as an Authorised Data Processor in the Primary Schedule.

**"Authorised Group Company"** means in relation to the Client, any other company expressly identified as an Authorised Group Company in the Primary Schedule with which it is under Common Control. A company expressly identified as an Authorised Group Company in the Primary Schedule shall only be an Authorised Group Company for so long as it is a company under such Common Control.

**"Batch Services"** means such part of the Services described as "Batch Services" in a Service Schedule, including (where applicable) the Output of such Services.

**"Claims Management Company"** means any person: (i) carrying out one or more of the activities set out in sections 89G to 89M of FSMA; and (ii) not falling within any of the exemptions at section 89N of FSMA.

**"Client"** means the person or organisation named as the Client on the front page of this Agreement.

**"Client User Data"** shall mean all and any data relating to a Client User's access to the Services, including such data provided to TransUnion to enable the provision of the Services to the Client (for example, to enable TransUnion to create and allocate Client User log ins).

**"Client Users"** shall mean those members of staff of the Client, and those members of staff of any Authorised Data Processor or any Authorised Group Company who are authorised by the Client to access the Services.

**"Common Control"** means where one person Controls another or when two persons are Controlled by a third party, in all cases whether directly or indirectly.

**"Confidential Information"** means all trade secret and confidential or proprietary information of each party including (but not limited to) information concerning its products, services, customers, suppliers, business accounts, financial or contractual arrangements or other dealings, computer systems, test data, software, source and object code, business methods and development plans, contained in any format and whether or not communicated orally and whether or not marked "confidential". Without limiting the above, in the case of the Client's obligations, the term Confidential Information shall be deemed to include the Output and the Documentation and, in the case of TransUnion's obligations, the term Confidential Information shall be deemed to include the Input.

**"Consultancy"** means such part of the Services described as "Consultancy" in a Service Schedule, including (where applicable) the Output of such Services.

**"Control"** means in relation to a company, the power of a person to secure that the affairs of the company are conducted in accordance with the wishes of that person (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other company; or (b) as a result of any powers conferred by the articles of association or any other document regulating that or any other company.

**"Data Management Services"** means such part of the Services described as "Data Management Services" in a Service Schedule, including (where applicable) the Output of such Services.

**"Data Protection Legislation"** means, as applicable, the European Union's Regulation 2016/679 known as the General Data Protection Regulation and the United Kingdom's transposed version of that Regulation (each as applicable, the "GDPR") and any applicable UK legislation that supplements, modifies, implements or applies the GDPR (including the Data Protection Act 2018) and **"personal data"**, **"process"**, **"processor"**, **"controller"**, **"personal data breach"** and **"data subject"** shall have the meanings given to such terms in the Data Protection Legislation.

**"Documentation"** means all user guides provided by TransUnion to the Client in respect of the Services.

**"EEA"** means the European Economic Area, as constituted from time to time.

**"ER Regulations"** means: (i) the Representation of the People (England and Wales) Regulations 2001; (ii) the Representation of the People (Scotland) Regulations 2001; (iii) the Representation of the People (Northern Ireland) Regulations 2008; and (iv) the Registration of Electors Regulations 2003 (regulations enacted within the Isle of Man).

**"FCA"** means the Financial Conduct Authority or successor organisation fulfilling a materially similar regulatory function.

**"Force Majeure Event"** means any cause beyond the reasonable control of the affected party, including any acts of God, flood, drought, earthquake or other natural disaster, epidemic, pandemic, collapse of buildings, fire, explosion, accident, terrorist attack, civil war, civil commotion or riot, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination, sonic boom or electromagnetic pulse, industrial action, failure in telecommunications services or unauthorised interference with either party's systems or services via the internet, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, in all cases including any consequences of, any governmental, regulatory, judicial or industry act undertaken, decision taken or guidance given in response to or otherwise in connection with, any such events or circumstances.

**"FSMA"** means the Financial Services and Markets Act 2000.

**"General Terms"** means these General Terms for TransUnion Services.

**"Input"** means all source data, materials and instructions made available to TransUnion pursuant to this Agreement (including, in respect of any Online Services, data input onto TransUnion's databases) by (or on behalf of) the Client to enable provision of the Services.

**"IPR"** means all copyright and related rights, database rights, trade marks, service marks, trade, business and domain names, rights in trade dress, get-up, goodwill or to sue for passing off, rights in designs, patents or confidential information (including know-how and trade secrets) and any other intellectual property rights, registered or unregistered, in any part of the world.

**"Minimum Security Standards"** means the minimum information security standards to be met by both parties as specified by TransUnion from time to time as the Minimum Security Standards on the web page <https://www.transunion.co.uk/legal/privacy-centre#client-minimum-security>.

**"Notes"** means any additional terms and conditions relating to the charges which are identified as Notes in the Payment Schedule.

