



Crown
Commercial
Service

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:	344218170357862
Call-Off Contract reference:	CSR048
Call-Off Contract title:	Recruitment Platform for Government: Applicant Tracking System
Call-Off Contract description:	The provision of an Applicant Tracking System (ATS) to support Civil Service HR deliver recruitment services for the Civil Service and NDPBs.
Start date:	16th March 2018
Expiry date:	15th March 2020
Call-Off Contract value:	up to £1,000,000 (including expenses)
Charging method:	By Invoice
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	Cabinet Office on behalf of Civil Service Human Resourcing 70 Whitehall Westminster London SW1A 2AS
To: the Supplier	World Careers Network Plc REDACTED
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Senior Supplier Engagement Manager Name: REDACTED Email: REDACTED Phone: REDACTED
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For the Supplier:	<p>Title: Finance Director</p> <p>Name: REDACTED</p> <p>Email: REDACTED</p> <p>Phone: REDACTED</p>
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Call-Off Contract term

Start date:	This Call-Off Contract Starts on 16th March 2018 and is valid for 24 months.
Ending (termination):	<p><u>Product Evaluation Phase (PEP)</u></p> <p>In line with the term outlined in Performance of the Service and Deliverables, no notice period will be required.</p> <p>The PEP Assessment was scheduled for 25th April 2018. Subsequently, the PEP period was extended for an additional 2 weeks with a further assessment scheduled for 11th May 2018. A decision will be made within 5 working days of this date.</p> <p><u>Post PEP</u></p> <p>The notice period needed for Ending the Call-Off Contract that can be given by the Parties is at least 90 Working Days from the date of written notice for disputed sums or at least 90 days from the date of written notice for Ending without cause.</p>
Extension period:	<p>This Call-Off Contract can be extended by the Buyer for 2 period(s) up to the maximum date of 15th March 2022, by giving the Supplier three (3) months 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</p>

	21.3 to 21.8.
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Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and detailed in Schedule 1 – The Services.
Additional services:	If additional/revised requirements are identified as a result of the PEP, both parties will agree a variation to the current contract in line with the Change control procedure. The supplier will ensure that any new requirements are delivered to meet the identified user/business need in line with industry best practice.
Location:	The Services will be delivered to: Bristol London Newcastle Leeds
Quality standards:	The quality standards required for this Call-Off Contract are outlined in the Specification, Request for Clarification and all subsequent responses provided (See Schedule 1).
Technical standards:	The technical standards required for this Call-Off Contract are outlined in the Specification, Request for Clarification and all subsequent responses provided (See Schedule 1).

Service level agreement:	The service level and availability criteria required for this Call-Off Contract are outlined in Schedule 1.
On-boarding:	<p>The on-boarding plan for this Call-Off Contract is:</p> <ul style="list-style-type: none"> - An Implementation plan will be agreed with the supplier within 6 weeks of a successful PEP outcome. - 10-week Product Evaluation Period (PEP). - 2 departments to start using MVP from month 5. - Roll out to other departments from month 7. - All data migration activity and co-training will be delivered in line with the Implementation approach & costs provided by WCN (See Schedule 1). <p>The above timescales are estimated timescales and are subject to satisfactory completion of each stage i.e. PEP, Pilots etc.</p>
Off-boarding:	<p>The off-boarding plan for this Call-Off Contract is:</p> <p>An Exit Plan will be mutually agreed, in conjunction with the specification, request for clarification and responses provided (see Schedule 1).</p> <p>The Supplier will update this plan whenever there are changes to the Service that make a material difference to the Exit Plan. A Statement of Work (SoW) may be agreed between the Buyer and the Suppliers to specifically cover the exit plan.</p> <p>The initial 24 Month & Additional Exit Plan is detailed below and will be reviewed annually. The final Exit Plan should be agreed 6 months before contract end.</p>

