



G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace service ID number:	912033377143726
Call-Off Contract reference:	STA-0163
Call-Off Contract title:	Item Bank Hosting and Support
Call-Off Contract description:	Item Bank Hosting and Support
Start date:	23/04/2018
Expiry date:	23/04/2020
Call-Off Contract value:	£105,600
Charging method:	Purchase Order
Purchase order number:	TBC

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

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

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

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

From: the Buyer	Standards and Testing Agency 53-55 Butts Road Coventry CV1 3BH
To: the Supplier	Texuna Technologies Ltd 19 Berkeley Street London W1J 8ED Company number: 04003804
Together: the 'Parties'	

Principle contact details

For the Buyer:	[REDACTED]
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For the Supplier:	

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 24/04/2018 and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums
Extension period:	<p>This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 12 weeks written notice before its expiry.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>Under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS) if the:</p> <ul style="list-style-type: none"> ● Buyer is a central government department ● contract Term is intended to exceed 24 months

Buyer contractual details

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

G-Cloud lot:	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 2 - Cloud software - delete as appropriate</p>
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2
Additional services:	N/A
Location:	<p>The Services will be delivered to:</p> <p>Standards & Testing Agency 53-55 Butts Road, Earlsdon Park, Coventry, Cv1 3BH</p>
Quality standards:	The quality standards required for this Call-Off Contract are outlined in Schedule 1
Technical standards:	The technical standards required for this Call-Off Contract are as outlined in Schedule 1
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are outlined in Schedule 1
Onboarding:	The onboarding plan for this Call-Off Contract is outlined in Schedule 1

Offboarding:	The offboarding plan for this Call-Off Contract is outlined in Schedule 1
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £90,000 The annual total liability for Buyer Data defaults will not exceed £90,000 of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term The annual total liability for all other defaults will not exceed £90,000 of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive days.

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is via Purchase Order
Payment profile:	The payment profile for this Call-Off Contract is monthly in advance.
Invoice details:	The Supplier will issue electronic invoices monthly in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to Department for Education PO Box 407 SSCL Phoenix House, Celtic Springs Bus. Park Newport NP10 8FZ
Invoice information required – for example purchase order, project reference:	All invoices must include Purchase Order Number Supplier Address Supplier Bank Details Date of Invoice.
Invoice frequency:	Invoices will be sent to the buyer monthly in advance.
Call-Off Contract value:	The total value of this Call-Off Contract is [REDACTED]
Call-Off Contract charges:	The breakdown of the Charges is : [REDACTED]

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.

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<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

- 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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:		
Title:		
Signature:		
Date:		

Schedule 1 – Services



Item Bank - Texuna
Supplier Response.pd

Reference	Statement of Requirement
	Background
	The Standards and Testing Agency ("STA"), has a requirement for the continued provision and support of a computerised system (Item Bank Database) to help improve the efficiency and effectiveness of the test development process in support of the National Curriculum Assessments Programme.
	Introduction & Definitions
	All requirements are mandatory. Wording Conventions The Department for Education shall be known as 'the Department'.
1.	Technical Overview

For the purposes of this contract, the Item Bank solution (hereafter referred to as the 'Item Bank') can be considered to consist of the following logical groupings:

- Repositories;
- Analytical tools;
- Evidence Gathering tools;
- User Authentication; and
- Security (i.e. restricting access to repositories and tools).

1.1 Repositories

Within the Item Bank, there are two types of repository:

- A repository for the storage of questions, items, and stimuli (along with their associated metadata, supporting documents and psychometric information); and
- A repository for the storage of test-papers (along with their associated metadata).

1.2 Analytical Tools

To make use of the repositories, continued access to existing tools is required. For example:

- The on-screen manipulation and display of questions, items, and stimuli;
- The analysis of item and stimulus usage and subsequent creation of reports based on this analysis.

These analytical tools will continue to be capable of importing and exporting data in an agreed format.

1.3 Evidence Gathering Tools

Following analysis of information from the repositories, users will continue to have access to tools which facilitate the creation of evidence gathering sessions, including expert reviews and tests. The sessions will subsequently enable the user to export data from the expert reviews and tests and export the tests (in an agreed format) such that the tests can be further manipulated via a third party publishing tool.

