



## G-Cloud 13 Call-Off Contract for Lot 2



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>	887912146384354
<b>Call-Off Contract reference</b>	 C293301
<b>Call-Off Contract title</b>	Blended Learning Bridge Platform
<b>Call-Off Contract description</b>	Blended Learning Bridge Platform via PeopleFluent LMS
<b>Start date</b>	01/04/2024
<b>Expiry date</b>	31/03/2025
<b>Call-Off Contract value</b>	  This value applies for Services to be provided up to the Expiry Date.
<b>Charging method</b>	PO
<b>Purchase order number</b>	TBC

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

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

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

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

<b>From the Buyer</b>	<p>NHS England</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>PeopleFluent Limited</p> <p>Projects</p> <p>The Lanes</p> <p>Nile House,</p> <p>Nile Street,</p> <p>Brighton,</p> <p>England, BN1 1HW</p> <p>Company number: 03988180</p>
<b>Together the 'Parties'</b>	

### Principal contact details

**For the Buyer:**

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

**For the Supplier:**

Title: [REDACTED]

Name: [REDACTED]

[REDACTED]

Phone: +17203084109

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>01/04/2024</b> and is valid for <b>12 Months</b> .
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>Clauses 18.1 and 19.5.6 shall be disapplied for the purposes of this Call-Off Contract.</p> <p>For the purposes of this Call-Off Contract, the definition of Default shall be deemed deleted and replaced with: <i>“any material breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) and other wilful default, gross negligence or grossly 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”</i>.</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>two</b> period of up to 12 months, by giving the Supplier <b>4 weeks</b> written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <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 shall agree by way of a written variation signed by the parties' duly authorised representatives, the pricing for any such extension .</p> <p>The Parties acknowledge and agree that the Call-Off Contract shall not automatically renew.</p>

## Buyer contractual details

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

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> <li>● Lot 2: Cloud software</li> </ul>
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>13,000 provisioned users of Bridge Learn Suite</p>
<b>Additional Services</b>	No Additional Services
<b>Location</b>	N/A
<b>Quality Standards</b>	<p>The quality standards required for this Call-Off Contract are as per the Part B G-Cloud terms and conditions.</p> <p>Complies with a recognised standard (for example CSA CCM version 3.0) Complying with a recognised standard, for example CSA CCM v.30, CAS (Sanitisation) or ISO/IEC 27001 SOC2 Type 2 Cyber Essentials Plus</p>
<b>Technical Standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are as per the Part B G-Cloud terms and conditions.</p> <p>Subject to the terms of this Agreement, Bridge will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "Service"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Bridge. Bridge shall: (a) deploy all updates and up-grades to the Service to Customer that Bridge provides to its customers generally for no additional charge; and (b) pro-vide support ("Support") pursuant to the terms described on the Order Form. For purposes of this Agreement, "User" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a sub-scription. The</p>

	software as a service solution(s) provided by Bridge pursuant to this Agreement (including updates and upgrades, and maintenance releases) comprise Bridge's Background IPR.
<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>Bridge will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Bridge does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription Fees paid and attributable to the Service that is unavailable for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment and multiplying it by 3% of 1/12 of the applicable annual subscription Fees. Any days prior to Customer's initial use of the Service will be deemed to have had 100% availability. Any unavailability used to calculate a prior service credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Bridge. Customer's sole and exclusive remedy for breach of the Service Commitment will be for Bridge to provide a credit as set out above; on the condition that Customer notifies Bridge in writing of such claim within thirty (30) days of becoming eligible for such claim.</p>
<b>Onboarding</b>	<ul style="list-style-type: none"> <li>N/A</li> </ul>

<b>Offboarding</b>	N/A
<b>Collaboration agreement</b>	N/A
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults (excluding any loss or damage to Buyer Data) will not exceed £500,000.00.</p> <p>The annual total liability for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £500,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

	<p>The annual total liability for all other Defaults will not exceed the greater of [REDACTED] or [REDACTED]</p> <p>of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</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 any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</li> <li>● employers' liability insurance with a minimum limit of [REDACTED]</li> </ul> <p>or any higher minimum limit required by Law</p>
<b>Buyer's responsibilities</b>	<p>The Buyer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <a href="https://www.getbridge.com/bridge-terms-of-use/">https://www.getbridge.com/bridge-terms-of-use/</a> (the "AUP"). Buyer agrees to reasonably assist Bridge in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Bridge; (b) obtain from Users any consents necessary under this Agreement or to allow Bridge to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Bridge promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account.</p>
<b>Buyer's equipment</b>	N/A

## Supplier's information

<b>Subcontractors or partners</b>	<p>The Buyer hereby consents to:</p> <ul style="list-style-type: none"> <li>the Supplier subcontracting all of the Services to: getBridge LLC, 434 Fayetteville Street, Raleigh, North Carolina, 27601;</li> <li>getBridge LLC using the subprocessors listed at the following hyperlink (as updated from time to time): <a href="https://ltgplc.com/sub-processor-list/#bridge">https://ltgplc.com/sub-processor-list/#bridge</a>; and</li> <li>the Buyer Data being transferred to getBridge LLC and its subprocessors as set out above.</li> </ul>
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## Call-Off Contract charges and payment