	<p>24 Month Exit Plan & Additional Exit Plan in the Event of Contract Extension</p> <ol style="list-style-type: none"> 1. Buyer shall procure and go-live with a replacement Service 6 months prior to the Contract Expiry date or the end of any Contract extension. 2. At go-live Departments shall raise new vacancies and run the recruitment campaigns in the replacement platform. 3. Departments shall continue to run old recruitment campaigns for vacancies raised prior the go-live of the replacement platform in the existing platform. 4. 10 days prior to the Contract Expiry date or the end of any Contract extension, the Buyer shall download (using the data download tools) any candidate or vacancy data that it wishes to retain. Data is downloaded in an industry standard format and shall be reformatted and tested as required by the Buyer. 5. The Supplier shall, on request, provide up to half-an-hour refresher training on data downloading to a super-user at the Buyer. 6. No additional technical information, instructions, manuals, code, IPR, customisations, configurations or databases are required. 7. If the Buyer requires the Supplier to provide any data, the Buyer shall notify and provide details to the Supplier at least 3 months prior to the Contract Expiry date or the end of any Contract extension; and the Supplier shall provide, at the Buyer's cost, such data 10 days prior to the Contract Expiry date or the end of any Contract extension. 8. There are no TUPE requirements.
Collaboration agreement:	Not Applicable
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000.

	<p>The annual total liability for Buyer Data defaults will not exceed either £1,000,000 or 125% (one hundred and twenty-five percent) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). This is exclusive of any third party GDPR liabilities as defined under GDPR regulation.</p> <p>The annual total liability for all other defaults will not exceed either £1,000,000 or 125% (one hundred and twenty five percent) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract ● 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) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.</p>
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> • operation of the Call-Off Contract entered into with the Buyer • Services provided under this Call-Off Contract (including any Subcontracts)

	<ul style="list-style-type: none"> • amounts paid by the Buyer under the Call-Off Contract <p>7.6 The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> • 7 years after the date of Ending or expiry of this Call-Off Contract • another date agreed between the Parties <p>7.7 During the timeframes highlighted in clause 7.6, the Supplier will maintain:</p> <ul style="list-style-type: none"> • commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations • books of accounts for this Call-Off Contract • MI reports • access to its published accounts and trading entity information • proof of its compliance with its obligations under the Data Protection Act and the Transparency provisions under the Framework Agreement • records of its delivery performance under the Call-Off Contract, including that of its Subcontractors <p>7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.</p> <p>7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:</p> <ul style="list-style-type: none"> • provide audit information without delay • provide all audit information within scope and give auditors access to Supplier Staff
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7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the National Audit Office or auditors appointed by the Audit Commission access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:

- the accuracy of Charges (and proposed or actual variations to them under this Call-Off Contract)
- any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges under the Call-Off Contract
- the integrity, Confidentiality and security of the Buyer Data held or used by the Supplier
- any other aspect of the delivery of the Services including to review compliance with any legislation
- the accuracy and completeness of any MI delivered or required by the Call-Off Contract
- any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect
- the Supplier's own internal reports and records
- the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date

7.11 The Supplier will reimburse the Buyer its reasonable Audit costs if it reveals:

- a Material Breach

7.13 Subject to 7.14, each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.

7.14 Where annual audit obligations exceed 2 days of the Supplier's time,

	Supplier shall notify Buyer and the Supplier shall charge time costs exceeding 2 days, except where the initial investigation has identified a high risk of and/or revealed a serious or material breach.
Buyer's responsibilities:	<ul style="list-style-type: none"> • The Buyer is responsible for Providing WCN with all necessary cooperation in relation to the agreement and all necessary access to such information as may be required by WCN in order to render the Services, including but not limited to Buyer Data, specification information, security access information and software interfaces to the website; • Comply with all applicable laws and regulations with respect to its activities under the agreement; • Provide WCN with a completed Post Implementation Review (see Annex B) in the form provided by WCN within 30 days of Go Live • Provide WCN with a completed client satisfaction survey (see Annex B) in the form provided by WCN within 15 Business Days of the end of each calendar quarter; • Carry out all Buyer responsibilities set out in the agreement or in any of the schedules included within the Terms and Conditions (attached separately) in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, WCN may adjust any timetable or formerly agreed delivery schedule as reasonably necessary. • Ensuring Buyer system users have access to the minimum browser requirements to access the E-recruitment system. • Provide WCN with quarterly volume forecasts (approximate, including large scale campaigns) to support WCN infrastructure planning.
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes the provision of Laptops, PC's or devices to ensure Buyer system users have access to the minimum browser requirements to access the E-recruitment system as detailed in Schedule 1 – The Services.

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Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>[REDACTED]</p>
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is by invoice/BACS.
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to:</p> <p>CSHR Finance – <u>REDACTED</u></p> <p>Digital – <u>REDACTED</u></p>
Invoice information required – for example	<p>All invoices must include:</p> <ul style="list-style-type: none"> • PO number

purchase order, project reference:	<ul style="list-style-type: none"> • Contract title and reference • Invoice amount • Date • Breakdown of invoice e.g. number of project days as proposed in pricing and day rate.
Invoice frequency:	Invoice will be sent to the Buyer approximately on a monthly basis to cover 2 sprints at a time and payment will be made in arrears. Note – sprint costs are not to be split across separate invoices.
Call-Off Contract value:	The total value of this Call-Off Contract is up to £1,000,000 (including expenses).
Call-Off Contract charges:	The breakdown of the Charges are detailed on Schedule 2.

Additional buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following:</p> <p><u>Product Evaluation Phase (PEP)</u></p> <p>As agreed during Clarification (See Schedule 1), the 1st phase of this agreement will cover the PEP. The PEP phase will consist of a 10-week inception phase with the supplier to build an initial Minimum Viable Product. Progression beyond this phase is dependent on the proposed solution meeting the criteria outlined in Appendix D both in terms of requirement and cost. If this criteria is not met, CSHR reserve the right to terminate this arrangement in line the Call-off Contract term section above.</p> <p><u>Performance Management</u></p> <p>Supplier Performance will be rated against the balanced scorecard covering performance, resourcing, delivery and partnering by the Delivery, Portfolio and Supplier Engagement Managers on a monthly basis. Any scores which cannot be agreed will be escalated accordingly.</p> <p>Performance against this call off contract will also be reviewed formerly at</p>
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	<p>contract management meetings as required.</p> <p><u>APIs</u></p> <p>[REDACTED]</p>
Guarantee:	Not Applicable
Warranties, representations:	Not Applicable
Supplemental requirements in	See Schedule 7 – GDPR.

<p>addition to the Call-Off terms:</p>	<p>See Schedule 8 - Security Management - The Supplier will work with the Buyer and Cabinet Office Security to review and agree Schedule 8. The Security Management Schedule will be agreed by both parties within 12 weeks of a successful PEP outcome. The Buyer shall lead this effort including the development, if required of any Security Management Plan and an Information Security Management System as laid out in Part B 16.1. The Buyer shall prepare Schedule 8, the Security Management Plan and any other required documentation based on the Documents and any shareable Supplier documents relating to ISO27001:2013, Cyber Essentials Plus, and prior RMADS. Once drafted, if a face to face meeting is required, the Buyer shall meet at Supplier's premises to work with Supplier's resources to complete. Any Supplier resources great than 2 days or requirements (immediate or ongoing) in excess of those laid out in the Documents shall be at the Buyer's cost. For the avoidance of doubt, this clause takes precedence over Part B clause 16.1,</p>
<p>Alternative clauses:</p>	<p>Not Applicable</p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms:</p>	<p>[REDACTED]</p>

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Public Services Network (PSN):	Not Applicable

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 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:	REDACTED	Buyer
Name:	REDACTED	
Title:	CEO	
Signature:	REDACTED	
Date:	9 March 2018	

Schedule 1 - Services

Schedule 1 – The Services

1. The Supplier shall deliver the Services per the documents listed below under Response to RFC, Additional clarification responses, Supplier Presentation and Pricing template (the “Documents”) in response to the documents listed below under Specification and Questions & Answers Log (Q&A) which shall be deemed to be incorporated into this Contract.

Document	Version
Specification	ATS Procurement Specification v1.0 (Final)
Response to RFC	WCN RFC response This includes: WCN – CSHR RFP Response 25Oct17.pdf 6.ATS evaluation – functional fit – 25Oct17.xlsx
Question & Answers Log (Q&A)	Response to the Q&A Log during the clarification period. Final log published 17.10.17
Additional clarification responses	171211 RE Action please ATS Pricing 171214 RE ATS Clarification questions for response required 5pm 13-12-17 171219 Areas for Discussion 180123 RE Approach to QA – Written confirmation
Supplier Presentation	171214 WCN CSHR ATS Evaluation Presentation final (CSHR Copy)
Pricing template	171127 WCN ATS pricing template – stage 2 v2.0 (final)

Appendix A – Contract documents

1. Specification



8. ATS Procurement
Spec V1.0 (Final).pdf

2. RFC response

[REDACTED]

3. Q&A log



1. RPG ATS Q&A
Summary sheet.xlsx

4. Additional Clarification responses

[REDACTED]

5. Supplier Presentation

[REDACTED]

6. Pricing template

[REDACTED]

Appendix B - SLAs

The final SLA document embedded into this contract is: ATS Vx SLAs v1.2.



ATS Vx SLAs v1.2
(2).xlsx

Appendix C - Service Credits

Service Credits are per the WCN G-Cloud Service Definition Document unless otherwise agreed between both parties in line, but not limited to the standard offer within 3 months of a successful PEP outcome.

Appendix D - PEP Assessment Criteria

User experience:

The objective of this part of the Product Evaluation Period is to assess how well the Supplier's ATS meets the Buyer's stated requirement for an easy to use and intuitive system. This evaluation will be achieved through structured usability testing.

The Buyer will share the results of the user experience evaluation with the Supplier. The Buyer and Supplier will agree a prioritised list of changes and improvements to make, and work together to deliver iterative improvements. The Supplier has the right to share user experience improvements identified and delivered through this process with its other clients.

The process will work as follows:

- We will carry out user testing with a range of users from a selection of departments.
- We will conduct controlled testing of the vacancy creation and application management workflows.
- Through testing we will assess how users use the system, what works well and not so well, recording where mistakes are made and where users get stuck.
- Users will be asked to score their user experience against a set of criteria and provide narrative feedback.
- If the scores and / or feedback indicates aspects of the service are not easy to use and intuitive, the Buyer will work with the Supplier to come up with a program of work that might reasonably be requested of a SaaS vendor to resolve the issues through further iteration of the user experience.

- If the Buyer and Supplier are unable to agree a mutually acceptable program of work to resolve the issues, then the Buyer may exercise the contract break clause.
- If the UX is not as demonstrated during the tender process, enhancements will be made at the Supplier's cost, otherwise enhancements will be co-funded.

Configurability:

The objective of this part of the Product Evaluation Period is to assess how the Supplier's ATS can be configured to deliver the Buyer's requirements. The Buyer recognises that minimising configuration complexity and the cost of maintaining configuration is dependent on working collaboratively with the Supplier to adopt best practice solutions. Where the Buyer's operating context means a more bespoke solution is required, the Supplier will seek to deliver the most effective and simple way to deliver a solution.

The process will work as follows:

- The Buyer will work with the Supplier to agree a workable level of configuration in order to deliver a service that is maintainable by the Buyer.
- Where configuration is required to deliver mandatory requirements, (mandatory in that they are bound by legislation or Civil Service policy) as specified in the Documents, it is expected that the Supplier can demonstrate a solution that is maintainable by the Buyer and does not result in complexity that it would be unreasonable for the Buyer to maintain in terms of time, cost and quality.
- If requirements cannot be met through configuration or the solution proposed results in unreasonable complexity, and they are fundamental to the Buyers operating model, the Buyer reserves the right to exercise the contract break clause.

Integration / API's:

The objective of this part of the Product Evaluation Period is assess how the Supplier's APIs can meet the Buyer's vision of building and owning the candidate experience. The vision was outlined as part of the pre-procurement and tender process. Responding to these high-level requirements, the Supplier has confirmed that at a high-level their APIs are able to support this vision. The Supplier has given the Buyer

access to their API development tools in order to expedite more detailed investigations based on more granular requirements.

