

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	[data redacted]
Call-Off Contract reference	Reference to be assigned by the Buyer once the contract is signed
Call-Off Contract title	Legislation Platform maintenance and development services
Call-Off Contract description	As defined in Schedule 1
Start date	1 August 2023
Expiry date	31 July 2025
Call-Off Contract value	[Data redacted]
Charging method	As set out in Schedule 2: Call-Off Contract charges
Purchase order number	[Data redacted]

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

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

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

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

From the Buyer	<p>Secretary of State for Culture, Media and Sport ("DCMS") as represented by The National Archives</p> <p>Contact: [Data redacted]</p> <p>Bessant Drive</p> <p>Kew</p> <p>Richmond</p> <p>Surrey</p> <p>TW9 4DU</p>
To the Supplier	<p>The Stationery Office Limited</p> <p>[Data redacted]</p> <p>18 Central Avenue</p> <p>St Andrews Business Park</p> <p>Norwich</p> <p>NR7 OHR</p> <p>United Kingdom</p> <p>Company number: 03049649</p>

Together the 'Parties'**Principal contact details****For the Buyer:**

Title: [Data redacted]

Name: [Data redacted]

Email: [Data redacted]

Phone: [Data redacted]

For the Supplier:

Title: [Data redacted]

Name: [Data redacted]

Email: [Data redacted]

Phone: [Data redacted]

Call-Off Contract term

Start date	<p>This Call-Off Contract Starts on 1 August 2023 and is valid for 24 months.</p>
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a minimum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p> <p>The notice period for the Buyer for the end of the Contract term is a minimum of 90 days, provided that the Supplier ensures that all Exit Management information required under this Contract is kept up to date, and changes to that information are reported on a monthly basis to the Contract Board.</p>

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier a minimum of 3 months' written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <p>Lot 3: Cloud support</p>
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>As specified out in Schedule 1</p>
Additional Services	<p>Security management standards required for this Call-Off Contract are as specified in these terms, and in Schedule 1.</p>

	The Supplier must have a Cyber Essentials Plus certificate (or equivalent) required for the Services, before the Start date and held for the duration of the Framework Agreement.
Location	The Services will be delivered to The National Archives, Kew, Surrey TW9 4DU
Quality Standards	The quality standards required for this Call-Off Contract are as specified in Schedule 1.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are as specified in Schedule 1.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as specified in Schedule 1.
Onboarding	The onboarding plan for this Call-Off Contract is not applicable
Offboarding	The offboarding plan for this Call-Off Contract is as specified in the requirements for exit management and for assistance in reprocurring the contract.
Collaboration agreement	Not applicable

<p>Limit on Parties' liability</p>	<p>Defaults by the Supplier resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the Buyer will not exceed [£10 million] per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £10 million during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed £10 million during the Call-Off Contract Term.</p> <p>The annual total liability of the Buyer for all Defaults in any event will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call Off Contract Term.</p>
<p>Insurance</p>	<p>The Supplier insurance(s) required will be:</p> <p>[a minimum insurance period of [6 years] following the expiration or Ending of this Call-Off Contract]</p> <p>[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 £10,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</p> <p>employers' liability insurance with a minimum limit of</p> <p>£10,000,000 or any higher minimum limit required by Law</p>

Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> (a) using its reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Period; (b) providing sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under this Agreement; (c) using its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer. (d) Approving a monthly cost cap for Hosting Management.
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes Not applicable</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners that are used by the Supplier to deliver any of the Services described in this Call Off contract:</p> <p>[data 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 as specified in Schedule 2 (Call-Off Contract Charges)
Payment profile	The payment profile for this Call-Off Contract is as specified in Schedule 2 (Call-Off Contract Charges).
Invoice details	The Supplier will issue electronic invoices as specified in Schedule 2 (Call-Off Contract Charges). The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

Who and where to send invoices to	Invoices will be sent to [Data redacted]
Invoice information required	All invoices must include a valid purchase order number and a description of the services being invoiced for.
Invoice frequency	Invoice will be sent to the Buyer as set out in Schedule 2.
Call-Off Contract value	<p>The total value of this Call-Off Contract is [Data redacted], which comprises the fixed service management fee and software licensing and support over 2 years.</p> <p>The Buyer will commission additional discretionary development work using the rates and payment mechanisms set out in Schedule 2.</p>
Call-Off Contract charges	The breakdown of the Charges is as set out in Schedule 2.

Additional Buyer terms

Performance of the Service	As described in Schedule 1.3.
Guarantee	Not used
Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that [enter any additional warranties and representations].</p> <p>None Applicable</p>
Supplemental requirements in addition to the Call-Off terms	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <ol style="list-style-type: none"> 1. Abide by the terms set out in Schedule 1.7 (Crown-owned Rights and Intellectual Property Rights); and 2. Provide the Buyer with a valid Cyber Essentials Plus certificate (or equivalent) required for the Services, before the Start date.

Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>None Applicable</p>
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <p>None applicable</p>
Personal Data and Data Subjects	<p>Annex 1 of Schedule 7 is being used</p>
Intellectual Property	<p>As set out in Schedule 1.7</p>
Social Value	<p>None Applicable</p>

1. Formation of contract

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

2. Background to the agreement

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

Signed	Supplier	Buyer
Name	Denise Reid	Jeff James
Title	Managing Director, The Stationery Office Limited	CEO, Keeper and King's Printer
Signature		
Date		

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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)

- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls) 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

3. Supply of services

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

4. Supplier staff

- 4.1. The Supplier Staff must:
 - 4.1.1. be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2. apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3. obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4. respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5. complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2. The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

- 4.3. The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4. The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5. The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6. The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7. If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8. If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

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

7. Payment, VAT and Call-Off Contract charges

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

of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11. If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

9. Insurance

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

9.2. The Supplier will ensure that, unless otherwise approved by the Buyer:

- 9.2.1. during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- 9.2.2. the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.2.3. all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.2.4. all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum

indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

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

9.4.1. a broker's verification of insurance

9.4.2. receipts for the insurance premium

9.4.3. evidence of payment of the latest premiums due

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

9.5.1. take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2. promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3. hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6. The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7. The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8. The Supplier will be liable for the payment of any:

9.8.1. premiums, which it will pay promptly

9.8.2. excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1. The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework

Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1. Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, and Schedule 1.7 (Crown-owned Rights and Intellectual Property Rights) neither Party will acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2. Neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
 - 11.3.1. any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
 - 11.3.2. the Supplier will not and will procure that any relevant Sub-Contractor will not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4. The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence will, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5. Subject to the limitation in Clause 24.3, the Buyer will:
 - 11.5.1. defend the Supplier, its Affiliates and licensors from and against any third-party claim:
 - (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;

- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
- 11.5.2. in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 will not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6. The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
 - 11.6.1. rights granted to the Buyer under this Call-Off Contract
 - 11.6.2. Supplier's performance of the Services
 - 11.6.3. use by the Buyer of the Services
- 11.7. If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.7.1. modify the relevant part of the Services without reducing its functionality or performance
 - 11.7.2. substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.7.3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8. Clause 11.6 will not apply if the IPR Claim is from:
 - 11.8.1. the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.8.2. other material provided by the Buyer necessary for the Services

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

12. Protection of information

- 12.1. The Supplier must:

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

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

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

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

13. Buyer data

- 13.1. The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2. The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3. If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

- 13.4. The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5. The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6. The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1. the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-securityclassifications>
 - 13.6.2. guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3. the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4. government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
 - 13.6.5. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6. Buyer requirements in respect of AI ethical standards.
- 13.7. The Buyer will specify any security requirements for this project in the Order Form.
- 13.8. If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

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

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

14. Standards and quality

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

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

15. Open source

15.1. All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

16. Security

16.1. [Redacted]

16.2. The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3. If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4. Responsibility for costs will be at the:

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

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

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

16.6. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

17. Guarantee

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

17.1.1. an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

18.1. The Buyer can End this Call-Off Contract without cause by giving 30 days' written notice to the Supplier, but will give a minimum of 90 days' notice if termination relates to the formal expiry of the contract term. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2. The Parties agree that the:

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

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

18.3. Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the

Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2. any fraud

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

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

18.5.2. an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability);
- and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5. work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

- 21.1. The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it. The Exit Plan must include provision for the Supplier to aid the Buyer during a process of reprocurement during the Agreement term, which should include such management information as is required by the Buyer, Technical and Procedural documentation and TUPE information.
- 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 take the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1. the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2. there will be no adverse impact on service continuity
 - 21.6.3. there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4. it enables the Buyer to meet its obligations under the Technology Code Of Practice

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

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

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

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

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

21.8.4. the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2. other information reasonably requested by the Buyer

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

22.3. This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed

offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

- 24.1. Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract will not exceed the amounts specified in the Call Off Order Form (Limit on Parties' Liability).
- 24.2. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
- 24.2.1. pursuant to the indemnities in Clauses 7, 10, 11 and 29 will be unlimited; and
- 24.2.2. in respect of Losses arising from breach of the Data Protection Legislation will be as set out in Framework Agreement clause 28.
- 24.3. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 will in no event exceed in aggregate 125% of the Charges payable by the Buyer to the Supplier during the Call Off Contract Term.
- 24.4. When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

- 25.1. If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2. The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3. The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

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

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

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

25.5.2. comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

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

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

- 29.3. The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4. In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5. The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6. The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1. its failure to comply with the provisions of this clause
 - 29.6.2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8. For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1. The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2. If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

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

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

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

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

32. Variation process

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

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

32.3. If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call Off Contract by giving 30 days notice to the Supplier for termination without cause, and a minimum of 90 days' notice if the termination relates to the formal expiry of the contract term.

33. Data Protection Legislation (GDPR)

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

Schedule 1: Delivery requirements

1. Purpose

1.1. Schedule 1 and its Annexes set out the Supplier's delivery requirements under this Framework Agreement, as they apply to:

- Schedule 1.1: Services;
- Schedule 1.2: Approaches, practices and standards;
- Schedule 1.3: Performance management;
- Schedule 1.4: Reporting;
- Schedule 1.5: Governance;
- Schedule 1.6: Commercially Sensitive Information;
- Schedule 1.7: Crown-owned Rights and Intellectual Property Rights; and
- Schedule 1.8: Transparency

2. Definitions

2.1. In this Schedule the following words will have the following meanings and they will supplement Schedule 1 (Definitions):

“Adaptive Maintenance”	Means the modification of the Platform to keep it usable in a changing environment, such as changes to the underlying software.
“Affiliate”	In relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.
“Agreement”	Means this call off contract between the Buyer and the Supplier.
“Annex”	Shall be deemed to refer to the relevant annex (as may be named with the convention of ‘Annex A’, ‘Annex B’ etc., as contained within the particular Schedule wherein the reference is made.

“Approval”	The written consent of the Buyer.
“Assets”	All assets and rights used by the Supplier to provide the Services in accordance with the Agreement but excluding the Buyer Assets.
“Baseline Security Requirements”	The Buyer’s baseline security requirements as set out in Annex 1 of Schedule 1.1.
"Breach of Security"	<p>means the occurrence of:</p> <ul style="list-style-type: none"> a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy where the Buyer has required compliance therewith.</p>
“Bug”	Means an error, flaw, failure or fault in a computer program or system that causes it to produce an incorrect or unexpected result, or to behave in unintended ways, resulting in the legislation.gov.uk Platform not operating as designed or intended, which may or may not have a negative impact on service users and/or to API and/or data users.
“Buyer Assets”	The Buyer Materials, the Buyer infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Buyer on which is or may be used in connection with the provision or receipt of the Services.

“Buyer Background IPRs”	<p>(a) IPRs owned by the Buyer before the Effective Date, including IPRs contained in any of the Buyer’s ‘know how’, documentation, processes and procedures;</p> <p>(b) IPRs created by the Buyer independently of this Agreement; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier other than under this Agreement but excluding IPRs owned by the Buyer subsisting in the Buyer’s Software.</p>
“Buyer Cause”	<p>Any material breach by the Buyer of any of the Buyer’s Responsibilities, except to the extent that such breach is:</p> <p>(a) The result of any omission of the Buyer to which the Supplier has given its prior consent; or</p> <p>(b) Caused by the Supplier, any Sub-contractor or any Supplier Personnel.</p>
“Buyer Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ol style="list-style-type: none"> i. supplied to the Supplier by or on behalf of the Buyer or submitting department or authority; and/or ii. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or <p>(b) any Personal Data for which the Buyer is the Data Controller.</p>
“Buyer Materials”	<p>The Buyer Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:</p>

	<p>(a) are owned or used by or on behalf of the Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software</p>
“Buyer Software”	Software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services.
“Charges”	The charges for the provision of Services as set out in or otherwise calculated in accordance with Schedule 2.
“CHECK Scheme”	The scheme for penetration testing of data processing systems operated by the Communications-Electronics Security Group.
“Commercially Sensitive Information”	The information listed in Schedule 1.6 or notified to the Buyer in writing prior to the commencement of this Agreement, which has been clearly marked as Commercially Sensitive Information, comprised of information which is provided to the Supplier to the Buyer in confidence for the period set out in Schedule 1.6 and/or that constitutes a trade secret.
“Component”	Any constituent parts of the infrastructure for a Service, hardware or Software.
“Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly.
“Core Reference Dataset”	Means the structured list of all items of UK legislation that has ever been made. It contains URIs to reference all documents as well as basic identifying information,

	e.g. legislation type, issuing year, series number, document titles.
“Corrective Maintenance”	Means ongoing changes to the Platform to correct Bugs or Issues.
“Crown”	Means 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 from time to time carrying out functions on its behalf.
“Crown Copyright”	Means Crown copyright as defined in Section 163 of the Copyright Designs and Patents Act 1988.
“Crown Legislation Markup Language (CLML)”	Means the XML based data model for UK legislation documents. It models the document structure, metadata and workflow information.
“Data”	Means any asset, Document (in whatever format and whether in machine readable or eye readable form), process or information provided by the Buyer, or any other Crown body, to the Supplier in accordance or pursuant to this Agreement.
“Data Controller”	Has the meaning given in the Data Protection Laws.
“Data Loss Event”	Any event that results, or may result in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Deductions”	All Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement.
“Default”	Any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental

	<p>term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other</p>
“Deliverable”	An item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement.
“Developer Day”	Means 7.5 working hours of a technical specialist (“Developer”) provided by the Supplier, to be used at the direction and approval of the Buyer, at no charge to the Buyer.
“Documents”	Means any and all works, including legislation and legislative products which the Authority requires to be published.
“Documentation Health Check”	Means a Supplier review of the completeness of the Technical Documentation, and confirmation that all Technical Documentation is up to date.
“Effective Date”	Means the date on which this Agreement is signed by both Parties.
“End User” or “User”	Any person authorised by the Buyer to use the Services.
“Good Industry Practice”	At any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws.

“Information Risk Management Approval”	Is the assessment of any information management system by an independent information risk manager/professional which results in a statement that the risks to the information system have been appropriately considered and the residual risks reduced to an acceptable level.
“Intellectual Property Rights” or “IPRs”	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) 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; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
"ISMS"	Means the information security management system and process developed by the Supplier in accordance with the requirements set out in Schedule 1.1 and as updated from time to time in accordance with that Schedule.
“Issue”	Means any non-software errors, flaws, failures or faults resulting in the legislation.gov.uk Platform not operating as designed or intended, which may or may not have a negative impact on service users and/or to API and/or data users.
“IT Health Check”	Is the set of security assurance activities carried out by the Supplier to demonstrate that the controls have been delivered in an effective way.
“KPI Failure”	Means a Minor KPI Failure, Serious KPI Failure, Severe KPI Failure, or below the KPI Service Threshold, as defined in Schedule 1.3.

“Legislation Linked Data” (or “Linked Data”)	Means a method of publishing data so that it can be interlinked with other datasets and become more useful through semantic queries.
“Major Upgrade”	Means the replacement of a Software product used for the delivery of the Service with a new version of the product. This will usually involve a substantial change in the operation of the software or its functionality, often indicted by a change in version number.
“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.
“Minor Upgrade”	Means the upgrade of a Software product used for the delivery of the Service to a newer release of the same version of the product. This will usually involve a minor change in the operation of the software or its functionality, often indicated by appending an iteration number to the version number “.01, .02” etc.
“Object Code”	Software and/or data in machine-readable, compiled object code form.
“Operational Service Commencement Date”	Shall mean 1 August 2023.
“Parties” and “Party”	Have the meanings respectively given on page 3 & 4 of this Agreement.
“Perfective Maintenance”	Means changes to improve the performance or maintainability of the Platform.
“Platform”	Means as defined in Schedule 1.1

“Preventive Maintenance”	Means the proactive detection and modifications to correct latent faults in the Platform before they become effective faults.
“Publications”	Means all legislation titles and any associated documents to be printed, published for distribution and offered for sale to the public.
“Publishing Concessionaire”	Means the contractor appointed by The National Archives to operate legislation publishing services, using the legislation.gov.uk Publishing System which is maintained and developed under this Call Off Contract.
“Security Policy Framework”	The Security Policy Framework published by the Cabinet Office as updated from time to time including any details notified by the Buyer to the Supplier.
"Security Tests"	Means tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.
“Service Desk	The tracking system which is based on ITIL processes and allows for incident allocation, SLA and KPI compliance tracking, and full incident history and provides the management information required by the Buyer.
“Service Desk Support Hours”	Shall be 9.00pm to 17.30pm Monday to Friday GMS/BST excluding public holidays.
“Service Period”	Means a Contract Year.
“Services”	Any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 1.
“Service Downtime”	Any period of time during which any of the Services are not available

“Source Code”	Computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.
“SPARQL Endpoint”	Means the provision of an access point to allow users and other legislation systems to directly query RDF data held in the Linked Data Store. This allows for more specialised and complex queries that require results not obtainable using the Linked Data API.
“Sub-contract”	Any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof.
“Sub-contractor”	Any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party.
“Supplier Equipment”	The hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services.
“Technical Documentation”	Descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) Source Code and build information for proprietary components), relevant design and development information, technical specifications of all functionality

	<p>including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Supplier to the Buyer under this Agreement;</p> <p>(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;</p> <p>(c) is required by the Supplier in order to provide the Services; and/or</p> <p>(d) has been or shall be generated for the purpose of providing the Services.</p>
“Updates”	In relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome defects in, or to improve the operation of, that item.
“Upgrades”	Any patch, New Release or upgrade of Software and/ or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term.
“Working Day” or “Working Hours”	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 7.00am to 8.00pm

Schedule 1.1 Services

1. FeePlatform Services in scope of this Call-Off Contract

1.1. Services in scope of this call-off contract comprise the following components of the legislation.gov.uk Platform:

- (a) **Legislation.gov.uk website** which provides the public access to legislation, both as enacted and in a revised form, as well as open data through an API. The public facing website which provides access to legislation documents and data (as it is originally enacted or made and showing changes over time) in both English and Welsh languages. Legislation.gov.uk includes the legislation linked data service (an RDF linked data store that holds metadata relating to legislation) the legislation log analysis service (providing advanced reporting capability to analyse usage of legislation.gov.uk) and Platform-specific data models and APIs. Specifically, the Supplier is responsible for maintaining, and developing as required by the Buyer, the Crown Legislation Markup Language (CLML) schema and all transformations required for publishing.
- (b) **Publishing.legislation.gov.uk system** which manages the various workflows and processes for the publication of new legislation as documents and as data on legislation.gov.uk. The ability to make new legislation, including emergency legislation, is dependent on this service. The Supplier is responsible for ensuring the system can capture, validate, transform and publish new legislation and associated documents, submitted in a range of data formats, and drafted using a range of authoring tools including Lawmaker, to the deadlines set out in Annex 1 of this Schedule. The Supplier will maintain and develop authoring templates - customer templates used by government officials to draft legislation including the SI Template used for Statutory Instruments in English and Welsh. The publishing system manages the various workflows and processes for the publication of new legislation as documents and as data on legislation.gov.uk.
- (c) **Editorial.legislation.gov.uk system** which is used by The National Archives and by editorial teams from across government to edit and produce revised versions of legislation, including points in time versions. The system captures and manages information about legislative effects as an editorial dataset, which is used to generate the workflow management and editorial tasks carried out on the system.
- (d) **Hosting management** as described in Section 12 of this Schedule.

1.2. The Supplier's obligations will include providing the capability and expertise to maintain

systems that use (but are not limited to) the following technologies:

- (a) XML schema and validation (W3C XML Schema, Relax NG, Schematron);
- (b) XML processing (XSLT, XML pipeline based applications such as those used in Orbeon, XProc, and XSpec);
- (c) XML editing (XMetaL Author, Oxygen);
- (d) XML Databases (XQuery);
- (e) RDF Databases (SPARQL);
- (f) RDF data, data models (OWL-DL, RDFS);
- (g) common vocabulary (SKOS, schema.org) and serialisations (RDF-XML, Turtle);
- (h) .NET Applications (C#, VBA); Drupal (PHP);
- (i) AKN – LegalDocumentMarkupLanguage; and
- (j) HTML5.

1.3. The current Platform infrastructure that needs to be maintained is set out in the Supplier's Technical Documentation and includes, for example, MarkLogic, Virtuoso and GraphDB.

2. Service Management services to be provided by the Supplier under the Service Management Fee

2.1. In addition to the general requirements to maintain and develop the Platform, the Supplier will provide Service Management services as follows, under the Service Management Fee as set out in Schedule 2:

- 2.1.1. The production of a Technical Review and Recommendations Document and the updating of it as required, and collaboration with the Buyer to agree priorities and produce a Technical Strategy for the Platform.
- 2.1.2. All corrective maintenance, including Service Desk support calls that are escalated to the Platform development team, the operation of the Service Desk, including the provision of guidance, tracking common issues and trends.
- 2.1.3. All adaptive maintenance as it relates to minor upgrades, fixes and patches required to ensure the reliability, availability, security and resilience of the services.