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

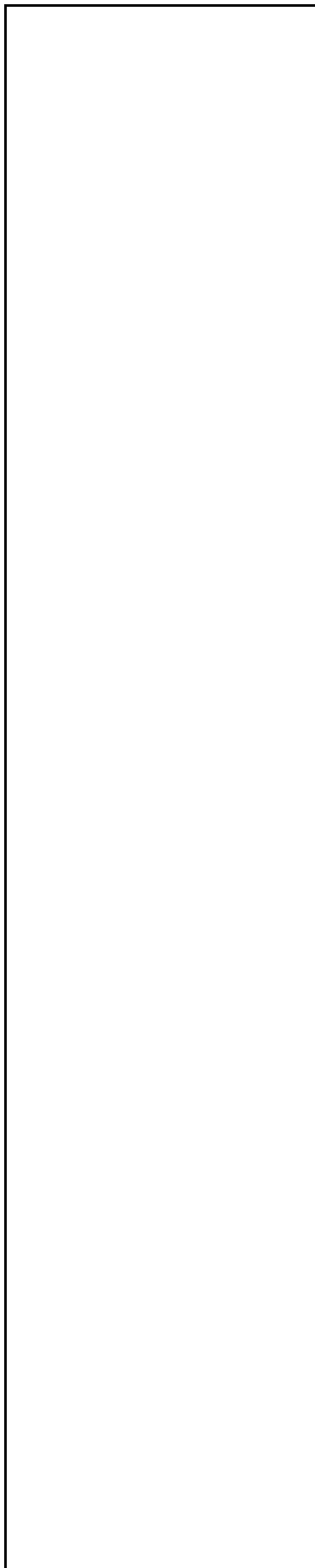
<b>Payment method</b>	The payment method for this Call-Off Contract is BACS
<b>Payment profile</b>	The payment profile for this Call-Off Contract is one annual payment in advance.
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice which includes a valid Purchase Order Number.</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 England, NHS ENGLAND X24 PAYABLES K005 PO BOX 312 LEEDS LS11 1HP 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, 'X24 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 England's Accounts Payable section by email at</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. In no event shall the Buyer's failure or delay in providing a Purchase Order alter its payment obligations under this Call-Off Contract.</p> <p>Subject to the above, the Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. 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 materially compliant with this Call-Off Contract and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Materially non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
<b>Invoice frequency</b>	<p>Invoice will be sent to the Buyer annually.</p>
<b>Call-Off Contract value</b>	<p>The total value of this Call-Off Contract is [REDACTED]</p> <p>exclusive of VAT</p> <p>This value applies for Services to be provided up to the Expiry Date and thereafter the fees for any extension period shall be agreed in writing by the parties.</p> <p>The Buyer shall notify the Supplier of any increase in the number of Users greater than the applicable quantity specified above and the Supplier may monitor the Buyer's use. Upon receipt of the Supplier's invoice for excess use, the Buyer shall pay additional fees on a proportionate basis for the excess use in minimum blocks of 10% of the applicable quantity, for prior use and for future use for the remainder of the Term.</p>
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is [REDACTED]</p>

## 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>● as set out in Order Form Schedule 1</li> </ul>
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	N/A
<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 a User licence to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer.</li> <li>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. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services provided the Buyer has a valid User licence for such software.</li> <li>1.3 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.</li> <li>1.4 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).</li> </ol> </li> </ol>

	<p>1.5 The Buyer shall, in accordance with this Call-Off Contract, 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 Supplier 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>		
Alternative clauses	N/A		
Buyer specific amendments to/refinements of the Call-Off Contract terms	interpretations		‘Supplier and  and shall be
	<p>For the purposes of this Call-Off Contract, the definition of Terms’ shall be deemed deleted and replaced with: “<i>The terms conditions set out in Schedule 8 to this Call-Off Contract</i>”. For the purposes of incorporation of Schedule 6 - Glossary of the Call-Off terms, the following definitions added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</p> <table><tr><td><b>Central Govern-ment 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 Govern-ment 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>DSP Toolkit</b>	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;
<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 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;

1) New Clauses 11.10 to 11.14 inclusive, shall be added to Clause 11 of the Call-Off terms, as follows:

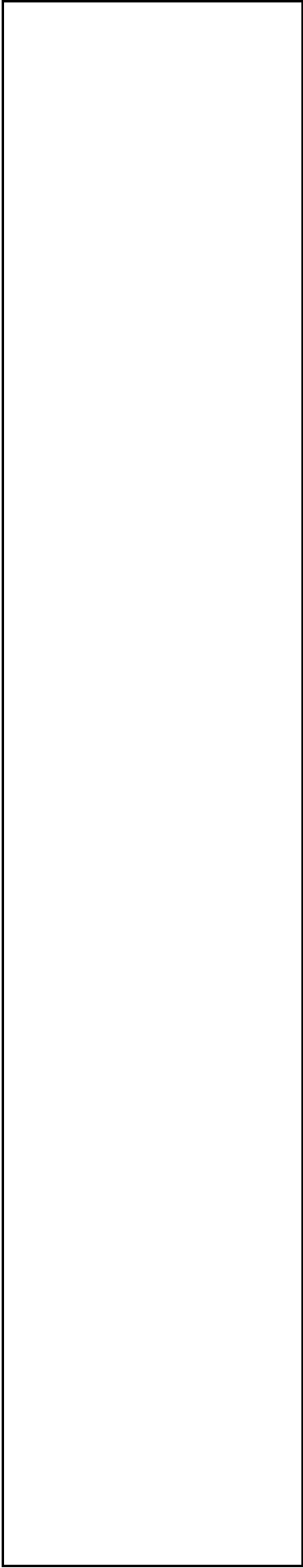
11.10 All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.