**"Online Services"** means such part of the Services described as "Online Services" in a Service Schedule, including (where applicable) the Output of such Services.

**"Output"** means any and all data, scores, results, reports, documents, specifications, flags, models, attributes, software, leads and other materials and information (and all updates of them) in any form to be made available to the Client by or on behalf of TransUnion, including the output from the Services and such output as is described in this Agreement, whether or not appended to the Input.

**"Permitted Purpose"** means, in respect of the Services, the relevant purpose described as such in the relevant Service Schedule.

**"Portfolio Services"** means such part of the Services described as "Portfolio Services" in a Service Schedule, including (where applicable) the Output of such Services.

**"Services"** means the services specified in any Service Schedules that form part of this Agreement, including provision of the Output (to the extent available on relevant databases) and, where applicable, Documentation and Consultancy by TransUnion to the Client including, where agreed between the parties, access to TransUnion's Websites.

**"Service Conditions"** means, in respect of particular Services, the relevant additional terms and conditions described as Service Conditions in a Service Schedule and/or the Primary Schedule.

**"Service Start Date"** means (unless otherwise stated in the Primary Schedule) the earlier of (i) the date of commencement by TransUnion of, or the Client's use of (as the case may be), the Services falling within the scope of this Agreement (as logged by TransUnion's systems); and (ii) 30 days after the Agreement Signature Date.

**"Territory"** means the United Kingdom, or such other geographical area(s) that may be specified in this Agreement.

**"TransUnion"** means TransUnion International UK Limited or (where applicable) another member of the TransUnion Information Group that is involved in provision of the Services, as identified on the front page of this Agreement.

**"TransUnion's Websites"** means all and any areas of internet websites operated by TransUnion from time to time inaccessible to a public user.

**"TransUnion Information Group"** means TransUnion Information Group Limited (registered in England and Wales under company number 4968328) and its subsidiaries from time to time, including TransUnion.

**"Year"** means (i) in respect of the first Year, the period commencing on the Agreement Effective Date until the day before the Year 2 Start Date; and (ii) thereafter, each period of twelve consecutive months commencing on the Year 2 Start Date and each anniversary of that date.

**"Year 2 Start Date"** means (unless otherwise stated in the Primary Schedule) the first anniversary of the Service Start Date.

1.2 References to **"Primary Schedule"**, **"Service Schedule"** and **"Payment Schedule"** shall mean those Schedules identified as such within this Agreement (where applicable), as listed on the front page of this Agreement.

1.3 The Schedules and their contents form part of this Agreement. The order of precedence shall be as described on the front page of this Agreement.

1.4 The headings in this Agreement are for convenience only and do not affect its interpretation.

1.5 A reference to a statute or statutory provision shall be construed as reference to it as from time to time amended, consolidated, modified, extended, re-enacted or replaced and includes all statutory instruments, notices or orders made under it.

1.6 References to clauses and Schedules are to the clauses and Schedules to this Agreement. References to paragraphs are to the paragraphs within the Schedules.

1.7 References to any gender includes any other gender and the singular includes the plural and vice versa.

1.8 Any occurrence of the word "including", "include" or "includes" shall be deemed to be followed by "without limitation" unless the context requires otherwise.

**2 DURATION**

2.1 This Agreement shall be deemed to have commenced on the Agreement Effective Date.

**GENERAL TERMS FOR TRANSUNION SERVICES**  
**(END USER VERSION T39-OM1 03/22)**

2.2 Subject to earlier termination in accordance with its terms, this Agreement shall continue for the duration specified in the Primary Schedule.

**3 SUPPLY OF THE SERVICES AND INPUT**

3.1 TransUnion warrants that it shall use reasonable care and skill in the provision of the Services.

3.2 As the Services are generic in nature and are provided as part of TransUnion's standard service offering, TransUnion may, from time to time, change the form and content of the Services and/or (as the case may be) upgrade or modify any of the methods used to access the Services, including by way of a new minor version release. In such circumstances, TransUnion shall use reasonable endeavours that would be expected of a reputable business to give the Client not less than two months' prior notice of any proposed material change, upgrade or modification and shall have due regard to the interests of the Client.

3.3 The Client shall ensure that it has the necessary facilities (including computer hardware, software and communications equipment) to obtain access to the Services.

3.4 For API deliveries (as identified within a Service Schedule), TransUnion only supports the current plus one previous Major Release of the API at any time ('**Supported API**'). The Supported API includes any Minor Release within a Major Release. For the purpose of this clause 3.4, '**API**' means the application programming interface (including the TransUnion Cosmos™ API) used to access TransUnion's Services, '**Major Release**' means v1.0, v2.0, v3.0 and so on, and '**Minor Release**' means v1.1, v2.1, v3.1 and so on. The Client must operate a Supported API version. All new API versions, whether a Major Release or a Minor Release, must be implemented by the Client within six months of release by TransUnion (unless otherwise agreed in writing between the parties). TransUnion's obligations under any applicable Service Level Schedule shall not apply to or shall cease to apply to (as the case may be), any version that is not a Supported API.

3.5 The Client shall provide the Input in the format agreed between the parties. If the Input is not received by TransUnion in that format, the Client will either promptly resubmit it in the agreed format or ask TransUnion to correct it at the Client's expense (the charges for which shall be agreed between the parties).

3.6 The Client is responsible for the delivery of the Input to TransUnion, where this is required to enable provision of the Services.

3.7 The Client agrees to retain a copy of the Input so that TransUnion does not hold the Client's only copy of the Input.

3.8 The Client acknowledges that it is not technically possible to guarantee uninterrupted access to Services provided over the internet. Accordingly, without prejudice to clause 3.1, TransUnion does not warrant or represent that the Services will be uninterrupted or continuously available.

3.9 TransUnion shall provide the Services in accordance with the applicable service levels (subject to the requirement that the Client complies with its obligations under the Service Level Schedule).

**4 DOCUMENTATION**

4.1 Unless otherwise stated in a Service Schedule, where Documentation is made available to the Client pursuant to this Agreement, TransUnion grants to the Client a non-exclusive, non-transferable licence to use the Documentation, with effect from the Agreement Effective Date and for the duration of the licence of the Output contained in clause 5.1, for the sole purpose of enabling the Client to (i) receive any Online Service; or (ii) make use of the Output of any Consultancy, Batch Service, Portfolio Service or Data Management Service.

4.2 Subject to clause 12.6.2, the Client may make such number of copies of the Documentation made available to it under clause 4.1 as are necessary for the purpose described in clause 4.1, together with one copy of each for back-up and security purposes.

**5 USE OF THE ONLINE SERVICES AND BATCH OUTPUT**

5.1 Subject to clause 12, TransUnion:

5.1.1 licenses the Client to use the Online Services with effect from the relevant Service Start Date for the Online Services and for the duration of this Agreement for the Permitted Purpose only. The Client shall not use the Online Services for any other purposes whatsoever; and

5.1.2 grants to the Client a non-exclusive, non-transferable licence to use the Output of any Consultancy, Batch Service, Portfolio Service or Data Management Service for the Permitted Purpose only for a period of twelve months from the date of receipt thereof by the Client (or such other period as may be expressly stated in an applicable Service Schedule). The Client shall not use the Output of the Consultancy, Batch Service, Portfolio Service or Data Management Service for any other purposes whatsoever.

5.2 Unless expressly stated in the Permitted Purpose in the Service Schedule for the relevant service, the Output cannot be used for direct marketing purposes.

5.3 The Client shall not sell, transfer, distribute, lease, charge or otherwise make the Services (including the Output) available to, or use the same on behalf of, any third party. For the avoidance of doubt and without limiting the generality of the foregoing, the Services and/or Output may not be used by the Client to provide a business to business or business to consumer service.

5.4 Where the Client accesses the Services (and/or receives the Output) via a third party appointed by the Client, the Client acknowledges that the third party is responsible for ensuring that any such Services (and/or Output) are not affected by the fact that the Services are utilised (or the Output is processed) via the third party and that TransUnion cannot be responsible for any defects or delay in the Services as a result of the Services being accessed via (or the Output being processed by) the third party rather than being accessed (or received) direct from TransUnion.

5.5 The Client warrants that it shall not be a Claims Management Company or carry out any activities analogous to those of Claims Management Company at any time during the term of the Client Agreement. Breach of this clause 5.5 shall be a material breach for the purposes of clauses 12.4.1 of this Agreement.

5.6 The Client acknowledges and agrees that the data comprised within the Services and Output is based on information provided to TransUnion by third parties over whom TransUnion has no control. Therefore, TransUnion can give no warranties or representations as to the accuracy or the completeness of the Output.

5.7 TransUnion makes no warranties or representations as to the suitability of the Output for any particular purpose. Given the nature of the Services, TransUnion recommends that the Client does not use the Services as the sole basis for any business decision.

**6 OWNERSHIP**

6.1 All IPR in the Input (in the form received from the Client) shall at all times remain vested in the Client (or its third party licensors) and TransUnion shall acquire no rights in it save as expressly provided in this Agreement.

6.2 All IPR in the Output and the Services (excluding any part that is comprised of Input in the form received from the Client) shall at all times remain vested in TransUnion (or its third party licensors) and the Client shall acquire no rights in them save as expressly provided in this Agreement.