- As part of the pre-procurement and tender process, CSHR has clearly laid out its vision for a recruitment platform for government. The key element of this vision is that CSHR will build and own the candidate experience. CSHR are working agilely to determine how best to achieve the vision, have not detailed the steps to the vision, how they aim to achieve this vision and thus the exact requirements of the API are unclear.
- WCN have described their API's, demonstrated a number of ways their API's are actually used today, given CSHR access to their API's for the past year and stated that they will work in partnership with CSHR to enable the delivery of this vision.
- The PEP will be used to test the API's available within the VX platform, through delivery of requirements for MVP and standalone technical investigation spikes to assess other areas of functionality.
- Based on what we have learnt during the PEP, we will appraise whether the API's will be able to support our vision. If there is a disparity between our requirements and what the API's can deliver, we will work with WCN to put in place a program of work to develop the API's to meet our needs. This will be done on the following basis:
- If the APIs do not have the functionality as stated in the technical specification the Supplier has shared, enhancements will be made at the Supplier's cost.
- If the API enhancements are needed to meet the Buyer's detailed requirements, the Supplier will fund up to 10 days' technical development resources with the remaining funded in accordance with the following:
 - Generic API development – WCN fund
 - CSHR specific API development – CSHR fund
 - CSHR required API development but will benefit wider customers – split funding

- The Buyer may exercise the contract break clause if the APIs do not function as described and the Supplier is unable or willing to make changes for them to be compliant. Furthermore, if further enhancements are required to meet the Buyer's requirements and the cost of development is such that it would render the Supplier's bid to no longer be the Most Economically Advantageous Tender, then the Buyer may exercise the contract break clause.

Schedule 2 - Call-Off Contract charges

1. Summary of Contract Charges

The following charges will be applicable for the initial 2-year period of this Call-Off Contract:

REDACTED

Further details and breakdown of the charges are provided below.

2. Implementation Fees

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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.

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

11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

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

- 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
- 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:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 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 policy 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:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- 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, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

- 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 available 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 - Not applicable
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 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:

- 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
- 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 CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer 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, available at <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:

- an executed Guarantee in the form at Schedule 5
- 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 the notice to the Supplier 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:

- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

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

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

- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- any fraud

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

- 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
- an Insolvency Event of the other Party happens
- 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:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
 - 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:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

- 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
- 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
- work with the Buyer on any ongoing work
- 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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

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

21. Exit plan

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

- 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
- 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
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- 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:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

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

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

process.

23. Force majeure

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

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

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

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

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

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

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

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- 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:

- the activities they perform
- age
- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will cooperate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- its failure to comply with the provisions of this clause
 - any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.
30. Additional G-Cloud services
- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.
31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a

Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date in the form set out in Schedule 3.

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

- work proactively and in good faith with each of the Buyer's contractors
- co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

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

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

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

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 4 - Alternative clauses

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 5 - Guarantee

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above

	<ul style="list-style-type: none"> ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer	take the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Call-off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-off Contract, including any Personal Data Breach.
DPA 2018	Data Protection Act 2018
Data Protection Legislation or DPA	means: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; (ii) any successor legislation to the GDPR or the Data Protection Act 1998; (iii) the EU Directive 2002/58/EC, as transposed into domestic

	<p>legislation in the UK by the Privacy and Electronic Communications (EC Directive) Regulations (2003/2426) and by equivalent legislation in other EEA member states, and as amended, replaced or superseded from time to time; (iv) the Regulation of Investigatory Powers Act 2000; (v) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699); (vi) the LED; and then (vii) all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.</p>
Data Protection Impact Assessment	an assessment by the Buyer of the impact of the envisaged processing on the protection of Personal Data.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Parties (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Parties, of their Subcontractors or any of the Parties Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>

Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
Documents	The Supplier shall deliver the Services per the documents listed below under Response to RFC, Additional clarification responses, Supplier Presentation and Pricing template (the "Documents") in response to the documents listed below under Specification and Questions & Answers Log (Q&A) which shall be deemed to be incorporated into this Contract.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.