2.1.4. The provision of a named resource(s) (the “Technical Lead(s)”) with the expertise, capacity, and capability required to develop and produce a Technical Review and Recommendations Document that includes:

- a) Reviewing the current Platform and recommending changes to the Platform that will improve the maintainability, performance and portability of the Platform and reduce technical debt;
- b) An analysis of the impacts of the recommendations and cross dependencies, including the impacts of not carrying out any recommendations on performance, maintainability or user experience, and an analysis of costs, time and resources required;
- c) How the Supplier will ensure the quality and consistency of the technical design approach and solutions deployed;
- d) How the Supplier will review and assess adherence to the technical standards set out in this contract

And who will:

- e) oversee the work of the team of developers on the ground, for example to review technical design decisions; monitor compliance with standards; oversee the quality and consistency of code and documentation produced; minimise the introduction of new technical debt (and if it is introduced, to ensure it is agreed with the Buyer before work starts, and is thoroughly documented);
- f) ensure all adaptive maintenance, as set out in paragraph 2.1 of this Schedule, is carried out in a timely and effective manner; and
- g) Lead on all external integration and collaboration projects.

2.1.5. Named resource(s) (the “Operational Lead(s)”) with the expertise, capacity, and capability to lead on and oversee operational delivery for all of the maintenance and development work carried out under the terms of this Agreement, to include but not be limited to:

- a) liaison with the Supplier’s Delivery Managers to oversee, and direct as necessary, the Supplier’s delivery against both Service Management and Platform Roadmap commitments, fixed price projects, and collaboration/integration projects. This will include overseeing the

deployment of adequate and experienced resources (including, but not limited to a technical architect, developers, DevOps, delivery manager) across stories and projects as required, to the standards and timeframes as required by the Buyer;

- b) ensuring that new developers receive a thorough induction into the legislation services provided under this contract, and of the systems and processes used to maintain and develop the Platform, as set out in the approved Technical Documentation;
- c) arranging alternative resourcing solutions in the event that the Supplier is unable to provide developers with appropriate technical skills, experience or domain knowledge to meet reasonable Service Management, Platform Roadmap commitments, the delivery of fixed price projects and collaboration/integration projects, to the standards and timeframes required, subject to the approval of the Buyer.

2.2. The operation and management of the legislation.gov.uk website as follows:

- 2.2.1. Implementing, maintaining and revising the caching strategy for the legislation.gov.uk website, every six months or as otherwise approved by the Buyer to ensure static content is cached to manage load whilst dynamic content, such as new legislation pages, search results, browse lists, or recently changed content is quickly refreshed.
- 2.2.2. Investigating and resolving issues where the caching behaviour of the website does not align with the approved caching strategy.
- 2.2.3. Maintaining the robots.txt and XML sitemaps for the legislation.gov.uk website so that search engine robots, crawlers and data users know when new or updated content has been added to the site and can correctly index it.
- 2.2.4. Maintaining a CloudFront service, or other web service as approved by the Buyer, to ensure resilient performance under load and to speed up the distribution of static and dynamic web content.
- 2.2.5. Taking such action as is approved by the Buyer if either of the Parties suspects a denial-of-service attack or legitimate user not adhering to the fair use policy.
- 2.2.6. Actively monitoring and controlling the rate of crawling by search engines using Google Webmaster tools, or other tools as approved by the Buyer in line

with an approved Fair Use strategy.

- 2.2.7. Monitoring commonly used search requests and behaviours against benchmarks agreed with the Buyer and developing and maintaining a Search Engine Optimisation strategy, with quarterly reporting, including making recommendations to ensure an optimal user experience of the website.
- 2.2.8. Maintaining and giving effect to the fine-grained (resource level) redirect rules to legislation.gov.uk website from the previous websites, namely hmso.gov.uk, opsi.gov.uk, oqps.gov.uk and statutelaw.gov.uk.
- 2.2.9. Making sure that requests for legislation resources over http and https are properly resolved.
- 2.2.10. Maintaining the N:Lex connector and URN:Lex resolution service as part of the legislation.gov.uk website.
- 2.3. Maintaining the pre-production environments (UAT and QA) as described in paragraph 12.5 of this Schedule.
- 2.4. Building approved releases and releasing to live for all maintenance and development activity.
- 2.5. Carrying out an external accessibility audit of the Platform if there are any major improvements or changes to the Platform that impact on the user experience, or as requested by the Buyer and at least annually, and submitting recommendations to the Buyer subsequent to the audit.
- 2.6. Carrying out an annual Penetration Test of the Platform as part of the Service Management Fee, and otherwise as requested by the Buyer.
- 2.7. All aspects of Hosting Management as set out in Section 12 of this Schedule, unless otherwise approved by the Buyer before costs are incurred.
- 2.8. All aspects of Security as set out in Section **Error! Reference source not found.** of this Schedule, and Annex 1 of this Schedule.
- 2.9. The provision of tooling, including licences of that tooling, required to manage the services required under this contract – for example, the Atlassian toolset and licences - Confluence, CMS, Jira, Service Desk - and the configuration of those tools.
- 2.10. The production of all quotes, unless otherwise agreed by the Buyer.

- 2.11. The provision of all staff required for effective Service Management, as agreed with the Buyer.
- 2.12. The Supplier's recruitment, induction and training of staff.
- 2.13. The provision of sufficiently experienced staff to deliver governance requirements as required by the Buyer under this contract, to include:
 - 2.13.1. monitoring and evaluating delivery against KPIs and other contractual requirements;
 - 2.13.2. producing incident reports;
 - 2.13.3. producing all other reports and management information required under this contract;
 - 2.13.4. participating in governance meetings and any other meetings that are reasonably required by the Buyer;
 - 2.13.5. participating in agile ceremonies for all work that is required to be delivered under the Service Management Fee, for example support backlog refinement meetings;
 - 2.13.6. producing Board reports and analysis of trends;
 - 2.13.7. assessing and suggesting improvements to ways of working and processes/workflow.
- 2.14. All Supplier administration required to deliver the services under this contract, for example finance and invoicing, customer service, and all Supplier activities required to comply with the Terms and Conditions of this contract, including any additional clauses to this Schedule as they relate to the requirements in the Terms and Conditions.

3. General requirements to maintain and develop the Platform

- 3.1. Under the terms of this Call-off contract, the Supplier has a general requirement to maintain the legislation.gov.uk Platform to ensure reliability, availability, security and resilience of the Platform-specific services as set out in Section 3 of this Schedule. In particular, the Supplier must adhere to the practices and principles set out in the Government's Technology Code of Practice and the Government's Service Design Manual.
- 3.2. The Supplier will make sure that the Platform is maintained and developed to the

Standards and Design Patterns set out in this Schedule or as otherwise approved by the Buyer, including accessibility standards and subject to due consideration of user need.

3.3. The Supplier will carry out the following types of maintenance:

Adaptive maintenance

- 3.3.1. The Supplier is responsible for adaptive maintenance, making sure that the underlying software that the Platform uses is kept fully up to date, and that technical and other supporting documentation is also kept fully up to date. The Supplier will track every component used in the Platform, advise on updates and upgrades required and agree priorities with the Buyer.
- 3.3.2. The Supplier will make sure that major software version upgrades to underlying software are evaluated, tested and applied within twelve months of release by the producer or maintainer of that underlying software or as otherwise formally agreed with the Buyer in advance of the upgrade deadlines.
- 3.3.3. The Supplier will make sure that minor upgrades, fixes and patches are applied as soon as possible and at least within six months of release by the producer or maintainer of the underlying software. The Supplier will confirm to the Buyer the date of the release by the producer or maintainer of the underlying software and the date that the Supplier applied the minor upgrade, patch or fix.
- 3.3.4. The Supplier will make sure that security patches or fixes are applied as soon as possible and at least within one week of release by the producer or maintainer of the underlying software. The Supplier will confirm to the Buyer the date of the release by the producer or maintainer of the underlying software and the date that the Supplier applied the security patch or fix.
- 3.3.5. The Supplier will produce a software component and security catalogue to inform the maintenance and security planning process.
- 3.3.6. The Supplier will identify, implement and test any adaptations that are necessary to the application software in order for the underlying software to be kept up to date.
- 3.3.7. The Supplier will subscribe to industry mailing lists, where security issued and patches are notified by maintainers, for all underlying software in use across the Platform.

- 3.3.8. The Supplier will make sure that appropriate support contracts and licences are in place over the Term with relevant third party software suppliers to enable the underlying software to be kept fully up to date. If the Supplier recommends that third party support is no longer required, they will not terminate that support without the prior approval of the Buyer.

Corrective maintenance

- 3.3.9. The Supplier is responsible for corrective maintenance, fixing Bugs and Issues. This includes providing a Service Desk that is available from 9:00am to 17:30pm Monday to Friday GMT/BST, excluding public holidays. Where reasonably required by the Buyer, the Supplier will also provide an out of hours service to handle emergency issues that occur outside of the Service Desk core hours, for example in response to a site 24/7 alert.
- 3.3.10. The Supplier will log issues raised through the Service Desk using a tracking system which is based on ITIL processes and allows for incident allocation, SLA and KPI compliance tracking, and full incident history and provides the management information required by the Buyer.
- 3.3.11. The Supplier will monitor the resolution of support calls and analyse calls made in order to identify any trends or issues that might indicate a broader issue with the Platform that needs investigating and resolving.
- 3.3.12. When performing Corrective Maintenance, the Supplier will demonstrate to the Buyer that it is making prudent and deliberate choices that will help to manage the level of Technical Debt throughout the Call-off contract Term. This will be reported through formal governance, and captured in the technical review and recommendations document, produced by the Supplier during the call-off contract Term.

Preventive maintenance

- 3.3.13. The Supplier is responsible for preventive maintenance – the proactive detection and modifications to correct latent faults in the Platform before they become effective faults.
- 3.3.14. The Supplier will proactively monitor and investigate the performance and effectiveness of key Platform components, and recommend a preventive maintenance strategy to the Buyer, for agreement and prioritisation, as part of its Technical Strategy.

Perfective maintenance

- 3.3.15. The Supplier may be required to carry out perfective maintenance, changing existing functionality to improve performance or maintainability of the Platform.
- 3.4. The Supplier may be required to carry out additional Platform development, as requested by the Buyer, including integrating development carried out by third parties. All development will be carried out to the standards and using the processes and Design Patterns set out in approved Technical Documentation.
- 3.5. The Supplier is responsible for managing the hosting of the Platform in the Cloud as detailed in Section 12 of this Schedule.
- 3.6. The Supplier is responsible for managing the Security of the Platform as detailed in Section 14 and Annex 1 of this Schedule.
- 3.7. The Supplier is responsible for making sure that all Platform documentation is fully up-to-date and made easily available to the Buyer for the duration of the call-off contract Term. The Supplier will provide a Documentation Health Check report on a quarterly basis, which will be reviewed at the Contract Board.
- 3.8. When undertaking any maintenance or development work, the Supplier will work collaboratively with the Publishing Concessionaire to ensure that any maintenance or development work has no impact on service availability or on the Concessionaire's ability to publish to deadlines set out in Annex 2 of this Schedule 1.1, unless otherwise agreed with and approved by the Buyer. The Supplier will also involve the Publishing Concessionaire in User Acceptance Testing (UAT).

4. Specific maintenance requirements for the legislation.gov.uk Platform

- 4.1. The Supplier will maintain the Platform specific data models and ensure that the supporting documentation is up-to-date.
- 4.2. The legislation.gov.uk URI design pattern will be maintained by the Supplier as directed by the Buyer so that it continues to provide a logical integration layer between the document orientated data and the metadata.
- 4.3. The Supplier will manage legislation documents as data using XML in CLML and will manage metadata using either XML or RDF as approved by the Buyer.
- 4.4. The Supplier will store legislation documents in a native XML database, queried using XQuery and processed using XSLT under the control of pipelines.

- 4.5. The Supplier will store the RDF metadata using a native RDF database, queried using SPARQL and processed using XSLT.
- 4.6. The Supplier will maintain the application logic that enables open data to be provided in open standard formats through the legislation.gov.uk website API, specifically legislation texts in conformant XHTML, CLML, Akoma Ntoso (LegalDocML), RDF and HTML5.
- 4.7. The Supplier will maintain the use of open standards for the application logic wherever possible.
- 4.8. The Supplier will maintain Platform APIs to ensure they are able to deliver to the specifications set out in the approved Technical Documentation.
- 4.9. The Supplier will maintain the legislation.gov.uk APIs (including the Linked Data API) according to the API design patterns that are determined by the Buyer and set out in the Technical Documentation, and is responsible for checking that any Supplier developments of the API are consistent with these established patterns.
- 4.10. The Supplier will maintain the Platform APIs documentation (both the open legislation.gov.uk API and the APIs for other parts of the Platform) using the Open API specification (<https://www.openapis.org/>). This will be in the form of a machine-readable API description and a human readable API description for each API across the Platform.
- 4.11. The Supplier will publish the Platform specific data models and supporting documentation (including previous versions) on GitHub, or other similar repositories as approved by the Buyer and notify changes on legislation.gov.uk.

5. Specific maintenance requirements for the legislation.gov.uk Website

- 5.1. Where these requirements involve adaptive or corrective maintenance, costs are included in the Service Management Fee charged by the Supplier.

Publishing log

- 5.2. The Supplier will maintain the publishing log so that it records every publishing event (legislation, associated documents and effects) across the Platform (publishing and editorial systems) into a Publishing log to provide a complete audit trail.

Legislation linked data service

- 5.3. Legislation Linked Data will be managed by the Supplier to facilitate the sharing of information between internal systems as well as supporting services on the legislation.gov.uk website and providing direct public access to data through the Linked Data API and public SPARQL Endpoint.
- 5.4. The Supplier will maintain the Linked Data RDF datasets, including the Core Reference Dataset.
- 5.5. The Supplier will maintain ontologies that consistently and uniformly describe data within the Linked Data RDF datasets and any other RDF data held in other Platform systems (i.e. the same data concepts in different Platform systems shall have the same ontologies).
- 5.6. The Supplier will make sure that the Linked Data RDF conforms to the ontologies and that the documentation is consistent with the ontologies, as approved by the Buyer.
- 5.7. The Supplier will ensure that new legislation is added to the Core Reference Dataset, maintained in RDF, as part of the publishing processes managed by the legislation.gov.uk Publishing System.
- 5.8. The Supplier will ensure the availability of a publicly queryable SPARQL Endpoint for the published Linked Data.
- 5.9. The Supplier will maintain Legislation Linked Data according to the more detailed specification set out in the Technical Documentation.
- 5.10. Should the Supplier recommend changing the approach set out in the Technical Documentation it must seek the Buyer's written consent prior to making any changes.

Legislation.gov.uk web log analysis

- 5.11. The Supplier will ensure that all legislation.gov.uk web-server log data (including, but not restricted to, data from Cloudfront, Cloudwatch and Akamai) is retained, securely stored and regularly backed up.
- 5.12. The Supplier will ensure that the Buyer has secure access to all web-log data.
- 5.13. The Supplier will maintain the technology stack (Elastic Search, Logstash and Kibana) used by the Buyer to query and analyse weblog data.

- 5.14. The Supplier will ensure that the Buyer is always able to query a minimum of the previous 12 months of weblog data at any given time. This data should be updated constantly and accurately, to be as close to “as live” as possible.
- 5.15. The Supplier will maintain legislation.gov.uk web logs according to the more detailed specification set out in the Technical Documentation, including maintaining the capability to query all Cloudfront logs through the Amazon Athena service.
- 5.16. The Supplier will ensure that, where any changes are made to the legislation.gov.uk API or website responses, they will update the weblog processes accordingly. If consequent to corrective maintenance, this will be included in the Service Management Fee.
- 5.17. Should the Supplier recommend changing the approach set out in the Technical Documentation it must seek the Buyer’s written consent prior to making any changes.

6. Specific maintenance requirements for the legislation.gov.uk Publishing System

- 6.1. The Supplier will maintain the legislation.gov.uk Publishing System to ensure that it is capable of publishing all new legislation and associated documents and managing the production of the various data, web and print outputs specified by the Buyer in this Schedule and that the Publishing Concessionaire can publish to the deadlines set out in Annex 2 of this Schedule.
- 6.2. This includes maintaining the Defralex capability provided by the legislation.gov.uk Publishing System, as specified in the Technical Documentation.
- 6.3. The Supplier will maintain the legislation.gov.uk Publishing System to ensure that it can take new legislation documents submitted for publication and:
- 6.3.1. produce and store the print ready PDF (at 1200 DPI), with an identifier, imprint, ISBN number, bar code, price, publisher’s logo and any additional title page or blank pages required for a print paginated version, that can be used to print the legislation;

- 6.3.2. produce and store a web optimised (300 DPI) version of the print PDF for publishing as the “original print PDF” on the legislation.gov.uk website; and
- 6.3.3. transform the source document to the CLML format in order to publish valid CLML data through the legislation.gov.uk API and HTML on the legislation.gov.uk website.
- 6.4. The Supplier will maintain the legislation.gov.uk Publishing System so that it can automatically transform new legislation documents drafted using the SI Template to valid CLML, provided that the templated document has no more than Low Impact Errors.
- 6.5. The Supplier will maintain the legislation.gov.uk Publishing System’s Validation Service so that it carries out pre-submission validation checks against defined rules and gives a report to the user of any validation failures.
- 6.6. The Supplier will maintain the legislation.gov.uk Publishing System so that it can receive and publish new legislation documents drafted on document orientated drafting tools other than the SI Template (such as Framemaker, or Open Office templates) as valid CLML.
- 6.7. For Lawmaker, which is a data orientated drafting tool, the Supplier is required to use the same transform routines and the same transformation engine as Lawmaker and to ensure it maintains and updates these transformations and transformation engines in line with the Lawmaker service, liaising with the Buyer’s legislation.gov.uk Service Owner and the Buyer’s Lawmaker Service Team as required. The Supplier will ensure that the legislation.gov.uk CLML-AKN transforms are aligned with Lawmaker AKN. The Supplier is also responsible for maintaining their publishing-specific additions to those transformation routines (i.e. the parts of the code that add covers, ISBNs, imprints and so on).

Audit trail

- 6.8. The Supplier will maintain the legislation.gov.uk Publishing System so that it can compile and store a full audit trail of every interaction with the publishing processes performed, including semi-automated, manual or off-line processes, and the input(s) and outputs(s) thereof. The Supplier will ensure that the audit trail includes uniquely identified copies of every document at each stage of the publishing process (the artefacts), uniquely identified processes or tasks that operate on those artefacts and uniquely identified

agents (people or automated triggers) who initiate those processes.

- 6.9. The Supplier will store the audit trail in an open standard format by the Publishing System and ensure it is capable of being automatically transformed to RDF in the PROV-O vocabulary as part of the metadata for the legislation.

Data enrichment to enacted or made data as part of operating the publishing system

- 6.10. The Supplier will maintain the legislation.gov.uk Publishing System so that it automatically enriches the data produced by the Publishing System transformation routines, including:

6.10.1. Identifying and marking-up legislation citations in the text using pattern-matching software at the source.

6.10.2. Identifying definition terms and inline amendments, using the GATE and Augment routines.

- 6.11. The Supplier will maintain the GATE and Augment routines and the pattern-matching software used in paragraph 6.10.

Bibliographic information

- 6.12. The Supplier will model and store bibliographic information as RDF metadata which can be made more widely available as Open Data through the Platform's Linked Data infrastructure. This will include information appearing in the Daily List and any other relevant information specific to each publication, and may include (but not be limited to):

- Type, year, number, title
- ISBN
- Subject headings
- Made, Laid and Coming into Force dates
- SI number
- Series
- Superseding information
- General/Local

- Enabling Powers
- Superseding draft published on (date)

Maintaining the SI Template

- 6.13. The Supplier is responsible for maintaining the SI Template which is a mature VBA application for Microsoft Word, used by drafters of Statutory Instruments, Scottish Statutory Instruments and Northern Ireland Statutory Rules to create new legislation using a pre-defined set of Word styles which provide the basis for the automatic conversion of the Word document to XML.
- 6.14. When a version upgrade to the SI Template needs to be released, the Supplier will collaborate with the Buyer and the Publishing Concessionaire to develop, test (using Government drafters for beta testing) and release the new SI Template. The Buyer will agree to the new SI Template before it is released to users.

Maintaining other Word based templates for Associated Documents

- 6.15. The Buyer supports the use of other Word-based templates. The Supplier will provide the technical expertise and capacity to maintain and develop these templates, including:
- (a) Explanatory Notes Template for UK Acts
 - (b) Explanatory Notes Template for Scottish Acts
 - (c) Impact Assessment Template

Maintaining CLML

- 6.16. The Supplier will maintain the current CLML Schema and will make a copy of the CLML schema and documentation available on legislation.gov.uk and a publicly available repository such as GitHub.
- 6.17. The Supplier will maintain the legislation.gov.uk Publishing system so that it validates every legislation document or legislation document fragment provided by the Platform API against the CLML Schema.
- 6.18. The Supplier will ensure and check that Supplier development or maintenance of the Platform does not introduce validation errors into the documents and carry out such corrective maintenance as required should

any validation errors be introduced.

- 6.19. If requested by the Buyer, the Supplier will update or amend the CLML Schema. The Supplier will ensure that any amendments to the CLML Schema are backwards-compatible i.e. so that existing instances of CLML will still be valid. If the Supplier cannot achieve backward compatibility for any reason, they will notify the Buyer before amendments are introduced, for the Buyer's consideration. No amendments will be made without the Buyer's approval.
- 6.20. The Supplier must submit any proposed changes to CLML to the Schema Change Board as set out in Schedule 1.5 Section 32.33 (Governance).
- 6.21. Wherever the CLML Schema is updated, the relevant sections in all documentation, XSpec tests and transformations and queries will be updated by the Supplier to reflect the CLML Schema.

7. Specific maintenance requirements for the legislation.gov.uk Editorial System

- 7.1. The Supplier will maintain the legislation.gov.uk Editorial System to ensure that it is capable of publishing revised versions of legislation, based on the completion of editorial tasks, including initial edit, record effects, update, corrections and review; and support the management of editorial workflows, including task allocation, document status and the generation of management reports.
- 7.2. The Supplier will manage the legislation.gov.uk Editorial System to facilitate the sharing of information between internal systems in order to trigger the creation of new editorial tasks as well as supporting timely publication of effects data and revised versions of legislation to the legislation.gov.uk website within the Buyer's publicly stated editorial timelines.
- 7.3. The Supplier will manage a data enrichment process used by the legislation.gov.uk Editorial System, to aid the identification of legislative effects – making use of a natural language processing framework, GATE (www.gate.ac.uk).
- 7.4. The Supplier will maintain the editorial RDF datasets and related queries and ontologies which underpin the editorial system task management,

including a full audit trail, to be accessed through a SPARQL endpoint, and ensure that stored editorial RDF will be compliant with the ontology.

- 7.5. The Supplier will manage ontologies describing editorial RDF so that they are aligned with other Platform RDF ontologies when describing the same data concepts.
- 7.6. The Supplier will maintain and manage editorial XML within the legislation.gov.uk Editorial System so that functionality provided by the system does not introduce output CLML which is invalid against the CLML Schema for publication to the legislation.gov.uk website.
- 7.7. The Supplier will maintain and manage an unpublished XML dataset in a temporary repository within the legislation.gov.uk Editorial System to support the effective production of revised legislation versions and ensure it does not negatively impact system performance.
- 7.8. The Supplier will ensure that the legislation.gov.uk Editorial System interacts effectively with the chosen XML editor, currently XMetaL.

8. Research.legislation.gov.uk

- 8.1. The Buyer is developing a new legislation.gov.uk Research Service, comprising a front-end UI, bespoke data querying tools and legislation datasets, which uses data created and managed by the legislation.gov.uk Platform. The legislation.gov.uk Research Service is currently in Private Beta. The Supplier will take into account the features and requirements of the Research Service when proposing any changes to the legislation.gov.uk Platform, and report to the Buyer any impacts or opportunities arising from the proposed change.

9. Lawmaker

- 9.1. The Buyer has developed a new online legislation drafting tool, called Lawmaker, which is now used for the drafting of most UK and Scottish Bills, Bill amendments, and an increasing amount of UK and Scottish Secondary Legislation. The service is hosted in the cloud and comprises the following technologies: Akoma Ntoso (AKN) XML, React, a customised Oxygen online XML editor; Wiris MathType, a mathematical formula plugin for Oxygen, TeraText database and document management system, and RenderX PDF generation. The Buyer has also developed transforms to convert AKN XML

legislation derived from Lawmaker into CLML, for submission to the legislation.gov.uk Publishing System. The Buyer intends to adapt the Lawmaker RESTful API to integrate with the legislation.gov.uk Publishing System API, to allow the seamless transmission of legislation XML and metadata.

9.2. The Supplier will take into account the features and requirements of the Lawmaker Service, including external users, when proposing any changes to the legislation.gov.uk Platform, and report to the Buyer any impacts or opportunities arising from the proposed change.

9.3. The Supplier must, at the Buyer's request, make relevant resources available to work with the Buyer and relevant Lawmaker contractor(s) as required, in order to provide advice, clarification, feedback and testing in relation to any ongoing development which impacts the Lawmaker Service.

10. Specific requirements for hosting management

10.1. This Section 12 lists specific requirements for hosting management. The cloud hosting provider (currently AWS) is procured by the Buyer, who is responsible for ensuring that the Supplier has all relevant access and permissions in order to manage the hosting solution effectively.

Ensure reliability, availability, durability and resilience of the live services

10.2. The Supplier is responsible for managing the legislation.gov.uk Platform cloud hosting solution and will maintain a hosting solution for the Live environment that performs consistently well with high reliability, availability, durability and resilience, making appropriate use of multiple regions, availability zones, load-balancing, clustering, and scaling.

10.3. The Supplier will deploy upgrades, patches and fixes as necessary to all infrastructure within all the environments (pre-live environments, Live, DR).

10.4. The patching and deployment strategy will be delivered through the Platform Roadmap.

Enable development and testing of the pre-live versions of the platform

10.5. The Supplier will maintain a hosting solution that enables the routine development and testing of the Platform, and supports working in an Agile way, for use by the Buyer's Service Owner and Product Owners, approved

third parties and other team members including developers. This will include:

- (a) a secure QA environment in the cloud for function testing and regression testing;
- (b) a secure UAT environment in the cloud for operational acceptance testing, user acceptance testing, regression, and performance and penetration testing;
- (c) a secure development environment in the cloud for prototyping of new services/functionality, as required by the Buyer.

Maintain appropriate disaster recovery (DR) capability

- 10.6. The Supplier will manage the cloud solution from both the main account and from the disaster recovery account which will be set up in a different [data redacted] region to minimise the possibility of losing both at the same time.
- 10.7. The Supplier will enforce separation of concerns between the primary [data redacted] accounts (Live, QA/UAT, Development) and disaster recovery [data redacted] account to ensure that no single person has admin/write access to both accounts and the infrastructure within.
- 10.8. The Supplier will carry out a disaster recovery exercise at least once a year and at the request of the Buyer, testing the integrity of all backups required to completely restore the Platform as well as the Disaster Recovery (DR) processes.
- 10.9. When the Supplier carries out any changes to infrastructure, or if the backup or restore processes are changed, the Supplier must consult with the Buyer to discuss any requirements for a DR exercise, and carry out any DR exercise required by the Buyer.
- 10.10. The Supplier will routinely, securely and rigorously backup all data, Platform builds, code, configurations and scripts.
- 10.11. The Supplier will develop a Backup and Data Retention Policy as part of its Technical Documentation for approval by the Buyer which will include, but not be limited to, the following:
- (a) The Supplier will backup data to specific buckets within the [data redacted] or other service as approved by the Buyer.

- (b) The Supplier will backup data daily outside of peak hours and will undertake complete backups on a weekly basis, with further increments taken daily.
 - (c) After backups to the local region have completed, the Supplier will copy these to a separate region and disaster recovery account.
 - (d) The Supplier will create a backup of files not contained in backed-up databases that are required for the Platform – to include, but not be limited to, media, images, enacted PDFs (that are not system-generated).
 - (e) The Supplier will retain backup copies of the access logs provided by CloudFront and the Elastic Load Balancers.
 - (f) The Supplier will propose a retention policy, to be approved by the Buyer, and will delete backups that are no longer required.
 - (g) The Supplier will support the Buyer to maintain at least one backup of Buyer data outside of the cloud, as part of the Service Management Fee, as specified by the Buyer.
- 10.12. Within 3 months of the start of this Agreement, the Supplier will work with the Buyer to produce a plan that sets out the steps required by the Supplier and the Buyer to bring a working version of legislation.gov.uk and the legislation.gov.uk Publishing System back into service within 48 hours.
- 10.13. If [data redacted] is rendered completely unavailable, the Supplier will:
- (a) initiate a recovery process to launch the platform with another hosting provider such as [data redacted], as is provided by the Buyer; and
 - (b) use its best endeavours to bring a working version of legislation.gov.uk and the legislation.gov.uk Publishing System back into service within 48 hours and will fully restore services including auto-scaling, automated deployments and full infrastructure within two months.

Provide secure access to authorised personnel

- 10.14. The Supplier will secure administrative levels of access as its highest priority.
- 10.15. The Supplier will secure access to the cloud accounts and

infrastructure within them, ensuring that the minimum levels of necessary access are given to authorised personnel only, and that permissions are removed from personnel when they are no longer required.

10.16. The Supplier will maintain and make available to the Buyer an up-to-date list of users and permissions.

10.17. The Supplier will ensure that the Buyer has secure access to the billing console for each AWS account, view/read-only access to the infrastructure and data for the QA, UAT and Live environments, and full access to the Development environment, where there is one.

10.18. The Supplier will provide third party access to the development environment when required by the Buyer, with the appropriate security controls in place.

Optimise performance and manage and minimise costs

10.19. The Supplier will optimise the architecture and provisioning of the Platform to achieve a good level of performance and availability for users whilst keeping infrastructure costs down.

10.20. The Supplier will provide on an annual basis an estimate of infrastructure usage and/or costs for each environment which will be used by the Buyer and will manage hosting costs to a monthly cap which is agreed with and approved by the Buyer, that excludes any taxes and AWS discounts (e.g. OGVA, Savings Plans).

10.21. The Supplier will undertake the following, endeavouring to keep within the pre-tax, pre-discounted infrastructure cap:

- (a) Right-sizing infrastructure, balancing performance with cost for the Live environment, whilst minimising costs for the other environments.
- (b) Infrastructure scaling (both automatic and manual) to handle variations in legitimate demands on the Live environment and minimise costs in the other environments.
- (c) Scheduling in the pre-live environments to shutdown infrastructure out of working hours, or while not in use.
- (d) Active monitoring of monthly hosting costs against the approved monthly cap, reporting to the Buyer if the Supplier anticipates that monthly costs will exceed

the cap. For the avoidance of doubt, the approved monthly cap cannot be exceeded without the prior approval of the Buyer.

10.22. The Supplier will provide the Buyer with an estimate for infrastructure costs for any proposed development work that will expand the infrastructure beyond the planned/predicted usage/cost.

10.23. The Supplier will make recommendations on a quarterly basis regarding opportunities (if there are any) for cost savings, including but not limited to:

- (a) Identifying underutilised infrastructure allowing for a reduction in the size, type or number of instances.
- (b) Extending the shutdown hours of pre-live infrastructure.
- (c) Savings Plans to be acquired by the Buyer.
- (d) Redeveloping parts of the Platform to move components to a PaaS or serverless architecture

10.24. The Supplier will ensure that all infrastructure is tagged where possible to allow the Buyer to query and report on costs by multiple filters such as environment or service.

Prevent cloud vendor lock-in

10.25. The Supplier will ensure that the Platform operates in a self-contained way within the cloud infrastructure provided by the Buyer, except for some pre-defined boundary points with external systems. The cloud hosting of any other internal systems used by the Supplier should be minimal in scope and leverage the services within the cloud infrastructure. No components or data necessary for the operation of the Platform shall be hosted outside of the cloud infrastructure provided by the Buyer without the Buyer's approval.

10.26. The Supplier will, wherever possible, use technologies that can be easily ported between commodity cloud hosting providers. If vendor specific technologies are used then the Supplier will demonstrate to the Buyer that the functionality could still be delivered using another providers or vendors cloud offering with a broadly comparable level of performance and cost before the vendor specific technology is approved for use by the Buyer.

10.27. Within one month of the signature of this Call-off contract, the Supplier will provide a migration strategy document detailing the

processes/steps required for the service to be moved to another cloud hosting provider. The Supplier will keep this document up-to-date as new developments are introduced or the infrastructure changes. The document will be reviewed by the Buyer on an annual basis, at the end of each year of this Call-off contract.

Security in a cloud context

- 10.28. The Supplier will draft, implement and follow a security policy that adheres to the government's cloud security principles (<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>). This will be included in the Supplier's Security Plan as required in Section 14 (additional specific requirements for security).
- 10.29. As a minimum this will include that the Supplier ensures that:
- (a) User data transiting networks are adequately protected against tampering and eavesdropping;
 - (b) Data at rest protection should be in place for sensitive data (for example, encryption);
 - (c) There is a separation between services to limit the scope of any security breach; and;
 - (d) The Supplier will ensure operational security processes are in place for:
 - i. Configuration and change management;
 - ii. Vulnerability management;
 - iii. Protective Monitoring; and
 - iv. Incident Management.
- 10.30. The Supplier will manage incidents using ITIL processes and procedures, using automated monitoring to identify problems or incidents immediately.
- 10.31. The Supplier will use [data redacted] to audit changes to the environment and to monitor unusual behaviour in the servers.

11. General Requirements for Platform development

- 11.1. The Supplier will ensure that any development work on the Platform is agreed in advance with the Buyer including the project management methodology, timescales, requirements, resourcing and means of payment before work commences.
- 11.2. The Supplier is required, under the Terms of this Agreement, to ensure any impact on Hosting costs are kept to a minimum; evaluate and provide estimates of any ongoing impact on Hosting costs and infrastructure to the Buyer; and monitor changes to Hosting impacts during the course of the relevant development work, and must receive formal written permission from the Buyer before any additional costs are incurred.
- 11.3. The Supplier will deploy the capability and provide the capacity to analyse service performance data.
- 11.4. The Supplier will ensure that all development documentation is stored in a shared content management system accessible to the Buyer eg. Confluence.
- 11.5. During any development of the Platform the Supplier will work in a pre-production environment that mirrors the live Platform.
- 11.6. The Supplier will use progressive enhancement when designing and developing browser based front end services.
- 11.7. The Supplier will design for the most commonly used browsers and devices as agreed with the Buyer, and use best endeavours to ensure ongoing compatibility with mobile technology.
- 11.8. The Supplier will deploy software developments regularly, following as closely as possible a continuous integration approach to development and releases.
- 11.9. The Supplier will ensure that code deployed through the pre-live environment is managed using a version control system as approved by the Buyer.
- 11.10. The Supplier will ensure that any development is aligned with the General Standards set out in Schedule 1.2 Section 18; Accessibility standards set out in Schedule 1.2 section 19; Code Management standards

set out in Schedule 1.2 Section 20.

- 11.11. The Supplier will ensure that all development is tested according to the specifications set out in Schedule 1.2 Section 21 (Testing) and released to the live service according to specifications set out in Schedule 1.2 Section 22 (Release Management)
- 11.12. At the request of the Buyer, the Supplier will participate in the Buyer's Service Assessments for each of the products and any Government Service Assessment that may be carried out. This will include ensuring that the Supplier personnel participate in Service Assessments as required by the Buyer.
- 11.13. The Supplier will ensure that any Supplier or sub-contractor system used for all data, systems or processes used to deliver the services set out in this call-off contract comply with:
- 11.13.1. the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-securityclassifications>
- 11.13.2. guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- 11.13.3. the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 11.13.4. government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 11.13.5. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

12. Additional specific requirements for security

- 12.1. The Supplier will deliver the security requirements as set out in this section, and in Schedule,1 Annex 1.
- 12.2. The Supplier will maintain an Information Security Management System (ISMS) to comply with these security requirements, including Schedule 1 Annex 1 below, to: meet the relevant standards of ISO/IEC 27001 and ISO/IEC 27002, preferably through certification; and cover all aspects of the services delivered under this Call-off contract. The ISMS will be sponsored by a named senior management (Board) Supplier representative and the Supplier will document processes that include but are not limited to: security incident management and vulnerability management. Where such an ISMS does not already exist, it will be developed by the Supplier and provided to the Buyer within one month of the signature of this Call-off contract.
- 12.3. The Supplier will develop and maintain a Security Management Plan to comply with the security requirements set out in this section and in Schedule 1, Annex 1 (Baseline Security Standards) below, and include:
 - 12.3.1. security roles and responsibilities;
 - 12.3.2. security risk management practices including regular identification, assessment and treatment of risks;
 - 12.3.3. and security controls and measures for all aspects of the services delivered under the contract, including security incident management and vulnerability management. It may reference the ISMS where this describes the security management approach.
 - 12.3.4. The Security Management Plan and contracted services will include provision for Security Testing (such as penetration testing) carried out at least once a year, by an independent testing team appointed by the Supplier. This should use approved suppliers under the NCSC CHECK scheme, where practical.
- 12.4. The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information, and follow their incident management plan. Any changes to the services or the Supplier's security as a response to an incident will be carried out as part of the contracted services.
- 12.5. The Supplier will regularly identify and resolve vulnerabilities in the contracted services, on an ongoing, patching Critical issues within 7 days of release or earlier if stated in the patch release, Important issues within 30 days, and other issues within 60 days. Major and minor upgrades will be carried out as part of routine maintenance, and

may be carried out to resolve vulnerabilities. Service hardening will be carried out to reduce the exposure of services. The Supplier will report on this monthly at the Contract Board.

- 12.6. The Buyer will approve the Security Management Plan, and elements of the ISMS including compliance certification, security incident management and vulnerability management. Any exceptions will be agreed between the Buyer and Supplier.
- 12.7. The Supplier will review and update the Security Management Plan and ISMS at least once a year to reflect changing good practice, with this upkeep is included as part of the contracted services. Updates and review must be reported to the Contract Board on an annual basis, or as required by the Buyer.
- 12.8. The Buyer may require the Supplier to conduct audits of the Security Management Plan and ISMS, or the Buyer may arrange and conduct such audits themselves, with such audits and any remediation at cost to the Supplier where there is evidence of non-performance against the security requirements of this Call-off contract.
- 12.9. The Supplier will capture security delivery dates in software components and security calendar, to include, but not be limited to, the following:
- 12.9.1. critical patches/notifications – including the release date, the deadline date (as set out in this call-off contract) and the date actually applied;
- 12.9.2. all other dates from the security management plan, including due dates and actual dates action taken, to include but not be limited to the due dates and actual dates of IT Health Checks and security testing, and the dates of any breaches including the date remedial action was taken.

Schedule 1.1, Annex 1: Baseline Security Requirements

1. Handling Classified information

- 1.1. The Supplier will not handle Buyer information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier will seek additional specific guidance from the Buyer.

2. End user devices

- 2.1. When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least Foundation Grade, for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2. Devices used to access or manage Government Data and services must be under the management Buyer of Buyer or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Buyer. Unless otherwise agreed with the Buyer in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Buyer and a joint decision will be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with the Buyer.

3. Data Processing, Storage, Management and Destruction

- 3.1. The Supplier and Buyer recognise the need for the Buyer's information to be safeguarded under the UK Data Protection regime. To that end, the Supplier must be able to state to the Buyer the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Buyer Data will be subject to at all times.
- 3.2. The Supplier will agree any change in location of data storage, processing and administration with the Buyer in accordance with Clause 33 (Data Protection Legislation (GDPR)).

3.3. The Supplier will:

- 3.3.1. provide the Buyer with all Buyer Data on demand in an agreed open format;
- 3.3.2. have documented processes to guarantee availability of Buyer Data in the event of the Supplier ceasing to trade;
- 3.3.3. securely destroy all media that has held Buyer Data at the end of life of that media in line with Good Industry Practice; and
- 3.3.4. securely erase any or all Buyer Data held by the Supplier when requested to do so by the Buyer.

4. Ensuring secure communications

- 4.1. The Buyer requires that any Buyer Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2. The Buyer requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1. The Supplier will apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Buyer Data.
- 5.2. When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier will follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1. Supplier Staff will be subject to pre-employment checks that include, as a minimum:

identity, unspent criminal convictions and right to work.

- 6.2. The Supplier will agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.
- 6.3. The Supplier will prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Buyer Data except where agreed with the Buyer in writing.
- 6.4. All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data will undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- 6.5. Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff will be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights will be revoked within one (1) Working Day.

7. Restricting and monitoring access

- 7.1. The Supplier will operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators will be allowed access only to those parts of the ICT Environment that they require. The Supplier will retain an audit record of accesses.

8. Audit

- 8.1. The Supplier will collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:
 - 8.1.1. Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs will include those from DHCP servers,

HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2. Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and will include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2. The Supplier and the Buyer will work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3. The Supplier will retain audit records collected in compliance with this Section 8 for a period of at least 6 Months.

Schedule 1.1, Annex 2: Publishing Timelines

1. Publishing deadlines statutory requirements

- 1.1. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to publish Primary Legislation (UK Public General Acts, UK Local Acts, Acts of the Scottish Parliament, Acts of the National Assembly for Wales, Acts of the Senedd Cymru, Acts of the Northern Ireland Assembly and Church Measures) in PDF format on the legislation.gov.uk website within 1 working hour after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.
- 1.2. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to publish Primary Legislation (UK Public General Acts, UK Local Acts, Acts of the Scottish Parliament, Acts of the National Assembly for Wales, Acts of the Northern Ireland Assembly and Church Measures) as valid CLML through the legislation.gov.uk API and as HTML on the legislation.gov.uk website as soon as possible and no later than 3 working days after approval of the document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.
- 1.3. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to work in conjunction with the Publishing Concessionaire's print publishing capability to print primary and secondary legislation (excluding non-print Statutory Instruments, non-print Scottish Statutory Instruments and non-print Northern Ireland Statutory Rules) according to the title

specifications and print requirements, no later than 3 working days after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant authority (recorded as part of submitting the document for publication) where that is later.

- 1.4. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to publish UK Statutory Instruments, Welsh Statutory Instruments (single column versions), Scottish Statutory Instruments and Northern Ireland Statutory Rules in PDF format on the legislation.gov.uk website within 1 working hour after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.
- 1.5. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to publish Statutory Instruments (except non-print SIs and Welsh SIs), Scottish Statutory Instruments and Northern Ireland Statutory Rules drafted on the SI Template with no more than minor impact errors as valid CLML through the legislation.gov.uk API and as HTML on the legislation.gov.uk website as soon as possible and no later than 1 working day after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.
- 1.6. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to publish Non-Templated SIs and Welsh SIs as valid CLML through the legislation.gov.uk API and as HTML on the legislation.gov.uk website as soon as possible and no later than 5 working days after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.
- 1.7. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to publish correctly templated associated documents (Explanatory Notes, Explanatory Memoranda, Policy Notes, Impact Assessments, Tables of Origin and Destination and all other associated documents as required by the Buyer to be published) in PDF format on the legislation.gov.uk website within 1 working hour after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.

- 1.8. The Supplier will carry out the maintenance and/or approved development required to ensure that the legislation.gov.uk Publishing System is able to print correctly templated Explanatory Notes (for UK Public General Acts, Acts of the Scottish Parliament, Acts of the National Assembly for Wales, Acts of the Northern Ireland Assembly) and the Explanatory Memoranda for Northern Ireland Orders in Council according to the agreed title specifications and the print requirements no later than 3 working days after approval of document for publication through the Publishing System, or according to the date and time specified by the relevant Buyer (recorded as part of submitting the document for publication) where that is later.
- 1.9. The Supplier will carry out the maintenance and/or approved development required to ensure that the Publishing Concessionaire is able to use the legislation.gov.uk Publishing System to expedite publication for emergency legislation that needs to be published ahead of these timelines, as required.
- 1.10. The Supplier will carry out the maintenance and/or approved development required to ensure that the Publishing Concessionaire is able to use the legislation.gov.uk Publishing System to publish Statutory Instruments relating to a civil emergency, pandemic or financial changes (e.g. budget or pre-budget report) immediately after approval of the document for publication, in PDF on legislation.gov.uk

Schedule 1.2: Approaches, processes and standards

13. Technical review and recommendations

13.1. The Supplier is responsible for providing the expertise needed to advise the Buyer on the adaptive, preventive and perfective maintenance that is required to make the Platform easier to manage, maintain and develop, including horizon scanning and recommending alternative or newer technologies and components if they offer benefits.

13.2. The Supplier is responsible for continually monitoring the Platform's component versions, to assess Platform efficiency and performance, for identifying new components and technologies that may impact the Platform or provide opportunities for improvements, for example to reduce technical debt, reduce vulnerabilities, or to standardise across the Platform where practicable in order to make it easier to manage, maintain and develop.

13.3. The Supplier will present its Technical Review and Recommendations Document as set out in Schedule 1.1 to the Technical Strategy Board for discussion, as part of the process of creating a Technical Strategy for the Platform.

13.4. Once approved by the Board, the Supplier will review and report back to the Board on progress against delivering the Technical Strategy, every quarter.

14. Maintenance Planning

14.1. The Supplier will agree priorities for adaptive, preventive and perfective maintenance with the Buyer and manage these priorities through the Platform Roadmap.

14.2. The Supplier is responsible for creating and regularly reviewing maintenance stories required to deliver the priorities agreed with the Buyer.

15. Ways of working

Working with the Buyer

15.1. The Supplier will use Agile processes to manage maintenance and development work unless otherwise specified by the Buyer. Agile projects will be defined at the outset, by the Buyer, as either:

15.1.1. Sprint Cap projects;

15.1.2. Target price and/or deadline projects;

15.1.3. Incremental Milestone projects; or

15.1.4. Fixed Price projects;

and will be managed according to the principles set out in Schedule 2.(Call-Off Contract Charges).

15.2. The Supplier will use fixed price project management only where the Buyer determines that there are fixed, known requirements, which can be delivered for an agreed fixed cost, with agreed delivery milestones. For fixed price projects the following will apply:

15.2.1. For all fixed price projects, the Buyer will provide detailed requirements and the Buyer and Supplier will agree a project milestone delivery plan, both of which must be formally signed off by the Buyer and the Supplier before work begins:

15.2.2. This project milestone delivery plan should include the Supplier's assumptions about ways of working with the Buyer and stop/go milestone points.

15.2.3. Based on the project milestone delivery plan and the requirements, the Supplier will provide a formal written estimate for the project, which must be formally approved by the Buyer before development begins.

15.2.4. The requirements, project milestone delivery plan, and written estimation must be formally submitted to the Contract Board, for the record.

15.2.5. Additional costs for fixed price projects may be accepted by the Buyer provided that:

15.2.5.1. the Buyer agrees and formally approves that requirements have changed. If this is the case, the Supplier must provide a revised estimation and must not proceed with any additional work until the revised estimation has been formally approved by the Buyer. The Supplier must also produce a revised project milestone delivery plan for the Buyer's approval. This revised estimation, and revised project milestone delivery plan, must be formally submitted to the Contract Board for the record.

15.2.5.2. If the Buyer does not agree that requirements have changed, the Buyer retains the right to require the Supplier to deliver the project to the estimation, and project milestones, as initially submitted to the Contract Board. If deadlines are missed, the Supplier will pay a Delay Payment to the Buyer in respect of that project if the Buyer requests this.

15.3. The Supplier is required to produce and maintain the following procedural documentation for business processes, and ensure that this documentation is maintained and is followed for all maintenance and development, subject to the approval of the Buyer:

15.3.1. Code Management

15.3.2. Release Management

15.3.3. Testing Policy

15.3.4. Agile principles and approach e.g. definitions of what a story is etc.

15.4. The Supplier will produce a technical and procedural documentation maintenance plan, to be approved by the Buyer, that covers the following:

15.4.1. A catalogue of what documentation exists;

15.4.2. Where it is kept and processes for version control and sign off; and

15.4.3. A description of processes about when and how documentation will be reviewed and updated and by who, at what stage in the development.

Working with external suppliers

15.5. In the event that the Buyer requires the Supplier to undertake a development project in collaboration with one or more external or third party suppliers, the Supplier will work with the Buyer and the external supplier(s), as requested by the Buyer.

15.6. At the outset of the external development project, the Supplier will meet with the Buyer and the external supplier(s) and provide all necessary materials and assistance in order to:

15.6.1. ensure that the external supplier has a clear understanding of the relevant existing Platform technologies and workflows;

15.6.2. ensure that the external supplier has a clear understanding of the integration requirements of the Supplier;

15.6.3. discuss and agree the scope of requirements for integration and post-integration support – for example releasing the code into legislation.gov.uk and producing documentation;

15.6.4. discuss and agree how code will be developed, managed and released during the external development project, including arrangements for the provision of third party access to data and systems, and the creation of shared repositories and test systems as required and agreed with the Buyer;

15.6.5. discuss and agree the level of involvement and communication the Supplier will need during the project, for example whether attending stand up calls is required; and

15.6.6. discuss the Supplier's assessment of any proposed external development on the ongoing Platform maintenance costs, or ease of maintainability of the Platform.

15.7. The Supplier will notify any external supplier working on live projects, and the Buyer, of any service disruption that could impact on external development.

Requirements to use Agile methods

15.8. The Supplier will follow Agile methodologies, as approved by the Buyer, when working with the Buyer to develop and maintain the Platform and services.

15.9. The Supplier will work with the Buyer's legislation.gov.uk Service Owner and Product Managers to establish Agile project teams with the necessary skills as recommended in the Government Digital Service Standard (www.gov.uk/service-manual/service-standard).

15.10. The Supplier will provide collaboration tools for capturing and managing stories and for all team members to work on related documents. All data held in the collaboration tools will be owned by the Buyer. The Supplier will ensure the Buyer retains access to the data even if the tools are changed in any event, and will make provision for the export of this data to a repository of the Buyer's choosing on request.

Working with the Publishing Concessionaire

15.11. The Supplier will notify the Publishing Concessionaire directly to inform them about any service disruption (planned or unplanned) to the legislation.gov.uk Publishing system and legislation.gov.uk website, copying in the Buyer's Publishing Services Manager and legislation.gov.uk Service Owner.

15.12. The Supplier will ensure that the Publishing Concessionaire can raise and monitor support calls directly through the Supplier's Service Desk, and that the Buyer's Publishing Services Manager is added to any support calls raised in this way.

15.13. Any other requests for maintenance or development work (i.e. anything other than support calls) required for the legislation.gov.uk Publishing System must come from the

Buyer, and not the Publishing Concessionaire. If the Supplier receives such requests from the Publishing Concessionaire, it should forward these to the Buyer.

- 15.14. The Supplier must make relevant resources available to work with the Grantor and the Publishing Concessionaire as required, in order to provide advice, clarification, feedback and testing in relation to any ongoing development which impacts the activities of the Publishing Concessionaire.

Specific requirements to have regard to established patterns

- 15.15. The Supplier will follow the established patterns of user experience design and service behaviour in use across the legislation.gov.uk Platform, unless otherwise instructed by the Buyer.
- 15.16. When refining or developing the Platform the Supplier must assess the potential impact on third party data reusers and any developer documentation maintained by the Buyer, and flag potential impacts to the Buyer.
- 15.17. When introducing new data Endpoints to the system or improving existing Endpoints, the Supplier will follow the Buyer's approved approach to URI construction, ensuring these are both consistent and hackable.

16. Standards

General

- 16.1. Throughout the term of this call out contract, the Parties will monitor and notify each other of any new or emergent standards which could affect the Supplier's provision, or the Buyer's receipt, of the Services. Any changes to the Standards, including the adoption of any such new or emergent standard, will be agreed in accordance with the Variation Request procedure.
- 16.2. Where a new or emergent standard is to be developed or introduced by the Buyer, the Supplier will be responsible for ensuring that the potential impact on the Supplier's provision, or the Buyer's receipt, of the Services is explained to the Buyer (in a reasonable timeframe), prior to the implementation of the new or emergent standard.
- 16.3. Where Standards referenced conflict with each other or with Good Industry Practice, then the later Standard will be adopted by the Supplier. Any such alteration to any Standard(s) will require the prior written agreement of the Buyer and will be implemented within an agreed timescale.

Technology and digital services practice

- 16.4. The Supplier will (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.

Open standards

- 16.5. The Supplier will support the Buyer's commitment to maintaining the [legislation.gov.uk](https://www.gov.uk) Platform with a strong commitment to the use of Open Standards.
- 16.6. The Supplier will comply to the extent within its control with UK Government's Open Standards Principles ("Open Standards") as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>, as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment.
- 16.7. The Supplier will maintain the use of Open Standards for legislation documents as data (using XML) and metadata (using primarily RDF with some metadata in XML), and maintain the Platform specific data models (primarily XML schema and RDFS/OWL-DL ontology) and supporting documentation.
- 16.8. As part of the Technical Documentation for the Platform, the Supplier will maintain the documentation for all the Platform APIs (both the open [legislation.gov.uk](https://www.gov.uk) API and the APIs for the other parts of the Platform) using the Open API specification (<https://www.openapis.org/>). This documentation will be in the form of a machine readable API description and a human readable API description for each API across the Platform.
- 16.9. The Supplier will ensure that any future developments to the [legislation.gov.uk](https://www.gov.uk) API are consistent with the API design patterns determined by the Buyer and take into account API design patterns as documented at <https://www.gov.uk/guidance/gds-api-technical-and-data-standards> and as described by <https://www.w3.org/TR/cooluris/>.
- 16.10. The Supplier will ensure that all documentation published on behalf of the Buyer pursuant to this Call-off contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.

Technology architecture standards

- 16.11. The Supplier will produce full and detailed technical architecture documentation

for the legislation.gov.uk Platform in accordance with Good Industry Practice.

Service management, software and standards

16.12. The Supplier will reference relevant industry and HM Government standards and best practice guidelines in the management and maintenance of the Services, including the following and/or their equivalents:

- (a) ISO/IEC 14764 “Software Engineering – Software Life-cycle Processes – Maintenance”
- (b) ITIL v3 2011;
- (c) ISO/IEC 20000-1 2011 “ITSM Specification for Service Management”;
- (d) ISO/IEC 20000-2 2012 “ITSM Code of Practice for Service Management”;
- (e) ISO 10007 “Quality management systems – Guidelines for configuration management”;
- (f) ISO 9001 – Quality Management; and
- (g) BS25999-1:2006 “Code of Practice for Business Continuity Management” and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of “IT Service Continuity Strategy” or “Disaster Recovery” plans.

16.13. For the purposes of management of the Services and delivery performance, the Supplier will make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release and deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management.

Environmental standards

16.14. The Supplier warrants that it has obtained ISO 14001 (or equivalent) certification for its environmental management and will comply with and maintain certification requirements throughout the Term. The Supplier will follow a sound environmental management policy, ensuring that any Goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.

16.15. The Supplier will comply with relevant obligations under the Waste Electrical and Electronic Equipment Regulations 2013.

- 16.16. The Supplier will comply with the Buyer and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy>.

Hardware safety standards

- 16.17. The Supplier will comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:
- (a) any new hardware required for the delivery of the Services (including printers), will conform to BS EN 60950-1:2006+A12:2011 or subsequent replacements. In considering where to site any such hardware, the Supplier will consider the future working user environment and will position the hardware sympathetically, wherever possible;
 - (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, will conform to the following standard: BS EN 60065:2002+A12:2011 or any subsequent replacements;
 - (c) any new laser printers or scanners using lasers, required for the delivery of the Services, will conform to either of the following safety Standards: BS EN 60825-1:2007 or any subsequent replacements ; and
 - (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, will conform to the following safety Standard: BS EN 41003:2009 or any subsequent replacements.
- 16.18. Where required to do so as part of the Services, the Supplier will perform electrical safety checks in relation to all equipment supplied under this Call-off contract in accordance with the relevant health and safety regulations.

17. Accessibility and usability

- 17.1. The Supplier will ensure, when maintaining and developing the Platform, that it enables the Buyer to comply with (or with equivalents to), so far as practicable, the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.
- 17.2. The Supplier will ensure, when maintaining and developing the Platform, that it enables the Buyer, so far as practicable, to comply with Guidance on Usability set out in ISO 9241.

- 17.3. The Supplier will ensure, when maintaining, operating or developing the Platform, that it enables the Buyer to comply with the Government Digital Service's guidance on making a service accessible: <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction> or as may be amended from time to time.
- 17.4. If there is a new service or major improvements to the Platform that impacts on the user experience, the Supplier will carry out ad hoc accessibility tests, if requested to do so by the Buyer.
- 17.5. The Supplier will assign personnel to product development teams who have a thorough understanding of the accessibility requirements of a government digital service and produce work that adheres to industry good practice.
- 17.6. The Supplier will ensure all developments have regard to the needs of users accessing the services using assisted technology such as screen readers, screen magnifiers and speech recognition software as described in the Government guidance on assistive technology: <https://www.gov.uk/service-manual/technology/testing-with-assistive-technologies>.
- 17.7. The Supplier will participate in accessibility audits and reviews of the legislation.gov.uk Platform.

18. Code management

Requirements for producing code

- 18.1. The Supplier will produce Source Code and documentation to a consistently high standard, as required and approved by the Buyer. This will include the Supplier peer reviewing code as part of every development or support story or as otherwise approved by the Buyer as part of the development lifecycle.
- 18.2. The Supplier will provide the Buyer with, and maintain, documentation describing all coding standards that are being used in the Platform.
- 18.3. Where there is a published coding standard for a technology used in the Platform, for example Drupal, the Supplier will use this standard for those elements of the code. Where the Government has published a coding standard for the language in use, the Supplier will adopt the standard.
- 18.4. The Supplier will use secure coding techniques such as OWASP Proactive Controls (<https://www.owasp.org/>).

- 18.5. The Supplier will actively manage dependencies between software components and libraries, and report to the Buyer via the software component and security calendar.
- 18.6. The Supplier will produce a code documentation checklist for its developers that sets out how it expects them to produce, quality assure and document code, including some examples of good practice. This will include, but not be limited to, the following:
- 18.6.1. Describing the purpose of different components and their interactions using consistent terminology and meaningful naming conventions, including producing introductory text explaining how components work, and text for each individual function.
 - 18.6.2. Ensuring that code comments are clear and understandable – to a standard that means an external developer could understand and use the code.
 - 18.6.3. Ensuring that models and function descriptions have a version history, including documenting who has contributed to it.
 - 18.6.4. The process for senior peer review of code documentation, for example where the Supplier branches code, as part of Source Code management.
- 18.7. The Supplier will ensure that the coding standards that are documented in the checklist are consistently applied across the development team, and quality assured/peer reviewed by the Supplier.
- 18.8. The Supplier will store and manage Source Code in a version control system approved by the Buyer, such as BitBucket and GitHub.
- 18.9. The Supplier will ensure that version control facilitates are adequately managed to allow rapid roll-back of the production environment to a previous stable version in the event that issues are found with a new release.
- 18.10. The Supplier will code in the open (unless for security reasons, as agreed by the Buyer) by placing Source Code in a publicly available source code repository and will maintain a coding in the open plan describing their approach to coding in the open, for review and approval by the Buyer.
- 18.11. In order to promote code re-use the Supplier will identify where individual components can be maintained as separate projects in repositories to allow for standalone release, use and re-use.

- 18.12. The Supplier will ensure that code is released under the licences specified by the Buyer.
- 18.13. The Supplier will maintain such parts of the Buyer's public legislation GitHub repository <https://github.com/legislation>, and other public repositories as approved by, and in accordance with the policies of, the Buyer, to provide access to relevant components of the Platform code to enable data re-use and integration by third parties.
- 18.14. The Supplier will actively engage with and support any code reviews that may be carried out by the Buyer or by a third party appointed to act on the Buyer's behalf.

19. Testing

- 19.1. The Supplier will agree with the Buyer the testing approach to be adopted for routine changes or for any specific projects or development. The requirements specified in this section 21 (Testing) will apply unless otherwise agreed by the Buyer.
- 19.2. The Buyer will conduct User Acceptance Tests for all development work. All changes to the platforms will need to be approved by the Buyer before they can be released to a live environment.
- 19.3. For significant changes to platforms the Buyer may require the Supplier to create a Test Strategy and Test Plan.
- 19.4. The Supplier will adopt, follow and use, whenever applicable, a Test-Driven Development approach to developing the Platform.
- 19.5. The Supplier will recreate issues in the non-live environment, apply code fixes following coding best practices and test locally to ensure the fix is performing as expected.
- 19.6. The Supplier will incorporate changes into the relevant code module which in the first instance will be system tested in a local environment by the developer.
- 19.7. The Supplier will conduct Unit Tests to cover code/functionality and will continuously integrate Unit Tests to ensure other functionality is not adversely affected.
- 19.8. The Supplier will write new test scripts or update existing script wherever needed.
- 19.9. Where applicable the Supplier will run Selenium UI scripts to regression test user interactions.

- 19.10. Where applicable, the Supplier will run load tests to compare performance against baseline. The Supplier will monitor resource usage and repeat the process following performance fixes.
- 19.11. The Supplier will not submit any Deliverable for Testing to the Buyer:
- 19.11.1. unless the Supplier is reasonably confident that it will satisfy the Buyer's User Acceptance Testing;
 - 19.11.2. all changes have been subject to the Supplier's internal testing procedures, including regression testing and XSpec tests
- 19.12. The Supplier will ensure the Buyer has access to Testing environments reasonably necessary to allow full testing.
- 19.13. The Supplier will ensure full details of the work to be tested are made available to the Buyer in advance of testing.
- 19.14. The Supplier will provide copies of their Test documentation to the Buyer for reference.
- 19.15. The Buyer will conduct User Acceptance Tests which may differ from those conducted by the Supplier and may raise Test Issues on JIRA.
- 19.16. The Supplier will resolve issues with any defective Deliverable before a Test Issue is closed, subject to the agreement of the Buyer.

XML testing

- 19.17. The Supplier will maintain, enhance and formalise the XSpec unit tests which have been written to aid the maintenance of the Platform's application logic written in XSLT and XQuery.
- 19.18. The Supplier will run XSpec tests to regression test changes to the Platform prior to each release, creating additional XSpec unit tests as necessary.
- 19.19. The Supplier will ensure that all bug fixes relating to issues with the API have corresponding XSpec tests added to the batches to prevent further similar issues in future.
- 19.20. Where XSpec is not appropriate the development team will write and run unit tests in a standard, common format expected for the language the code is written in (for example Junit for Java, simpletest for PHP, QUnit for JavaScript).

20. Release Management

- 20.1. The Supplier will operate and document, as part of the Technical Documentation, a robust change control and release management process for all changes, fixes and patches to the Platform.
- 20.2. The Supplier will work to the release schedule agreed with the Buyer.
- 20.3. The Supplier will have the capacity to make an emergency release to the live platform at short notice, within one working day subject to approval by the Buyer.
- 20.4. The Supplier will manage changes (e.g. features or support calls) so that they can be released separately if required.
- 20.5. The Buyer will specify the scope of each release following sign off of the User Acceptance Testing.
- 20.6. The Supplier will ensure the Buyer has access to a UAT environment for final testing and approval prior to any release.
- 20.7. The Supplier will ensure that all code required for the full release is collected together in a branch and deployed to UAT for testing.
- 20.8. The Supplier will provide details of all changes included in each proposed release once the branch has been deployed to UAT and make that information available to the Buyer for review.
- 20.9. The Supplier will fix issues uncovered in QA and UAT environments and will release them for re-testing. If successful the Supplier will release them to the UAT environment again for further User Acceptance Testing.
- 20.10. The Supplier will track dependencies between code on the different parts of the Platform.
- 20.11. The Supplier will ensure that releases are deployed to all relevant parts of the Platform to ensure dependencies are properly managed.
- 20.12. The Supplier will ensure that releases will not routinely interrupt the operation of the Platform without the advance agreement of the Buyer.
- 20.13. The Supplier will apply security patches within one week of release, at times this may require an emergency release to be agreed with the Buyer.
- 20.14. The Supplier will ensure that, before a release, a full back-up of the existing live

setup is taken and stored on a timestamp area in case an emergency roll-back is required.

- 20.15. The Supplier will label Source Code to ensure there is a roll back point. The Supplier will ensure that any relevant documentation is updated as part of every release. The Supplier will ensure that changes to the documentation and release updates occur at the same time as the code is released.
- 20.16. The Supplier will obtain permission from the Buyer before every release made to the Platform.
- 20.17. The Supplier will perform sufficient testing post-release to ensure that there has been no negative impact on the operation of the Platform.
- 20.18. After a release the Supplier will ensure that all changes to Live are replicated in any QA or UAT environment.

Schedule 1.3: Performance Management

21. Performance indicators and service credits

- 21.1. Schedule 1.3 sets out how performance will be measured for the Services required under this Call-off contract.

Performance indicators

- 21.2. Schedule 1.3 Annex 1 sets out the Key Performance Indicators which the Parties have agreed will be used to measure the performance of the Services by the Supplier.
- 21.3. The Supplier will monitor its performance against each Key Performance Indicator and will send the Buyer a report detailing the level of service actually achieved in accordance with Section 24 (Performance Monitoring).
- 21.4. Service Credits will accrue for any KPI Failure and will be calculated in accordance with Paragraphs 23.6 to 23.22 inclusive.
- 21.5. The Supplier's quality management system will meet the ISO 9001 standard or equivalent and will be certified by the British Standards Institute. The Supplier will quality manage sub-contractors to an equivalent standard.