6.3 The Client grants to TransUnion a non-transferable, non-exclusive licence to use and copy the Input to enable TransUnion to provide the Services and to carry out its obligations under this Agreement.

6.4 The Client warrants that: (i) it has the right to license the Input to TransUnion for the purposes of this Agreement; and (ii) use of the Input pursuant to and in accordance with this Agreement, will not infringe the IPR of any third party.

6.5 Subject to clause 6.4, TransUnion warrants that it has the right to make the Output available to the Client for the purposes of this Agreement and has obtained the benefit of all necessary licences, consents and permissions that it is aware are necessary to facilitate this Agreement.

**7 COMPLIANCE WITH LAWS**

7.1 TransUnion and the Client shall at all times in respect of the subject matter of this Agreement comply with all Applicable Law including the Data Protection Legislation, the FSMA and the Regulations (as defined below).

7.2 The Client acknowledges that the supply of the Services by TransUnion and use thereof is governed by various statutes, regulatory requirements, codes of practice and guidelines relating to the use, provision and sharing of personal data and other information, including the Principles of Reciprocity (being the rules (as amended from time to time) established by the Steering Committee on Reciprocity which is an unincorporated body that governs the use of shared data in the credit industry), the regulatory policy, principles, codes and guidelines set down by the FCA and the ER Regulations (collectively '**the Regulations**') and that the Regulations may change from time to time. The Client agrees that TransUnion may cease providing the whole or part of the Services if necessary in order to enable TransUnion to comply with the Regulations in which case TransUnion shall not be deemed to be in breach of this Agreement by reason of such cessation.

7.3 The Client is responsible for ensuring that it retains sufficient records and audits in respect of data utilised and searches made in respect of the Services as may be required by any regulator of the Client from time to time. Except as stated in the Service Conditions by express reference to this clause 7.3, TransUnion is not responsible for retaining such information.

**8 SECURITY, SET UP, ADMINISTRATION AND DATA PROTECTION LEGISLATION**

8.1 Each party shall comply with the Minimum Security Standards in place from time to time in respect of the subject matter of this Agreement.

8.2 Where the Client is granted access to TransUnion's Websites it shall not access or attempt to access any part of TransUnion's Websites that the Client does not have express authority to access.

8.3 Other than links to TransUnion's privacy notices, the Client shall not carry out any linking of pages of any of TransUnion's Websites, nor shall it incorporate any part of TransUnion's Websites as part of the Client's own website or that of any other party.

8.4 The Client agrees that it shall not (and it shall not engage any third party to) carry out any form of vulnerability assessment, penetration testing or load testing in respect of the Services or any of TransUnion's Websites.

8.5 The Client is responsible for set up and administration of organisational structures, user IDs and passwords in relation to its use of the Services.

8.6 The Client shall provide details of all Client Users to TransUnion so that TransUnion can set up accounts for and issue user credentials to those Client Users to enable them to access the Services. The Client shall remain responsible for the actions of Client Users who have been issued with credentials until such time that a Client User's access has been disabled. For operational reasons, TransUnion may change Client User credentials at any time.

8.7 The Client shall ensure that each Client User keeps his or her user credentials for the Services confidential. Client User credentials shall not be shared between individuals.

8.8 The Client agrees that use of the Services shall be limited to specialist operators for use in accordance with the Permitted Purpose, and that the Client shall therefore ensure that all Client Users have received appropriate training before they are allowed access to the Services. To the extent that TransUnion provides Documentation in respect of the Services, the Client shall include such Documentation as part of its Client User training programme.

**GENERAL TERMS FOR TRANSUNION SERVICES**  
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- 8.9 The Client acknowledges that TransUnion acts as a controller in respect of any personal data contained within the Client User Data held by or on behalf of TransUnion. TransUnion shall process such personal data in accordance with the notice displayed on the TransUnion Website, at <https://www.transunion.co.uk/legal/privacy-centre> or such URL as is notified to the Client from time to time. The Client agrees to make the notice available to the Client Users in an appropriate manner so they are aware of TransUnion's processing of such data.
- 8.10 Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with this Agreement.
- 8.11 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each party shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk arising from its processing of personal data in connection with this Agreement, including as appropriate: (a) the pseudonymisation and encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In assessing the appropriate level of security each party shall take into account the risks that are presented by processing, in particular from accidental or unlawful destruction, loss or alteration of personal data and of unauthorised disclosure of, or access to, personal data.
- 8.12 The parties acknowledge and agree that TransUnion acts as a controller (and not a processor) in relation to, and for the duration of, the processing of personal data, by it or any third party acting on its behalf, in connection with this Agreement. Where, in accordance with this Agreement, TransUnion is acting as a controller in relation to the Input, the Client shall ensure that each data subject whose personal data is contained in the Input has been provided with a link to the relevant TransUnion privacy notice as listed at <https://www.transunion.co.uk/legal/privacy-centre>. Details of which privacy notice should be used in relation to each TransUnion service are available from TransUnion on request.
- 8.13 To the extent that this Agreement expressly permits third parties to be given access to any personal data in the Output, the Client shall, before providing such access and periodically while such access persists, perform such due diligence checks on those third parties as are required in order to comply with good industry practice and applicable law. The Client shall not permit a third party to access the personal data if it does not satisfy, or ceases to satisfy, those checks.
- 9 CONFIDENTIALITY**
- 9.1 Without prejudice to the provisions of clause 8 and subject to clause 9.3, each party shall in respect of the other party's Confidential Information:
- 9.1.1 keep it in strictest confidence and not make it available to any third party;
- 9.1.2 only use it for the purposes of this Agreement and ensure that only those of its employees who need to know have access to it; and
- 9.1.3 ensure that, before any employee is allowed access to it, the duty of confidentiality under this clause 9 is brought to his or her attention.
- 9.2 Clause 9.1 survives the expiry or termination of this Agreement.
- 9.3 Clause 9.1 does not apply to Confidential Information to the extent that:
- 9.3.1 it is in the public domain at the date of its disclosure or subsequently comes in to the public domain otherwise than by breach of this Agreement;
- 9.3.2 the receiving party can show it was lawfully in its possession or known to it by being in its use or being recorded in its files or computers or other recording media before receipt from the disclosing party, or it has been lawfully developed by or for the receiving party independently of any Confidential Information disclosed to it by the disclosing party;
- 9.3.3 it was lawfully disclosed to the receiving party by any third party on a non-confidential basis and is not, to the receiving party's knowledge, the subject of any restriction as to its use or disclosure imposed by or on that third party at the time of provision;
- 9.3.4 the receiving party is obliged to disclose it by Applicable Law, by any court of competent jurisdiction or any regulatory body provided that (where permitted by Applicable Law) it gives the disclosing party reasonable notice of such disclosure and the reason for the disclosure;
- 9.3.5 provision of the Services requires TransUnion to make the Confidential Information available to sub-contractors, infrastructure providers or third party data suppliers who are subject to similar obligations of confidentiality; or
- 9.3.6 disclosure of the Confidential Information to third parties by the receiving party is permitted under the terms of this Agreement or has been authorised in writing by the disclosing party.
- 10 LIABILITY**
- 10.1 Notwithstanding any other term of this Agreement neither party limits or excludes liability for fraud or fraudulent misrepresentation or for death or personal injury arising from its negligence. Clauses 10.2 to 10.9 (inclusive) are subject to this clause 10.1.
- 10.2 Neither party shall be liable for any special, indirect or consequential loss or damage arising out of or in connection with this Agreement or its subject matter (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) even if that party had notice of the possibility of such loss.
- 10.3 Neither party shall be liable for any loss of business, loss of profits, loss of anticipated savings, loss of reputation, loss of goodwill, business interruption, increase in bad debt or any loss incurred by any third party arising out of or in connection with this Agreement or its subject matter (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) even if that party had notice of the possibility of such loss.
- 10.4 The entire aggregate liability of each party in respect of all claims arising out of or in connection with this Agreement or its subject matter (other than, in respect of each party, those claims to which clauses 10.5 and 10.6 relate, and in the case of the Client, those claims to which clause 10.7 relates) in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed an amount equal to (i) the sums received by or due to TransUnion from the Client under this Agreement during that Year; or (ii) £323,570, whichever is the greater.
- 10.5 The entire aggregate liability of each party in respect of all claims arising out of or in connection with its breach of (i) clause 7, (ii) clause 8; and/or (iii) clause 9 of this Agreement in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £10,000,000 (ten million pounds sterling).
- 10.6 The entire aggregate liability of each party in respect of all claims arising out of or in connection with its breach of clause 6 of this Agreement in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed £5,000,000 (five million pounds sterling).
- 10.7 Clauses 10.2 to 10.6 (inclusive) shall not limit or exclude the Client's liability in respect of any loss incurred arising out of or in connection with the Client's breach of clause 5 and the Client's entire liability in respect of such claims in any Year (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), shall not exceed £5,000,000 (five million pounds sterling).
- 10.8 Except as expressly provided in this Agreement, all conditions and warranties or terms of equivalent effect whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by Applicable Law.
- 10.9 The Client acknowledges that the Services may contain test data entries, details of which are available from TransUnion upon request. TransUnion excludes all liability that may arise from the granting of credit or the taking of other decisions in respect of individuals on the basis of the test data entries.
- 10.10 The Client acknowledges that its only remedies for any breach of the service levels by TransUnion is set out in the Service Level Schedule.
- 11 PAYMENT AND COSTS**
- 11.1 The Client will pay TransUnion's charges for the Services as set out in the Payment Schedule within 30 days of the date of TransUnion's invoice.
- 11.2 All sums due under this Agreement must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of Applicable Tax which is required by law).
- 11.3 The Client shall reimburse TransUnion for those reasonable expenses incurred during performance of the Services by TransUnion's employees and consultants in accordance with TransUnion's expenses policy in place from time to time. Such expenses shall be invoiced to the Client monthly in arrears and shall be paid by the Client within 30 days of the date of TransUnion's invoice.
- 11.4 Any applicable value added, sales or other tax ('Applicable Tax') is to be paid by the Client at the prevailing rate on all sums due under this Agreement. All sums quoted in this Agreement are exclusive of any Applicable Tax.
- 11.5 TransUnion may increase the charges payable hereunder with effect from each 1 January during the continuance of this Agreement (the first such increase shall not take effect until the first January being not less than twelve months from the Agreement Signature Date). Any such increase shall not exceed the increase (expressed as a percentage) in the Retail Prices (all items) Index since the Agreement Signature Date or since the date of the last increase (if any) in TransUnion's charges, whichever is the later. If that index ceases to be published then TransUnion and the Client shall agree another comparable replacement index (such agreement not to be unreasonably withheld or delayed).
- 12 SUSPENSION & TERMINATION**
- 12.1 If the Client breaches clause 5.1 or 5.3 of this Agreement, TransUnion shall be entitled to suspend the Services immediately (including suspension of the licence to use any Output). For the avoidance of doubt, any such suspension pursuant to this clause 12.1 shall not affect the Client's obligations under clause 11.
- 12.2 Where any part of the fees are payable in advance of the Services to which they relate, TransUnion may suspend the performance of those Services until payment has been received.
- 12.3 TransUnion may also suspend the Services (including the licence to use any Output) in response to or in compliance with any law, statute, legislation, order, regulation or guidance issued by government, a court of law, an emergency service or any other competent regulatory authority or if the security processes set up to protect the Services are breached in any way, in which case TransUnion shall not be deemed to be in breach of this Agreement by reason of such suspension.
- 12.4 Either TransUnion or the Client may terminate this Agreement and/or (regardless of this Agreement having already expired or terminated) any continuing licence under clause 5.1.2 immediately on notice if:
- 12.4.1 the other commits any material breach of this Agreement and such breach (where capable of remedy) is not remedied to the non-defaulting party's reasonable satisfaction within 14 days of notice specifying the breach and requiring its remedy;
- 12.4.2 in respect of the other, a resolution is passed or an order is made for winding up (save for the purpose of a bona fide reconstruction or amalgamation);
- 12.4.3 in respect of the other, an administration order is made, or a receiver or administrative receiver is appointed over any of its property or assets; or
- 12.4.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts; or (being a company or limited liability partnership), is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not

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- appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986; or (being an individual), is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or (being a partnership), has any partner to whom any of the foregoing apply.
- 12.5 On termination or expiry of this Agreement, TransUnion shall cease provision of the Services.
- 12.6 On termination or expiry of this Agreement or an applicable licence contained in clause 5.1 (whichever is the later) for whatever reason, the Client shall (subject to clause 12.7):
- 12.6.1 immediately cease using the Online Services and any Output;
- 12.6.2 promptly destroy, delete or return to TransUnion any Output, Documentation and any other materials provided by TransUnion relating to the Services (and all copies thereof) which remain in the possession or control of the Client; and
- 12.6.3 (upon request) provide TransUnion with a certificate of compliance with this clause 12.6 signed by a duly authorised officer.
- 12.7 Save where this Agreement is terminated by TransUnion pursuant to clauses 12.3 or 12.4, the Client shall not be required to comply with clause 12.6 until the expiry or termination of the licence period applicable to the relevant Output.
- 12.8 Each party acknowledges that they may each have a standard data archiving policy which includes the creation and retention of backup copies of data and other information (“**Retained Data**”) held on its computer systems for legal, regulatory compliance, IT restoration and disaster recovery purposes only. For the avoidance of doubt, such purposes shall be deemed to include use of the Output to the extent reasonably necessary to enable the Client to proceed with investigations and/or prosecutions or otherwise as may be reasonably necessary to enable the Client to establish, exercise or defend its legal rights. Each party therefore agrees that the Retained Data held by the other party shall not be subject to an obligation to be returned or deleted, whether upon termination or expiry or otherwise. For the avoidance of doubt:
- 12.8.1 to the extent that the Retained Data are data and other information supplied to one party by the other party, it shall remain subject to the other terms of this Agreement as may be applicable; and
- 12.8.2 to the extent that the Retained Data are Output or information derived from it, such data may not be used by the Client for any live operational purposes (whether such use was within the scope of the Permitted Purpose or otherwise) after the date of termination or expiry of the applicable licence contained in clause 5.1.
- 12.9 TransUnion carries out a due diligence process in respect of new clients, which may include checks in respect of credit rating, security and Data Protection Legislation compliance. The Client agrees that TransUnion may, as a result of such process (i) terminate this Agreement (including any licence under clause 5.1) immediately on notice at any time during the 30 day period immediately following the Agreement Signature Date; and (ii) refund to the Client any charges already paid to TransUnion in respect of Services that have not yet been performed. This right of termination shall be without prejudice to TransUnion’s other rights under this Agreement.
- 12.10 TransUnion may terminate provision of any element of the Services (and the corresponding elements of the Output) immediately on notice in the event that TransUnion or its licensor ceases, for any reason, to have the right to make such Services and/or Output available. TransUnion shall not be deemed to be in breach of this Agreement and shall not have any liability to the Client in respect of such termination. In such circumstances, the parties agree to enter into good faith negotiations with a view to agreeing:
- 12.10.1 a pro rata refund of any charges paid in advance for the terminated Services in respect of any period after the date of termination to the extent that such Services have not yet been performed; and
- 12.10.2 an appropriate variation to the terms of this Agreement for provision of the unaffected Services.
- 12.11 On termination or expiry of this Agreement for any reason, any terms of this Agreement that either expressly or by their nature extend beyond the Agreement’s termination remain in full force and effect. Without limiting the preceding sentence, the provisions of clauses 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and clauses 15 to 23 (inclusive) shall continue after termination or expiry of this Agreement in accordance with their terms.
- 13 QUESTIONNAIRES AND AUDIT**
- 13.1 TransUnion may from time to time request the Client to complete a questionnaire relating to the Client’s manner of complying with clauses 8.11, 8.12 and 8.13 (“**Questionnaire**”). Upon receipt of any such request, the Client shall complete the Questionnaire and return it to [partner-assurance@transuniongroup.com](mailto:partner-assurance@transuniongroup.com) by no later than 14 days following receipt of the request. TransUnion may ask for a Questionnaire to be completed at any time but its standard practice is to seek completion of Questionnaires on an annual basis.
- 13.2 Each party shall, subject to receipt of reasonable prior written notice from the other, permit a reasonable number of the other party’s authorised employees and other representatives to have reasonable access during normal business hours to its relevant premises, documents and operations for the sole purpose of auditing compliance with this Agreement. The relevant premises, documents and operations are those which contain or might reasonably be expected to contain evidence of the host party’s compliance or non-compliance with any term of this Agreement, but this clause does not entitle the visiting party to inspect any information which is (i) commercially sensitive, (ii) confidential for bona fide reasons of security or because of bona fide confidentiality obligations owed to a third party, or (iii) protected by legal privilege.
- 13.3 If either party exercises its right of audit under clause 13.2 it shall: (i) comply with the host party’s reasonable safety and security rules and regulations in place from time to time; (ii) use reasonable endeavours to restrict its presence on the host party’s premises to a maximum of two days; and (iii) reimburse the host party for all damage, losses, costs, claims demands and expenses suffered by the host party that are directly attributable to the visiting party’s (or its authorised representatives’) acts or omissions in exercising the right of audit.
- 14 FORCE MAJEURE**
- 14.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement (except for its obligation to make payment) arising from any Force Majeure Event.
- 14.2 The party affected by the Event of Force Majeure shall use reasonable endeavours to mitigate the impact of such Event of Force Majeure and to recommence performance of its obligations under this Agreement as soon as is reasonably practicable.
- 14.3 If the affected party is unable to perform its obligations under this Agreement by reason of the Event of Force Majeure for more than [four] weeks, the non-affected party may terminate this Agreement immediately by serving notice on the other and neither party shall be liable to the other by reason of such termination.
- 15 COUNTERPARTS, ELECTRONIC SIGNATURE AND VARIATION**
- 15.1 This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same agreement, and either party may enter into this Agreement by executing a counterpart.
- 15.2 This Agreement (and, where applicable, each counterpart) may be executed by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed by electronic means as if the original had been received.
- 15.3 Any amendment, modification, variation or supplement to this Agreement (a “**Variation**”) must be made in writing and signed by an authorised signatory of each party. References to the execution of this Agreement in clauses 15.1 and 15.2 shall also apply to the execution of any Variation to it.
- 16 ASSIGNMENT AND SUB-CONTRACTING**
- 16.1 Either party is entitled to sub-contract the performance of any of its obligations under this Agreement provided that such party shall be liable for its obligations under this Agreement to the same extent as if it had carried out the work itself.
- 16.2 The Client shall not assign, transfer, charge or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of TransUnion (such consent not to be unreasonably withheld or delayed).
- 17 SEVERANCE**
- 17.1 If any provision of this Agreement is found to be illegal or unenforceable by any court of competent jurisdiction then that provision shall be deemed to be deleted, but without affecting the remaining provisions.
- 18 AGENCY**
- 18.1 Nothing in this Agreement constitutes a partnership between the parties. Neither party is deemed to be the agent of the other for any purpose and neither has the power or authority to bind the other or to contract in the name of the other.
- 19 ENTIRE AGREEMENT**
- 19.1 This Agreement sets out the entire agreement between the parties in relation to its subject matter and supersedes all previous written or oral agreements, representations, understandings, warranties, conditions or arrangements between the parties in relation to that subject matter.
- 19.2 Each party acknowledges and agrees that in entering into this Agreement it has not relied on any statement, representation, assurance, condition or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.
- 19.3 Nothing in this clause 19 shall exclude or limit any liability of the parties arising as a result of any fraud or fraudulent misrepresentation.
- 20 WAIVER**
- 20.1 Failure by either party to exercise or enforce any rights available to that party or the giving of any forbearance, delay or indulgence is not to be construed as a waiver of that party’s rights under this Agreement.
- 21 NOTICES**
- 21.1 Any notice issued by the Client purporting to terminate this Agreement, whether in whole or in part, including any notice to terminate any Service Schedule or otherwise to terminate the right to receive services under this Agreement (in each case a “**Termination Notice**”), must be sent by email to the following address: [contracttermination@transunion.co.uk](mailto:contracttermination@transunion.co.uk) (or such other email address as is notified to the Client from time to time).
- 21.2 Save as set out in clause 21.1, all notices, requests, consents and authorisations given pursuant to this Agreement must be in writing and delivered by hand or sent by pre-paid first class mail, courier, Royal Mail Signed for 1<sup>st</sup> Class mail or Royal Mail Special Delivery Guaranteed mail and, where TransUnion is the recipient, be sent to its registered office address specified in the Primary Schedule (or such other address as is notified to the Client from time to time) and, where the Client is the recipient, be sent to its registered office or trading address as specified in the Primary Schedule (or such other trading address as is notified to TransUnion from time to time).
- 21.3 Subject to clause 21.5, any correctly addressed Termination Notice given pursuant to this Agreement shall be deemed to have been received at the time of transmission of the email