Employment Status Indicator test tool or ESI tool	<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>http://tools.hmrc.gov.uk/esi</p>
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	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).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK

	Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, 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 ● 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 ● all other rights having equivalent or similar effect in any country or jurisdiction

Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	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.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
LED	Law Enforcement Directive (Directive (EU) 2016/680)
Loss	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 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with

	the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
PEP	Product Evaluation Phase
Personal Data	As defined in the GDPR.)
Processing	This has the meaning given to it under the GDPR. 'Process' and 'processed' will be interpreted accordingly.
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit

	Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising 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 the such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the

	Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Sub-processor	Any third Party appointed to process Personal Data on behalf of the Supplier related to this Call-off Contract
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR

1. DATA PROTECTION

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 7 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor. Annex A of this Schedule 7 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject. To the extent that the Supplier processes Personal Data as part of the provision of Services it shall do so in accordance with this Schedule 7. The only processing that the Supplier is authorised to do is listed in Annex A to Schedule [7] or as otherwise instructed by the Buyer in writing.
- 1.3 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.
- 1.4 The Supplier shall provide all reasonable assistance to the Buyer at the Buyer's cost in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Buyer, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.5 The Supplier shall, in relation to any Service Personal Data processed in connection with its obligations under this Call-off Contract:
- (a) process that Personal Data only in accordance with Schedule [7] Annex A, unless the

Supplier is required to do otherwise by Union or Member State law to which the Supplier is subject. In such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits disclosure of such information on important grounds of public interest;

- (b) ensure that it has in place Protective Measures, as part of the Supplier's security management systems which have been reviewed and approved by the Buyer, such approval not to be unreasonably withheld 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;
- (c) ensure that :
 - (i) the Supplier Staff do not process Personal Data except in accordance with this Call-off Contract (and in particular Annex A to Schedule 7);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise permitted by this Call-off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - (i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37)
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data;
- (e) at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of the Call-off Contract unless the Supplier is required by Law to retain the Personal Data.

1.6 Subject to clause 1.7, the Supplier shall notify the Buyer immediately if it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Call-off Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or (f) becomes aware of a Data Loss Event.

1.7 The Supplier's obligation to notify under clause 1.6 shall include the provision of further information to the Buyer in phases, as details become available.

- 1.8 Taking into account the nature of the processing, the Supplier shall provide the Buyer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.6 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- (a) the Buyer with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Buyer to enable the Buyer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Buyer following any Data Loss Event;
 - (e) assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Buyer with the Information Commissioner's Office.
- 1.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- (a) the Buyer determines that the processing is not occasional;
 - (b) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - (c) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.10 Subject to clause 1.11, The Supplier shall allow for audits of its Data Processing activity by the Buyer or the Buyer's designated auditor.
- 1.11 Any audits conducted pursuant to clause 1.10 shall be conducted during reasonable times and upon the Supplier receiving reasonable advance notice from the Buyer. Such audits shall be of reasonable duration and shall not unreasonably interfere with the Supplier's day-to-day

operations. Each audit and review shall be conducted upon the Buyer's reasonable request. Further, the Buyer shall not conduct an audit more than once per year unless the Buyer determines in its reasonable discretion that additional audits are necessary.

- 1.12 Before allowing any Sub-processor to process any Personal Data related to this Call-off Contract, the Supplier must:
- (a) notify the Buyer in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Buyer;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule 7 such that they apply to the Sub-processor; and
 - (d) provide the Buyer with such information regarding the Sub-processor as the Buyer may reasonably require.
- 1.13 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.14 The Supplier may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call-off Contract).
- 1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.16 The Supplier may charge reasonable costs associated with activities to support the Buyer under clauses 1.8, 1.10, and 1.15.
- 1.17 Where such activity is related to the Supplier's own obligations, the Buyer will not be liable for any costs.