11.11 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Supplier Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs.

11.12 The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clauses 11.11 and 11.4.

11.13 Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.10 in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this Clause 11.

11.14 The licence granted by the Supplier under Clause 11.4 shall be transferable to other Central Government Bodies.



2) New Clauses 4A and 4B shall be added as follows:

**4A IR35**

4A.1 This Call-Off Contract constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Subcontractors) have included one or more people that are non-permanent members of staff that are not on the Supplier's (or its Subcontractors) payroll ("Contractor(s)") to fulfil its service obligations under this Call-Off Contract, the Supplier shall be fully responsible for and shall indemnify the Buyer for:

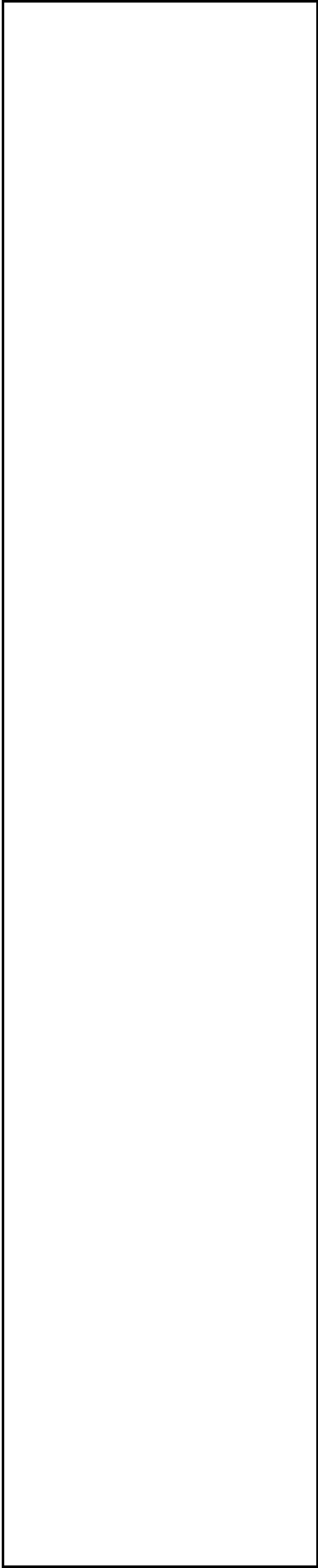
- any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations);
- any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received by the Contractor in respect of the services, where such recovery is not prohibited by law; and
- all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

4A.2 The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

4A.3 The Supplier warrants that it is not, nor will it prior to the cessation of this Call-Off Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

4A.4 The Supplier shall monitor the provision of the services and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers' (or its Subcontractors) IR35 Assessment in relation to the Contractors.

**4B Security of Supplier Staff**



4B.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: <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>, as may be amended or replaced by the Government from time to time.

4B.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.

4B.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.

4B.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.

4B.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.

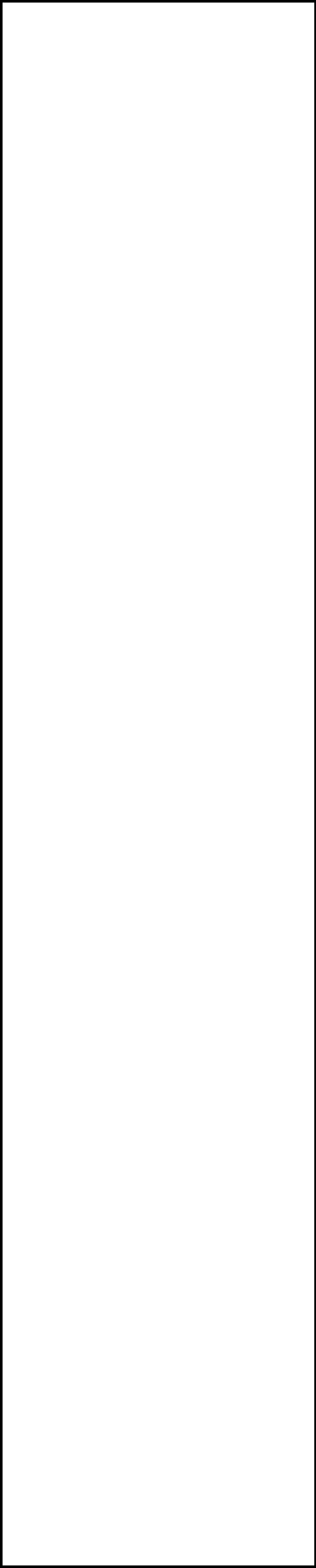
3) A new Clause 16.8 shall be added as follows:

16.8 The Supplier shall comply with the technical and organisational measures set out in the Supplier Terms.

4) 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:

12.1 The Supplier must:

- 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;



- 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;
- 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.

12.3 The Supplier must get prior written consent from the Buyer to transfer any Buyer Data, including but not limited to Buyer Personal Data to any other person including any Subcontractors) for the provision of the Services.

12.7 Neither Party shall knowingly do nor omit to do anything that will put the other Party in breach of the Data Protection Legislation.