1.4 User Authentication and Security

The existing arrangements for user authentication and security are to be maintained.

2. Storing and Managing Items

The following requirements specify those functions necessary to facilitate the storage and management of information contained within the repositories.

2.1 Storing and Managing Repository Items

2.1.1 Content Storage and Recall

The Solution must facilitate the user's ability to store and recall the items and associated information used in tests developed by the STA. There must be simple links between an item and its associated information to enable cross referencing. Associated information includes:

- mark schemes
- stimulus material (this includes texts, images, diagrams and graphs). It should be noted that one stimulus may have several associated items
- modified versions of items for accessibility purposes (e.g. braille, modified large print or versions for pupils with hearing impairment)

The solution must facilitate the onscreen display of an item (and other) lists in a viewable format.

2.1.2 Content Edit, Tracking & History

	<p>The solution must assign a unique reference code (ID) to each question, item and stimulus as they are added to the bank. The ID must start with a subject letter (R for reading, M for mathematics and S for science). For example, reading item 1 = R000001</p> <p>The solution must facilitate the user's ability to edit items, stimulus material and mark schemes in the repository or upload new versions, whilst maintaining previous versions. This includes the assignment of a status to each item to track at which stage of the development process is the item.</p> <p>Users must be able to view, compare and print information about all previous versions relating to an ID (for example, the item history).</p> <p>The solution must facilitate the definition of relationships between items by specifying, for example, groups of items which belong together (for example, items which together form a question).</p>
2.1.3	<p>File Format</p> <p>The Solution must facilitate the storage of questions, items and mark schemes in (at a minimum) Microsoft Word and PDF format. The existing arrangements for the file formats in which stimuli can be stored are to be maintained.</p>
3.	Metadata Creation & Management
3.1	Creating and Managing Metadata
3.1.1	<p>Metadata Creation, Edit & History</p> <p>The solution must facilitate the user's ability to assign, define and edit a variety of metadata and add additional metadata fields and categories (including specifying a list of possible values, if appropriate) to:</p> <ul style="list-style-type: none"> • questions • items • tests • expert reviews • stimulus materials <p>The solution must facilitate the user's ability to upload new metadata versions and record the history of the metadata such that, for example:</p> <ul style="list-style-type: none"> • changes are tracked, including information about: the user who made the change; when the change was made and the reason for the change; • comparison may be made between different versions of the metadata. <p>The Item Bank must facilitate the assignment of metadata by a software application or tool which interacts with the repository.</p> <p>The Solution should facilitate the user's ability to import metadata for items in bulk from an xls or csv file (or similar).</p>
3.1.2	<p>Psychometric Data Import</p> <p>The Solution must facilitate the user's ability to import psychometric information for items and tests in bulk from a file which has an agreed format.</p>
4.	Item Bank Resource Discovery
4.1	Resource Discovery Functions
4.1.1	<p>Resource Discovery Functions</p> <p>The Item Bank must facilitate the user's ability to browse, search and filter questions, items, stimuli, expert reviews and tests based on unique ID, metadata, status and history (for example, search for all items which appeared in a particular test).</p>