Annex A: Processing, Personal Data and Data Subjects

1. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	Subject Data (applicant and employee personal data) is collected during a recruitment process for recruiting-related purposes only.
Duration of the processing	Data shall be processed for the duration of the recruitment campaign and up until its erasure as described below in "Plan for return and destruction".
Nature and purposes of the processing	<p>Nature and purpose for collecting personal data are;</p> <ol style="list-style-type: none">1. Personal Contact data is used to communicate with candidates and employees during the recruitment process.2. Screening/Selection data is used to decide on candidate suitability for jobs that are applied to or to identify jobs for which we think candidates may be more suitable. Screening may be manual or automatic or a combination of both.3. Evaluation data is used to record assessment of candidate suitability for jobs that the candidate is being considered for including status within the recruitment process.4. Candidate feedback & tracking data is used to

improve the recruitment process for future candidates. Tracking data is also used for programmatic advertising and to personalise the recruitment journey through the display of pertinent content.

5. Special Requirements data is used to make accommodation in the recruitment process for any needs participants may have.

6. Candidate Contractual Information and Other Contractual Information is used to compile contractual documentation (e.g. job offer and contract) and to record the contract. Candidate data may also be transferred to other systems that under the control of the data controller, data processor and subcontractors (e.g. payroll systems, reporting tools).

7. On-Boarding Information is used to prepare for new hires starting work including setting up payroll information, benefits, and proof of right to work, including the transfer of information to other systems and subcontractors e.g. payroll systems, background checking agencies

8. EEO Information is used to monitor the recruitment process to ensure recruitment practices are fair.

9. Data is used as part of aggregate data used by decision analytics, algorithms and reports to provide analysis, insights and predictions to help improve recruitment and drive efficiencies.

	<p>10. Data is erased as described under "Plan for return and destruction" or at a subjects request.</p> <p>In carrying out the above, the data is processed as follows:</p> <ul style="list-style-type: none"> • Collected via web forms and received by email from candidates, employees and subcontractors (such as recruitment agencies) • Stored in a server farm • Processed by computer including: performing calculations; evaluating information and recording results; reformatting information; analysing and the creation of algorithms, insights and predictions; • Re-presented, transferred and communicated via web pages, email, text and file transfers • Erased and destroyed
<p>Type of Personal Data</p>	<p>During the recruitment process subjects may be required to provide the following types of data;</p> <p>Personal Contact</p> <p>Names, e-mails, address, phone numbers etc.</p> <p>Screening/Selection Information</p> <p>CV / Resume, education results, work experience, significant achievements, etc.</p>

Some of this information may include enough information to personally identify a candidate e.g. your CV/Resume.

Evaluation Data

Information provided by other people involved in the recruitment process about a candidate's suitability for employment and status within the recruitment process.

Feedback on the recruitment process

Optional information consisting of feedback on the recruitment process.

Special Requirements

Optional information provided by candidates e.g. medical needs, dietary requirements, disability, dyslexia, study abroad.

Candidate Contractual Information

Information provided by candidates which is required for final contract (in addition to Personal Details). Includes acceptance of offer.

Other Contractual Information

	<p>Information added by the employer in order to draw up contract e.g. salary, job title, hours.</p> <p>On-Boarding Information</p> <p>Additional information supplied by the candidate in order to complete the hiring process and may include bank details, proof of right to work, next of kin, etc.</p> <p>Equal Employment Opportunity (EEO) Information</p> <p>Gender, Race, Religion, Veteran, Disability, or other diversity information</p>
Categories of Data Subject	Employees and candidates.
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>Data shall not be returned.</p> <p>Subject data can be auto-anonymised after a period specified by the data controller in the vacancy.</p> <p>Alternatively deletion can be achieved by the data controller through a manually audited processes at a period specified by the data controller.</p>

Schedule 8 - Security Management

Draft Security Schedule



27112017 Draft
Security Schedule - I

Annex B: Post Implementation Review (PIR) form and Client Satisfaction Survey form



