



# G-Cloud 13 Call-Off Contract

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

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## Part A: Order Form

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

<b>Platform service ID number</b>	395974893365566
<b>Call-Off Contract reference</b>	CCIS24A05
<b>Call-Off Contract title</b>	Provision of Web Based Alerts
<b>Call-Off Contract description</b>	Web-based near real-time geographical alerts application
<b>Start date</b>	First (1 <sup>st</sup> ) April 2024
<b>Expiry date</b>	Thirty First (31 <sup>st</sup> ) March 2026
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £338,560.00 excluding VAT, and excluding an optional extension period. The initial 24-month contract duration period totals £338,560.00 The Buyer retains the right to instruct an optional 12-month extension period totalling an additional £169,280.00 subject to further budgetary approval.
<b>Charging method</b>	Annually in advance

<b>Purchase order number</b>	TBC
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This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13). Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

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

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

<b>From the Buyer</b>	Cabinet Office  REDACTED TEXT under FOIA Section 40, Personal Information.
<b>To the Supplier</b>	Dataminr Inc  REDACTED TEXT under FOIA Section 40, Personal Information.
<b>Together the 'Parties'</b>	

### Principal contact details

#### For the Buyer:

Name: REDACTED TEXT under FOIA Section 40, Personal Information.

Email: REDACTED TEXT under FOIA Section 40, Personal Information.

#### For the Supplier:

Name: REDACTED TEXT under FOIA Section 40, Personal Information.

Email: REDACTED TEXT under FOIA Section 40, Personal Information.

Phone: REDACTED TEXT under FOIA Section 40, Personal Information.

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>First (1<sup>st</sup>) April 2024</b> and is valid for <b>24 months</b> .
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the CallOff Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier <b>1 months</b> written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spendcontrols-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spendcontrols-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

## Buyer contractual details

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

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> <li>• Lot 2: Cloud software</li> </ul>
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> <li>• Real-time, global alerting from publicly available information</li> <li>• Alerts from hundreds of thousands of diverse PAI sources</li> <li>• Unique, industry-leading multi-modal AI event detection</li> <li>• AI-generated, single-sentence event summaries for each alert</li> <li>• COTS SaaS Platform with intuitive interface requires minimal training</li> <li>• User-defined alert settings to meet individual alerting requirements</li> <li>• Alert delivery via web browser, mobile app, and email</li> </ul>
<b>Additional Services</b>	Not Applicable
<b>Location</b>	The Services will be delivered predominantly virtually through a web browser.

<b>Quality Standards</b>	<p>The quality standards required for this Call-Off Contract are</p> <p>The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service in accordance with Suppliers service levels:  <a href="https://www.dataminr.com/legal/sla">https://www.dataminr.com/legal/sla</a>.</p> <p>The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.</p>
	<p>The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.</p>
<b>Technical Standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are:</p> <p>As detailed in the relevant Service Description</p>

**Service level agreement:**

The service level and availability criteria required for this Call-Off Contract are located at <https://www.dataminr.com/legal/sla> and this online SLAs will govern in case of conflict.

KPI/SLA	Service Area	KPI/SLA description	Target
1	Delivery	Buyer access to Supplier's content on Supplier's web platform 24/7 365 days a year.	>90%
2	Delivery	Continuation of current service	>90%
3	Delivery	'Down-time' to be minimised and to not exceed 10% without prior arrangement in extreme circumstances.	<10%
4	Delivery	Any disruption in service to be communicated to the Buyer, with a plan of action and timescales for resolution within 24 hours.	>24hour

**Onboarding**

The onboarding plan for this Call-Off Contract is:

Provision of in-person and virtual training and onboarding support as required. All training is included in the price per license.

<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is: Buyer shall notify Dataminr at least thirty days before the end of the Agreement of its intent to have Buyer's Personal Data returned to Buyer or deleted.</p> <p>At the end of the contract, a Buyer's access to First Alert will cease and credentials will no longer provide desktop or mobile access.</p>
<b>Collaboration agreement</b>	Not Applicable
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call Off term</p> <p>The annual total liability for Buyer Data Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other Defaults will not exceed the greater of 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. Clause 24.1 in Part B below provides a definition of Other Defaults.</p>
<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 3 years following the expiration or Ending of this Call-Off Contract</li> <li>• technology professional indemnity/liability 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 technology professional indemnity /liability insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) for a maximum of £8,000,000 in the aggregate.</li> <li>• employers' liability insurance with a minimum limit as required by Law</li> </ul>
<b>Buyer's responsibilities</b>	The Buyer is responsible for securing an appropriate Internet connection



<b>Buyer's equipment</b>	The buyer is responsible for equipment and compatible browser software in order to access the Services
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## Supplier's information

<b>Subcontractors or partners</b>	Not Applicable
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## Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is automatic bank transfer
<b>Payment profile</b>	The payment profile for this Call-Off Contract is annually in advance
<b>Invoice details</b>	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
<b>Who and where to send invoices to</b>	REDACTED TEXT under FOIA Section 43 Commercial Interests.