	<p>The solution must facilitate the user's ability to view the history of an item in terms of all of the expert reviews and tests it appeared in previously and where it appeared within those tests (i.e. the order in which it appeared), along with metadata relating to those tests and the item metadata when it was put into each test.</p> <p>The solution must facilitate the user's ability to view all the psychometric information against an item, selection of items or test.</p>
4.1.2	<p>Report Creation & Export</p> <p>The Item Bank must facilitate the user's ability to export reports (in Excel format) on selected tests or items containing summaries of metadata and psychometric information.</p>
5.	Evidence Gathering Tools
5.1	Tests functionality
5.1.1	<p>Expert Review and Test Creation & Reference</p> <p>The solution must facilitate the user's ability to create an expert review or a test and assign a unique reference code (subject to agreed business rules) to it. The expert review or test must be created within the repository from the stored items by specifying the items to be included and the order in which items will appear in the test (for example, which item appears first, second and so on).</p> <p>When a user creates a test the solution must automatically calculate and store the question number and item sequence number for each item within that test.</p>
6.	Users, Groups and Roles
6.1	User functionality
6.1.1	<p>User Authentication, Access & Administration</p> <p>The Item Bank must facilitate the requirement for users to:</p> <ul style="list-style-type: none"> • Log in to the item bank with a username and password • Be assigned different access rights depending on their role within a particular subject <p>The Item Bank must facilitate specified user's ability to assign log-in details and provide or amend access rights.</p> <p>The user interface must be consistent across subjects.</p>
7.	Non-Functional Requirements
7.1	Availability
7.1.1	<p>Solution Availability</p> <p>The Item Bank must be operational during core and non-core hours. Core hours are deemed to be 8am to 6pm Monday to Friday (not including Bank Holidays). Planned outages and non-essential system maintenance must take place during non-core hours and be agreed with the users more than one working week in advance of the outage.</p> <p>If a problem occurs which causes the Item Bank to become unavailable, users must be notified as soon as possible and at least within one working hour. A notice must be sent when the system is available again.</p> <p>The Item Bank must have a Recovery Time Objective of 8 working hours and a Recovery Point Objective of 24hours.</p>
7.2	Capacity
7.2.1	<p>Capacity and Concurrency</p> <p>The Item Bank must be able to support up to 100 concurrent users and a minimum of 2 million items (from an estimate of 25,000 tests) with associated questions, stimuli, supporting material, (such as mark schemes) and metadata, including all previous versions.</p>

	The Item Bank must prevent concurrent users from editing the same record at the same time.
7.3	Service Management
7.3.1	<p>Incident and Problem Management</p> <p>The approach to Incident and Problem Management must align with ITIL v3.</p> <p>References: ITIL http://www.itilofficialsite.com</p>
7.3.2	<p>Availability Management</p> <p>The approach to Availability Management must align with ITIL v3.</p> <p>References: ITIL http://www.itilofficialsite.com</p>
7.3.3	<p>Capacity Management</p> <p>The approach to Capacity Management must align with ITIL v3.</p> <p>References: ITIL http://www.itilofficialsite.com</p>
7.3.4	<p>Service Reporting</p> <p>The approach to Service Reporting must align with ITIL v3.</p> <p>NOTES:</p> <p>Existing Services within DfE utilise a Monthly Service report cycle.</p> <p>References: ITIL http://www.itilofficialsite.com</p>
7.3.5	<p>Support and Training Provision</p> <p>Supplier support must be available 9am to 5pm, Monday to Friday (this will align with the DfE helpdesk availability).</p> <p>The route for support calls must always follow the same process: Call originator > DfE Helpdesk > Supplier First Line Support</p> <p>Tenderers must offer support for their solution based on ITIL (v3) best practice (which includes both telephone and e-support at a minimum) for the duration of the contract.</p> <p>NOTES:</p> <p>The supplier support referenced above is that which is given directly to the DfE help-desk and not to the end-user (end-user support will be handled internally).</p> <p>References: ITIL http://www.itilofficialsite.com</p>
7.3.6	<p>Change and Release Management</p> <p>All changes to the system must be authorised by DfE's IT infrastructure change control board.</p> <p>Supporting Reference: ITIL http://www.itilofficialsite.com</p>
7.3.7	<p>Back up and Archive Management</p> <p>The Item Bank must contain an automatic back-up (a.k.a. 'archive') facility, or suppliers must ensure that back-ups are regularly scheduled (in line with ITIL best practice). In either case, Suppliers must ensure that the integrity of the back-ups are checked on a periodic basis (the frequency and nature of the back-ups shall be agreed with the DfE). Supporting Reference: ITIL http://www.itilofficialsite.com</p>