4 - PIR Template.xlsx 4 - PIR Template.xlsx



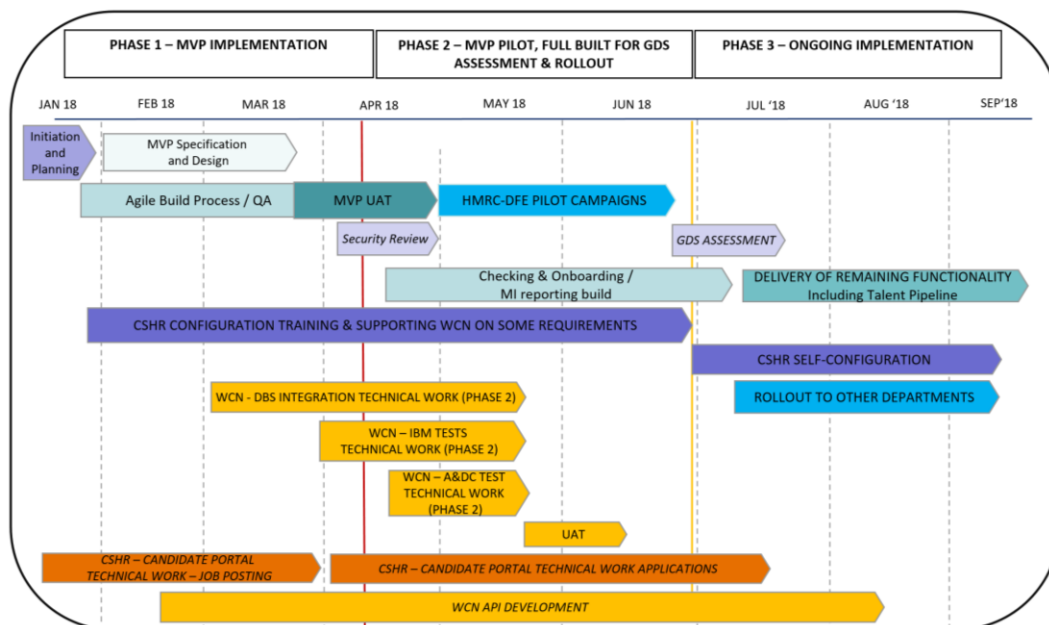
CSS Survey.pdf

Annex C: Project Approach & Timetable

The below lays out the approach and timetable, not the scope of the solution which is covered in the Documents, and its sole purpose is in relation to discussion of Supplier Configuration, Project Management and QC resource in the context of Schedule 2 clause 2.1.3.

1. Phase 1 solution is specified and built agilely up to end April including UAT and user testing.
2. The solution is signed off by GDS on 11 May, and piloted during May and June.
3. The security review is kicked-off in April and follows the process described in the clauses of Part A- Order Form -Supplemental requirements in addition to the Call-Off terms.
4. The GDS assessment of recruitment portal delivered by CSHR takes place late June to mid-July.

High Level Project Implementation Timeline



5. The next 2 phases of deliverables includes functionality across a wider range of functional areas. Checking, On-boarding & MI reporting standard solution are specified and delivered in Phase 2 from May to July. Any remaining functionality is specified and delivered in Phase 3 from July to the end of December. In the event that there are a number of improvements identified as a condition to passing PEP, the Buyer and Supplier will work together to define a workable approach.
6. Buyer configuration resource training takes place January to June. Buyer provides the following configuration resources: 100% of the lead configuration resource from January, 50% of second resource from mid-April and 40% of a third resource by May. The lead resource shall take

responsibility for training the other resources. Led by the Supplier, this configuration resource shall support in the delivery of phases 1 & 2, and thereafter lead configuration (with additional Supplier resource available on request at Buyer's cost).

7. The output of Phase 1, 2 and 3 is the delivery of a standard COTs solution. The standard shall be rolled out to departments from the second week of July led by the Buyer and completed at latest by the end of December. Supplier shall support with the training (as address in this Agreement outside of this annex). CSHR lead the roll-out of standard solution to departments, with additional Supplier resource available on request at Buyer's cost.
8. The yellow and orange arrows above cover the phasing of integration and technical support work and scope of which is addressed in this Agreement outside of this annex.