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- containing the Termination Notice.
- 21.4 Subject to clause 21.5, any correctly addressed notices, requests, consents and authorisations given pursuant to this Agreement shall be deemed to have been received as follows:
- 21.4.1 if delivered by hand, on signature of a delivery receipt;
- 21.4.2 if sent by pre-paid first class mail, Royal Mail Signed for 1<sup>st</sup> Class or Royal Mail Special Delivery Guaranteed at 9.00am on the second day after posting;
- 21.4.3 if by courier, at the time recorded by the delivery service.
- 21.5 If deemed receipt under clauses 21.3 or 21.4 would occur outside Agreed Business Hours in the place of receipt, it shall be deferred until Agreed Business Hours first next resume. In this clause 21.5, “**Agreed Business Hours**” means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the United Kingdom.
- 21.6 The provisions of clauses 21.1 to 21.5 shall not apply to the service of any proceedings or other documents in any court, tribunal or other legal action or, where applicable, any arbitration, mediation or other method of dispute resolution facilitated by a third party
- 22 GOVERNING LAW AND JURISDICTION**
- 22.1 The formation, existence, construction, performance, validity and all other aspects of this Agreement, any term of this Agreement and any non-contractual obligation undertaken or incurred in connection with this Agreement (including those arising out of pre-contractual dealings) will be governed by the laws of England.
- 22.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in any way relate to this Agreement or its formation, existence, construction, performance, validity and any non-contractual obligation undertaken or incurred in connection with this Agreement (including those arising out of pre-contractual dealings) and, for these purposes, each party irrevocably submits to the exclusive jurisdiction of the courts of England.
- 22.3 The rights and remedies available to the parties in connection with this Agreement are cumulative and (except as otherwise stated) are not exclusive of any rights or remedies provided by law.
- 23 THIRD PARTY RIGHTS**
- 23.1 Except as stated in the Service Conditions by express reference to this clause 23.1, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely on or enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 23.2 Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, any of the terms of this Agreement may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.
- 24 REFERENCE SITE AND CASE STUDY**
- 24.1 TransUnion may publish the Client’s name and logo, and information relating to the Services provided by TransUnion to the Client, in case studies, press releases, website content and other marketing materials provided that in each case TransUnion: (i) obtains the Client’s prior written consent to any such proposed publication; and (ii) complies with any reasonable requirements specified in writing by the Client in relation to the publication, such as a requirement to comply with the Client’s brand guidelines.