Service credits

- 21.6. If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Credits will accrue to the Supplier in respect of that Key Performance Indicator.
- 21.7. If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Credits will accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 23.8
- 21.8. The number of Service Credits that will accrue to the Supplier in respect of a KPI Failure will be the applicable number as set out in Schedule 1.3 Annex 1 (Key Performance Indicators) depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure a Severe KPI Failure, or below the KPI Service Threshold, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 23.18 will apply.
- 21.9. Paragraphs 23.12 to 23.16 inclusive of this Schedule 1.3, and Schedule 2 (Call-Off Contract Charges) set out the mechanism by which Service Credits will be enforced.

21.10. The Buyer will use the Performance Monitoring Reports provided pursuant to Section, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

21.11. The Supplier and the Buyer agree that failure to achieve the Target Performance Levels set out in Annex 1 will lead to Service Credits as set out in this Schedule 1.3 and in Schedule 2 (Call-Off Contract Charges)

21.12. If the Supplier fails to meet the relevant Target Performance Level in any month, the Buyer will become entitled to the Service Credit specified in the table set out below corresponding to the relevant severity level of Performance Failure on submitting a written claim for such Service Credit, provided that the relevant Performance Failure or other problem relating to the Software:

- (a) Did not result from a Buyer Cause or a cause outside the Supplier's control; and
- (b) Was promptly notified to the Supplier

Severity level of fault	Service Credit
1 Minor KPI Failure	[Data redacted]
2 Serious KPI Failure	[Data redacted]
3 Severe KPI Failure	[Data redacted]
4 Below KPI Service Threshold	[Data redacted]

21.13. Service Credits are a reduction of the amounts payable in respect of the Services.

21.14. The Buyer will be entitled to set-off the value of any Service Credits against the Charges in Schedule 2 (Call-Off Contract Charges)

21.15. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

21.16. Service Credits will be awarded on a monthly calculation to take place at the end of every month throughout the contract year to a maximum of [Data redacted] across the Key Performance Indicators per contract year. For the avoidance of doubt the maximum aggregate liability of the Supplier for negative credit points will be [Data redacted] per annual reconciliation of Service Credits.

Repeat KPI failures and related KPI failures

21.17. If a KPI Failure occurs in respect of the same Key Performance Indicator in any

two consecutive Service Periods, the second and any subsequent such KPI Failure will be a “Repeat KPI Failure”.

- 21.18. The number of Service Credits that will accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure will be calculated as follows:

$$R = SC \times 2$$

where:

R = the number of Service Credits that will accrue for the Repeat KPI Failure; and

SC = the applicable number of Service Credits for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

Related KPI failures

- 21.19. If any specific Key Performance Indicators refer to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available will not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier will not incur any Service Credits for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Credits for, the Service being Non-Available.

Permitted maintenance

- 21.20. The Supplier will be allowed to book Service Downtime for Permitted Maintenance which will take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Buyer.
- 21.21. The Buyer will exclude Service Downtime for Permitted Maintenance when assessing the Supplier's performance against the Key Performance Indicators.

22. Performance monitoring

Performance monitoring and performance review

- 22.1. Within 10 Working Days of the end of each calendar month, the Supplier will provide a Performance Monitoring Report and associated management information to the Buyer, detailing the performance by the Supplier against each of the Performance Indicators for the month, and for the Service Period.
- 22.2. The Performance Monitoring Report and associated management information will be reviewed and their contents agreed by the Parties.
- 22.3. The Parties will discuss (unless otherwise agreed) the Performance Monitoring Reports and associated management information on a monthly basis. The Performance Review discussion will (unless otherwise agreed with the Buyer):
- (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - (b) take place at such location and time (within normal Working Hours) as the Buyer will reasonably require (unless otherwise agreed in advance); and
 - (c) be attended by the Supplier Representative and the Buyer Representative.
- 22.4. The Buyer will be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure.
- 22.5. A summary and analysis of the Performance Monitoring Report and associated management information will be included in the Contract Board and Technical Strategy Board papers, as set out in Schedule 1.4 (Reporting).

23. Performance records

- 23.1. The Supplier will keep appropriate documents and records (including Service Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc.) in relation to the Services being delivered, for as long as they are required to meet business need or fulfil statutory requirements. Without prejudice to the generality of the foregoing, the Supplier will maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Buyer upon the Buyer's request. The records and documents of the Supplier will be available for inspection by the Buyer and/or its nominee at any time and the Buyer and/or its nominee may make copies of any such records and documents.

23.2. In addition to the requirement in Paragraph 25.1 to maintain appropriate documents and records, the Supplier will provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

23.3. The Supplier will ensure that the Performance Monitoring Report and associated management information and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Buyer are available to the Buyer online and are capable of being printed.

24. Performance verification

24.1. The Buyer reserves the right to verify the Availability of the Platform and/or the Services and the Supplier's performance under this Call-off contract against the Performance Indicators including by sending test transactions through the Platform or otherwise.

Schedule 1.3 Annex 1: key performance indicators

Table 1 – KPI measurement methodologies

KPI	Title of KPI	Aim of KPI	Type of measure	Measurement period	How measured
KPI 1	Service Desk resolution times	To ensure that bugs and issues are resolved according to the priority levels set out in Section 27 of Schedule 1.3 of this call-off contract.	Continuous	Monthly	Measured by the Supplier and verified by the Buyer against the agreed resolution times (priority levels) as set out in the Call-off contract, flagging calls that are Green (on track), Amber (needs action to keep on track) or Red (deadline missed), and tracking all calls where priority level resolution times have been changed.
KPI 2	Escalation Scenario awareness	To ensure the Buyer, and the Publishing Concessionaire, is aware of any incidents and escalations that impact on service delivery for users	Continuous	Monthly	The Supplier will calculate based on mail times extracted from Microsoft Outlook, showing when the incident was raised by the Buyer, or by a third party, or by the Supplier, compared with when the Supplier notified the Buyer. The Supplier will collate a monthly 'exceptions' report listing any escalation scenario awareness that

					did not meet contractual requirements.
KPI 3	Availability of the publishing system	That all of the key functions set out in the Call-off contract are available so that drafters and submitters are able to submit legislation for validation, registration and publication	Continuous	Monthly	<p>The publishing system will be defined as available when all key functions can be used and when all key functions within the System are returned within one minute of the request.</p> <p>The performance score will be based on the highest Service Credit Score for each of the Key functions as set out in KPI 3.</p> <p>If the Supplier can demonstrate to the Buyer's satisfaction that a period of non-availability has resulted from a failure on the part of the commodity cloud hosting infrastructure provider, that period of non-availability will be excluded from the measurement of Availability for the purposes of KPI 3.</p> <p>How the availability of each function will be measured is set out below.</p>

	Key function 1	The ability for users to submit instruments/documents to the Buyer (including resubmission)	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 2	The ability for users to validate instruments drafted on the SI template	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 3	The ability to register instruments and associated documents	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 4	The ability to request or approve advanced numbers	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 5	The ability to approve new account requests	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 6	The ability for the Supplier to publish from the publishing dashboard	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 7	Access to Defralex on the publishing system	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 8	The ability for the Privy Council Office to approve Privy Council Orders	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement

	Key function 9	The ability to run reports	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
KPI 4	Availability of the editorial system	That all the key functions set out in the Call-off contract are available so that editors can amend legislation and publish revised versions	Continuous	Monthly	<p>The editorial system will be defined as available when all key functions can be used and when all key functions within the System are returned within one minute of the request. The performance score will be based on the highest Service Credit Score for each of the Key functions as set out in KPI 4.</p> <p>If the Supplier can demonstrate to the Buyer's satisfaction that a period of non-availability has resulted from a failure on the part of the commodity cloud hosting infrastructure provider, that period of non-availability will be excluded from the measurement of Availability for the purposes of KPI 4.</p> <p>How the availability of each function will be measured is set out below.</p>

	Key function 1	The production of marked up legislation using GATE routines (DES)	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 2	Ability to allocate, download, upload and publish spreadsheets containing legislative effects (either through the preparation tasks or corrections)	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 3	Ability to update, review and publish legislation (either through the update tasks or legislation corrections)	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
KPI 5	Availability of legislation.gov.uk	Users of the service (including data users) can find and access legislation on legislation.gov.uk	Continuous	Monthly	<p>Legislation.gov.uk will be defined as available when all key functions can be used and when all key functions within the System are returned within one minute of the request. The performance score will be based on the highest Service Credit Score for each of the Key functions as set out in KPI 5.</p> <p>If the Supplier can demonstrate to the Buyer's satisfaction that a period of non-availability has resulted from a failure on the part of the</p>

					<p>commodity cloud hosting infrastructure provider, that period of non-availability will be excluded from the measurement of Availability for the purposes of KPI 5.</p> <p>How the availability of each function will be measured is set out below.</p>
	Key function 1	The ability to view and browse legislation and associated documents in all available formats	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 2	The ability to use the search function and the advanced search functions	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 3	The ability to download legislation and associated documents in all available formats	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 4	The ability to view status messages	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 5	The ability to navigate to all levels of a document via the table of contents and using the document navigation arrows	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement

	Key function 6	The ability to browse legislation with all links resolving correctly	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 7	The ability to use advanced features on revised legislation (geographical extent and timeline)	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 8	The ability to use API functions with requests returned correctly	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 9	The ability to access working data feeds	Continuous	Monthly	Site 24x7 will make a request to the Status endpoint that can be used for granular measurement
	Key function 10	The availability and function of the SPARQL endpoint	Continuous	Monthly	The Supplier will create SPARQL endpoint (or suitable alternative as approved by the Buyer) for key functionality to provide polling that can be used for granular measurement
	Key function 11	The availability of the Linked Data API	Continuous	Monthly	The Supplier will create SPARQL endpoint (or suitable alternative as approved by the Buyer) for key functionality to provide polling that can be used for granular measurement
KPI6	Hosting costs management	To ensure the Buyer does not incur costs that are above the	Continuous	Quarterly with monthly reporting	The Supplier will provide a report of every time Hosting costs exceeded the Buyer approved monthly cap,

		Buyer approved monthly cap without prior authorisation.			when the [data redacted] alert was received, when the Buyer was notified, the reason for the increase, and the date of Buyer approval for the increase.
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Table 2 – KPI service levels

KPI	Operative from	Performance Standard Service Credit 0	Minor KPI failure Service Credit 1	Serious KPI failure Service Credit 2	Severe KPI failure Service Credit 3	KPI threshold Service Credit 4
KPI 1 Service Desk resolution times	Beginning of the Call-off contract	100% of the Service Desk queries in each month are resolved to the satisfaction of the Buyer according to the timeframes set out in Schedule 1.3	95% - 99.9% of the Service Desk queries in each month are resolved to the satisfaction of the Buyer according to the timeframes set out in Schedule 1.3.	90 – 94.9% of the Service Desk queries in each month are resolved to the satisfaction of the Buyer according to the timeframes set out in Schedule 1.3	85 – 90% of the Service Desk queries in each month are resolved to the satisfaction of the Buyer according to the timeframes set out in Schedule 1.3	84.9% or less of the Service Desk queries in each month are resolved to the satisfaction of the Buyer according to the timeframes set out in Schedule 1.3
KPI 2 Escalation Scenario awareness	Beginning of the Call-off contract	100% of Escalation Scenarios are reported to the Buyer (and to the Publishing Concessionaire	Between 98% - 99.95% of Escalation Scenarios are reported to the Buyer (and to the Publishing	Between 97% to 97.95% of Escalation Scenarios are reported to the Buyer (and to the Publishing	Between 94% to 95.95% of Escalation Scenarios are reported to the Buyer (and to the Publishing	Less than 93.9% of Escalation Scenarios are reported to the Buyer (and to the Publishing Concessionaire and

		and external contractors as appropriate) within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm and within 60 minutes in the case of any Escalation Scenario that occurs outside of Monday to Friday 8.00am to 6.00pm	Concessionaire and external contractors as appropriate) within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm and within 60 minutes in the case of any Escalation Scenario that occurs outside of Monday to Friday 8.00am to 6.00pm	Concessionaire and external contractors as appropriate) within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm and within 60 minutes in the case of any Escalation Scenario that occurs outside of Monday to Friday 8.00am to 6.00pm	Concessionaire and external contractors as appropriate) within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm and within 60 minutes in the case of any Escalation Scenario that occurs outside of Monday to Friday 8.00am to 6.00pm	external contractors as appropriate) within 15 minutes in the case of any Escalation Scenario that occurs from Monday to Friday 8.00am to 6.00pm and within 60 minutes in the case of any Escalation Scenario that occurs outside of Monday to Friday 8.00am to 6.00pm
KPI 3 Availability of the Publishing system	Beginning of the Call-off contract	All functions as set out in the Call-off contract for the Publishing System will be Available and fully functional 99.5% of the Time during Working	All functions as set out in the Call-off contract for the Publishing System will be available and fully functional for between 99.85% and 99.94% of the time	All functions as set out in the Call-off contract for the Publishing System will be available and fully functional for between 99.75% and 99.84% of the time	All functions as set out in the Call-off contract for the Publishing System will be available and fully functional for between 99.65% and 99.74% of the time	All functions as set out in the Call-off contract for the Publishing System will be available and fully functional at or below 99.65% of the time during Working

		Hours and 99% overall If the Publishing System (any function as set out in the Call-off contract) becomes unavailable it will be resolved within 60 minutes	during Working Hours and 99.9% overall If the Publishing System (any function as set out in the KPI table 1) becomes unavailable it will be resolved within 60 minutes	during Working Hours and 99.9% overall If the Publishing System (any function as set out in the KPI table 1) becomes unavailable it will be resolved within 60 minutes	during Working Hours and 99.9% overall If the Publishing System (any function as set out in the KPI table 1) becomes unavailable it will be resolved within 60 minutes	Hours and 99.9% overall If the Publishing System (any function as set out in the KPI table 1) becomes unavailable it will be resolved within 60 minutes
KPI 4 Availability of the Editorial system	Beginning of the Call-off contract	All functions of the Editorial System as set out in the KPI table 1 are Available and fully functional for 99.95% of the time during Working Hours and 99.9% overall If the Editorial System (any function as set out in the Call-off contract) becomes	All functions of the Editorial System as set out in the KPI table 1 are Available and fully functional between 99.85% and 99.94% of the time during Working Hours and 99.9% overall If the Editorial System (any function as set out in the Call-off	All functions of the Editorial System as set out in the KPI table 1 are Available and fully functional between 99.75% and 99.84% of the time during Working Hours and 99.9% overall If the Editorial System (any function as set out in the Call-off	All functions of the Editorial System as set out in the KPI table 1 are Available and fully functional between 99.65% and 99.74% of the time during Working Hours and 99.9% overall If the Editorial System (any function as set out in the Call-off	All functions of the Editorial System as set out in the KPI table 1 are Available and fully functional at or below 99.65% of the time during Working Hours and 99.9% overall If the Editorial System (any function as set out in the Call-off contract) becomes unavailable it will be

		unavailable it will be resolved within 60 minutes	contract) becomes unavailable it will be resolved within 60 minutes	contract) becomes unavailable it will be resolved within 60 minutes	contract) becomes unavailable it will be resolved within 60 minutes	resolved within 60 minutes
KPI 5 Availability of Legislation.gov.uk	Beginning of the Call-off contract	All functions of legislation.gov.uk as set out in the KPI table 1 are Available and fully functional for 99.95% of the time	All functions of legislation.gov.uk as set out in KPI table 1 are Available and fully functional for between 99.85% and 99.94% of the time	All functions of legislation.gov.uk as set out in KPI table 1 are Available and fully functional for between 99.75% and 99.84% of the time	All functions of legislation.gov.uk as set out in KPI table 1 are Available and fully functional for between 99.65% and 99.74% of the time	All functions of legislation.gov.uk as set out in KPI table 1 are Available and fully functional at or below 94.9%
KPI 6	Hosting costs management	No costs exceed the Buyer-approved monthly cap without the prior approval of the Buyer	Less than [Data redacted] costs incurred above the Buyer-approved monthly cap without the prior approval of the Buyer	Between [Data redacted] costs incurred above the Buyer-approved monthly cap without the prior approval of the Buyer	Between [Data redacted] costs incurred above the Buyer-approved monthly cap without the prior approval of the Buyer	More than [Data redacted] cost incurred above the Buyer-approved monthly cap without the prior approval of the Buyer

25. Service Desk priority levels and resolution timescales

25.1. Table 1 below sets out the Priority Levels that will be allocated to all Service Desk calls and Escalation Scenarios by either the Buyer or the Supplier.

25.2. All Priority Levels set by the Supplier must be agreed by the Buyer.

25.3. Table 1: priority levels and resolution timeframes

Priority Level	Definition	Resolution unless otherwise approved in advance by the Buyer
1	Major fault causing serious disruption to business activity and preventing use of the Platform for the purposes it was designed in accordance with the specification. This includes, but is not limited to, all of the functions listed in KPIs 3, 4 and 5 in this Call-off contract.	Within one hour during Support Hours.
2	Significant fault causing the Platform not to operate in accordance with the specification but still usable with difficulty (e.g. by means of a “work-around” solution), i.e. some disruption to business activity and/or impact on the user experience.	Within four hours during Support Hours.
3	Minor fault causing the Platform not to operate completely in accordance with the Specification which the Buyer deems to have unacceptable disruption to business activity and/or unacceptable impact on the user experience.	Within five working days during Support Hours or earlier if requested by the Buyer.
4	Minor fault causing the Platform not to operate completely in accordance with the Specification with minor disruption to business activity and/or minor impact on the user experience.	Within three weeks, or earlier if required by the Buyer, during Support Hours.
5	Minor fault causing the Platform not to operate completely in accordance with the Specification with no disruption to business	Within eight weeks or earlier if required by the Buyer, during Support Hours.

	activity and/or impact on the user experience.	
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26. Escalation scenarios and incident report requirements

Escalation Scenarios and Incident Reporting

- 26.1. In accordance with KPI 2, the Supplier will ensure that the Buyer (and external contractors, Lawmaker Service Team and Publishing Concessionaire, as appropriate) is made aware of Escalation Scenarios so that it can help manage the effects appropriately.
- 26.2. The Supplier will create, maintain and share an Escalation Scenario document detailing different scenarios listed in this Schedule and the key people who need to be involved in the communications. The Supplier will also set up email groups for each of the scenarios to facilitate a faster response and eliminate the risk of key people being left out of the communications.
- 26.3. The Supplier will provide incident reports for all of the scenarios listed below, will provide an incident report number for each separate incident, and will create, maintain and share with the Buyer an incident report log which details the date each incident occurred, the date the incident report is due and received, the nature of the incident, and any outstanding actions:
1. **Availability of legislation.gov.uk Publishing System** – Technical problems or planned works which render publishing.legislation.gov.uk or publishing.legislation.gov.uk unavailable or adversely affect the performance or responsiveness of the systems, to include any key function listed in KPI 3.
 2. **Availability of legislation.gov.uk Editorial System** – Technical problems or planned works which renders editorial.legislation.gov.uk unavailable or adversely affects the performance or responsiveness of the website, to include any key function listed in KPI 4.
 3. **Availability of legislation.gov.uk website** – Technical problems or planned works which renders legislation.gov.uk unavailable or adversely affects the performance or responsiveness of the website including all instances of failover being invoked, to include any key function listed in KPI 5.
 4. **Publishing of new legislation (major delay)** – if all or the majority of daily publishing is delayed due to technical problems arising from the Platform.
 5. **Publishing of new legislation (single item delay)** – Publishing delay on individual items where the delay was caused by a problem with the Platform. For example,

issues with the availability or performance of the Platform.

6. **Publishing of new legislation (editorial data feed delay)** – Delay in the provision of Data Feeds for the Editorial System where the delay was caused by a problem with the Platform, for example a problem with availability or performance of the Platform.
7. **Deployment of revised legislation** – Technical problems or planned works which render the Integration Server unavailable or adversely affect the performance or responsiveness of the system.
8. **Development and maintenance of web-based services and infrastructure** – Advanced notification of releases, maintenance outages, or introduction of new or replacement equipment.
9. **Security issues and major incidents** – Breaches of security on websites through hacking or sabotage activities. Physical breaches of security to the Supplier's locally hosted systems, premises or equipment such as break-ins or sabotage activities. Major incidents such as fire, flood, security alerts, loss of power, etc, which affect website equipment or printing and finishing equipment or supplies or restrict the operation of or access to this equipment.
10. **Issues with the cloud account and/or infrastructure**, including Issues with the cloud account and/or infrastructure, including root/IAM/Access Key/Administrative access to the AWS console (either through credentials being compromised or wider unavailability of the AWS console) – this applies to the primary, secondary and parent AWS accounts, servers going down unexpectedly (outside of auto-scaling), loss of one or more availability zones, loss of the primary and/or secondary region, billing thresholds exceeded.

26.4. The Buyer may request, and the Supplier will provide, Incident Reports for incidents that fall outside the defined Escalation Scenarios.

26.5. The Supplier will provide the Buyer with an interim Incident Report for all of the scenarios listed in paragraph 28.3 of Schedule 1.3 as soon as possible after the incident occurred, but no later than 3 working days after the incident has been recorded. This report will detail the nature of the incident, user impact (who and what) and will detail the actions the Supplier is taking to either understand the cause of the incident or resolve the incident for each incident that occurs.

26.6. For Priority Level 1 and Priority Level 2 Incidents, the Supplier will provide a full Incident Report detailing the nature of the incident and the actions taken by the Supplier to resolve the incident and mitigate the risk of re-occurrence. The Supplier will consult with and agree with the Buyer the deadline for the receipt of the full Incident Report.

- 26.7. For Priority Level 3 and below incidents, the Supplier will document in JIRA and Service Desk (as appropriate) the actions taken, and will provide summaries in the Monthly Performance Report, in accordance with the provisions of Schedule 1.4 (Reporting). The Buyer may require a full incident report for Priority Level 3 and below incidents.
- 26.8. The Supplier will track and link related incidents, so that it can report on trends and wider issues at the Contract Boards, and take mitigating action as required by the Buyer.
- 26.9. The Supplier will monitor the provision of Incident Reports and will provide the results of such monitoring to the Buyer in accordance with the provisions of Schedule 1.4 (Reporting).
- 26.10. The Supplier will provide a Documentation Health Check report on a quarterly basis, which will be reviewed at the Contract Board.
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Schedule 1.4: Reporting

27. Reporting to the Contract Board

Contract Board Report

27.1. From the beginning of the call-off contract term, the Supplier will provide the following documentation to the Buyer, updated on a monthly basis, collectively the 'Contract Board Report'.