<b>Invoice information required</b>	<p>All invoices must include the following:</p> <ul style="list-style-type: none"> <li>• PO Number as issued by the Buyer</li> <li>• Invoice Number</li> <li>• Supplier Details</li> <li>• Invoice Amount</li> <li>• Call-Off Contract Title and Description Further guidance for emailed invoices:</li> <li>• Email size must not exceed 4MB</li> <li>• All files/invoices must be in PDF format attached directly to the email (no folders etc.)</li> <li>• One PDF per invoice – all supporting documentation must be included within the single PDF. Do not attach additional/separate supporting documentation as a separate file</li> <li>• Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above)</li> <li>• "PASSWORD PROTECTED" files cannot be processed</li> </ul>
<b>Invoice frequency</b>	<p>Invoice will be sent to the Buyer annually for the year ahead.</p>
<b>Call-Off Contract value</b>	<p>The total value of this Call-Off Contract is £338,560.00 excluding VAT, and excluding an optional extension period.  The initial 24-month contract duration period totals £338,560.00  The Buyer retains the right to instruct an optional 12-month extension period totalling an additional £169,280.00 subject to further budgetary approval.</p>

<b>Call-Off Contract charges</b>	The breakdown of the Charges is as detailed in Schedule 2
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### Additional Buyer terms

<b>Performance of the Service</b>	Not applicable
<b>Guarantee</b>	Not applicable
<b>Warranties, representations</b>	Not applicable
<b>Supplemental requirements in addition to the CallOff terms</b>	Not applicable
<b>Alternative clauses</b>	Not applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	Not applicable

<b>Personal Data and Data Subjects</b>	Schedule 7 is being used: Annex 1
<b>Intellectual Property</b>	Not Applicable
<b>Social Value</b>	Not Applicable

## 1. Formation of contract

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

## 2. Background to the agreement

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

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
<b>Title</b>	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
<b>Signature</b>	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
<b>Date</b>	March 28, 2024	March 28, 2024

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

## Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link: [G-Cloud 13 Customer Benefit Record](#)

## Part B: Terms and conditions

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

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be

for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

## 2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

### 3. Supply of services

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

### 4. Supplier staff

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

provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

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

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

## 6. Business continuity and disaster recovery

- 6.1 The Supplier will have a business continuity plan and Disaster Recovery (BCDR) plans. Such plans include procedures to help to safeguard the availability of the platform. BCDR testing is conducted at least annually.

## 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 invoices 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 as noted in this clause.

- 9.2 The Supplier will ensure that:

- 9.2.1 Not used.

- 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 Not used.

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

9.4.1 a certificate of liability insurance or equivalent.

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. Intentionally Omitted.

## 11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

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

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant

licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sublicences to Subcontractors provided that:

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

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

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

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

11.5.1 defend the Supplier, its Affiliates and licensors from and against any thirdparty claim:

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

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

11.8.3 Use of the Service by the Buyer otherwise than as set out in this Call-Off Contract, , Supplier Agreement and/or the Order Form.

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 the prorated money paid for the affected part of the 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:

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 personal 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, but excluding, subject to clause 12.4, any sub-processors listed at <https://www.dataminr.com/legal/sub-processors> for the provision of the G-Cloud Services.

12.4 Prior to the addition of any new sub-processor, the Supplier shall provide notice to the Buyer, subject to the Buyer registering to receive updates via the mechanism indicated on the Sub-Processor List. The Buyer may object on legitimate grounds to the Processing of Buyer Personal Data by a sub-processor. In the event that the Buyer objects to a sub-processor and such objection is not unreasonable, the parties will make a good-faith effort to resolve Buyer's objection. In the absence of a resolution, the Supplier will make commercially reasonable efforts to provide the Buyer with the Services without using such sub-processor to process Buyer

Personal Data provided, however, the Buyer acknowledges that this may result in new or improved Services features not being available to the Buyer. If the Supplier is unable to resolve the Buyer's objection, the Buyer may terminate this Call-Off Contract.

### 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.npsa.gov.uk/content/adopt-riskmanagement-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-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-ofpractice/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 use reasonable skill and care to 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/technologycodeof-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the GCloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

#### 15. Open source

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

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

#### 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

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

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

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

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

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

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice. If Buyer terminates this Call-Off Contract for convenience, Buyer will not be entitled to a refund of any Charges paid, and any other Charges not paid but owed to Supplier shall become due immediately upon such termination.

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 CallOff 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

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

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

## 20. Notices

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

21. Intentionally Omitted.

22. Intentionally Omitted.

## 23. Force majeure

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

## 24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year or one hundred and fifty per cent (150%) of the Charges in case of breach of the Supplier's confidentiality obligations under incorporated Framework Agreement clause 34 (or such greater sum (if any) as may be specified in the Order Form).
- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
- 24.2.1 pursuant to the indemnities in Clause 7 and 11 shall be unlimited
- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.
- 24.5 TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE RESPONSIBLE OR LIABLE WITH RESPECT TO THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, LOSS OF REVENUES, LOSS OF

PROFITS, ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, AND COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, IN EACH CASE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 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. Intentionally Omitted.

## 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, and subject to additional Charges, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

## 31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors
  - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

## 32. Variation process

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

### 33. Data Protection Legislation (GDPR)

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

## Schedule 1: Services

1. REDACTED TEXT under FOIA Section 43 Commercial Interests.
2. REDACTED TEXT under FOIA Section 43 Commercial Interests.
3. REDACTED TEXT under FOIA Section 43 Commercial Interests.
4. REDACTED TEXT under FOIA Section 43 Commercial Interests.
5. REDACTED TEXT under FOIA Section 43 Commercial Interests.
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12. REDACTED TEXT under FOIA Section 43 Commercial Interests.
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14. REDACTED TEXT under FOIA Section 43 Commercial Interests.
15. REDACTED TEXT under FOIA Section 43 Commercial Interests.
16. REDACTED TEXT under FOIA Section 43 Commercial Interests.
17. REDACTED TEXT under FOIA Section 43 Commercial Interests.
18. REDACTED TEXT under FOIA Section 43 Commercial Interests.

## Schedule 2: Call-Off Contract charges

Number of Licences required	Cost Per Licence	Cost Per Year	Cost for Initial Term
REDACTED TEXT under FOIA Section 43 Commercial Interests.	REDACTED TEXT under FOIA Section 43 Commercial Interests.	REDACTED TEXT under FOIA Section 43 Commercial Interests.	£338,560.00



Standard annual pricing for Dataminr's First Alert Software as a Service (SaaS) starts at USD20,000.00. Tiered volume discounts are available based on the number of licences, scope and duration of the contract. In addition to the terms stated herein, all licences for First Alert are subject to Dataminr's commercial software licence and third-party terms and conditions.

First Alert pricing is all-inclusive, which allows for predictability in costs and includes the following:

1. First Alert web-browser access
2. First Alert mobile application access
3. First Alert alert delivery via email
4. Authorisation to share alerts with Authorised Users
5. Dataminr does not meter data use or limit/charge additional fees for queries
6. Customer Success Team to support user onboarding, account creation and configuration support, training (remote and in-person/on-site)
7. 24/7/365 Technical Help Desk Support
8. Access to standard First Alert product upgrades

Payment Terms: Dataminr charges yearly subscription fees in advance. Our pricing reflects a minimum one-year commitment.

Dataminr can provide a free trial to First Alert on a case-by-case basis.

**Schedule 3: Collaboration agreement** This schedule is not required.

## Schedule 4: Alternative clauses

This schedule is not required.

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**Schedule 5: Guarantee** This  
schedule is not required.

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.

<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the CallOff schedules and the Collaboration Agreement.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.

<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>
<b>Controller</b>	<p>Takes the meaning given in the UK GDPR.</p>

<b>Crown</b>	<p>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.</p>
<b>Data Loss Event</b>	<p>Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this CallOff Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.</p>

<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.

<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="https://www.gov.uk/guidance/check-employment-statusfortax">https://www.gov.uk/guidance/check-employment-statusfortax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</li> </ul>
<b>Former Supplier</b>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

<b>Fraud</b>	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.



<b>Guidance</b>	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>

<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.

<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.

<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this CallOff Contract.

<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.

<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.

<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>◦ under the Bribery Act 2010</li> <li>◦ under legislation creating offences concerning Fraud</li> <li>◦ at common Law concerning Fraud</li> <li>◦ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>

<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high performance network which helps public sector
	organisations work together, reduce duplication and share resources.

<b>Regulatory body or bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/servicemanual/agile-delivery/spend-controls">https://www.gov.uk/servicemanual/agile-delivery/spend-controls</a> <u>ck-if-you-needapproval-to-spend-money-on-a-service</u>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.



<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the GCloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: UK GDPR Information

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



## Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are: REDACTED TEXT under FOIA Section 40 Personal Information.

1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED TEXT under FOIA Section 40 Personal Information.

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of Personal Data</p>
Duration of the Processing	The duration of the Call-Off Contract unless terminated earlier or extended under Part A 'Call-Off Contract term' above.
Nature and purposes of the Processing	The nature of the Processing includes collection and recording of data for the purpose of risk analysis.

Type of Personal Data	<p>Any Personal Data contained in the Content that the Buyer and its users choose to transfer, store, share or host on or through the Services.</p> <p>Contact Data (e.g., name, username, email, phone number, address)</p>
	<p>Account Data (e.g., topical or geographic interests, search parameters, your use of the Services)</p> <p>Log Data (e.g., IP address, data and time of Services usage, device ID, domain server, device type, browser type, operating system statistics, search queries)</p> <p>Web Analytics (e.g. referring source through which you access the Services; non-identifiable request IDs, statistics regarding interaction between device/browser and the Services, links to third party applications used through the Services, dashboard interactions, website clicks, new windows opened)</p> <p>Geolocation Data (e.g., location data if opted in through your mobile device)</p> <p>Publicly-Available Content Provided through the Services, Including Social Media Information (e.g. profile information such as usernames, followers, number following, URL, location, language, tags, profile image, verified status, hashtags; profile content such as description, occupation, preferred channels, likes; post content such as tweets, status updates, timestamp, hashtags, language, geolocation)</p>
Categories of Data Subject	<p>Staff (including volunteers, agents, and temporary workers)</p>

<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>The supplier will retain data for the duration of the Call-Off Contract unless terminated earlier or extended under Part A 'Call-Off Contract term' above.</p>
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# Schedule 8: Security Management

**Core requirements**

- 1.1
- The Supplier must comply with the core requirements set out in Paragraphs 3 to 8.
- 1.2
- Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements relating to that option set out in the relevant Paragraph:

Certifications (see Paragraph 3)		
The Supplier must have the following Certifications:	ISO/IEC 27001:2013 by a UKASapproved certification body	<input checked="" type="checkbox"/>
	Cyber Essentials Plus	<input checked="" type="checkbox"/>
	Cyber Essentials	<input type="checkbox"/>
Subcontractors that Process Government Data must have the following Certifications:	ISO/IEC 27001:2013 by a UKASapproved certification body	<input type="checkbox"/>
	Cyber Essentials Plus	<input type="checkbox"/>
	Cyber Essentials	<input checked="" type="checkbox"/>
Locations (see Paragraph 4)		
The Supplier and Subcontractors may store, access or Process Government Data in:	the United Kingdom only	<input type="checkbox"/>
	the United Kingdom and European Economic Area only	<input type="checkbox"/>
	anywhere in the world not prohibited by the Buyer	<input checked="" type="checkbox"/>

**Optional requirements**

- 1.3
- Where the Buyer has selected an option in the table below, the Supplier must comply with the requirements of the corresponding paragraph. Where the Buyer has not selected an option, the corresponding requirement does not apply.

Security testing (see Paragraph 9)	
The Supplier must undertake security testing at least once every Contract Year and remediate any vulnerabilities, where it is technically feasible to do so	<input checked="" type="checkbox"/>
Cloud Security Principles (see Paragraph 10)	
The Supplier must assess the Supplier System against the Cloud Security Principles	<input checked="" type="checkbox"/>

**Record keeping** (see paragraph 11)

The Supplier must keep records relating to Subcontractors, Sites, Third Party Tools and third parties	<input checked="" type="checkbox"/>
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**Encryption** (see Paragraph 12)

The Supplier must encrypt Government Data while at rest or in transit	<input checked="" type="checkbox"/>
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**Protecting Monitoring System** (see Paragraph 13)

The Supplier must implement an effective Protective Monitoring System	<input checked="" type="checkbox"/>
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**Patching** (see Paragraph 14)

The Supplier must patch vulnerabilities in the Supplier System promptly	<input checked="" type="checkbox"/>
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**Malware protection** (see Paragraph 15)

The Supplier must use appropriate Anti-virus Software	<input checked="" type="checkbox"/>
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**End-user Devices** (see Paragraph 16)

The Supplier must manage End-user Devices appropriately	<input checked="" type="checkbox"/>
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**Vulnerability scanning** (see Paragraph 17)

The Supplier must scan the Supplier System monthly for unpatched vulnerabilities	<input checked="" type="checkbox"/>
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**Access control** (see paragraph 18)

The Supplier must implement effective access control measures for those accessing Government Data and for Privileged Users	<input checked="" type="checkbox"/>
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**Return and deletion of Government Data** (see Paragraph 19)

The Supplier must return or delete Government Data when requested by the Buyer	<input checked="" type="checkbox"/>
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**Physical security** (see Paragraph 20)

The Supplier must store Government Data in physically secure locations	<input checked="" type="checkbox"/>
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**Security breaches** (see Paragraph 21)

The Supplier must report any Breach of Security to the Buyer promptly	<input checked="" type="checkbox"/>
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**Security Management Plan** (see Paragraph 22)

The Supplier must provide the Buyer with a Security Management Plan detailing how the requirements for the options selected have been met.	<input type="checkbox"/>
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## 2

## Definitions

<b>“Anti-virus Software”</b>	means software that: protects the Supplier System from the possible introduction of Malicious Software;
	scans for and identifies possible Malicious Software in the Supplier System; if Malicious Software is detected in the Supplier System, so far as possible: prevents the harmful effects of the Malicious Software; and removes the Malicious Software from the Supplier System;
<b>“Contract Year”</b>	means: a period of 12 months commencing on the Effective Date; thereafter a period of 12 months commencing on each anniversary of the Effective Date; with the final Contract Year ending on the expiry or termination of the Term;
<b>“CREST Service Provider”</b>	means a company with an information security accreditation of a security operations centre qualification from CREST International;
<b>“Government Data”</b>	means any: 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; Personal Data for which the Buyer is a, or the, Data Controller; or any meta-data relating to categories of data referred to in paragraphs (a) or (b); that is: supplied to the Supplier by or on behalf of the Buyer; or for the avoidance of doubt that the Supplier generates, processes, stores or transmits under this Agreement; and the avoidance of doubt includes the Code and any meta-data relating to the Code.
<b>“Certifications”</b>	means one or more of the following certifications: ISO/IEC 27001:2013 by a UKAS-approved certification body in respect of the Supplier System, or in respect of a wider system of which the Supplier System forms part; and Cyber Essentials Plus; and/or Cyber Essentials;

<b>“Breach of Security”</b>	<p>means the occurrence of:</p> <p>any unauthorised access to or use of the Services, the Sites, the Supplier System and/or the Government Data;</p> <p>the loss (physical or otherwise), corruption and/or unauthorised disclosure of any Government Data, including copies of such Government Data; and/or</p> <p>the installation of Malicious Software in the Supplier System;</p>
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	<p>any loss of operational efficiency or failure to operate to specification as the result of the installation or operation of Malicious Software in the Supplier System; and</p> <p>includes any attempt to undertake the activities listed in sub-paragraph (a) where the Supplier has reasonable grounds to suspect that attempt:</p> <p>was part of a wider effort to access information and communications technology operated by or on behalf of Central Government Bodies; or</p> <p>was undertaken, or directed by, a state other than the United Kingdom;</p>
<b>“CHECK Scheme”</b>	means the NCSC’s scheme under which approved companies can conduct authorised penetration tests of public sector and critical national infrastructure systems and networks;
<b>“CHECK Service Provider”</b>	<p>means a company which, under the CHECK Scheme:</p> <p>has been certified by the NCSC;</p> <p>holds “Green Light” status; and</p> <p>is authorised to provide the IT Health Check services required by Paragraph 5.2 (<i>Security Testing</i>);</p>
<b>“Cloud Security Principles”</b>	means the NCSC’s document “Implementing the Cloud Security Principles” as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/cloud-security/ implementing-the-cloud-security-principles">https://www.ncsc.gov.uk/collection/cloud-security/ implementing-the-cloud-security-principles</a> .
<b>“Cyber Essentials”</b>	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
<b>“Cyber Essentials Plus”</b>	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>“Cyber Essentials Scheme”</b>	means the Cyber Essentials scheme operated by the NCSC;
<b>“End-user Device”</b>	means any personal computers, laptops, tablets, terminals, smartphones or other portable electronic devices used in the provision of the Services;
<b>“IT Health Check”</b>	means testing of the Supplier Information Management System by a CHECK Service Provider;

<b>“Malicious Software”</b>	means any software program or code intended to destroy, interfere with, corrupt, remove, transmit or cause undesired effects on program files, data or other information, executable code, applications, macros or configurations;
<b>“NCSC”</b>	means the National Cyber Security Centre, or any successor body performing the functions of the National Cyber Security Centre;
<b>“NCSC Device Guidance”</b>	means the NCSC’s document “Device Security Guidance”, as updated or replaced from time to time and found at <a href="https://www.ncsc.gov.uk/collection/device-security-guidance">https://www.ncsc.gov.uk/collection/device-security-guidance</a> ;
<b>“Privileged User”</b>	means a user with system administration access to the Supplier Information Management System, or substantially similar access privileges;

<b>“Process”</b>	means any operation performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of that data;
<b>“Prohibition Notice”</b>	means the meaning given to that term by Paragraph 4.4.
<b>“Protective Monitoring System”</b>	has the meaning given to that term by Paragraph 13.1;
<b>“Relevant Conviction”</b>	means any previous or pending prosecution, conviction or caution (excluding any spent conviction under the Rehabilitation of Offenders Act 1974) relating to offences involving dishonesty, terrorism, immigration, firearms, fraud, forgery, tax evasion, offences against people (including sexual offences) or any other offences relevant to Services as the Buyer may specify;
<b>“Sites”</b>	<p>means any premises (including the Buyer’s Premises, the Supplier’s premises or third party premises):</p> <p style="padding-left: 40px;">from, to or at which:</p> <p style="padding-left: 80px;">the Services are (or are to be) provided;</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 80px;">the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p style="padding-left: 40px;">where:</p> <p style="padding-left: 80px;">any part of the Supplier System is situated; or</p> <p style="padding-left: 80px;">any physical interface with the Authority System takes place;</p>

<b>“Standard Contractual Clauses”</b>	<p>means, for the purposes of this Schedule 8 (<i>Security Management</i>):</p> <p>the standard data protection paragraphs specified in Article 46 of the UK GDPR setting out the appropriate safeguards for the transmission of personal data outside the combined territories of the United Kingdom and the European Economic Area;</p> <p>as modified to apply equally to the Government Data as if the Government Data were Personal Data;</p>
<b>“Subcontractor Personnel”</b>	<p>means:</p> <p>any individual engaged, directly or indirectly, or employed, by any Subcontractor; and</p> <p>engaged in or likely to be engaged in:</p> <p>the performance or management of the Services; or</p> <p>the provision of facilities or services that are necessary for the provision of the Services;</p>
<b>"Supplier System"</b>	means

	<p>any:</p> <p>information assets,</p> <p>IT systems,</p> <p>IT services; or</p> <p>Sites,</p> <p>that the Supplier or any Subcontractor will use to Process, or support the Processing of, Government Data and provide, or support the provision of, the Services; and</p> <p>the associated information management system, including all relevant:</p> <p>organisational structure diagrams;</p> <p>controls;</p> <p>policies;</p> <p>practices;</p> <p>procedures;</p> <p>processes; and</p> <p>resources;</p>
<b>“Third-party Tool”</b>	means any activity conducted other than by the Supplier during which the Government Data is accessed, analysed or modified, or some form of operation is performed on it;

## Part One: Core Requirements

### 3 Certification Requirements

- 3.1 Where the Buyer has not specified Certifications under Paragraph 1, the Supplier must ensure that it and any Subcontractors that Process Government Data are certified as compliant with Cyber Essentials.
- 3.2 Where the Buyer has specified Certifications under Paragraph 1, the Supplier must ensure that both:
- (a) it; and
  - (b) any Subcontractor that Processes Government Data, are certified as compliant with the Certifications specified by the Buyer in Paragraph 1:
- 3.3 The Supplier must ensure that the specified Certifications are in place for it and any relevant Subcontractor:
- (a) before the Supplier or any Subcontractor Processes Government Data; and (b) throughout the Term.

### 4 Location

- 4.1 Where the Buyer has not specified any locations or territories in Paragraph 1, the Supplier must not, and ensure that Subcontractors do not store, access or Process Government Data outside the United Kingdom.
- 4.2 Where the Buyer has specified locations or territories in Paragraph 1, the Supplier must, and ensure that its Subcontractors, at all times store, access or process Government Data only in or from the geographic areas specified by the Buyer.
- 4.3 Where the Buyer has permitted the Supplier and its Subcontractors to store, access or process Government Data outside the United Kingdom or European Economic Area, the Supplier must, and must ensure that its Subcontractors store, access or process Government Data in a facility operated by an entity where:
- (a) the entity has entered into a binding agreement with the Supplier or Subcontractor (as applicable);
  - (b) that binding agreement includes obligations on the entity in relation to security management at least as onerous as those relating to Sub-contractors in this Schedule 8 (*Security Management*);
  - (c) the Supplier or Subcontractor has taken reasonable steps to assure itself that:
    - (i) the entity complies with the binding agreement; and
    - (ii) the Subcontractor's system has in place appropriate technical and organisational measures to ensure that the Sub-contractor will store, access, manage and/or Process the Government Data as required by this Schedule 8 (*Security Management*);
  - (d) the Buyer has not given the Supplier a Prohibition Notice under Paragraph 4.4.
- 4.4 The Buyer may by notice in writing at any time give notice to the Supplier that it and its Subcontractors must not undertake or permit to be undertaken the storage, accessing or Processing of Government Data in one or more countries or territories (a "**Prohibition Notice**").

- 4.5 Where the Supplier must and must ensure Subcontractors comply with the requirements of a Prohibition Notice within 40 Working Days of the date of the notice.

## **5 Staff vetting**

- 5.1 The Supplier must not allow Supplier Personnel, and must ensure that Subcontractors do not allow Subcontractor Personnel, to access or Process Government Data, if that person:
- (a) has not completed the Staff Vetting Procedure; or
  - (b) where no Staff Vetting Procedure is specified in the Order Form:
    - (i) has not undergone the checks required for the HMG Baseline Personnel Security Standard (BPSS) to verify:
      - (A) the individual's identity;
      - (B) where that individual will work in the United Kingdom, the individual's nationality and immigration status so as to demonstrate that they have a right to work in the United Kingdom; and
      - (C) the individual's previous employment history; and
      - (D) that the individual has no Relevant Convictions; and
    - (ii) has not undergone national security vetting clearance to the level specified by the Authority for such individuals or such roles as the Authority may specify

## **6 Assurance**

- 6.1 The Supplier must provide such information and documents as the Buyer may request in order to demonstrate the Supplier's and any Subcontractors' compliance with this Schedule 8 (*Security Management*).
- 6.2 The Supplier must provide that information and those documents:
- (a) within 10 Working Days of a request by the Buyer;
  - (b) except in the case of original document, in the format and with the content and information required by the Buyer; and
  - (c) in the case of original document, as a full, unedited and unredacted copy.

## **7 Use of Subcontractors and third parties**

- 7.1 The Supplier must ensure that Subcontractors and any other third parties that store, have access to or Process Government Data comply with the requirements of this Schedule 8 (*Security Management*).

### **Part Two: Additional Requirements**

## **8 Security testing**

- 8.1 The Supplier must:

(a) before Processing Government Data; (b)

at least once during each Contract Year; and

undertake the following activities:

(c) conduct security testing of the Supplier System (an **"IT Health Check"**) in accordance with Paragraph 9.2; and

(d) implement any findings, and remedy any vulnerabilities identified by the IT Health Check in accordance with Paragraph 9.3.

8.2 In arranging an IT Health Check, the Supplier must:

(a) use only a CHECK Service Provider or CREST Service Provider to perform the IT Health Check;

(b) design and plan for the IT Health Check so as to minimise the impact of the IT Health Check on the Supplier System and the delivery of the Services;

(c) ensure that the scope of the IT Health Check encompasses the components of the Supplier System used to access, store, Process or manage Government Data; and

(d) ensure that the IT Health Check provides for effective penetration testing of the Supplier System.

8.3 The Supplier treat any vulnerabilities as follows:

(a) the Supplier must remedy any vulnerabilities classified as critical in the IT Health Check report:

(i) if it is technically feasible to do so, within 5 Working Days of becoming aware of the vulnerability and its classification; or

(ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 9.3(a)(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;

(b) the Supplier must remedy any vulnerabilities classified as high in the IT Health Check report:

(i) if it is technically feasible to do so, within 1 month of becoming aware of the vulnerability and its classification; or

(ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 9.3(b)(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;

(c) the Supplier must remedy any vulnerabilities classified as medium in the IT Health Check report:

(i) if it is technically feasible to do so, within 3 months of becoming aware of the vulnerability and its classification; or

(ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 9.3(c)(i), then as soon as reasonably practicable after becoming aware of the vulnerability and its classification;

(d) where it is not technically feasible to remedy the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

## **9 Cloud Security Principles**

- 9.1 The Supplier must ensure that the Supplier Solution complies with the Cloud Security Principles.
- 9.2 The Supplier must assess the Supplier Solution against the Cloud Security Principles to assure itself that it complies with Paragraph 10.1:
- (a) before Processing Government Data; (b) at least once each Contract Year; and
  - (c) when required by the Buyer.
- 9.3 The Supplier must:
- (a) keep records of any assessment that it makes under Paragraph 10.2; and
  - (b) provide copies of those records to the Buyer within 10 Working Days of any request by the Buyer.

## **10 Information about Subcontractors, Sites, Third Party Tools and third parties**

- 10.1 The Supplier must keep the following records:
- (a) for Subcontractors or third parties that store, have access to or Process Government Data:
    - (i) the Subcontractor or third party's name:
      - (A) legal name;
      - (B) trading name (if any); and
      - (C) registration details (where the Subcontractor is not an individual), including:
        - (1) country of registration;
        - (2) registration number (if applicable); and
        - (3) registered address;
    - (ii) the Relevant Certifications held by the Subcontractor or third party;
    - (iii) the Sites used by the Subcontractor or third party;
    - (iv) the Services provided or activities undertaken by the Subcontractor or third party;
    - (v) the access the Subcontractor or third party has to the Supplier System;
    - (vi) the Government Data Processed by the Subcontractor or third party; and
    - (vii) the measures the Subcontractor or third party has in place to comply with the requirements of this Schedule 8 (*Security Management*);
  - (b) for Sites from or at which Government Data is accessed or Processed:
    - (i) the location of the Site;



- (ii) the operator of the Site, including the operator's:
      - (A) legal name;
      - (B) trading name (if any); and
      - (C) registration details (where the Subcontractor is not an individual);
    - (iii) the Relevant Certifications that apply to the Site;
    - (iv) the Government Data stored at, or Processed from, the site; and
  - (c) for Third Party Tools:
    - (i) the name of the Third Party Tool;
    - (ii) the nature of the activity or operation performed by the Third-Party Tool on the Government Data; and
    - (iii) in respect of the entity providing the Third-Party Tool, its:
      - (A) full legal name;
      - (B) trading name (if any)
      - (C) country of registration;
      - (D) registration number (if applicable); and
      - (E) registered address.
- 10.2 The Supplier must update the records it keeps in accordance with Paragraph 11.1:
- (a) at least four times each Contract Year;
  - (b) whenever a Subcontractor, third party that accesses or Processes Government Data, Third Party Tool or Site changes; or
  - (c) whenever required to go so by the Buyer.

10.3 The Supplier must provide access to the list of subprocessors via hyperlink.

## 11 Encryption

11.1 The Supplier must, and must ensure that all Subcontractors, encrypt Government Data:

- (a) when stored at any time when no operation is being performed on it, including when stored on any portable storage media; and
- (b) when transmitted.

## 12 Protective monitoring system

12.1 The Supplier must, and must ensure that Subcontractors, implement an effective system of monitoring and reports, analysing access to and use of the Supplier System and the Government Data to:

- (a) identify and prevent any potential Breach of Security;
- (b) respond effectively and in a timely manner to any Breach of Security that does;

- (c) identify and implement changes to the Supplier System to prevent future any Breach of Security; and
- (d) help detect and prevent any potential criminal offence relating to fraud, bribery or corruption using the Supplier System,

(the “**Protective Monitoring System**”).

12.2 The Protective Monitoring System must provide for:

- (a) event logs and audit records of access to the Supplier System; and
- (b) regular reports and alerts to identify:
  - (i) changing access trends;
  - (ii) unusual usage patterns; or
  - (iii) the access of greater than usual volumes of Government Data; and
- (c) the detection and prevention of any attack on the Supplier System using common cyber-attack techniques.

## 13 Patching

13.1 The Supplier must, and must ensure that Subcontractors, treat any public releases of patches for vulnerabilities as follows:

- (a) the Supplier must patch any vulnerabilities classified as “critical”:
  - (i) if it is technically feasible to do so, within 5 Working Days of the public release; or
  - (ii) if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 14.1(a)(i), then as soon as reasonably practicable after the public release;
- (b) the Supplier must patch any vulnerabilities classified as “important”:
  - (i) if it is technically feasible to do so, within 1 month of the public release; or
  - (ii) if it is technical feasible to patch the vulnerability but not technically feasible to do so as required by Paragraph 14.1(b)(i), then as soon as reasonably practicable after the public release;
- (c) the Supplier must remedy any vulnerabilities classified as “other” in the public release:
  - (i) if it is technically feasible to do so, within 2 months of the public release; or
  - (ii) if it is technical feasible to remedy the vulnerability but not technically feasible to do so as required by Paragraph 14.1(c)(i), then as soon as reasonably practicable after the public release;
- (d) where it is not technically feasible to patch the vulnerability, the Supplier must implement appropriate technical and organisational measures to mitigate the risk posed by the vulnerability.

## 14 Malware protection

14.1 The Supplier shall install and maintain Anti-virus Software or procure that Anti-virus Software is installed and maintained on the Supplier System.

14.2 The Supplier must ensure that such Anti-virus Software:

- (a) prevents the installation of the most common forms of Malicious Software in the Supplier System;
- (b) performs regular scans of the Supplier System to check for Malicious Software; and
- (c) where Malicious Software has been introduced into the Supplier System, so far as practicable
  - (i) prevents the harmful effects from the Malicious Software; and (ii)removes the Malicious Software from the Supplier System.

## 15 End-user Devices

15.1 The Supplier must, and must ensure that all Subcontractors, manage all End-user Devices on which Government Data is stored or processed in accordance with the following requirements:

- (a) the operating system and any applications that store, process or have access to Government Data must be in current support by the vendor, or the relevant community in the case of open source operating systems or applications;
- (b) users must authenticate before gaining access;
- (c) all Government Data must be encrypted using a suitable encryption tool;
- (d) the End-user Device must lock and require any user to re-authenticate after a period of time that is proportionate to the risk environment, during which the End-user Device is inactive;
- (e) the End-User Device must be managed in a way that allows for the application of technical policies and controls over applications that have access to Government Data to ensure the security of that Government Data;
- (f) the Supplier or Subcontractor, as applicable, can, without physical access to the Enduser Device, remove or make inaccessible all Government Data stored on the device and prevent any user or group of users from accessing the device;
- (g) all End-user Devices are within the scope of any required Certification.

15.2 The Supplier must comply, and ensure that all Subcontractors comply, with the recommendations in NCSC Device Guidance as if those recommendations were incorporated as specific obligations under this Agreement.

## 16 Vulnerability scanning

16.1 The Supplier must:

- (a) scan the Supplier System at least once every month to identify any unpatched vulnerabilities; and
- (b) if the scan identifies any unpatched vulnerabilities, ensure they are patched in accordance with Paragraph 14.

## 17 Access control

17.1 The Supplier must, and must ensure that all Subcontractors:

- (a) identify and authenticate all persons who access the Supplier System before they do so;

- (b) require multi-factor authentication for all user accounts that have access to Government Data or that are Privileged Users;
- (c) allow access only to those parts of the Supplier System and Sites that those persons require;
- (d) maintain records detailing each person's access to the Supplier System.

17.2 The Supplier must ensure, and must ensure that all Subcontractors ensure, that the user accounts for Privileged Users of the Supplier Information Management System:

- (a) are allocated to a single, individual user;
- (b) are accessible only from dedicated End-user Devices;
- (c) are configured so that those accounts can only be used for system administration tasks;
- (d) require passwords with high complexity that are changed regularly;
- (e) automatically log the user out of the Supplier System after a period of time that is proportionate to the risk environment during which the account is inactive; and
- (f) are:
  - (i) restricted to a single role or small number of roles;
  - (ii) time limited; and
  - (iii) restrict the Privileged User's access to the internet.

## **18 Return and deletion of Government Data**

18.1 When requested to do so by the Buyer, the Supplier must, and must ensure that all Subcontractors:

- (a) securely erase any or all Government Data held by the Supplier or Subcontractor using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted; or
- (b) provide the Buyer with copies of any or all Government Data held by the Supplier or Subcontractor using the method specified by the Buyer.

## **19 Physical security**

19.1 The Supplier must, and must ensure that Subcontractors, store the Government Data on servers housed in physically secure locations.

## **20 Breach of security**

20.1 If the Supplier becomes aware of a Breach of Security that impacts or has the potential to impact the Government Data, it shall:


- (a) notify the Buyer as soon as reasonably practicable after becoming aware of the breach, and in any event within 72 hours.
- (b) provide such assistance to the Buyer as the Buyer requires until the Breach of Security and any impacts or potential impacts on the Buyer are resolved to the Buyer's satisfaction.

- (c) where the Law requires the Buyer to report a Breach of Security to the appropriate regulator provide such information and other input as the Buyer requires within the timescales specified by the Buyer.

## 21 Security Management Plan

- 21.1 This Paragraph 22 applies only where the Buyer has selected this option in paragraph 1.3.

### *Preparation of Security Management Plan*

- 21.2 The Supplier shall document in the Security Management Plan how the Supplier and its Subcontractors shall comply with the requirements set out in this Schedule  (*Security Management*) and the Agreement in order to ensure the security of the Supplier solution and the Buyer data.
- 21.3 The Supplier shall prepare and submit to the Buyer within 20 Working Days of the date of this Agreement, the Security Management Plan, which must include a description of how all the options selected in this schedule are being met along with evidence of the required certifications for the Supplier and any Subcontractors specified in Paragraph 3.

### *Approval of Security Management Plan*

- 21.4 The Buyer shall review the Supplier's proposed Security Management Plan as soon as possible and must issue the Supplier with either:
- (a) an information security approval statement, which shall confirm that the Supplier may operate the service and process Buyer data; or
  - (b) a rejection notice, which shall set out the Buyer's reasons for rejecting the Security Management Plan.
- 21.5 If the Buyer rejects the Supplier's proposed Security Management Plan, the Supplier must prepare a revised Security Management Plan taking the Buyer's reasons into account, which the Supplier must submit to the Buyer for review within 10 Working Days of the date of the rejection, or such other period agreed with the Buyer.

- 21.6 The rejection by the Buyer of a revised Security Management Plan is a material Default of this Agreement.

### *Updating Security Management Plan*

- 21.7 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Buyer, at least once each year and as required by this Paragraph.

### *Monitoring*

- 21.8 The Supplier shall notify the Buyer within 2 Working Days after becoming aware of:
- (a) a significant change to the components or architecture of the Supplier Information Management System;
  - (b) a new risk to the components or architecture of the Supplier Information Management System;
  - (c) a vulnerability to the components or architecture of the Supplier Information Management System using an industry standard vulnerability scoring mechanism;
  - (d) a change in the threat profile;
  - (e) a significant change to any risk component;
  - (f) a significant change in the quantity of Personal Data held within the Service;

- (g) a proposal to change any of the Sites from which any part of the Services are provided; and/or
- (h) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.

21.9 Within 10 Working Days of such notifying the Buyer or such other timescale as may be agreed with the Buyer, the Supplier shall make the necessary changes to the Security Management Plan and submit the updated Security Management Plan to the Buyer for review and approval.