5) A new clause 7.2A shall be added to the Call-Off terms and conditions as follows:

6) New Clause 33.2 shall be added as follows:

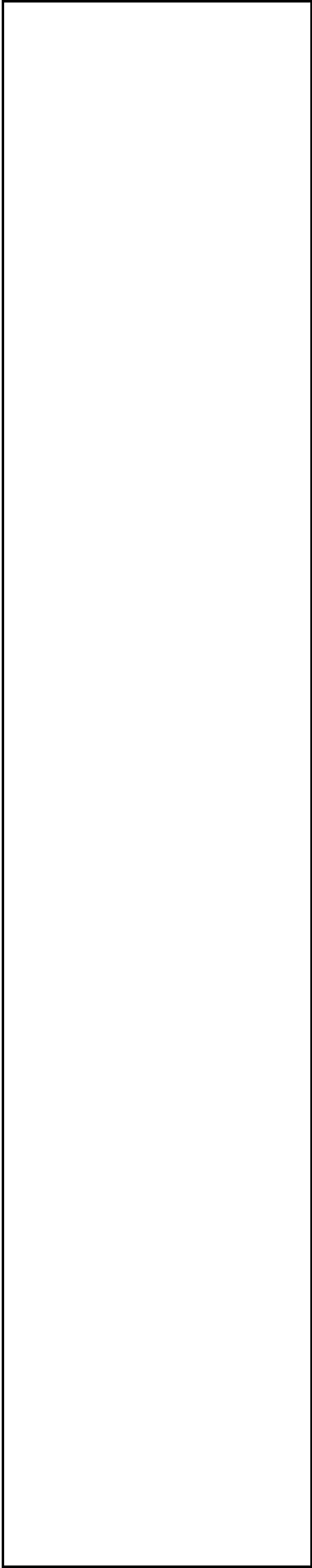
**Data Protection Impact Assessment Delivery and Assistance**

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 cooperation 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.

7) A new Clause 34 shall be added as follows:

**34 Assignment and Novation**

Provided that it does not increase the burden on the Supplier under the Framework Agreement, the Buyer may at its discretion 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 to the Department of Health and Social Care, and / or any Central Government Body and the Supplier shall, at the Buyer's request, enter into an agree-



ment 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).

8) A new Clause 35 shall be added as follows:

9) 35 A new Clause 36 shall be added as follows:

### 36 **Execution and Counterparts**

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.

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 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.

10) A new clause 37 shall be added as follows:

### 11) **Schedule 7 - Processing Data (Framework Agreement)**

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:

(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:

(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>(ii) the Data Subject has enforceable rights and effective legal remedies;</p> <p>( ) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is trans-ferred (or, if it is not so bound, uses its best endeav-ours to assist the Controller in meeting its obligations); and</p> <p>(i) 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" data-bbox="491 958 1423 1025"> <tr> <td><b>Jurisdiction of processing</b></td><td>UK, USA, Hungary, India</td></tr> </table>	<b>Jurisdiction of processing</b>	UK, USA, Hungary, India
<b>Jurisdiction of processing</b>	UK, USA, Hungary, India		
<p><b>Personal Data and Data Subjects</b></p>	<p>Confirm whether Annex 1 (and Annex if applicable) of 2, Schedule 7 is being used: Annex 1</p> <p>In accordance with Section 33 of the CallSub-processors used for the processing the Call-Off Contract are: (i) getBridge LLC <a href="https://ltgplc.com/sub-">https://ltgplc.com/sub-</a> the processing of Personal Data by the above. These Sub-processors are used necessary in connection with the general business and its obligations hereunder. that In addition, the Buyer agrees some data processing may take place EEA but only via a data transfer mechanism and/or UK GDPR (as applicable) as a lawful basis for transferring personal data to a recipient outside the UK and/or EEA (as applicable).</p> <p>For the purposes of this Call-Off Contract:</p> <p>- a Data Loss Event shall be <del>results</del> defined as: “Event that to in unauthorised access the Processor under this Callloss and/or Off Contract and/or actual destruction of Personal Agreement, Data in breach of this including any Personal Data Breach.”</p>		

	<p>- the word '<i>immediately</i>' in clause 13.8 shall be deemed to be deleted and replaced with: '<i>without undue delay and in any event within 48 hours upon becoming aware</i>' - "Prohibited Information" means credit or debit card numbers, passwords, protected health information as defined in HIPAA (45 C.F.R. § 160.103), and information relating to a customer or consumer of a financial institution under GLBA (15 U.S.C. §§ 6801–6809).</p> <p>The Buyer's use of the Services does not require the entry or collection of Prohibited Information. The Buyer agrees not to use the Services to collect or manage Prohibited Information. Notwithstanding any other provision of this Call-Off Contract, the Supplier disclaims any and all liability that may arise from the Buyer's use of the Services to collect or manage Prohibited Information.</p>
<b>Intellectual Property</b>	<p>N/A</p> <p>Notwithstanding clause 11.4 of this Call-Off Contract, the intellectual property provisions set out in the Supplier Terms shall apply.</p> <p>Notwithstanding clause 7.10 of this Call-Off Contract, the Supplier may suspend a user's access to the Services in accordance with clause 16 of the Supplier Terms.</p>
<b>Social Value</b>	<p>Fighting climate change</p> <p>PeopleFluent is committed to reducing the direct environmental impacts of our operations. We conduct our own activities and operations to reflect best environmental practice. Our parent company, LTG, is EcoVadis certified, which covers Environment, Labor &amp; Human Rights, Ethics, and Sustainable Procurement.</p> <p>We have introduced numerous initiatives to restrict our negative impact on the environment and carbon footprint wherever possible. Our commitments include:</p> <ul style="list-style-type: none"> <li>- Minimising the generation of waste, resources consumption and preventing pollution as much as possible</li> <li>- Optimally using resources and re-using materials wherever possible</li> <li>- Actively promote recycling both internally and among customers and suppliers</li> <li>- Promote environmental awareness among all our staff and encourage their involvement and suggestions</li> </ul> <p>The nature of LTG's activities is based on an office environment and in the UK we place particular emphasis on recycling to reduce single-use plastics. In 2020, our Brighton office alone recycled 1330kg of</p>

materials; a total of 1,912kg of CO2 saved. As our products are digital, the environmental footprint for our supply chain for our products is minimal.

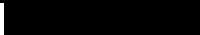
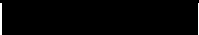




In addition, LTG has recently streamlined its energy and carbon reporting and policies, including developing a method for tracking our carbon footprint.

## 1. Formation of contract

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

## 2. Background to the agreement

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

<b>Signed</b>	Supplier	Buyer
<b>Name</b>		
<b>Title</b>		
	<b>Supplier Signature:</b> 	<b>Buyer Signature:</b> 

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

## Customer Benefits

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

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

## Part B: Terms and conditions

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

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

### 2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)

- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

## 5. Due diligence

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

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

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

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

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

## 6. Business continuity and disaster recovery

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

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

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

undisputed sums of money properly 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 ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

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

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

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

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

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

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

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

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

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

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

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

#### 11.6.2 Supplier's performance of the Services

#### 11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

<https://www.gov.uk/government/publications/government-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>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## 15. Open source

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

## 16. Security

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

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

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

- 18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)

- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

- Manner of delivery: email

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

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

## 21. Exit plan

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

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

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

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

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

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

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

## 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

## 23. Force majeure

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

## 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds [REDACTED] or one hundred and twenty-five per cent [REDACTED]

of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

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

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

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

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

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

## 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

## 26. Equipment

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

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

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

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

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

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

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

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

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

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

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

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

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

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

- 29.5.1 its failure to comply with the provisions of this clause

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

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

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

### 30. Additional G-Cloud services

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

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

### 31. Collaboration

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

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

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

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

### 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this CallOff 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



licenses of Bridge Learn Suite (provisioned users), together with Bridge Admin Support, for the Term set out above.

## Schedule 2: Call-Off Contract charges

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



## Schedule 3: Collaboration agreement

N/A

## Schedule 4: Alternative clauses

### 1. Introduction

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

### 2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

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

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

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

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

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

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

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

### 2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988

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

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

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

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

## 2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

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

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

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

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

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

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

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

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

## 2.5 Equality

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

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

## 2.6 Health and safety

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

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

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

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

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

## 2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising

directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation

under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

## Schedule 5: Guarantee

N/A

## 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>	<p>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:</p> <p><a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a></p>
<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>	<p>Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.</p>
<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 ● a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

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

<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or 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 up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement 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 highperformance 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>	<p>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></p>
<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 and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

## Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer’s Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier’s Data Protection Officer are: [Insert Contact details]

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

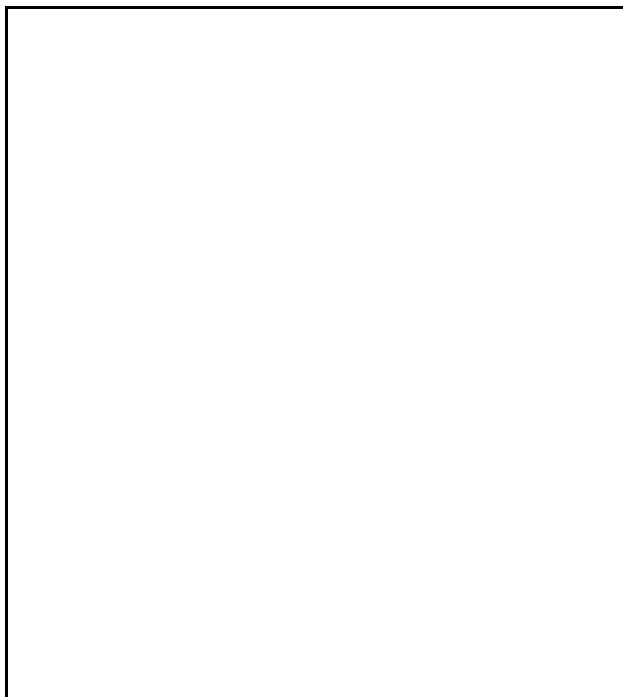
1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
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Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below</p> <ul style="list-style-type: none"> <li>• <b>The Supplier must ensure Buyer Personal Data is kept securely in accordance with this Call-off Contract, no Buyer Personal Data or Customer Content (as defined in the Supplier Terms) can be deleted except in accordance with the Supplier Terms.</b></li> </ul>
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Duration of the Processing	<p>Up to 7 years after the expiry or termination of the Framework Agreement</p> <p><b>Contract duration, 1 April 2024 – 31 March 2025</b></p>
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CSS</li> <li>ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6</li> </ul> <p><b>In order to streamline relevant educational content to the correct individuals we will need their email addresses to send content to. We need to ensure that they are in fact trainees within NHSE and the East of England so</b></p>

	<p><b>their name must match the emails provided. Their Specialty determines what content is relevant to them as does their stage of training or grade. Their place of work will enhance their ability to access and create data for each trust. Chosen project administrators would be able to identify who accessed online learning only.</b></p>
Type of Personal Data	<p>Includes: i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement</p>



	<b>Name, email address, specialty, place of work i.e. name of Trust or GP Practice, CCT date (end of training date – only applicable to Trainees), full time/part time</b>
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ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement,

iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the Framework Agreement

Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> <li>i. CSS staff concerned with management of the Framework Agreement</li> <li>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement</li> <li>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement</li> <li>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement</li> </ul> <p><b>East of England Trainees, SAS Doctors, Locally Employed Doctors and Educators</b></p>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder</p> <p><b>Data will be retained only for the duration of the contract.</b></p>

## Annex 2: Joint Controller Agreement

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

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 7 (Where one Party is Controller and the other Party is Processor) and paragraphs 17 to 27 of Schedule 7 (Independent Controllers of Personal Data).

Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [**select: Supplier or Buyer**]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [**select: Supplier's or Buyer's**] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

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

## 2. Undertakings of both Parties

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

- (a) report to the other Party every [**insert number**] months on:
  - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is colltransferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;

- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
  - (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### 3. Data Protection Breach

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

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

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

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

## 4. Audit

4.1 The Supplier shall permit:

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

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the

Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## 5. Impact Assessments

### 5.1 The Parties shall:

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

## 6. ICO Guidance

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

## 7. Liabilities for Data Protection Breach

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

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clause 32 of the Framework Agreement (Managing disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

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

## 8. Termination

- 8.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 5.1.

## 9. Sub-Processing

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

## 10. Data Retention

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

## Schedule 8: Supplier Terms

### Bridge Terms and Conditions

These terms and conditions apply to the provision of the products or services by getBridge, LLC ("**Bridge**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "**Agreement.**" Bridge and Customer are referred to in this Agreement each as a "**party**" and together as the "**parties.**"

**1. Service.** Subject to the terms of this Agreement, Bridge will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "**Service**"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Bridge. Bridge shall: (a) deploy all updates and upgrades to the Service to Customer that Bridge provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

**2. Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Bridge's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Bridge system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Data (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Bridge or its data, systems, or networks. Use and access to the Application Program Interface ("**API**") will be subject to the Bridge API Policy as updated from time to time and available at <https://www.getbridge.com/bridge-terms-of-use/>.

**3. Customer Data** means all permitted electronic data stored by Customer or processed through use of the Service, Customer Data does not include Prohibited Information (as defined below). As between Bridge and Customer, Customer Data remains the sole property of Customer. Bridge may use the Customer Data solely to provide and improve the Service in accordance with this Agreement or Customer's instructions. Customer retains all rights to its Customer Data, and Bridge may use the Customer Data only to provide the Service and as permitted by this Agreement, and not for any other purpose. Customer is the owner and data controller for its Customer Data. Customer is responsible for the accuracy, integrity, and for obtaining all legally-required consents for, and complying with all data protection laws applicable to the use of Customer Data in the Service, for examining and confirming results before use, and adopting procedures for identifying and preventing errors in the Customer Data. Each party will use diligence in the protection of Customer Data and in preventing any unauthorized person(s) from gaining access thereto.

**4. Data Protection.** To the extent any personal data or personal information will be processed by Bridge as a processor or service provider respectively under this Agreement (including any Order Form and/or SOW hereunder), the terms and conditions of LTG's Data Protection Addendum (as may be amended by Bridge from time to time), found at link: <https://ltgplc.com/data-protection-addendum/> shall apply.

**5. Customer Responsibilities.** Customer shall have sole responsibility for Customer Data and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at <https://www.getbridge.com/bridge-terms-of-use/> (the "**AUP**"). Customer agrees to reasonably assist Bridge in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Bridge; (b) obtain from Users any consents necessary under this Agreement or to allow Bridge to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Bridge promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; (f) ensure that a current email address is associated with each User's account; and (g) notify Bridge of any increase in the number of Users, employees or other metrics greater than the applicable quantity specified in the Order Form ("**Quantity**") and Bridge may monitor Customer's use. Upon receipt of Bridge's invoice for excess use, Customer shall pay additional fees on a proportionate basis

for the excess use in minimum blocks of 10% of the applicable Quantity, for prior use and for future use for the remainder of the term specified in the applicable Order Form.

**6. Representations.** Each party represents that: (a) it has the power and authority to validly enter into this Agreement; (b) this Agreement has been duly and validly authorized, executed and delivered by such party; (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party; (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement; and (e) it is financially solvent and has the ability to perform its obligations hereunder.

**7. Bridge Warranties.** Bridge warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Data; (b) it will perform any professional services in a professional manner in accordance with prevailing industry standards; and (c) for a period of 90 days from its delivery, any Service will materially conform to the specifications as set forth in the then current documentation. At no additional cost to Customer, and as Customer's sole and exclusive remedy for nonconformity of the Service with this limited warranty, Bridge will use commercially reasonable efforts to correct any such nonconformity, provided Customer promptly notifies Bridge in writing outlining the specific details upon discovery. This limited warranty shall be void if the failure of the Service to conform is caused by (i) the use or operation of the Service with an application or in an environment other than as set forth in the then current documentation, or (ii) modifications to the Service that were not made by Bridge or Bridge's authorized representatives.

Neither Bridge nor its affiliates will knowingly introduce any time bomb, virus or other harmful or malicious code designed to disrupt the use of the Service.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 AND TO THE MAXIMUM EXTENT OF THE LAW, BRIDGE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BRIDGE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY BRIDGE IN THIS SECTION 7.

**8. Fees.** All payments are due within thirty (30) days of the date of the invoice and are non-cancellable and non-refundable except as provided in this Agreement, or as otherwise agreed to in the Order Form. Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, or as otherwise agreed to in the Order Form. If Customer requires a purchase order ("**P.O.**"), it shall be provided when the Order Form or SOW is signed. In no event shall Customer's failure or delay in providing a P.O. alter its payment obligations under the relevant Order Form or SOW. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. If Customer does not pay any amount (not disputed in good faith) when due, Bridge may charge interest on the unpaid amount at the rate of 1.5% per month (or if less, the maximum rate allowed by law). Bridge reserves the right (in addition to any other rights or remedies Bridge may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Customer will remain obligated to make all payments due under this Agreement. Customer agrees to pay Bridge's expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute.

**0. Service Standard.** Bridge will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**").

**9. Prohibited Information.** "**Prohibited Information**" means credit or debit card numbers, passwords, protected health information as defined in HIPAA (45 C.F.R. § 160.103), and information relating to a customer or consumer of a financial institution under GLBA (15 U.S.C. §§ 6801–6809). Customer's use of the Service does not require the entry or collection of Prohibited Information. Customer agrees not to use the Service to collect or manage Prohibited Information. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BRIDGE DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM CUSTOMER'S USE OF THE SERVICE TO COLLECT OR MANAGE PROHIBITED INFORMATION.

**11. Data Use.** Customer agrees that data derived from Bridge's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Bridge for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Bridge for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Bridge owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Data or any information that identifies or can be reasonably used to identify an individual person or Customer.

**12. Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Bridge does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Bridge is not responsible for Third-Party Services.

**13. OpenAI Integration.** Customer may activate the optional OpenAI integration feature included in the Service. Activation of this feature is at the discretion of Customer and may be used for certain compatible OpenAI solutions as identified in the current documentation. Customer is solely responsible for ensuring that it ascertains any approval or authorisation required before it activates and uses the OpenAI integration feature. The OpenAI integration feature is offered as a resource to our customers that have their own OpenAI corporate account and not intended to be used with free or public instances of OpenAI. Customer acknowledges and agrees that any reliance or use of any AI generated content is at their own risk and Bridge is not responsible for any use or content generated from the OpenAI tool/services. BRIDGE MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND (WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY) INCLUDING WITHOUT LIMITATION TO THE ACCURACY, RELIABILITY, LAWFULNESS, OR CORRECTNESS OF ANY CONTENT GENERATED THROUGH THE USE OF ANY THIRD-PARTY INTEGRATED OPENAI TOOL/SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BRIDGE DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM ANY THIRD-PARTY INTEGRATED OPENAI TOOL/SERVICES.

**14. Limitation of Liability.**

a. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

b. EXCEPT FOR ANY DAMAGES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR THE WILLFUL MISCONDUCT OF A PARTY, THE DEATH, BODILY INJURY OF ANY PERSON CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF A PARTY, PAYMENT OBLIGATIONS, OR INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 19 (IN RESPECT OF WHICH BRIDGE'S AGGREGATE LIABILITY SHALL BE AT THE LIMIT SPECIFIED AT THE END OF THIS SECTION), EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

c. BRIDGE'S TOTAL AGGREGATE LIABILITY UNDER OR IN RESPECT OF ANY INDEMNITY OBLIGATION UNDER THIS AGREEMENT SHALL BE LIMITED TO \$500,000.

**15. Confidentiality.** Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Bridge. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or

(iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Bridge will also comply with all court orders or subpoenas involving requests for such information.

**16. Proprietary Rights.** As between Customer and Bridge, the Bridge Intellectual Property is, and shall at all times remain the sole and exclusive property of Bridge. Bridge shall have the right, in its sole discretion, to modify the Bridge Intellectual Property. "**Bridge Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Bridge and/or its licensors; and (d) all other intellectual property owned by Bridge including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

**17. Term and Termination.** The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 17. In addition to any other rights and remedies that may be available, either party may terminate this Agreement: (a) for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party; or (b) immediately upon written notice if the other party files for bankruptcy, becomes the subject of any bankruptcy proceeding or becomes insolvent. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination, except termination by Customer under section 17(a) above, Customer shall promptly pay all unpaid fees due through the end of the term of any applicable Order Form or SOW. Upon expiration or any termination, Customer shall immediately cease use of the Service and remove Customer Data using the existing functionality in the Service. If Customer requires Bridge's assistance, the parties will agree to the fees, format and timeline for delivery of such Customer Data. Bridge will disable access to the applicable Service upon termination or expiration of the related Order Form or Agreement. Bridge will destroy all Customer Data within thirty (30) days after the expiration or termination of the related Order Form; provided, that Bridge may retain backup copies of Customer Data for a limited period of time in accordance with Bridge's then-current backup policy.

**18. Suspension of Service.** Bridge may suspend a User's access to the Service for a violation of Section 5 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Bridge will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Bridge. Customer agrees that Bridge will not be liable to Customer or a User if Bridge exercises its suspension rights as permitted by this Section 18.

**19. Indemnification.**

a. Bridge will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Bridge shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Data; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Bridge. If a claim of infringement or misappropriation is made, Bridge may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Bridge's obligation to indemnify hereunder, and return the unused portion of any prepaid Fees.

b. Customer will indemnify and defend Bridge from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (a) the Customer Data infringes or misappropriates the intellectual property rights of that third party; or (b) use of the Service by Customer or any User in violation of this Agreement or the AUP.

c. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party,

at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

**20. Notice.** Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 20. A copy of all notices to Bridge shall be sent to: getBridge, LLC, 434 Fayetteville Street, 9th Floor, Raleigh, NC 27601, Attention: General Counsel and, if by email, to [internallegal@ltgplc.com](mailto:internallegal@ltgplc.com). For purposes of service messages and notices about the Service, Bridge may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt.

**20. Force Majeure.** If Bridge is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures (a "**Force Majeure Event**"), such obligations will be suspended so long as those circumstances persist.

**21. Governing Law.** This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**22. Independent Contractors.** The parties are independent contractors and not agents or partners of, or joint venturers with, the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party

**23. Amendment; Entire Agreement. Precedence.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect.

**24. Assignment; Subcontracting.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other, which shall not be unreasonably withheld. However, either party may assign this Agreement to any Affiliate, or to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business or assets to which this Agreement pertains, by purchase of stock, assets, merger, reorganization or otherwise, and which has assumed in writing or by operation of law its obligations under this Agreement, provided that Customer shall not assign this Agreement to a direct competitor of Bridge. Any assignment or attempted assignment in breach of this Section shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns. Bridge may subcontract any part of this Agreement or an underlying Order Form or SOW to any Affiliate or third party, provided that it shall remain responsible for the actions and omissions of the relevant Affiliate or third party in accordance with this Agreement.

**25. Non-Waiver, Invalidity.** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**26. Consent to use Customer Name.** Customer agrees to allow Bridge to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.

**27. Survival.** Any terms that by their nature survive termination or expiration of this Agreement will survive. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and executed by authorized representatives of Bridge and Customer. This Agreement, including each relevant Order Form, SOW, and documents attached (t)hereto or incorporated herein by reference, constitutes the complete and exclusive statement of the parties' agreement as to

the subject matter hereof and supersedes all proposals, requirements documents, discussions, presentations, responses to questions, or prior agreements, commitments or promises, oral, electronic or written, between the parties or provided by one party to another, relating to the subject matter hereof. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy or right of action with respect to any statement, undertaking, promise, assurance, warranty, understanding or any representation or misrepresentation (whether contractual or non-contractual and whether negligently or innocently made) relating to the subject matter of this agreement and other than as expressly set out in this agreement as a warranty, in writing or not and made by or to any person. Nothing in this section shall, however, operate to limit or exclude any liability for fraud. Each Order Form and SOW is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form or SOW and the terms of this Agreement, the Order Form or SOW shall govern. Bridge objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, vendor portal or website. Neither Bridge's acceptance of Customer's purchase order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication, or act of Customer shall be deemed acceptance thereof or a waiver of any of the terms hereof. The party's obligations hereunder are neither contingent on the delivery of any future functionality or features of the Service nor dependent on any oral or written public comments made by Bridge regarding future functionality or features of the Service. No right or cause of action for any third party is created by this Agreement or any transaction under it.

**29. Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

## **EXHIBIT A**

### **Technical and Organizational Security Measures**

Bridge will only use Customer Data for the purposes of fulfilling its obligations under the Agreement. Bridge will maintain and enforce physical and logical security procedures with respect to its access and maintenance of Customer Data contained on Bridge servers.

Bridge will use reasonable measures to secure and defend its location and equipment against “hackers” and others who may seek to modify or access the Bridge servers or the information found therein without authorization. Bridge will test its systems for potential security vulnerabilities at least annually.

Bridge has a written information security program (“Information Security Program”) that includes administrative, technical, and physical safeguards that protect against any reasonably anticipated threats or hazards to the confidentiality of the Customer Data, and protect against unauthorized access, use, disclosure, alteration, or destruction of the Customer Data. In particular, the Bridge’s Information Security Program shall include, but not be limited, to the following safeguards where appropriate or necessary to ensure the protection of Confidential Information and Personal Data:

Access Controls – policies, procedures, and physical and technical controls: (i) to limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized persons and (ii) to authenticate and permit access only to authorized individuals.

Security Incident Procedures – policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Customer Data or information systems relating thereto, and procedures to identify and respond to validated security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

Contingency Planning – policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Customer Data or systems that contain Customer Data, including a data backup plan and a disaster recovery plan.

Device and Media Controls – policies and procedures that govern the receipt and removal of hardware and electronic media that contain Customer Data into and out of a Bridge data center, and the movement of these items within a Bridge data center, including policies and procedures to address the final disposition Customer Data.

Audit controls – hardware, software, and/or procedural mechanisms that record activity in information systems that contain or use Customer Data.

Data Integrity – policies and procedures to guard against the unauthorized disclosure, improper alteration, or unauthorized destruction of Customer Data.

Transmission Security – encryption of electronic information while in transit to guard against unauthorized access to Customer Data that is being transmitted over public communications network.

Secure Disposal – policies and procedures regarding the disposal of Customer Data, taking into account available technology that can be used to sanitize storage media such that stored data cannot be practicably read or reconstructed.

Testing – Bridge shall regularly test the key controls, systems and procedures of its Information Security Program to verify that they are properly implemented and effective in addressing the threats and risks identified. Tests will be conducted or reviewed in accordance with recognized industry standards (e.g. ISO27001 or SSAE18 and their successor audit standards, or similar industry recognized security audit standards).

Adjust the Program – Bridge shall monitor, evaluate, and adjust, as it deems necessary, the Information Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of Customer Data, and internal or external threats to Bridge or the Customer Data.

Security Training – Bridge shall provide annual security awareness and data privacy training for its employees that will have access to Customer Data.

Confidentiality - Bridge shall require that all Bridge employees who are granted access to Customer Data undergo appropriate screening, where lawfully permitted, and enter into a confidentiality agreement prior to being granted such access.