7.4	ICT Requirements <u>DfE Integration</u> Suppliers must comply with the Department's integration requirements which follow.
7.4.1	Platform Standards The Item Bank must be able to meet the Department's application platform standards, where appropriate: <ul style="list-style-type: none"> • Microsoft SharePoint • Microsoft CRM • Microsoft SQL Server 2008 • Microsoft Windows 2008 • Microsoft .NET
7.4.2	Data Standards The Item Bank must meet the Department's Information Standards, as published by the information standards board and principles of master data management. References: www.education.gov.uk/escs-isb
7.4.3	Solution Delivery The Item Bank must be delivered either as a Shared Software as a Service (SaaS) solution or hosted with the Department's strategic business application hosting partner.
7.4.4	Active Directory The Item Bank must integrate with Active Directory (AD) for internal users.
7.4.5	Identity Providers The Item Bank must be able to support integration with SAML2.0 compliant Identity Providers for external users.
7.4.6	Security Standards The Item Bank must comply with mandatory HMG Security Standards for up to Business Impact Level (BIL) 3 – level to be confirmed in Security Aspects Letter following award of contract. A Risk Management and Accreditation Documentation Set (RMADS) must be produced, and the solution must be accredited by the Departmental Security Unit (DSU), in line with HMG Security Policy Framework (SPF).
7.4.7	Branding The Item Bank must be capable of being re-skinned to reflect Departmental branding and 'look and feel' requirements. NOTES: Specific Departmental guidelines and brand material can be provided on request.
7.4.8	Accessibility The Item Bank must support web accessibility and be (at a minimum) compliant to Level AA of the W3C Web Content Accessibility Standards. References: AA Standard http://www.w3.org/TR/WCAG20/
8.	Additional Service Requirements
8.1	Future Testing Arrangements
8.1.1	Online testing It is likely that the Department will in future move to an online end-to-end process for the electronic

creation, publication, delivery and marking of tests and the post-test analysis of the outcomes. Therefore, the Item Bank must be capable of being adapted to suit such an environment to meet these needs in the future.

External User Access

The Item Bank must be capable of being adapted in the future to facilitate specified external user's ability to access a limited part of the bank (e.g. a specific selection of items) for the purposes of expert review, DTP, proofreading or item submission.

8.1.2

Storing and Managing Repository content

The Item Bank must facilitate:

- the user's ability to store items, mark schemes and stimulus material in a format suitable for publishing;
- the user's ability to store audio files against a test (e.g. for mental maths tests); and
- the user's ability to define relationships between items by specifying which items cannot go together in a test.

Creating & Managing Metadata

- The Item Bank must facilitate the user's ability to store and view psychometric information against an instance of an item in a particular test.
- For example, item R000001 had an average score of 1.2 when in test X and an average score of 1.3 when in test Y.

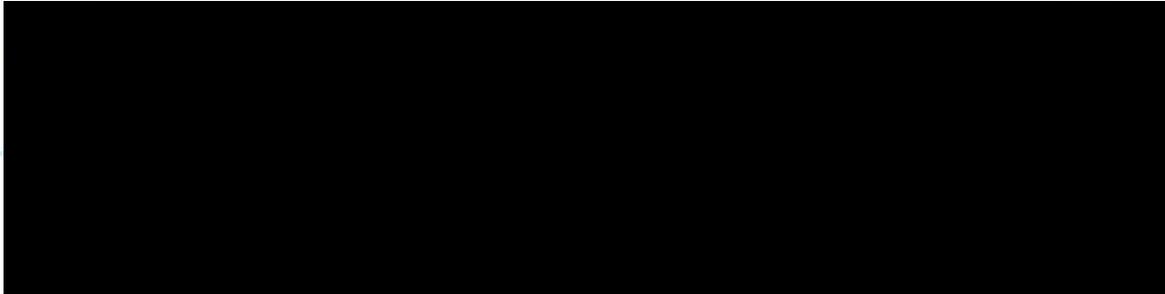
Resource Discovery Functions

The Item Bank must facilitate the user's ability to:

- export psychometric information for a selection of items into an xls or csv file (or similar); and
- export reports into external documents (e.g. in Word or PDF), for example for the purpose of taking to a meeting or for recording.
- For example, prior to test construction a report may be run to list all items in the bank which are available for the live test. A copy of this report may be saved in the documentation relating to the test construction meeting in order to maintain a record of what items were available for selection at that time.

Schedule 2 - Call-Off Contract charges

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



Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.4 (Relationship)
 - 8.7 to 8.9 (Entire agreement)

- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.62 (Data protection and disclosure)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- 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 Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 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:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- 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 if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.

- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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:
- 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
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 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
 - 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:
- a broker's verification of insurance
 - receipts for the insurance premium
 - 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:
- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - promptly notify the insurers in writing of any relevant material fact under any insurances
 - 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:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Act (DPA) or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance