



Crown  
Commercial  
Service

# G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

## Contents

<b>Contents</b>	<b>1</b>
Part A: Order Form	2
Schedule 1: Services	16
Schedule 2: Call-Off Contract charges	1
Part B: Terms and conditions	2
Schedule 3: Collaboration agreement	21
Schedule 4: Alternative clauses	22
Schedule 5: Guarantee	23
Schedule 6: Glossary and interpretations	24
Schedule 7: GDPR Information	35
Schedule 8: Integra Associates Limited Business Continuity Plan	38

## 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>Digital Marketplace service ID number</b>	243726507747213
<b>Call-Off Contract reference</b>	2021-515
<b>Call-Off Contract title</b>	Agresso Re-Implementation
<b>Call-Off Contract description</b>	Refer to the Requirements Specification
<b>Start date</b>	13 <sup>th</sup> August 2021
<b>Expiry date</b>	12 <sup>th</sup> August 2022
<b>Call-Off Contract value</b>	██████████
<b>Charging method</b>	Each payment shall be associated with a key milestone within the programme. Payment shall only be made upon completion of the relevant key milestone by the Supplier. Both parties must adhere to the agreed timescale to carry out their part of the agreement against <b>Schedule 1</b> . Payment shall be made in accordance with the payment terms described within <b>Call-Off Contract charges and payment</b> .
<b>Purchase order number</b>	

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

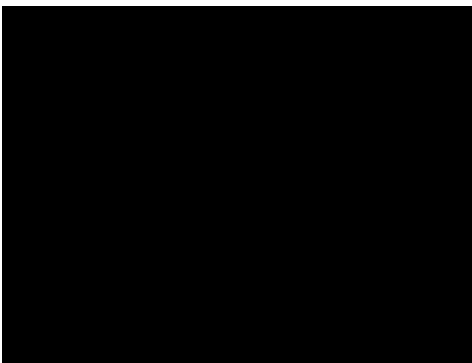
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

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

<b>From the Buyer</b>	AHDB  Stoneleigh Park  Kenilworth  CV8 2TL
<b>To the Supplier</b>	Integra Associates Limited  +44(0)333 444 1005  Studio 3  Phoenix Square  17 Morledge Street  Leicester  LE1 1TA  Company number: 03054901
<b>Together the 'Parties'</b>	

## Principal contact details

**For the Buyer:**



\_\_\_\_\_

<p><b>Start date</b></p>	<p>This Call-Off Contract Starts on <b>13<sup>th</sup> August 2021</b> and is valid for <b>12 months</b>.</p> <p>The date and number of days or months is subject to clause 1.2 in Part B below.</p>
<p><b>Ending (termination)</b></p>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>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>
<p><b>Extension period</b></p>	<p>This Call-off Contract can be extended by the Buyer for <b>four</b> period(s) of 3 months each, by giving the Supplier <b>30 days</b> written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>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>

	<a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
--	---

## 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 Section 2 and Schedule 1.</p>

<b>Additional Services</b>	Not Applicable.
<b>Location</b>	The Services will be delivered to  <b>AHDB</b>  <b>Stoneleigh Park</b>  <b>Kenilworth</b>  <b>CV8 2TL</b>
<b>Quality standards</b>	The quality standards required for this Call-Off Contract are  <b>AHDB has no specific quality standards applicable for this contract</b>
<b>Technical standards:</b>	The technical standards used as a requirement for this Call-Off Contract are  <b>AHDB has no specific quality standards applicable for this contract</b>
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are <b>described within Schedule 1.</b>
<b>Onboarding</b>	<b>AHDB has no specific onboarding plans applicable for this contract.</b>
<b>Offboarding</b>	The offboarding plan for this Call-Off Contract is:  In the event of early termination of the call-off contract:  The buyer will <ul style="list-style-type: none"> <li>• Review all completed work and make payment as appropriate and approved in a timely manner</li> </ul> The supplier will

	<ul style="list-style-type: none"> <li>• Ensure the buyers live environment is not adversely impacted by any partially completed system changes, configuration and/or data migration</li> <li>• Cease access to the buyers' environment</li> <li>• Return all AHDB equipment with immediate effect</li> </ul>
<b>Collaboration agreement</b>	Not applicable.
<b>Limit on Parties' liability</b>	<p>The maximum total liability of each Party under this Contract shall be three times the amount set out in relation to that Party.</p> <p>In respect of any claim or series of connected claims arising out of the same cause in any year whether arising from negligence, breach of contract or otherwise:</p> <ul style="list-style-type: none"> <li>(a) the maximum aggregate liability of AHDB shall be the greater of £100,000 or 125% of the cumulative total Call-Off Contract Value.</li> <li>(b) the maximum aggregate liability of the Supplier shall be the greater of £1,000,000 or 125% of the cumulative total Call-Off Contract Value.</li> </ul> <p>The amounts above may only be amended in Writing and prior to the event in relation to which a claim is made.</p> <p>Nothing in this Contract shall limit either Party's liability for death or personal injury which may arise as a direct result of that Party's negligent act or omission, or for fraud or fraudulent misrepresentation.</p>

<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Force majeure</b>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than <b>30</b> consecutive days.</p>
<b>Audit</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits:</p> <p>Audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for</p> <p>AHDB staff will be available for the following tasks:</p> <ul style="list-style-type: none"> <li>• Project Management: it is specified that AHDB will take overall management responsibility for the project with AHDB's appointed Project Manager being supported by the Integra Project Manager.</li> <li>• Test Manager/Coordinator: to manage and administer User Acceptance Testing of the upgraded system and any new functionality implemented as part of the project. This role may be combined with the Project Manager role or may be separately resourced.</li> </ul>



	<ul style="list-style-type: none"> <li>• Technical Services To provide technical support through the life of the project; and to provide support to live implementation.</li> <li>• End Users to undertake User Acceptance Testing.</li> <li>• In addition to the above, Key/Senior Users from AHDB will be required to, inter alia, attend any required workshops, consultancy sessions, meetings, make decisions in a timely manner, sign-off documentation and contribute to implementation planning and risk management.</li> <li>• End user training. The supplier has included time for their consultants to train AHDB's team in all of the solutions delivered. AHDB would remain responsible for any end user training and documentation required.</li> </ul>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes:</p> <p>AHDB to supply IT hardware capable of accessing the AHDB Unit4 environment and AD accounts with the required access / permissions.</p>

### Supplier's information

<b>Subcontractors or partners</b>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <div style="background-color: black; height: 15px; width: 15%;"></div>
-----------------------------------	--

### 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>	<p>The payment method for this Call-Off Contract is:</p> <p>AHDB shall raise a Purchase Order following its receipt of this Contract signed by the Supplier, the serial number of which shall be notified to the Supplier</p>
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is <b>monthly</b> in arrears.</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices <b>monthly</b> in arrears. The Buyer will pay the Supplier within <b>30</b> days of receipt of a valid invoice.</p>
<b>Who and where to send invoices to</b>	<p>AHDB's address for submission of invoices will be:</p> <p>Accounts Payable, AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL.</p> <p>Unless otherwise agreed, invoices relating to sums payable by AHDB may be sent by electronic mail in pdf format to APTeam@ahdb.org.uk.</p>
<b>Invoice information required</b>	<p>An invoice shall be deemed to be proper if it contains the following:</p> <ul style="list-style-type: none"> <li>(a) the serial number of AHDB's Purchase Order;</li> <li>(b) any AHDB reference code notified to the Supplier;</li> </ul> <p>The following information shall be provided contemporaneously with the invoice:</p> <ul style="list-style-type: none"> <li>(a) A description of the relevant period and activities to which the claim relates;</li> <li>(b) a breakdown of the Goods and Services supplied and any other documentation reasonably required by AHDB to substantiate the invoice.</li> </ul> <p>Unless otherwise agreed, a copy of each invoice shall be provided to AHDB's Primary Contact (electronic provision is acceptable).</p> <p>VAT will only be paid if a proper VAT invoice is submitted. The Supplier must exercise due care not to charge VAT on claims which are not chargeable to VAT.</p>

<b>Invoice frequency</b>	Invoice will be sent to the Buyer <b>monthly</b> .
<b>Call-Off Contract value</b>	The maximum value of this Call-Off Contract is £196,594.18.
<b>Call-Off Contract charges</b>	The breakdown of the Charges is described within <b>Schedule 2</b> .

### Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: <b>Agresso Improvement Project - Milestones and Payment Schedule</b>				
	Milestone		Planned		Payment Due Upon Completion of Milestone by End Date
			Start Date	End Date	
	1	Project Initiation PID Project Plan Resourcing Plan			
	2	Workshops Finance (with further subdivision) HR / Payroll <i>AHDB sign-off on solution</i>			
	3	Build Work Finance (with further subdivision) HR / Payroll			
	4	User Acceptance Testing / Training Finance (with further subdivision) HR / Payroll <i>AHDB sign-off on testing</i>			
	5	Go-live / Cutover			
	6	Post go-live review /			

	<p>Costs for agreed software / module purchases to be invoiced at the time of procurement</p> <p>It is recognised that the quotation provided has been calculated on a Time &amp; Materials basis (T&amp;M), however, AHDB have a fixed budget for the work as specified within Schedule 1: Services, this budget of [REDACTED] for time is based on the quotation provided. Barring any variation from the specification resulting in either more or less T&amp;M being required the Supplier will be expected to complete the work as specified within the budget agreed.</p> <p>Travel and subsistence expenses will be agreed between both parties prior to their being incurred. Where travel and subsistence expenses are incurred these will be invoiced at cost, monthly in arrears (in addition to the [REDACTED] services budget).</p> <p>The programme of work shall be reviewed and updated by the Supplier fortnightly, in discussion and agreement with AHDB. The programme of work shall be used to monitor project progress, deliverables, time consumption and budget. Any required deviation from allocated days (and cost) will be flagged in advance for discussion and agreement by AHDB before any additional costs are incurred.</p> <p>Payment will be based on achievement of the agreed milestones.</p> <p>Each key milestone comprises a number of the deliverables described within Schedule 1. These deliverables shall be uploaded into Microsoft Teams. Upon achievement of each deliverable, the Supplier shall notify the AHDB project manager who shall ratify that it has been achieved and update Microsoft Teams.</p>
<b>Guarantee</b>	Not Applicable
<b>Warranties, representations</b>	Not applicable
<b>Supplemental requirements in</b>	Not applicable

<b>addition to the Call-Off terms</b>	
<b>Alternative clauses</b>	Not applicable
<b>Buyer specific amendments to/refine ments of the Call-Off Contract terms</b>	Not applicable
<b>Public Services Network (PSN)</b>	Not applicable
<b>Personal Data and Data Subjects</b>	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1

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 RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

**Signed for and on behalf of the Agriculture and Horticulture Development Board**

Signature: .....  
Name of signatory: .....  
Date: .....

**Signed for and on behalf of the Integra Associated Limited:**

Signature: .....  
Name of signatory: .....  
Date: .....

## Schedule 1: Services

# Agriculture and Horticulture Development Board

## **UNIT4 ERP OPTIMISATION PROJECT**

### Project Management - Agile

AHDB shall appoint a project manager. The project shall be managed using the Agile project management methodology. Suppliers must therefore be trained in Agile project management. AHDB shall administer the project using Microsoft Teams. The Supplier must be able to access and use Microsoft Teams.

AHDB shall not be responsible for providing training and guidance in either Agile or the use of Microsoft Teams.

### Contract Management

AHDB and the Supplier shall each appoint a contract manager. The contract managers and project manager shall meet routinely to discuss progress. Meetings shall be held via Microsoft Teams or in AHDB's Head Office in Stoneleigh, Kenilworth.

At the start of the contract, AHDB shall host a project commencement meeting with the Supplier. During this meeting, the programme of work and payment schedule submitted as part of the tender shall be refined and key milestones agreed.

The programme of work shall be regularly reviewed and updated by the Supplier, in agreement with AHDB. The programme of work shall be used to monitor project delivery.

AHDB shall agree a payment schedule with the Supplier during the project commencement meeting. Each payment shall be associated with a key milestone within the programme. Payment shall only be made upon completion of the relevant key milestone by the Supplier.

Each key milestone shall comprise a number of the deliverables described within this specification document. These deliverables shall be uploaded into Microsoft Teams. Upon achievement of each deliverable, the Supplier shall notify AHDB who shall ratify that it has been achieved and update Microsoft Teams.

### Required Services

AHDB understand the tight timescales but it is critical that they have a working core system by end of January 2022 in order to support the re-organisation of the organisation, the adoption of a product led delivery approach and introduction of accurate cost tracking (including the introduction of timesheets.)



Failure to go live in January 2022 would have serious negative impacts on AHDB's ability to meet its efficiency targets or deliver the improved service delivery for its customers.

Below are details of the current usage of Unit4 and the required enhancements.

In awarding the contract, AHDB reserve the right to prioritise some deliverables over others to achieve the January 2022 launch date.

Any dependency on bidder toolkits, accelerators or other pre-configuration tools should have been clearly identified including any fees for using such an approach.

## Finance Required improvements

The finance reimplementation is the critical activity for AHDB transformation programme. The ability to introduce a new hierarchical approach to the accounts structure, the introduction of accurate activity-based planning and cost tracking (including timesheets) and zero based budgeting will underpin the new product-based approach AHDB wish to introduce.

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
<b>PROCURE TO PAY</b>			
<b>Contracts</b>	Contract accounting or management is not undertaken.	Incorporate Contract Accounting module.  Contract Masterfile and workflow Contract Invoices and workflow.	<b>Contracts</b> Product master data review and expansion for use with Contracts New workflows Contract use in Requisition workflow Contract use in PO Update workflow Contract master file workflow Contract use in invoice workflow Ability to allocate spend against contracts Reporting capabilities to support year end commitments Blended Reporting incorporating contracts
<b>Suppliers</b>	A Unit4 ERP supplier form is used to capture new requirements with bespoke custom AG16s.  Supplier amendments are undertaken through a paper- based solution.	Move to a dynamic form capability for creation and amendment purposes.	<b>Suppliers</b> Dynamic form for new suppliers New supplier form workflow Dynamic form for amending suppliers  Amended supplier form workflow Sundry suppliers

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
<b>Products</b>		<p>Include analysis to support Common Procurement Vocabulary (CPV) reporting facilities.</p> <p>Combination of Amount and Quantity based products are required.</p>	<p><b>Products</b></p> <p>Assisting with Product Masterfile expansion</p> <p>Include Amount and Quantity based products</p> <p>Support automatic allocation of VAT codes at source</p> <p>Extending product analysis to include CPV</p>
<b>Commitments &amp; Budget Checking</b>	AHDB do not currently use the Commitments ledger, this is partially due to the Auto-generation of Goods received notes at the point the Purchase order is created.		<p><b>Commitments &amp; Budget Checking</b></p> <p>Setup commitments accounting</p> <p>Setup Funds checking</p>
<b>Workflow Approvals</b>	<p>Workflow approval processes are defined around amount limits in line with the Standard Financial Instructions (SFI's) using the existing posting categories on the source transaction, supplemented by Senior office approval.</p> <p>Work Order - £10,000</p> <p>Budget Manager- £50,000</p> <p>Director - £150,000</p>	<p>Within the Chart of Accounts section below, proposed changes removing reporting characteristics from the transaction codes are identified, this will require all Financial approval process rules to be reviewed and adjusted to support a transactional and hierarchical approval structure.</p>	<p><b>Workflow Approvals</b></p> <p>Workflow approvals review and setup - new scheme of delegation</p> <p>Change workflows to use new scheme</p>

3

1

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	<p>Chief Officer -£200,000</p> <p>CEO - £250,000</p> <p>Over and above these approvals there are Sector Directors who have to approve spend over £50,000. In certain circumstances if a transaction covers all 6 sectors and is of high value then this may require up to 11 people involved in the approval process. The current approval process requires approval at each tier. This will create bottlenecks and delays and should be reviewed in line with the current SFIs and SOs.</p>		
<b>Auto GRN</b>	<p>Currently all Purchase orders are classified as receipted at the point the order is created by using the Auto GRN order type. This means that when an Invoice is rec'd the existing workflow process send the Invoice to the original</p>	<p>Implement goods receipting (non-auto)</p> <p>Add secondary approval by authorising officer.</p>	<p><b>Auto GRN</b></p> <p>Implement goods receipting (non-auto)</p> <p>Add secondary approval by authorising officer</p>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	requisitioner for them to clarify if the goods/services have been rec'd.		
<b>SALES TO CASH</b>			
<b>Customers</b>	The Levy customer base is relatively static with a small number of additions and changes throughout the year, the miscellaneous customer base fluctuates as you would expect. Levy based customers are requested, with amendments approved outside of the system, then created in CRM manually and finally created and or amended manually in Unit4 ERP.	No changes to customer creation process	No changes to customer creation process
<b>Invoicing</b>	Levy customers will complete a combination of paper based or web based electronic statistical returns, to enable Invoices to be generated. This information is then output into a LG04 BIF template to be generated and imported into the solution.	Unit4 is moving away from BIF formatted documents.  Depending upon the Sector and seasonal variations these will be Weekly, Monthly or Annually.	<b>Invoicing</b> Conversion of BIF template Implement Mass Sales Orders

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
		<p>Implement Mass Sales Orders</p> <p>Different letter styles can be directed to different Customer types using collection codes.</p> <p>Setup reminder letters, collection codes and reminder processes</p>	
<b>Debt Recovery</b>	<p>Levy customers will complete a combination of paper based or web based electronic statistical returns, to enable Invoices to be generated. This information is then output into a LG04 BIF template to be generated and imported into the solution.</p> <p>CRM is used to store customer correspondence rather than the Action Overview which has been</p>	<p>Unit4 is moving away from BIF formatted documents. Depending upon the Sector and seasonal variations these will be Weekly, Monthly or Annually.</p> <p>Implement Mass Sales Orders</p> <p>Different letter styles can be directed to different</p>	<p><b>Debt Recover</b></p> <p>Setup reminder letters, collection codes, reminder processes</p>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	<p>used in the past but is not able to bring together the statistical and survey information to make this a viable solution.</p> <p>Aged debt reporting is undertaken from within Unit4 ERP; however, the dunning(reminder) process is undertaken outside of the product mainly for political reasons as historically not wanting to send Board Members reminders letters.</p>	<p>Customer types using collection codes.</p> <p>Setup reminder letters, collection codes and reminder processes.</p>	
<b>BANK RECONCILIATION</b>	<p>AHDB use Barclays Bank, there have been suggestions that they may have to move to use the Government banking service, however this would not be financially beneficial.</p> <p>In total there are 8 bank accounts, all but one is GBP sterling accounts, the remaining one is a Euro Account which supports</p>	<p>Auto posting can be created for standing regular transaction such as generic Bank Charges. Those that are specific to particular transaction will be charged to the "Product" area.</p> <p>Interface to Barclays.net download</p>	<p><b>Bank Reconciliation</b></p> <p>Interface to Barclays.net download</p> <p>Autoposting setup</p>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	<p>the French subsidiary. The 7 accounts with the least number of transactions are currently reconciled using the Unit4 ERP solution and manual statements. The main account is reconciled outside of Unit4 ERP using Excel.</p> <p>In future the Main account will be incorporated within the Unit4 ERP reconciliation process utilising an electronic feed provided as a download from Barclays.net.</p> <p>AHDB do not have a cash receipting solution so cash items identified on the bank statement will be extracted and used as the basis for a general ledger cash posting.</p>	Setup Auto-posting	
<b>GL &amp; ACCOUNTING STRUCTURE</b>	Created as posted journals with supplementary documentation, approved outside of the system.	<p>Creation of Document Archive for Journals, to allow documentation to be stored securely with U4ERP.</p> <p>Create workflow process to</p>	<p><b>GL &amp; Accounting Structure</b></p> <p>Setup new attributes for new chart of accounts</p> <p>Populate new attributes with new values</p> <p>Create new rules for new chart of accounts</p> <p>Implement new rules for new chart of accounts</p>



PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
		facilitate the use of Registered journals.	Create new reporting hierarchies Setup of Journal workflow approval Setup of Journal document archive
<b>PROJECT COSTING &amp; BILLING</b>	<p>To facilitate the move to a more commercial based services style organisation AHDB will extend the use of the Project Costing and Billing currently in use. Currently every transaction is posted to a workorder identifier, however this is not for full PCB processing.</p> <p>Timesheet processing will be incorporated in order that full time and material based costs can be captured and analysis can be undertaken and where necessary this can drive customer billing in association with the sales order invoicing process included above.</p> <p>Timesheets will used to capture time for cost analysis purposes only, it is not seen as a mechanism to manage staff time with the associated line or project</p>	<p>Project Structure: Project – An identifier where costs and income can be captured and controlled. They are linked internally to Cost Centres and Project Managers and externally to a Customer for billing purposes.</p> <p>Workorder – A breakdown of a Project into discreet sub project elements, they are specific to the project. Could align to Phases/Work packages within the project.</p> <p>Activity – Used in time sheets to analyse the time into classifications of work type, these can be high level or very granular. They are not specific to certain Project or Workorders and therefore available across the solution unless data control is incorporated.</p>	<p><b>Project Costing and Billing</b> Setup Timesheet processing Setup missing timesheet alerts Approval of timesheets Reporting of missing timesheets Customer billing using PCB</p>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	manager approval processes. Missing timesheet reporting will be required to ensure all costs are captured.	There are instances when AHDB and other organisations collaborate on a specific piece of work, providing staff time and or financial assistance. In these instances, time recording of external hours in PCB would be required to identify the total hours spent but there would be no direct costs associated or recharged.	
<b>BUDGETING and FORECASTING</b>	<p>AHDB currently set all their budgets outside of the system in Excel and load the final position into Unit4 ERP planner. The new model to be incorporated into the organisation will be based on the activities and products that the levy payers require to be undertaken.</p> <p>The budget setting capabilities of the Unit4 FP&amp;A product are more aligned to providing this type of budget build as well as more detailed</p>		<p><b>Budgeting and Forecasting</b></p> <p>FP&amp;A Implementation to be considered as a possible phase 2 addition</p> <p>Changes to Planner</p>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	Forecasting capabilities. Unit4 have demoed this product to AHDB and it is possible that this may be incorporated into the revised solution as a secondary phase.		
<b>HYPOTHECATION</b>	Hypothecation is the process of apportionment of costs and budgets held currently at work order level, across the business units. The apportionment drivers are held individually on each rechargeable work order which are then used via Excelerator post back routines to re-allocate. The re-allocation process is undertaken on a monthly basis with the drivers being maintained on a year-by-year basis.	<b>Hypothecation</b> Switch BIF to post back	
<b>EXPENSES</b>	All staff expenses are re-imbursed through Accounts Payable, compared with Member expenses being refunded through Payroll.	Expenses are mostly in place and the requirement is to ensure that it continues to operate in the new position-based logic.	

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	<p>The Expenses Experience pack is used with Line manager approvals and a secondary Finance approval. The Finance approval is around VAT compliance and the need to split lines within a claim between the two elements based on the receipts submitted.</p> <p>With the introduction of Position and a hierarchical based structure, expenses will need to be captured at position level to allow for individuals with multi employments</p> <p>1 in 2 employees currently have a organisation credit card, the import file does not use Merchant Category Groups or codes linked to Products and onwards through Product Groups into account codes, so the process of allocating costs although tried and tested is a time consuming one</p>		<p><b>Expenses</b></p> <p>Setup expenses re-imbursed though accounts payable</p> <p>Expenses experience pack setup</p> <p>Expenses workflow</p> <p>Expenses approval hierarchy structure</p> <p>Amend credit card cost import process to use MCC on products</p>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
	across the organisation. The file import process uses bespoke customised AG16 scripts to read the file, outside of the standard Unit4 scripts.		
<b>SYSTEMS ADMINISTRATION</b>	Security and access profiles are based on the current solution.	Review security profiles to support revised solution.	<b>Systems Administration</b> Setup positions Allocate roles to positions Allocate positions to users
	Security profiles (roles) are attached at each User level.	Move security to Positions once Position profiles are defined.	
<b>DATA MIGRATION</b>	AHDB's financial year runs from April through to March therefore a part year go-live will required, which will entail a migration of data from the current solution into the new build. Due to the internal and statutory reporting requirements AHDB will require the current and previous years data to be migrated at GL transactional level. This will cover Financial data sets.		<b>Data Migration</b> Data migration, static data and attributes  Data Transformation Previous year, and current year transactional data migration

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)	ELEMENTS
TECHNOLOGY			<b>Technology</b> Use of mobile app technology i.e. timesheets, expenses and tasks  Rebuild unchanged elements of existing client in new client

## HR Required improvements

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)
<b>Employee Access</b>	<p>Employees can use the Web client to:</p> <ul style="list-style-type: none"> <li>- View their payslip/P60s/P11Ds etc.</li> <li>- Request absences.</li> <li>- Approve Return To Work forms.</li> <li>- Request expenses.</li> <li>- Update home address and emergency contact details.</li> </ul>	<ul style="list-style-type: none"> <li>- Increase self-service functionality by adding read and/or write access to a number of areas, such as Bank Details and Diversity.</li> <li>- Increase self-service functionality by adding additional forms to U4ERP that the Employee can generate and send into workflow.</li> </ul>
<b>Line Manager Access</b>	<p>In addition to their Employee access, Managers can use the Web client to:</p> <ul style="list-style-type: none"> <li>- Approve absence requests.</li> <li>- Approve expenses claims.</li> <li>- Access additional reporting for their team's absences etc.</li> <li>- Complete online forms, such as Return To Work and Change to Terms &amp; Conditions.</li> </ul>	<ul style="list-style-type: none"> <li>- Increase self-service functionality by adding additional forms to U4ERP that the Line Manager can generate and send into workflow.</li> <li>- Increase reporting functionality, giving Line Managers access to more data and creating additional notification alerts.</li> <li>- Provide the ability to view data for ALL reportees, not just direct-reports, and give higher-level manager additional reporting capabilities (including remuneration).</li> </ul>
<b>HR Access</b>	<p>In addition to their Employee access, HR can use the Desktop client to:</p> <ul style="list-style-type: none"> <li>- Access Employee data, mainly in read-only format.</li> <li>- Run and create Browser reports.</li> <li>- Add data to the system where required.</li> <li>- Payroll also have access to the Desktop client, and can use the system for a wide range of Payroll activities.</li> </ul>	<ul style="list-style-type: none"> <li>- Update HR's access to the Web client so that it mirrors their Desktop access (where possible).</li> <li>- Increase access to allow HR to update additional areas of the system with workflow for notification / approval.</li> <li>- Creation of additional reporting tools and mechanisms.</li> </ul>
<b>Position Management</b>	<ul style="list-style-type: none"> <li>- Position Management not yet being used to its full potential.</li> <li>- Line management is manually maintained through the "ResNo" relation on each resource.</li> </ul>	<p>Creation of Positions within the Position Register which would allow:</p> <ul style="list-style-type: none"> <li>- Full structure planning and reporting;</li> <li>- Automatic maintenance of a Resource's employment history;</li> </ul>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)
	<ul style="list-style-type: none"> <li>- Several “dummy”-type positions are held on the Position Register, but employment history is kept on a Flexi-field tab on the Personnel Register.</li> <li>- Role Profiles and other position-associated documentation is held on a shared drive, with some Role Profiles also held within a Resource’s personnel files (outside of U4ERP).</li> <li>- Modeler is not being used to view the Position structure.</li> <li>- Updates given via an automated export to Active Directory.</li> </ul>	<ul style="list-style-type: none"> <li>- Specifying of roles, responsibilities, competence and training requirements for each position;</li> <li>- Automatic update of Line Manager relation (using the U4 AG16 “HRMGR”);</li> <li>- Links between Pay Bands (A – H) and the creation of value references for Minimum and Maximum salary ranges;</li> <li>- Creation of payment and deduction flags for positions, where required;</li> <li>- Access roles to be held against Positions;</li> <li>- The use of Modeler to view and update structures.</li> <li>- Storage of documents against each Position using Document Archive;</li> <li>- Improve Line Manager reports that focus on their own establishment and allow them to propose changes, which will be work flowed for approval.</li> <li>- The use of Modeler, instead of Active Directory, for Employee to view structures.</li> </ul>
<b>Employment (Contractual) Changes</b>	<ul style="list-style-type: none"> <li>- Use of a “Change To Terms &amp; Conditions” form is used by Line Managers for most employment changes.</li> <li>- These changes are received and processed by the Payroll team.</li> <li>- A change of working pattern is managed via a paper Payroll Form (P-Form).</li> <li>- For extensions to Fixed Term Contracts (FTCs), a “Request To Fill” form is used within U4ERP.</li> </ul>	<ul style="list-style-type: none"> <li>- Enhance the “Change To Terms &amp; Conditions” form to encompass any contractual changes (including Work Patterns).</li> <li>- Give access to the HR Team to make the necessary changes to the Employment tab on the Personnel Register, and then make Payroll aware of the change with workflow for notification / approval.</li> <li>- Creation of Document Archive for all contractual-change-related documentation.</li> </ul>
<b>On-Boarding</b>	<ul style="list-style-type: none"> <li>- Hireserve is used to manage vacancies, outside of the U4ERP system.</li> <li>- A “Request To Fill” form is created in U4ERP and then, once approved, the data from this is typed into Hireserve.</li> <li>- The Careers Portal is used for both internal and external recruitment, as well as any Agency recruitment.</li> </ul>	<ul style="list-style-type: none"> <li>- Creation of a two-way interface between U4ERP and Hireserve, to help transfer vacancies and the details of successful candidates. In addition, the ability to bring any necessary documentation from Hireserve into U4ERP for new starters.</li> <li>- Enhance the “Request To Fill” form to take account of changes made as part of the Position Management process.</li> <li>- Creation of electronic “Probation” form within U4ERP,</li> </ul>



PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)
	<ul style="list-style-type: none"> <li>- No current interface between Hireserve and U4ERP.</li> <li>- Payroll set-up new Resources and, once done, the Resource is set-up as a User within U4ERP.</li> <li>- Probationary process takes place on a paper form.</li> </ul>	<ul style="list-style-type: none"> <li>including any necessary workflows, alerts and letters.</li> <li>- Creation of Document Archive for all on-boarding documentation.</li> </ul>
<b>Leavers</b>	<ul style="list-style-type: none"> <li>- Once a resignation letter is received, HR fill-out a paper Leaver Form and submit this to Payroll for processing. HR also generate any necessary letters as part of this process.</li> <li>- This process is the same for any other types of on-payroll leavers (e.g. Dismissals, AWOL, Retirements etc).</li> <li>- Process for non-payroll leavers is inconsistent.</li> </ul>	<ul style="list-style-type: none"> <li>- Creation of online Leaver Form, with necessary workflow, alerts, letters and Leaver Checklist.</li> <li>- Creation of Exit Interview Form, with any necessary workflow and alerts.</li> <li>- Online Leaver Form to also include any non-payroll Leavers (i.e. used for ANY resource type).</li> <li>- Creation of relevant alerts to let Line Managers know that they have a vacancy that they might wish to fill (prompting them to start the "Request To Fill" process).</li> <li>- Creation of Document Archive for all leaver-related paperwork within U4ERP.</li> </ul>
<b>Absence</b>	<ul style="list-style-type: none"> <li>- Employees input requests for all Absence Types, including Sickness, using the Absence Experience Pack.</li> <li>- Line Manager approves/rejects these requests.</li> <li>- "Return To Work" form generated in U4ERP by the Line Manager upon the employee's return. This form is not linked to a specific period/periods of absence.</li> <li>- No trigger points current held within the system.</li> <li>- Phased return-to-works not currently recorded.</li> <li>- Standard Maternity/Paternity (etc) screens not currently used.</li> <li>- HOL1 and HOL2 not currently being used. Annual Leave balances are maintained using a customised AG16.</li> <li>- Payroll manually input starting balances (H005) at the beginning of each AL year.</li> <li>- Annual Leave year runs from 01 January to 31</li> </ul>	<ul style="list-style-type: none"> <li>- Move all sickness input to Line Managers, to ensure this is done on the first day of the Employee's absence.</li> <li>- Enhance the "Return To Work" form to include cross-referencing to specific period(s) of absence.</li> <li>- Create Absence Code connections to Payroll to allow rules (e.g. Sickness Schemes, Maternity etc) to be automatically calculated.</li> <li>- Creation of Sickness Trigger Point reporting, including notification alerts to Line Managers and HR.</li> <li>- Add the functionality to record phased return-to-works, including setting any necessary payroll connections.</li> <li>- Creation of links between standard Maternity/Paternity (etc) screens and Payroll, allowing recording to be done in this way.</li> <li>- Update the configuration of Annual Leave to include multiple Annual Leave schemes (e.g. one for hours, one for days), Bank Holiday processing, automatic Carry-over and the use of HOL1 and HOL2.</li> <li>- Increase Absence reporting capabilities for Line Managers and</li> </ul>

PROCESS AREA	CURRENT APPROACH	REQUIRED ENHANCEMENT(S)
	<p>December each year.</p> <ul style="list-style-type: none"> <li>- Any carryover from one AL year to another is done manually.</li> <li>- Annual Leave is in hours for part-time staff, and days for full-time staff.</li> <li>- Bank Holidays are recorded within the system.</li> <li>- Small pockets of staff have different Annual Leave schemes, based on historical reasons.</li> <li>- Leadership roles get an additional 5 days of Annual Leave per year.</li> <li>- Each employee gets one or two "Privilege Days" of Annual Leave, that have to be taken between Christmas and New Year.</li> <li>- No automated links between any Absence Codes and Payroll processing.</li> <li>- Reports available to Employees and Line Managers to view absence records.</li> </ul>	<p>HR team.</p>
<b>Case Management</b>	<ul style="list-style-type: none"> <li>- All Case Management documentation is stored outside of U4ERP, on an HR-Shared-Drive.</li> <li>- A tracker sheet is used, outside of U4ERP, to track the progress of any cases.</li> </ul>	<ul style="list-style-type: none"> <li>- Creation of Case Management area within U4ERP to increase reporting capability and the use of notification alerts.</li> <li>- Creation of Document Archive for all cases, to allow documentation to be stored securely with U4ERP.</li> </ul>
<b>Training Administration &amp; Performance Management</b>	<ul style="list-style-type: none"> <li>- All training &amp; development and performance review (PDR) activities takes place in the Learning Academy (Skillgate).</li> <li>- List of current employees is manually extracted and sent to Skillgate each month.</li> </ul>	<ul style="list-style-type: none"> <li>- Creation of interface between U4ERP and Skillgate to automatically update Skillgate with the list of current employees.</li> <li>- Further enhancement of this interface would allow training/learning/qualification requirements to be held against Positions in U4ERP and then fed into Skillgate for gap-analysis purposes.</li> </ul>

[illegible]

1. *Journal of the American Medical Association*, 2000; 283: 2689-2693.

## Part B: Terms and conditions

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

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

### 2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)

- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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' 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 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
  - 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 its own due diligence

## 6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions, found within Schedule 8.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

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

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it

accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

## 9. Insurance

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

- 9.2 The Supplier will ensure that:

- 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

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

- 9.4.1 a broker's verification of insurance
- 9.4.2 receipts for the insurance premium
- 9.4.3 evidence of payment of the latest premiums due



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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

## 10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 11.5.1 rights granted to the Buyer under this Call-Off Contract
  - 11.5.2 Supplier's performance of the Services
  - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
  - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
  - 11.6.2 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
  - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
  - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
  - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

- 12.1 The Supplier must:
  - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
  - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

- 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
  - 12.2.1 providing the Buyer with full details of the complaint or request
  - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
  - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
  - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

### 13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
  - 13.6.1 the principles in the Security Policy Framework:  
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:  
<https://www.gov.uk/government/publications/government-security-classifications>
  - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:  
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

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

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

## 14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

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

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

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

## 15. Open source

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

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

## 16. Security

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

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

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

16.4 Responsibility for costs will be at the:

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

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

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach).

Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

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

- 18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending



- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

## 21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

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

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

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition
22. Handover to replacement supplier
- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
- 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
  - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.
23. Force majeure
- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

## 24. Liability

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

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

## 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

## 26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

## 28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

## 29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
  - 29.2.1 the activities they perform
  - 29.2.2 age
  - 29.2.3 start date
  - 29.2.4 place of work
  - 29.2.5 notice period
  - 29.2.6 redundancy payment entitlement

- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

### 30. Additional G-Cloud services

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

## 31. Collaboration

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

## 32. Variation process

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

## 33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

## Schedule 3: Collaboration agreement

Schedule 3 not used.

## Schedule 4: Alternative clauses

Schedule 4 not used.



## Schedule 5: Guarantee

Schedule 5 not used.

## 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 Section 2 (Services Offered) 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 Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.

<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
<b>Data Subject</b>	Takes the meaning given in the 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>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<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') which implements the Acquired Rights Directive.

<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-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</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>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
<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 Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>GDPR</b>	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>	<p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> </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 CCS'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, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<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 section 6 (What you report to CCS).
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>Processing</b>	Takes the meaning given in the GDPR.
<b>Processor</b>	Takes the meaning given in the 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 Section 2 (Services Offered) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<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/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the 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: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

### 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]  
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]  
[REDACTED]
- 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.

Descriptions	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 paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• Staff HR and Payroll data</li><li>• Pensioner Payroll data</li><li>• Supplier and Customer contact details</li></ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>• N/A</li></ul> <p><b>The Parties are Joint Controllers</b></p>

	<p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller</li> <li>• N/A</li> </ul>
Duration of the Processing	13/08/2021 – 12/08/2022
Nature and purposes of the Processing	Access to Personal Data for the purpose of migration from existing systems to new re-implemented systems.
Type of Personal Data	Name, address, telephone number, date of birth, date of joining/leaving employment, NI number, tax code, salary and benefits, next of kin
Categories of Data Subject	<p>Staff (including temporary workers and agency staff)</p> <p>Pensioners</p> <p>Supplier contact details</p> <p>Levy payer contact details</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	Data will not leave the AHDB controlled environment

## Annex 2: Joint Controller Agreement

Annex 2 not used.

# Schedule 8: Integra Associates Limited Business Continuity Plan

## BUSINESS CONTINUITY POLICY

### Introduction

This Business Continuity policy helps Integra have an executable plan to ensure the business can continue to operate in case of emergency. Emergencies considered to be significant risks for Integra, and which are covered in this policy are:

- key personnel loss,
- IT systems failure, and
- loss of access to premises.

### Responsibilities

The senior management team (SMT) are jointly responsible for maintaining business continuity, and this policy will be reviewed annually by the SMT. The SMT members on the recovery team are:

Name	E-Mail	Mobile
██████████	████████████████████	██████████
██████████	████████████████████	██████████
██████████	████████████████████	██████████

Responsibility for internal and external communication lies jointly with the SMT.

### Key Personnel

Continuity of service is important to our customers, and the unexpected short or long-term absence of any member of staff has the potential to disrupt services. In the event of unexpected absence, the following plans are in place:

**Application and Technical Consultants and project managers.** Integra employ a dedicated resource co-ordinator who maintains a skills database of all employed and associate consultants to enable rapid deployment of alternative personnel. We also maintain contact with selected employment agencies who understand our skill requirements, and with selected business partners who have the requisite skills to supply various types of resource. In addition, it is part of our ISO9001 procedures that all work undertaken by consultants is kept up to date in our secure SharePoint project delivery folders to ensure that work undertaken by any staff can be picked up by another if required.

**SMT.** In the event of loss of an SMT member the immediate plan is for other SMT members to pick up key aspects of the role.

Integra is joining the Arribatec Group, the world's largest independent provider of services related to the provision of services related to the Unit4 ERP software, and for loss of all types of key personnel there are resources within the group who can be called upon in the event of loss of key personnel.

### IT Systems

Business continuity of our IT systems is largely dealt with via agreements with third party suppliers as all critical systems including accounting data, development systems and document filing are all held in third party supplier systems with SLAs for disaster recovery written into agreements with suppliers.

Our IT security policy outlines measures in place to ensure IT security and minimise the threat to IT systems.



## Backup, disaster recovery and continuity.

This is how we will respond to potential interruptions to our business:

- Severe transport disruption
  - Initial Response - alert staff, remote working
  - All systems can be accessed from the Internet
- Unable to access office because of flood, fire, civil disorder, etc.
  - Initial Response - alert staff, remote working
  - All systems can be accessed from the Internet
- Loss of internet / and or phone connection
  - Initial Response – review potential downtime.
  - Recovery – temporarily move the server to a location: -
    - Midsys Office
    - An employee's house
  - No other business systems are restricted in this way
- Loss or theft of critical systems.
  - Initial Response and recovery – restore the backup at Midsys offices.
  - A full backup is taken offsite each week.

## Offices

Integra have two offices based in Leicester and Manchester. In the event of either office becoming temporarily or permanently inaccessible we have measures in place to enable all staff to be able to work from home. These measures have been tested and found to be effective during the Covid-19 Pandemic.