Technical Strategy report	<p>The Supplier will produce an update on progress against the Buyer-approved technical strategy that includes, but is not limited to:</p> <ul style="list-style-type: none"> (a) Update on progress against delivering the technical strategy – work done in the reporting month, and on any due to be started or completed in the current and following 2 months. (b) Documentation of any new technical debt that has been introduced since the last meeting, and agreed with the Buyer. (c) Update on the arrangement of all resourcing solutions. (d) Analysis of any issues and blockers with recommendations on how to remove those issues and blockers including analysis of the impacts of any reprioritisation required; (e) Report on any new technical challenges or opportunities, for discussion.
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	<p>(f) Update on Technical Documentation – what's new, what's being reviewed.</p> <p>(g) Any issues regarding the consistency of design approach, compliance with the Standards set out in this call-off contract, quality and consistency of the code and documentation produced.</p>
Service Management report	<p>The Supplier will produce a report detailing the Service Management activities (as specified in Schedule 1.1 Section 4) carried out in the reporting month, and on any due to be started or completed in the current and following two months. This will include, but is not limited to, the following:</p> <p>(a) A summary of all adaptive maintenance covered by the Service Management Fee and security activity undertaken from the Software Components and Security Calendar in the reporting month, and on any due to be started or completed in the current and following 2 months, including an analysis of dependencies and potential impacts/consequences.</p> <p>(b) An analysis of corrective maintenance undertaken in the reporting month, and on any due to be started or completed in the current and following 2</p>

	<p>months. The analysis should draw attention to trends or issues which are collectively having impact on performance or user experience, all Service Desk support calls that are escalated to the Platform development team (with an update on progress, issues or blockers, and any cross-dependencies, prioritisation or resourcing issues).</p> <p>(c) A hosting management update, including analysis of costs and any cost savings achieved in that reporting month, with an analysis of trends over the call-off contract term, and a report of actuals against the approved monthly cap for hosting.</p> <p>(d) A report on all P1 and P2 incidents (outstanding, and which have occurred in the reporting month or current month), including mitigating actions taken and recommendations for further action – for Board discussion as required.</p> <p>(e) Any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Buyer and the Supplier for the next Quarter</p> <p>(f) Each September and February</p>
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	<p>in the contract term a biannual review of the caching strategy for formal sign off by the Contract Board</p> <p>(g) A monthly report on any investigations and actions taken where the caching behaviour of the website does not align with the approved caching strategy with the Supplier's recommendations for actions to be taken.</p> <p>(h) A report on any issues with maintaining the robots.txt and XML sitemaps for the legislation.gov.uk website so that search engine robots, crawlers and data users know when new or updated content has been added to the site and can correctly index it.</p> <p>(i) A report on any denial of service attacks and actions taken.</p> <p>(j) A report on the active monitoring and controlling of the rate of crawling by search engines including a report on any legitimate users not adhering to the fair use policy, and actions taken by the Supplier.</p> <p>(k) Search Engine Optimisation update against any SEO strategy approved by the Buyer.</p>
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	<p>(l) Accessibility update against any actions agreed following accessibility audits of the Platform.</p>
Software Components and Security Calendar	<p>The Supplier will produce and maintain a Software Components and Security Calendar, which is updated on a monthly basis. The calendar will:</p> <ul style="list-style-type: none"> (a) set out every component used across the legislation.gov.uk Platform and when it is due to expire or need upgrading. The list will include whether the upgrade is major or minor, and an analysis of any linked dependencies or impacts. (b) set out key security dates for critical patches/notifications – including the release date, the deadline date (as set out in this call-off contract) and the date actually applied; (c) all other dates from the security management plan, including due dates and actual dates action taken, to include but not be limited to the due dates and actual dates of health checks and security testing, and the dates of any breaches including the date remedial action was taken. (d) Timing and results of the annual BCDR failover testing carried

	out by the Supplier
Roadmap report	The Supplier will report on progress against the agreed Platform Roadmap (RAG status), and update on any dependencies, and issues or blockers that need wider discussion at the Contract Board.
Fixed price projects report	<p>The Supplier will detail all fixed price projects and report on progress (RAG status), highlighting where projects are amber or red (i.e. likely not to deliver to agreed deadlines or to approved costs) with an analysis of issues or blockers that need wider discussion at the Contract Board, and including an analysis of impacts – for example cross dependencies, impacts on user experience or performance.</p> <p>The report should include all quotations provided for fixed price projects and deadlines agreed</p> <p>The Supplier will provide to the Contract Board any change requests raised on the back of the quotations received, or deadlines agreed, to provide a full audit trail of costs and approved timings for projects.</p>
Collaboration and integration projects report	The Supplier will report on collaboration and integration projects' progress, and update on any dependencies, issues or blockers that need wider discussion at the Contract Board.

Performance Monitoring Report	<p>The Supplier will produce a summary report of performance against the Key Performance Indicators for the reporting month, and trends over the call-off contract term, to include:</p> <ul style="list-style-type: none"> (a) KPI scored for the reporting month, including KPI failures and service credits accrued or repeat KPI failures, with details of all actions being undertaken to improve performance. (b) Analysis of performance trends over the call-off contract term. (c) A list of all outstanding interim incident reports produced in the month, flagging any that are outstanding for the month or over the call-off contract term.
Risk register	<p>The Supplier will produce a risk register for the Platform services delivered under this call-off contract, and report monthly on any changes or additions to that register.</p>
Financial summary	<p>The Supplier will report on the following:</p> <ul style="list-style-type: none"> (a) Sprint cap project costs against forecast (b) Target price project costs against forecast (c) Incremental milestone project costs against forecast

	<p>(d) Fixed price project costs against forecast, including any delay payments made.</p> <p>(e) Service Management costs allocated for the reporting month.</p> <p>(f) Developer Day allocation for the reporting month, and total used against annual allocation.</p>
For the record	<p>The Supplier will provide documentation of:</p> <p>(a) changes to sub-contractors and third-party suppliers;</p> <p>(b) changes to the Supplier's credit reference scores.</p>

Performance Monitoring Data

27.2. From the beginning of the call-off contract term, the Supplier will provide the following performance monitoring data to the Supplier's Service and Performance Manager on a monthly basis.

Title	Performance Monitoring Complete Management Information	Start date
Description	The raw data and detailed information used to produce the Performance Monitoring Summary, Trends and Overview Report	From the beginning of the Call-off contract
KPI 1 Service Desk resolution times	<p>(a) A list of all current Service Desk calls, with the date the call was logged; all due dates according to the priority level allocated; it's RAG status (green on track, amber close to deadline, red missed deadline);</p> <p>(b) A list of all Service Desk calls</p>	From the beginning of the Call-off contract

	<p>where the Buyer has agreed to extend the timeframe for resolution beyond the priority level timeframes;</p> <p>(c) A detailed list of all amber and red Service Desk calls – what the call concerns and any issues/blockers – for discussion at the Contract Board;</p> <p>(d) For all red Service Desk calls, the reason the deadline was missed;</p> <p>(e) The percentage score for the month;</p> <p>(f) The Service Credit Score allocated.</p> <p>(g) Trends analysis for the Agreement Term – number of calls, number of calls by service area or issue, whether Service Desk calls are rising or falling and so on, as agreed with the Buyer.</p>	
KPI 2 Escalation Scenario awareness	<p>(a) All Escalation Scenarios in the month.</p> <p>(b) The time they were raised and the time the Buyer/external developer/Publishing Concessionaire was notified.</p> <p>(c) An exceptions report listing those Escalation Scenarios that were notified outside of the timeframes set out for KPI 2.</p> <p>(d) A list of all full incident reports produced in the month, flagging any</p>	From the beginning of the Call-off contract

	<p>that are outstanding for the month or over the call-off contract term;</p> <p>(e) A list of any outstanding decisions or actions arising from either an interim or a full incident report.</p>	
<p>KPI 3</p> <p>Availability of the Publishing system</p>	<p>(a) For each key functionality, the availability of the functionality for the month.</p> <p>(b) If not 100% available, for each key functionality, a list of when the service was not available (from when to when, and the date), the impact on users, the actions taken to remedy the lack of availability including an analysis of whether the issue has occurred before i.e. to spot trends and linked issues.</p> <p>(c) Trends analysis over the Service Period</p>	<p>From the beginning of the Call-off contract</p>
<p>KPI 4</p> <p>Availability of the Editorial system</p>	<p>(a) For each key functionality, the availability of the functionality for the month.</p> <p>(b) If not 100% available, for each key functionality, a list of when the service was not available (from when to when, and the date), the impact on users, the actions taken to remedy the lack of availability including an analysis of whether the issue has occurred before i.e. to spot trends and linked issues.</p> <p>(c) Trends analysis over the Service</p>	<p>From the beginning of the Call-off contract</p>

	Period	
KPI 5 Availability of legislation.gov. uk	<p>(a) For each key functionality, the availability of the functionality for the month.</p> <p>(b) If not 100% available, for each key functionality, a list of when the service was not available (from when to when, and the date), the impact on users, the actions taken to remedy the lack of availability including an analysis of whether the issue has occurred before i.e. to spot trends and linked issues.</p> <p>(c) Trends analysis over the Service Period – flagging issues that need escalating.</p>	From the beginning of the Call-off contract

Financial management information required

27.3. From the beginning of the call-off contract term, the Supplier will provide the following financial management information to the Buyer on a monthly basis:

Title	Monthly Financial MI
Description	A high level summary of the Supplier's performance over the relevant month and over the call-off contract term, in respect of the Buyer's financial year (April to March).
Information to be included	<p>Costs versus purchase orders, split out as follows, for the reporting month, and for the period of the call-off contract term, itemising the following:</p> <p>(a) Sprint cap projects and costs to date, against forecast, and for the reporting month;</p> <p>(b) Target price projects and costs to date, against forecast, and for the reporting month;</p> <p>(c) Incremental milestone projects and costs to date, against forecast,</p>

	<p>and for the reporting month;</p> <p>(d) Fixed price project costs to date, against forecast, and for the reporting month, including any delay payments made;</p> <p>(e) Any other fixed costs incurred, for example licences.</p> <p>(f) Pass through charges;</p> <p>(g) Service Management costs allocated for the reporting month;</p> <p>(h) Developer Day allocation for the reporting month and number of days remaining;</p> <p>(i) All hosting costs (budgeted, actuals against approved monthly cap);</p> <p>(j) Supplier costs incurred for service delivery including total salary costs for development work, and for support provided under the Service Management Fee.</p>
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28. Reporting for the Platform Technical Strategy Board

28.1. From the beginning of the call-off contract term, the Supplier will provide the following documentation to the Buyer, updated on a quarterly basis, collectively the 'Technical Strategy Board Report'.

Content header	Content required
Technical Review and Recommendations	<p>The Supplier will present to the Platform Technical Strategy Board its Technical Review and Recommendations for review and approval, as required under Schedule 1.2 Section 15..</p> <p>The Technical Review and Recommendations should be presented to the Board within 3 months of the start of this call-off contract.</p> <p>The Technical Review and Recommendations should include any longer-term issues and challenges that require forward planning or major investment, for discussion and prioritisation by the Board.</p>

Technical Strategy update	<p>The Supplier will report to the Technical Strategy Board on progress against the approved Technical Strategy, highlighting:</p> <ul style="list-style-type: none"> (a) what's completed (and its benefits/impact on performance, user experience, reducing technical debt and so on); (b) what's in progress or due to be started in the following quarter, with an analysis of impacts and dependencies, and projected costs; (c) work that is delayed or likely to miss agreed deadlines, with an analysis of issues and blockers for discussion at the Board; and (d) A report of the Supplier's Horizon Scanning for the reporting quarter, including any technical opportunities and threats that are not covered in the technical strategy.
Escalations from the Contract Board	The Technical Strategy Board will discuss and arbitrate any issues escalated to it from the Contract Board. The Supplier will include background information and analysis to the Board of any issues that are escalated, to aid Board discussion.
Service Management Report Summary	The Supplier will summarise Service Management activity carried out in the reporting quarter, to provide assurance to the Board of value for money and the delivery of core Platform requirements as set out in Schedule 1.1 Section 4.
Roadmap Report Summary	The Supplier will provide a summary and RAG status for the Roadmap, with analysis and narrative for amber or red epics.
Fixed Price Projects Report Summary	The Supplier will provide a summary and RAG status for all fixed price projects, with analysis of any missed deadlines or costs.
Collaboration/integration Report Summary	The Supplier will provide a summary and RAG status for all collaboration/integration projects, with analysis of any issues or blockers, or dependencies.
Performance Management Report Summary	The Supplier will provide a summary of KPI scores for the reporting quarter, including analysis of any KPI failures or Service Credits.
Incident report summary P1 and P2	The Supplier will detail all P1 and P2 incidents that occurred over the reporting quarter, with a summary of actions taken, or actions

	outstanding, plus any additional outstanding P1 or P2 incidents that occurred outside of the reporting period, with a summary of actions intended to be taken.
Finance summary	The Supplier will provide a summary of financial activity for the reporting quarter, reporting actual spend against projected budgets and forecasts for the month and financial year.
Hosting management report	All hosting costs incurred against approved cap, cost savings, and cost trends over the quarter and the contract term.
Risk Register	The Supplier will include in the report all new risks and mitigations and any changes to the risk register in the reporting quarter.
Change Control summaries	<p>The Supplier will provide information detailing all agreed variations to the call-off contract to include:</p> <ul style="list-style-type: none"> (a) Change Control Notes approved (b) Brief description of Change Control Notes (c) Date signed

29. Open book accounting and reporting

29.1. The Supplier will use Open Book Accounting and will provide to the Buyer on a monthly basis a profit and loss statement for the Service, including revenue, direct costs, and indirect costs.

29.2. The Supplier undertakes to keep and preserve for not less than 7 (seven) Years following the end of the financial year in which this Call-Off Contract expires accurate accounting records and invoices covering all transactions relating to the subject matter of this Agreement. The Buyer and/or its authorised representatives will be entitled, during the term of this Agreement and for 7 (seven) Years after the expiration of this Call-Off Contract upon reasonable notice at its expense, to inspect such records and to take extracts and copies from them for the purpose of verifying any statement delivered to the Buyer by the Supplier. The Supplier will keep confidential and will not disclose to any third parties (other than professional advisers where necessary) the results of any such inspection or audit or any of the terms of this Call-Off Contract or any matters incidental to or relating to the business of the Buyer.

29.3. The receipt or acceptance of any payment or any statement made or delivered

to the Buyer will not stop or prevent the Buyer disputing any such payment or statement at any time and the receipt or acceptance of any payment with knowledge of a breach of any provisions of this Call-Off Contract or of any Default by the Supplier will not be deemed to waive such breach or Default.

Schedule 1.5 Governance

30. Governance

30.1. The Platform call-off contract will be governed by a Technical Strategy Board and a Contract Board.

30.2. Both Parties will also participate in a more informal Schema Change Working Group, with changes to the Schema formally reported to the Contract Board.

30.3. If the Supplier wishes to replace any Board Member, the Supplier will notify the Buyer in writing of the proposed change for agreement by the Buyer (such agreement not to be unreasonably withheld or delayed). All Board Members put forward by the Supplier must be of suitable seniority and expertise, to the satisfaction of the Buyer.

30.4. The Supplier and the Buyer will ensure that its Board Members make all reasonable efforts to attend Board meetings and if any Board Member is not able to attend a Board meeting, that person will use all reasonable endeavours to ensure that:

- (a) a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and
- (b) that he/she is debriefed by such delegate after the Board meeting within a reasonable time.

30.5. The Boards will be chaired by the Buyer, who is responsible for:

- (a) scheduling Board meetings;
 - (b) setting the agenda for Board meetings;
 - (c) monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
 - (d) ensuring that minutes for Board meetings are recorded and disseminated electronically to the appropriate persons and to all Board meeting participants within seven (7) Working Days after the Board meeting; and
 - (e) facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.
 - (f) Board meetings will be quorate as long as at least two (2) representatives from each Party are present, not including the Chair.
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30.6. The Parties will ensure that all Boards will, as soon as reasonably practicable, resolve the issues and achieve the objectives placed before them. Each Party will use best endeavours to ensure that Board Members are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

30.7. The formal governance Boards for this call-off contract are as follows:

Technical Strategy Board

30.8. The Technical Strategy Board will meet quarterly, unless otherwise agreed with the Buyer.

30.9. The Technical Strategy Board will review the Supplier's Technical Review and Recommendations and discuss the technical issues, scale, timeframes and costs that it raises, in order to agree and approve a Technical Strategy and technical priorities for the Platform that addresses Platform maintenance needs for the duration of the Call-Off contract, and addresses the longer-term sustainability of the Platform, beyond the contract term.

30.10. The Technical Strategy Board will iterate the Technical Strategy as required, and receive assurance from the Supplier on its delivery.

30.11. The Technical Strategy Board will approve any major changes to the technical architecture proposed by the Supplier.

30.12. The Technical Strategy Board will discuss and agree mitigations for key Platform risk on the Platform risk register produced by the Supplier.

30.13. The Technical Strategy Board will discuss and arbitrate any delivery or prioritisation issues or challenges relating to the delivery of the Technical Strategy, including decision making or resourcing.

30.14. The Technical Strategy Board will discuss and arbitrate any delivery or prioritisation issues or challenges relating to the Platform Roadmap, if escalated by the Contract Board, including resourcing issues.

30.15. The Technical Strategy Board will discuss and arbitrate any delivery or integration issues associated with working with external suppliers or the Publishing Concessionaire, if escalated by the Contract Board.

30.16. The Technical Strategy Board will discuss and arbitrate any delivery or prioritisation issues or challenges relating to fixed price projects, if escalated by the

	[Data redacted] Product Owners as required
Supplier members for Technical Strategy Board	[Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted]
External representation – external suppliers, legislation Publishing Concessionaire, Lawmaker Service Team as required	If required, and as agreed by the Supplier, for specific agenda items
Start date for Technical Strategy Board meetings	August 2023
Frequency of Technical Strategy Board meetings	Quarterly, unless otherwise agreed with the Buyer
Location of Technical Strategy Board meetings	As agreed – online using Microsoft Teams or equivalent, or face-to-face

Contract Board

30.20. The Contract Board will meet monthly, unless otherwise agreed with the Buyer.

30.21. The Contract Board will monitor and oversee the Supplier's delivery of the Service Management requirements set out in this call-off contract, specifically the requirement set out in Schedule 1.1 Section 4.

30.22. The Contract Board will monitor and oversee the Supplier's delivery of the Technical Strategy with updates from the Supplier on progress, on any co-dependencies and impacts for example, on Lawmaker, the Research Service, the Publishing Concessionaire, or development undertaken by external developers.

30.23. The Contract Board will monitor and oversee the Supplier's delivery of the Platform Roadmap as follows:

- (a) Discussion and resolution of any blockers or issues regarding Platform Roadmap delivery to agreed deadlines, including impacts and cross-dependencies.

- (b) Formal discussion and agreement of revised priorities, if required. If the Contract Board cannot agree priorities, or if there are complex issues to resolve, these will be escalated to the Technical Strategy Board for further discussion and arbitration.
- 30.24. The Contract Board will monitor and oversee the Supplier's delivery of any fixed prices projects as follows:
- (a) Discussion and resolution of any blockers or issues regarding delivery to agreed deadlines and quotations, including impacts and cross-dependencies.
 - (b) Formal discussion and agreement of revised priorities, if required. If the Contract Board cannot agree priorities, or if there are complex issues to resolve, these will be escalated to the Technical Strategy Board for further discussion and arbitration.
- 30.25. The Contract Board will monitor and oversee any collaboration/integration projects as follows:
- (a) Discussion of any Supplier issues regarding collaboration or integration of outsourced development, including impacts on deadlines, performance or budgets
 - (b) Discussion of any External Developer or Publishing Concessionaire issues regarding collaboration or integration of outsourced development, including impacts on deadlines, performance or budgets (external suppliers or teams may be invited by the Buyer if required).
 - (c) Formal agreement of actions and next steps. If the Contract Board cannot agree actions, or if there are complex issues to resolve, these will be escalated to the Technical Strategy Board for further discussion and arbitration.
 - (a) The Contract Board will monitor and discuss hosting management including the Supplier's report on cost savings proposed and achieved.
- 30.26. The Contract Board will monitor and oversee the Supplier's financial management and management information produced.
- 30.27. The Contract Board will discuss all P1 and P2 incidents, including impacts on users, actions taken and formal sign off of incident reports.
- 30.28. The Contract Board will monitor Performance Management, including tracking Performance Management trends and discussing any KPI failures.
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30.29. The Contract Board will oversee the operational delivery of the requirements set out in this Call-off contract, which includes the following:

- (b) Discussion on ways of working as required.
- (c) Update on core service management activities carried out.
- (d) Discussion and agreement of the Platform risk register.

30.30. The Contract Board will receive assurance from the Supplier on the following:

- (a) Corrective and adaptive maintenance carried out as part of the Service Management Fee.
- (b) Use of Developer Days.
- (c) Financial reporting – charges made through Day Rates and how deployed, hosting management costs, and savings made.
- (d) Reports and analysis of performance and performance trends.

30.31. The Contract Board will receive formal notifications from the Supplier, for the record, including copies to be included in the Contract Board Report. These include, but are not limited to:

- (a) All quotes produced by the Supplier for development work.
- (b) All incident reports.

30.32. The Contract Board will escalate issues to the Technical Strategy Board as required by the Parties.

Contract Board attendees

Chairperson	[Data redacted]
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Buyer members of the Contract Board	[Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted] Other team members as required
Supplier members for the Contract Board	[Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted] [Data redacted]
External representation – external suppliers, legislation Publishing Concessionaire, Lawmaker Service Team	If required, and as agreed by the Supplier, for specific agenda items
Start date for Contract Board meetings	August 2023
Frequency of Contract Board meetings	Monthly, unless otherwise agreed with the Buyer
Location of Contract Board meetings	As agreed – online using Microsoft Teams or equivalent, or face-to-face

Schema Change Working Group

30.33. The Schema Change Working Group is an ad hoc group that meet as required to monitor, assess and manage any changes proposed to the rules and structure of legislation documents.

30.34. The scope of changes are those that impact on the live services covering the

legislation. gov.uk website, Publishing System, Editorial System – to include Platform APIs and any shared components, for example CLML, ontologies, Core Reference Data Model, and where the vocabularies or schema or shared XSLTs within any of the live workflows may be affected or altered. This includes any changes that may occur as a result of the live release of a project delivered through the Platform Roadmap.

- 30.35. Any changes agreed by the Schema Change Working Group must be formally recorded at the subsequent Contract Board and any significant issues escalated for discussion at the Contract Board.

Schema Change Working Group Attendees

Chairperson	[Data redacted]
Buyer Members for Schema Change Working Group	[Data redacted] [Data redacted] Other team members as required
Supplier Members for Schema Change Working Group	[Data redacted] [Data redacted] [Data redacted]
Start Date for Schema Change Working Group meetings	As required – this will be a virtual group conducted via email
Frequency of Schema Change Working Group meetings	As required
Location of Schema Change Working Group meetings	Email or conference call as directed by the Chairperson

Schedule 1.6: Commercially Sensitive Information

[Data redacted]

Schedule 1.7 – Crown-owned Rights and intellectual property rights

31. Crown-owned Rights in the Publications

31.1. Without prejudice to Section 34 of this Schedule 1.7 (**Error! Reference source not found.**) below, the Supplier acknowledges and agrees that the copyright in the Publications, including the copyright which subsists in the typographical arrangement of a published edition, is vested in the Crown, and hereby

31.1.1. assigns to the Buyer on behalf of the Crown any Intellectual Property Rights (IPR) it may have now, or in the future create, and, in accordance with its obligations set out in this Schedule 1.7, shall notify the Buyer of any IPR which belongs to a third party and shall acquire sufficient rights to enable the Buyer to be able to use and sub-license such rights in the Publications (including without limitation any Intellectual Property Rights created in any information, Documents or Materials developed by or on behalf of the Supplier which is used either exclusively or non-exclusively in the performance of this Agreement, or in any information provided to the Supplier from or on behalf of the Buyer); and

31.1.2. irrevocably grants for the legal term of copyright a non-exclusive, royalty free licence for the Buyer after termination of this Agreement to use and to permit others to use any information or materials developed by or on behalf of the Supplier which is / are used non-exclusively in the performance of the Services for the sole purpose of publishing any Publications.

31.2. The Supplier:

31.2.1. acknowledges and agrees that the Buyer has the sole right and responsibility to enforce Crown Copyright and any IPRs assigned to the Buyer under this Schedule 1.7 in the Publications;

31.2.2. undertakes to notify the Buyer as soon as it becomes aware of any unauthorised use or infringement of any rights of whatever nature in the Publications or of any other Intellectual Property Rights in the Publications; and

31.2.3. agrees that during the Term it reasonably will, at the cost and expense of the Supplier, take part in or give assistance in respect of any legal proceedings where requested by the Buyer and execute any documents reasonably required by the Buyer and do any things reasonably necessary to protect the Crown Copyright or other Intellectual Property Rights in the Publications.

32. Intellectual Property Rights

32.1. The Supplier warrants and represents that at all relevant times, it owns, has obtained or is able to obtain, all rights or valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract

32.2. All Intellectual Property Rights (IPR) subsisting in any content, including any specifications, Source Code, Object Code, Specially Written Software, Project Specific IPRS, technical documentation, project documentation (including JIRA stories and comments), instructions, toolkits, plans, data, drawings, databases, Website(s), documents published on the Website, Web PDFs, Print-ready PDFs, patents, patterns, models, designs, Supplier Software or other material:

- (a) furnished to or made available to the Supplier by or on behalf of the Buyer will remain the property of the Buyer; and
- (b) prepared by or for the Supplier on behalf of the Buyer for use, or intended use, in relation to the performance by the Supplier of its obligations under this Contract will belong to the Buyer,

(together the “**IP Materials**”)

and the Supplier will not, and will use best endeavours to ensure that the Staff do not, (except when necessary for the performance of this Contract) without prior Approval, use any Intellectual Property Rights in the IP Materials.

32.3. Subject to Paragraph 34.18, the Supplier hereby assigns to the Buyer, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials to which Paragraph 34.2(b) relates. This assignment will take effect on the date of this Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of such Intellectual Property Rights. The Supplier will execute all documentation reasonably necessary to execute this assignment.

32.4. Notwithstanding Paragraph 34.14, the Buyer hereby grants to the Supplier a licence to use the IP Materials during the Term to enable the Supplier to perform its obligations under this Agreement including (but not limited to) the right to grant sub-licences to Sub-contractors, provided that the Supplier shall not, without the Buyer's prior written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

32.5. In the event of the termination or expiry of this Agreement, the license granted pursuant to Paragraph 34.4, and any sub-license, shall terminate automatically on the date of such termination or expiry and the Supplier shall immediately cease all use of

the IP Materials.

32.6. Subject to Paragraph 34.18, the Buyer may sub-license the rights granted under Paragraph 34.3 to a third party (including any Replacement Supplier), provided that:

- a) the sub-license is on terms no broader than those granted to the Buyer;
- b) the sub-license authorises the third party to use the rights licensed in Paragraph 34.3 only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Buyer's (or any other Central Government Body's) business or function; and
- c) the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier.

32.7. The Supplier will waive or procure a waiver of any moral rights arising out of or in connection with the Intellectual Property Rights required to be assigned, licensed or sub-licensed to the Buyer pursuant to this Section 34 (Intellectual Property Rights).

32.8. The Supplier will ensure that the third party owner of any Intellectual Property Rights including any such Intellectual Property Rights identified in this Schedule 1.7 (Transparency and Intellectual Property Rights) that are or which may be used in performing this Contract grants to the Buyer a non-exclusive licence in respect of such Intellectual Property Rights or, if itself a licensee of those rights, will grant to the Buyer an authorised sub-licence, to use and maintain the IP Materials to which the IPR relates. IPR for Software licences that are commercially available to the Buyer with a licence cost of [Data redacted] (excluding VAT) or less per licence are not covered. The Supplier shall use best endeavours to ensure that such licence or sub-licence will be non-exclusive, perpetual, royalty free and irrevocable and will include the right for the Buyer to sub-license, transfer, or novate to other Crown bodies, the Replacement Supplier or to any other third party supplying services to the Buyer subject to compliance with the terms of licence or sub-licence.

32.9. The Buyer hereby indemnifies the Supplier against any losses, costs, awards, liabilities and expenses which the Supplier may incur or suffer as a result of the Buyer's misuse or infringement of the Intellectual Property Rights, licenses or sub-licences granted to the Buyer by the Supplier under this Schedule 1.7.

32.10. The Supplier will not infringe any Intellectual Property Rights of any third party in supplying the Services and the Supplier will, during and after the Term, indemnify and keep indemnified and hold the Buyer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Buyer or the Crown may suffer or incur as a result of or in connection with any breach of this Section 34 (Intellectual Property Rights), except where any such claim arises directly from:

- (a) items or Materials based upon designs supplied by the Buyer; or
- (b) the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of this Agreement.

32.11. The Buyer will notify the Supplier in writing of any claim or demand brought against the Buyer for infringement or alleged infringement of any Intellectual Property Right in Materials supplied or licensed by the Supplier, within 48 hours of becoming aware of any such claim or demand.

32.12. The Supplier will at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in Materials supplied or licensed by the Supplier, provided always that the Supplier:

- (a) will consult the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- (b) will take due and proper account of the interests of the Buyer; and
- (c) will not settle or compromise any claim without the Buyer's prior written consent (not to be unreasonably withheld or delayed).

32.13. The Buyer will at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Buyer or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under this Contract and the Supplier will indemnify the Buyer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier will not, however, be required to indemnify the Buyer in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in Paragraphs 34.10(a) or 332.1210(b).

32.14. The Party not conducting the defence or settlement of a claim will not make

any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Buyer or the Supplier in connection with the performance of this Contract.

32.15. If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier will notify the Buyer and, at its own expense and subject to the consent of the Buyer (not to be unreasonably withheld or delayed), use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein will apply mutates mutandis to such modified Services or to the substitute Services; or
- (b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Buyer;

and in the event that the Supplier is unable to comply with Paragraphs 32.15(a) or 32.15(b) within twenty (20) Working Days of receipt of the Supplier's notification under Paragraph 32.15, the Buyer may terminate this Contract with immediate effect by notice in writing.

32.16. The Supplier grants to the Buyer and any Replacement Supplier a royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights apart from those referred to in Paragraph 34.15(b) that the Supplier owned or developed prior to the Commencement Date and which the Buyer reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided. For the avoidance of doubt, no royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with this Contract shall be payable by the Buyer.

32.17. The Buyer shall license the IP Materials referred to in Paragraph 34.4, under the Open Government Licence.

32.18. Where a patent owned by the Supplier is necessarily infringed by the use of the Specially Written Software or Project Specific IPRs by the Authority or any Replacement Supplier, the Supplier hereby grants to the Buyer and the Replacement Supplier a non-exclusive, irrevocable, royalty-free, worldwide patent licence to use

the infringing methods, materials or software solely for the purpose for which they were delivered under this Agreement.

33. Third Party Intellectual Property Rights

33.1. Subject to Paragraph 34.5 of this Schedule, the Supplier is under an obligation to ensure that third party owners of any Intellectual Property Rights that are used in the delivery of the services described in this Agreement grant to the Buyer a licence (in accordance with the terms specified in that Paragraph), and the right to sub-license, which will enable the Buyer or Replacement Supplier to provide replacement services using those third party Intellectual Property Rights at no additional cost.

33.2. If the Supplier cannot obtain for the Buyer a licence in respect of any Third Party Intellectual Property Rights in accordance with the terms set out in Paragraph 35.1, the Supplier shall:

33.2.1. notify the Buyer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and

33.2.2. use the relevant Third Party Intellectual Property Rights only if the Buyer has first approved in writing the terms of the licence from the relevant third party.

33.3. The purpose of this Paragraph 35 is to assist the Parties in identifying those third party Intellectual Property Rights and owners specified in Paragraph 35.1 above.

33.4. The Supplier acknowledges and agrees that the list of Intellectual Property Rights detailed in this Section 35 is not intended to be definitive and that the Supplier shall remain under an obligation to comply with Paragraph 4.532.8 and any of its other obligations in relation to Intellectual Property Rights, irrespective of whether those Intellectual Property Rights have been identified in this Section 335 or otherwise.

33.5. The Supplier's attention is drawn to Schedule 1.1 which places it under an obligation to comply with Government policy on Open Standards, Open Source and re-use of Government data in its provision of the Services.

33.6. Intellectual Property Rights granted in accordance with Paragraph 34.3 and 34.6, and for the avoidance of doubt the IPR obligations do not extend to the following

IPR	Description of IPR	Licence or sub licence
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MarkLogic	XML repository	Licence
GraphDB	RDF repository	Licence
Virtuoso	RDF repository	Licence

34. Software and Escrow

34.1. As a precondition of entering into this Contract, the Supplier has deposited any bespoke code used or developed solely for the Services in escrow ("Bespoke Code").

34.2. In circumstances where the Buyer obtains the release of the Bespoke Code from escrow, the Supplier hereby grants to the Buyer a perpetual, assignable, royalty-free and non-exclusive licence to use and support the Bespoke Code to the extent necessary for the performance of the Services or any replacement services for the Buyer.

Schedule 1.8 – Transparency

35. Government Transparency

35.1. In accordance with the Buyer's obligations under the Freedom of Information Act 2000 ("FOIA") the Parties have sought to identify the Supplier's Information that is genuinely commercially-sensitive and the disclosure of which would be contrary to the public interest and therefore exempt from disclosure under Section 43 of the FOIA. Where possible, the Parties have sought to identify the duration after which the Information will cease to fall into the category of "commercially-sensitive".

35.2. The Supplier acknowledges and agrees that for the purposes of Paragraph 38.1 above, this Contract and Schedules are not Confidential Information and can be published to the general public (subject to redaction or removal of any of the Supplier's Commercially Sensitive Information as identified in Schedule 1.6 (Commercially Sensitive Information) or any other such information that may be exempt from disclosure under the FOIA or EIR).

35.3. The Buyer intention is to publish this Call-Off Contract.

Schedule 2: Call-Off Contract charges

1. Charges for Service Management

- 1.1. The Supplier will charge an annual Platform Service Management Fee as specified in Paragraph 2 of this Schedule 2. The Service Management Fee covers the provision of all aspects of the services set out in Schedule 1.1 Section 3 (Platform Services in scope of this Call-Off Contract).
- 1.2. The annual Service Management Fee is [Data redacted], which will be invoiced in pro-rated monthly payments (the “Service Charge”), in arrears (i.e. a monthly charge of [Data redacted]).
- 1.3. The Supplier may not make any changes to the Service Management Fee without the consent of the Buyer. Any changes must be evidenced using the Variation Process

2. Charges for licences and support contracts, including sub-contractor costs

- 2.1. Costs for Platform-specific licences and support contracts with relevant third-party software suppliers to enable the underlying software to be kept fully up to date will be approved by the Buyer and passed to the Buyer as set out in Table 1 below.
- 2.2. The Supplier will provide to the Buyer all licencing agreements covered by the licences listed in Table 1.

Table 1: licensing costs

[Data redacted]

- 2.3. Licences and sub-contractor costs incurred by the Supplier will be passed to the Buyer at cost unless otherwise agreed in advance with the Buyer.

3. Developer days

- 3.1. The Supplier will provide [redacted] Developer Days per contract year which are not charged for, and which are used at the discretion and approval of the Buyer.
- 3.2. The intention of the Buyer is to use the yearly allocation of Developer Days in each contract year, but any unused Developer Days at the end of the first contract year will be carried into the next contract year.

4. Hosting management costs

- 4.1. The Buyer will agree and approve a monthly Hosting management costs cap. Any costs above this approved monthly cap must be formally signed off by the Buyer before costs are incurred.

5. Day Rates

- 5.1. The Supplier will apply the following day rates for any internal resources used for Fixed Price or Agile Service Development for the duration of the Call-Off Contract:

Table 2: Day Rates

Role	Day Rate (£)
Senior Developer	[Data redacted]
Junior Developer	[Data redacted]
Project Manager	[Data redacted]
Tester	[Data redacted]
Test Manager	[Data redacted]
Technical Architect	[Data redacted]
Scrum Manager	[Data redacted]
Business Analyst	[Data redacted]
UI Designer	[Data redacted]

- 5.2. The Supplier will apply relevant day rates for sub-contracted resource at cost, subject to the agreement of the Buyer.
- 5.3. The Supplier may not make any changes to the day rates without the consent of the Buyer. Any changes must be evidenced using the Variation Process.
- 5.4. The day rates set out in Table 2 of this Schedule 2 will be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor(s)) will:
- 5.4.1. not be entitled to include any uplift for risks or contingencies within its day rates;
- 5.4.2. not be paid any Charges to the extent that they would otherwise exceed any Sprint Cap or Target Costs specified against the relevant Charge as agreed with the Buyer, unless the Supplier has obtained the Buyer's prior written consent (as set out in Table 3 below). The Supplier will monitor the amount of each Charge incurred in relation to

the relevant cap and notify the Buyer immediately in the event of any risk that the cap may be exceeded and the Buyer will instruct the Supplier on how to proceed;

5.4.3. only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and

5.4.4. for each Iteration the Supplier will keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice within 10 working days of the Sprint completing. If the Buyer requests copies of such records, the Supplier will make them available to the Buyer within 10 Working Days of the Buyer's request.

5.5. The Supplier may propose bringing in specialist roles for specific pieces of work, at Day Rates that vary from those set out in Table 2, provided that the proposal evidences why the role is required (i.e. why it cannot be resourced using existing resources), the level of relevant expertise or skill offered by the proposed specialist, the scope of the work that will be delivered by the specialist, and evidence that the proposed Day Rate reflects the current market rate for that specialist expertise/skill. Any proposed Day Rates for specialist roles will be applied at cost, subject to the agreement of the Buyer.

6. Pricing mechanisms and processes

6.1. This Section sets out the mechanisms for prices charged directly by the Supplier to the Buyer for any development work for maintenance or service enhancement not covered by the Service Management Fee ("Optional Development").

6.2. The Buyer will determine, at the outset of the Optional Development, the pricing mechanism and processes to be used by the Supplier for any work not covered by the Service Management Fee, as set out in Table 3 below.

6.3. Where a pricing mechanism is to be calculated by reference to Time and Materials:

6.3.1. the day rates set out in Table 2 of this Schedule 2 shall be used to calculate the relevant Charges.

6.3.2. The Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within 10 Working Days of the Authority's request.

6.4. The following definitions shall apply:

- 6.4.1. “Additional Cost” is the Total Unadjusted Cost minus the Target Price
- 6.4.2. “Agile Service Development” is any development work carried out using Agile methodologies, including any work using the Sprint Cap, Target Price and/or Deadline or Incremental Milestone pricing mechanisms described in Table 3 of this Schedule 2.
- 6.4.3. “Sprint Cost” is the total cost incurred by the Supplier in a Sprint, calculated as Time and Materials using day rates set out in Table 2 of this Schedule 2.
- 6.4.4. “Target Price” is the expected price agreed in advance by the Buyer and the Supplier for the delivery of either a completed Target Price project, or an Incremental Delivery milestone.
- 6.4.5. “Total Adjusted Cost” is the final cost of a Target Price project or an Incremental Delivery milestone, as agreed between the Buyer and Supplier in the event that the Total Unadjusted Cost exceeds the Target Price.
- 6.4.6. “Total Unadjusted Cost” is the sum of all Sprint Costs required to deliver either a Target Price project or an Incremental Delivery Milestone.

Table 3: pricing mechanisms

Pricing Mechanism	Price Calculation method	Process to be followed
SPRINT CAP - Minor BAU agile maintenance or Optional Development – typically used for smaller self-contained pieces of work.	Time and Materials. The Supplier will charge the Buyer for each Sprint using day rates set out in Table 2 of this Schedule 2	<p>(a) A cost cap per sprint (“Sprint Cap”) will be set by the Buyer and the Supplier will use this to estimate sprint capacity, and monitor time expended against the sprint cap.</p> <p>(b) The Supplier will detail the resources to be employed on the sprints.</p> <p>(c) The Supplier will advise the Buyer if they think the work is likely to go over the capped costs.</p>

		(d) The Supplier may not charge the Buyer an amount above the sprint cap without prior agreement.
TARGET PRICE AND/OR DEADLINE – typically used for medium sized agile maintenance or Optional Development for example to deliver new functionality or a new tool where the scope and requirements are well defined.	Time and Materials. The Supplier will charge the Buyer for each Sprint using day rates set out in Table 2 of this Schedule 2, subject to Total Cost adjustments as agreed with the Buyer	<p>(a) The Target Price, deadline and scope will be agreed by the Buyer and the Supplier at the outset of the piece of work. This will be based on estimates added into Jira by the Supplier</p> <p>(b) The Buyer will confirm whether a Sprint Cap and/or a Retention Rate will apply at the outset of the piece of work.</p> <p>(c) The Supplier will monitor its delivery against the Target Price and deadline, reporting back to the Buyer at Sprint meetings.</p> <p>(d) If the Supplier or the Buyer believes that the Target Price or deadlines need to be modified as the project progresses, this will be discussed at sprint meetings, or at the Contract Board.</p> <p>(e) If the Buyer deems that the Target Price will be exceeded (“Additional Costs”) because of Supplier fault (for example due to a lack of promised resource, or poor quality development work) then the Supplier will bear the Additional Costs required to complete the work.</p> <p>(f) If the Buyer deems that Target Price will be exceeded through no fault of the Supplier (for example, the work is more complex than originally envisaged, or Buyer resource is unavailable) then the</p>

		<p>Buyer will bear the Additional Costs required to complete the work.</p> <p>(g) If the Buyer deems that the Target Price will be exceeded through either a combination of Supplier and Buyer fault, or a reason beyond either's control, a split of Additional Costs will be agreed.</p> <p>(h) If deadlines will be missed the Buyer and the Supplier may renegotiate costs and deadlines, subject to Buyer approval.</p> <p>(i) Upon completion of the piece of work, the Buyer will apply any adjustments required under items (f) to (h) above to determine the Total Adjusted Cost</p>
<p>INCREMENTAL MILESTONE – typically used for large and/or complex Agile maintenance or Optional Development which requires incremental delivery over a long period of time, including elements of discovery and exploration around the scope and requirements</p>	<p>Time and Materials. The Supplier will charge the Buyer for each Sprint using day rates set out in Table 2 of this Schedule 2, subject to milestone target cost adjustments as agreed with the Buyer</p>	<p>(a) The Supplier and the Buyer will agree overall project goals and key milestone delivery points, with overall target cost and deadline for the whole project, at the outset of the project.</p> <p>(b) At the beginning of each milestone phase, the Supplier and Buyer will agree a milestone target cost and deadline, with specified, defined outcomes that have to be delivered for that target cost.</p> <p>(c) At the beginning of each milestone phase the Buyer will confirm whether a Sprint cap and/or a Retention Rate will apply.</p> <p>(d) At the successful completion of each milestone, the Buyer and the Supplier will confirm the scope of the next</p>

		<p>Milestone, with target costs and target deadlines, and agree any changes to the overall target cost and deadline for the project.</p> <p>(e) The Supplier will monitor its delivery against the milestone and overall target costs and deadlines, reporting back to the Buyer at sprint meetings.</p> <p>(f) If the Buyer deems that the milestone costs will be exceeded, because of Supplier fault (for example due to a lack of promised resource, or poor quality development work) then the Supplier will bear the Additional Costs required to complete the work.</p> <p>(g) If the Buyer deems that the milestone target costs will be exceeded through no fault of the Supplier (for example, the work is more complex than originally envisaged) then the Buyer will bear the Additional Costs required to complete the work.</p> <p>(h) If the Buyer deems that milestone target costs are exceeded through either a combination of Supplier and Buyer fault, or a reason beyond either's control, a split of Additional Costs will be negotiated.</p> <p>(i) If deadlines are missed the Buyer and the Supplier will renegotiate costs and deadlines, subject to Buyer approval.</p> <p>(j) Upon completion of the Milestone, the Buyer will apply any adjustments</p>
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		required under items (f) to (h) above to determine the Total Adjusted Cost.
FIXED PRICE - For projects where the scope and requirements, and deadlines, are clearly defined and understood by the Supplier and the Buyer.	The charge will be the amount (based on day rates set out in Table 2 of this Schedule 2) agreed in writing by the Supplier and the Buyer, subject to agreed change requests	<p>(a) A formal written quotation will be provided by the Supplier, based on the day rates set out in Table 2 of this Schedule 2, alongside a project delivery plan and agreed delivery date</p> <p>(b) Prior to the commencement of the project the Buyer may apply a Delay Payment requirement to the agreed delivery date</p> <p>(c) The Supplier will report back to the Buyer on progress made against the agreed project milestone delivery plan (deadlines and approved quotation).</p> <p>(d) Additional costs for fixed price projects may be accepted by the Buyer provided that the Buyer agrees and formally approves that requirements have changed. If this is the case, the Supplier must provide a revised estimation and must not proceed with any additional work until the revised estimation has been formally approved by the Buyer. The Supplier must also produce a revised project milestone delivery plan for the Buyer's approval.</p> <p>(e) If the Buyer does not agree that requirements have changed, the Buyer retains the right to require the Supplier to deliver the project to the estimation, and project milestones, as initially submitted to the Contract Board.</p>

		(f) If the Buyer determines that deadlines are missed through the fault of the Supplier, for example through lack of appropriate resource, the Buyer may require the Supplier to pay a Delay Payment to the Buyer in respect of that project, as set out in Section 9 of this Schedule 2.
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7. Retention Rate

7.1. Where Optional Development has been undertaken according to the Target Price or Incremental Milestone pricing mechanism, the Buyer may apply a Retention Rate.

7.2. Unless otherwise agreed with the Buyer, the Retention Rate will be [redacted].

7.3. Where a Retention Rate applies, the Supplier will apply a deduction from each Sprint Cost based on the Retention Rate. This amount deducted from the Sprint Cost is the “Retained Cost”. Upon successful completion of the Optional Development, or milestone (whichever is applicable), the Retained Costs from each relevant Sprint will be combined (“Total Retained Cost”).

8. Payment mechanisms

Agile Payment mechanisms

8.1. Where Service Development has been undertaken according to either the Sprint Cap, Target Price or Incremental Milestone pricing mechanism, subject to paragraphs 6.2 to 6.4 and any adjustments set out in Paragraph 9 upon the completion of each Sprint the Supplier shall be entitled to invoice the Buyer for an amount based on the relevant price calculation method (“Sprint Cost”), as described in Table 3.

8.2. Where Service Development has been undertaken according to the Target Price or Incremental Milestone pricing mechanism and a Retention Rate has been applied, upon the completion of each Sprint the Supplier will invoice the buyer for a charge calculated by applying the Retention Rate to the Sprint Cost (eg the Sprint Cost with a [redacted] deduction).

8.3. Where Optional Development has been undertaken according to the Target Price pricing mechanism, upon the successful release of the Optional Development, the Supplier may

invoice the Buyer for a charge calculated as: $TAC - TRC$ where TAC is the Total Adjusted Cost of that Optional Development and TRC is the Total Retained Cost.

8.4. Where Optional Development has been undertaken according to the Incremental Milestone pricing mechanism, upon the successful release of a Milestone, the Supplier may invoice the Buyer for a charge calculated as $TAC - TRC$ where TAC is the Total Adjusted Cost of that Milestone and TRC is the Total Retained Cost.

8.5. Each invoice shall be accompanied by supporting documentation including detailed timesheets for approval by the Buyer. The Authority may challenge any supporting documentation provided in support of an invoice within 10 working days of issue, in which case the Supplier has 10 working days to respond.

Fixed Price payment mechanisms

8.6. Where any Development or maintenance has been undertaken according to the Fixed Price pricing mechanism, the relevant charge shall be the amount agreed in writing by the Parties prior to the commencement of the development work. Upon receiving written confirmation of completion of relevant work from the Buyer, and subject to any deduction of Delay Payments, the Supplier shall be entitled to invoice the Buyer for the quoted amount.

8.7. The Supplier shall be entitled to invoice the Buyer for the Service Management in pro-rated monthly Service Charge payments, in arrears (i.e. a monthly charge of [Data redacted]), subject to any deductions relating to Service Credits as set out in paragraphs 9.4 to 9.8 (inclusive) of this Schedule 2.

8.8. The Supplier shall be entitled to invoice the Buyer for a Charge relating to any license or software Support Cost or Subscription set out in Table 1 of paragraph 2.1 of this Schedule when those costs fall due within the contract term. Each invoice shall be accompanied by supporting documentation including evidence that the relevant licence has been granted to the Buyer.

9. Adjustments to Charges

Delay payments for fixed price projects

9.1. If a Fixed Price Development has not been achieved on or before the agreed Delivery Date, the Supplier may be required to pay a Delay Payment to the Buyer, at the discretion of the Buyer, in respect of that Development. Delay Payments will accrue:

- (a) at the daily rate (the "Delay Payment Rate") determined in accordance with

Paragraph 9.1

- (b) from (but excluding) the relevant Delivery Date to (and including) the later of:
 - i. the date on which the Fixed Price Development is Achieved; and
 - ii. the expiry of the Delay Deduction Period; and
 - iii. on a daily basis, with any part day's Delay counting as a day.

9.2. Where a Delay Payment is payable in respect of a Fixed Price Development, the Delay Payment Rate will be the rate agreed with the Buyer at the outset of the project.

Developer Days

9.3. The Buyer may stipulate that any number of unused Developer Days from the [redacted] annual Developer Day allocation be used on any Fixed Price Development or Agile Development. The Supplier will note the number of Developer Days assigned to the relevant development work on any associated supporting documentation provided with the invoice for that work.

Service Credits

9.4. Service Credits will be calculated by reference to the number of Service Credits accrued in any one Service Period pursuant to the provisions of Schedule 1.3 (Performance Management).

9.5. For each Service Period the Service Credits accrued will be deducted from the Service Management Fee for that Service Period.

9.6. Service Credits are a reduction of the Service Management Fee payments payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

9.7. Service Credits will be shown as a deduction from the amount due from the Buyer to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

9.8. Any Service Credits that accrue during a Service Period will be deducted from the Service Charges payable for the next following Service Period. An invoice for a Service Management Fee will not be payable by the Buyer unless all adjustments (including

Service Credits) relating to the Service Management Fee for the immediately preceding Service Period have been agreed.

10. Indexation

- 10.1. Any amounts or sums in this Agreement which are expressed to be “subject to Indexation” will be adjusted in accordance with the provisions of this Section 10 to reflect the effects of inflation.
- 10.2. Where Indexation applies, the relevant adjustment will be:
- (a) applied on the first day of the second April following the Effective Date and on the first day of April in each subsequent year (each such date an “adjustment date”); and
 - (b) determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.
- 10.3. Except as set out in this Paragraph 10.3, neither the Charges nor any other costs, expenses, fees or charges will be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-Suppliers of the performance of their obligations.

11. Invoicing

Supplier invoices

- 11.1. The Supplier will prepare and provide to the Buyer for approval of the format a template invoice within 10 Working Days of the Effective Date which will include, as a minimum, the details set out in Paragraph 11.2 below, together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable. If the template invoice is not approved by the Buyer then the Supplier will make such amendments as may be reasonably required by the Buyer.
- 11.2. The Supplier will ensure that each invoice contains the following information:
- (a) the date of the invoice;
 - (b) a unique invoice number;

- (c) the Service Period or other period(s) to which the relevant Charge(s) relate;
- (d) the correct reference for this Call-Off Contract;
- (e) the reference number of the purchase order to which it relates (if any);
- (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- (g) a description of the Services;
- (h) the pricing mechanism used to calculate the Charges;
- (i) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Call-Off Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
- (j) details of any Service Credits, Retention Rates or Delay Payments or similar deductions that will apply to the Charges detailed on the invoice;
- (k) reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
- (l) contact details for a responsible person in the Supplier's finance department in the event of administrative queries; and
- (m) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

11.3. The Supplier will invoice the Buyer in respect of Services in accordance with the requirements of this Schedule 2. The Parties will endeavour to agree the draft invoice within 5 Working Days of its receipt by the Buyer, following which the Supplier will be entitled to submit its invoice.

11.4. Each invoice will at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation will not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.

- 11.5. The Supplier will submit all invoices and Supporting Documentation in electronic format to: [Data redacted]
- 11.6. All Supplier invoices will be expressed in sterling or such other currency as will be permitted by the Buyer in writing.
- 11.7. The Buyer will regard an invoice as valid only if it complies with the provisions of this Schedule 2. Where any invoice does not conform to the Buyer's requirements set out in this Schedule 2, the Buyer will promptly return the disputed invoice to the Supplier and the Supplier will promptly issue a replacement invoice which will comply with such requirements.
- 11.8. If the Buyer fails to consider and verify an invoice in accordance with this Schedule 2, the invoice will be regarded as valid and undisputed for the purpose of Paragraph 12.2 [Payment in 30 days] after a reasonable time has passed.

12. Payment Terms

- 12.1. Subject to the relevant provisions of this Schedule, the Buyer will make payment to the Supplier within 30 days of verifying that the invoice is valid and undisputed.
- 12.2. Subject to the relevant provisions of this Schedule, the Supplier will make payment to the Buyer within 30 days.
- 12.3. Unless the Parties agree otherwise in writing, all invoices will be paid in sterling by electronic transfer of funds to the bank account that the Supplier or the Buyer has specified on its invoice.

Schedule 3: Collaboration agreement NOT USED

This agreement is made on [enter date] between:

[Buyer name] of [Buyer address] (the Buyer)

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

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

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

1. Definitions and interpretation

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

1.1.1. “Agreement” means this collaboration agreement, containing the Clauses and Schedules

1.1.2. “Call-Off Contract” means each contract that is let by the Buyer to one of the Collaboration Suppliers

1.1.3. “Contractor’s Confidential Information” has the meaning set out in the Call-Off Contracts

1.1.4. “Confidential Information” means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information

1.1.5. “Collaboration Activities” means the activities set out in this Agreement

1.1.6. “Buyer Confidential Information” has the meaning set out in the Call-Off Contract

1.1.7. "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2

1.1.8. "Dispute Resolution Process" means the process described in clause 9

1.1.9. "Effective Date" means [insert date]

1.1.10. "Force Majeure Event" has the meaning given in clause 11.1.1

1.1.11. "Mediator" has the meaning given to it in clause 9.3.1

1.1.12. "Outline Collaboration Plan" has the meaning given to it in clause 3.1

1.1.13. "Term" has the meaning given to it in clause 2.1

1.1.14. "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2. General

1.2.1. As used in this Agreement the:

1.2.1.1. masculine includes the feminine and the neuter

1.2.1.2. singular includes the plural and the other way round

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

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

1.2.3. References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.4. Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

1.2.5. The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. Term of the agreement

2.1. This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the “Term”).

2.2. A Collaboration Supplier’s duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

3. Provision of the collaboration plan

3.1. The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the “Outline Collaboration Plan”).

3.2. Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the “Detailed Collaboration Plan”). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier’s respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

3.3. The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.

3.4. The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:

3.4.1. approve the Detailed Collaboration Plan

3.4.2. reject the Detailed Collaboration Plan, giving reasons for the rejection

3.5. The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.

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

4. Collaboration activities

4.1. The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.

4.2. The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.

4.3. The Collaboration Suppliers will ensure that their respective subcontractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

5. Invoicing

5.1. If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.

5.2. Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. Confidentiality

6.1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

6.2. Each Collaboration Supplier warrants that:

6.2.1. any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement

- 6.2.2. any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
- 6.2.3. it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
- 6.2.4. neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3. The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
 - 6.3.1. or becomes public knowledge other than by breach of this clause 6
 - 6.3.2. in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
 - 6.3.3. received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
 - 6.3.4. independently developed without access to the Confidential Information
 - 6.3.5. required to be disclosed by law or by any judicial, arbitral, regulatory or other Buyer of competent jurisdiction
- 6.4. The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

7. Warranties

- 7.1. Each Collaboration Supplier warrant and represent that:
 - 7.1.1. it has full capacity and Buyer and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier

7.1.2. its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

7.2. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

8. Limitation of liability

8.1. None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

8.2. Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.

8.3. Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

8.4. Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].

8.5. Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

8.5.1. indirect loss or damage

8.5.2. special loss or damage

8.5.3. consequential loss or damage

8.5.4. loss of profits (whether direct or indirect)

8.5.5. loss of turnover (whether direct or indirect)

8.5.6. loss of business opportunities (whether direct or indirect)

8.5.7. damage to goodwill (whether direct or indirect)

8.6. Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:

8.6.1. additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default

8.6.2. wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

9. Dispute resolution process

9.1. All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2. If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3. The process for mediation and consequential provisions for mediation are:

9.3.1. a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

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

10. Termination and consequences of termination

10.1. Termination

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

10.2. Consequences of termination

10.2.1. Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

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

11. General provisions

11.1. Force majeure

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

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

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

11.1.4. The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the

11.1.5. affected party, and any action the affected party proposes to take to mitigate its effect.

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

11.2. Assignment and subcontracting

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

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

11.3. Notices

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

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

11.4. Entire agreement

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

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

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

11.5. Rights of third parties

11.5.1. Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement

should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6. Severability

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

11.7. Variations

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

11.8. No waiver

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

11.9. Governing law and jurisdiction

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

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

For and on behalf of the Buyer

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract

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

NOT USED

Schedule 4: Alternative clauses NOT USED

1. Introduction

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

2. Clauses selected

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

2.1.1. Scots Law and Jurisdiction

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

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

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

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

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

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

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

2.3. Discrimination

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

- Employment (Northern Ireland) Order 2002

- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 • Work and Families (Northern Ireland) Order 2006

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

- a) persons of different religious beliefs or political opinions
- b) men and women or married and unmarried persons
- c) persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d) persons of different racial groups (within the meaning of the Race

- i. Relations (Northern Ireland) Order 1997)
- e) persons with and without a disability (within the meaning of the
 - i. Disability Discrimination Act 1995)
- f) persons of different ages
- g) persons of differing sexual orientation

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

2.4. Equality policies and practices

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

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

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

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

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

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

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

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

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

2.5. Equality

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

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

2.6. Health and safety

- 2.6.1. The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2. While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3. The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4. The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5. The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7. Criminal damage

- 2.7.1. The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2. If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3. The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

2.7.4. The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee

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

1. Guarantee

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

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

and

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

A. The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.

B. It is the intention of the Parties that this document be executed and take effect as a deed.

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

Suggested headings are as follows:

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

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

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

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

2. Definitions and interpretation

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

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

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

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

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

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

2.6. Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter

- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words
- References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.
- References to liability are to include any liability whether actual, contingent, present or future.

3. Guarantee and indemnity

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

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

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

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

4. Obligation to enter into a new contract

4.1. If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at

the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

5. Demands and notices

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

[Enter Address of the Guarantor in England and Wales]

[Enter Email address of the Guarantor representative] For the Attention of
[insert details]

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

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

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

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

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

Beneficiary's protections

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

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

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

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

5.7. The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of

any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

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

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

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

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

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

6. Representations and warranties

6.1. The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name

- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and Buyer to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
 - the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
 - all governmental and other authorisations, approvals, licences and consents, required or desirable

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

7. Payments and set-off

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

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

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

8. Guarantor's acknowledgement

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

9. Assignment

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

10. Severance

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

11. Third-party rights

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

12. Governing law

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

- 12.2. The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 12.3. Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).
- 12.4. The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 12.5. [The Guarantor hereby irrevocably designates, appoints and empowers [enter the Supplier name] [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number [insert fax number] from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

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

EXECUTED as a DEED by

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

Director

Director/Secretary

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) 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 Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.

Background IPRs	<p>For each Party, IPRs:</p> <p>owned by that Party before the date of this Call-Off Contract</p> <p>(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</p> <p>created by the Party independently of this Call-Off Contract, or</p> <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 Buyer 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, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
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> <p>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</p> <p>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</p>
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK 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	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	<p>Default is any:</p> <p>breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</p> <p>other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</p> <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>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .

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 the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	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: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

<p>Force Majeure</p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <p>acts, events or omissions beyond the reasonable control of the affected Party</p> <p>riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</p> <p>acts of government, local government or Regulatory Bodies</p> <p>fire, flood or disaster and any failure or shortage of power or fuel</p> <p>industrial dispute affecting a third party for which a substitute third party isn't reasonably available</p> <p>The following do not constitute a Force Majeure event:</p> <p>any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</p> <p>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</p> <p>the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</p> <p>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</p>
<p>Former Supplier</p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>

Framework Agreement	The clauses of framework agreement RM1557.13 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 Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of 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.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
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.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
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	<p>Can be:</p> <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 a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) 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</p>

	(c) 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 Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
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 Schedule 6.
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.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.

Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
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> <p>induce that person to perform improperly a relevant function or activity</p> <p>reward that person for improper performance of a relevant function or activity</p> <p>commit any offence:</p> <ul style="list-style-type: none"> o under the Bribery Act 2010 o under legislation creating offences concerning Fraud o at common Law concerning Fraud o 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: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
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).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
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 GCloud 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 Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
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.
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement.
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-controlscheck-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 GCloud 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.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
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: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

Schedule 7, Annex 1: Processing Personal Data

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

- 1.1. The contact details of the Buyer's Data Protection Officer are: [Data redacted]
- 1.2. The contact details of the Supplier's Data Protection Officer are: [Data redacted]
- 1.3. The Processor will comply with any further written instructions with respect to Processing by the Controller.
- 1.4. Any such further instructions will be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is the Controller and the Supplier is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <ul style="list-style-type: none"> • The legislation.gov.uk website usage information • Legislation.gov.uk Editorial System user accounts

	<ul style="list-style-type: none"> • Legislation.gov.uk Publishing System user accounts <p>Account details for users of the Supplier's fault logging system (currently Jira Service Desk)</p>
Duration of the Processing	The Contact Term

Nature and purposes of the Processing	<p>The legislation.gov.uk website usage information: Collection of website usage information including information about users' computer and internet connection, IP address, type and version of browser, operating system, internet domain and, if arriving via a link from another website, the URL of the linking page. The purpose is to ensure optimum website performance and compatibility with browsers and operating systems, to aid research in improving understanding of user needs and optimising access to legislation.gov.uk, in exercise of the functions of a Minister of the Crown.</p>
Type of Personal Data	<p>Personal computer and internet connection, IP address, type and version of browser, operating system, internet domain and, if arriving via a link from another website, the URL of the linking page.</p>
Categories of Data Subject	<p>Website users, data re-users</p>

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	All data to be returned to the Buyer upon Service Transfer, or at the request of the Buyer. Users have the right to request that personal information is erased by submitting in writing to the Supplier's customer service team.
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Nature and purposes of the Processing	<p>Legislation.gov.uk Editorial System user accounts: Collection of personal information for the creation and maintenance of editorial system user accounts, so that users can log in to the service, plus correspondence by email or telephone in relation to that account. This information is only to be used in relation to the use and maintenance of the editorial system.</p> <p>The purpose is to allow users access to the editorial system for the legislation.gov.uk website, in exercising the functions of a Minister of the Crown.</p>
Type of Personal Data	Name, e-mail address, IP address, work team, contact details (in the event of correspondence with the Buyer or the Supplier)
Categories of Data Subject	Registered users of the Editorial System

<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Data will be stored for as long as is necessary to provide the account. When an account is no longer required, the email address will be removed from the system, however the name will be retained as part of the editorial task audit trail.</p> <p>Data relating to correspondence by email or telephone will be retained for as long as the Authority deems necessary for review and response to the query, as well as longer term improvements to the service.</p>
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<p>Nature and purposes of the Processing</p>	<p>legislation.gov.uk Publishing System user accounts: Collection of personal information for the creation and maintenance of Publishing System user accounts, so that users can log in to the service, plus correspondence by email or telephone in relation to that account. This information is only to be used in relation to the use and maintenance of the Publishing System.</p> <p>The purpose is to allow users access to the Publishing System for the legislation.gov.uk website, in exercising the function of a Minister of the Crown.</p>
<p>Type of Personal Data</p>	<p>Title, name, contact phone number, e- mail address, IP address, job title, jurisdiction (ie United Kingdom, Scotland, Wales, Northern Ireland), Department, correspondence with the Buyer or the Supplier.</p>

Categories of Data Subject	Users of the legislation.gov.uk Publishing System
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 will be stored for as long as is necessary to provide the account. When an account is no longer required, the email address will be removed from the system, however the name will be retained as part of the legislation.gov.uk Publishing System audit trail.</p> <p>Data relating to correspondence by email or telephone will be retained for as long as the Buyer deems necessary for review and response to the query, as well as longer term improvements to the service.</p>

Nature and purposes of the Processing	Account details for users of the Supplier's fault logging system (currently Jira Service Desk): Collection of personal information for the creation and maintenance of Buyer employee user accounts and Publishing Concessionaire's user accounts to access the Supplier's fault logging system, so that they can log in to the service, plus correspondence by email or telephone in relation to that account.
Type of Personal Data	Name, contact telephone number, mobile telephone number (optional), company name, email address, office address (optional).

Categories of Data Subject	Buyer employees and Publishing Concessionaire employees
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	Data will be stored for as long as is necessary to provide the account. When an account is no longer required, the email address will be removed from the system, however the name will be retained as part of the audit trail.

