



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

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Part A: Order Form

Digital Marketplace service ID number	252983416618269
Call-Off Contract reference	DWP_GCloud12_BrambleHub_23935
Call-Off Contract title	IBM REDACTED – FOI SECTION 43 Software Support
Call-Off Contract description	IBM REDACTED – FOI SECTION 43 Software Support
Start date	1 st April 2021
Expiry date	31 st March 2022
Call-Off Contract value	Up to a maximum of £356,000 (exclusive of VAT) subject to individually governed Variations. The Services set out in Schedule 1 are approved at a maximum value of REDACTED – FOI SECTION 43 for Year 1.
Charging method	Fixed Price
Purchase order number	To be confirmed by Buyer post contract signature

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.

From the Buyer	Department for Work and Pensions DWP Commercial Directorate Finance Group 5th Floor 2 St Peter's Square Manchester M2 3AA
To the Supplier	Bramble Hub Limited 9e Albert Embankment London SE1 7SP Company number: 04136381 SME: Yes
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: REDACTED - FOI SECTION 40

Name: REDACTED - FOI SECTION 40

Email: REDACTED - FOI SECTION 40

Phone:

For the Supplier:

Title: REDACTED - FOI SECTION 40

Name: REDACTED - FOI SECTION 40

Email: REDACTED - FOI SECTION 40

Phone: REDACTED - FOI SECTION 40

Call-Off Contract term

Start date	The Services set out in Schedule 1 shall commence on the Start date of 1 st April 2021 and shall continue for a period of 12 months i.e. until 31 st March 2022, subject to the Ending and Extending provisions.
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Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1). The Buyer is additionally entitled to End the Call Off-Contract in accordance with the following clause: 1. Service Improvement Plan Failure Without prejudice to any other rights of the Buyer to End this Call Off Contract, where there is a failure of a Service Improvement Plan as described in paragraph 6 of Schedule 2, the Buyer shall be entitled to End this Call Off Contract for Material Breach that is not capable of remedy pursuant to clause 18.5.
Extension period	This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier one month's written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below. 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.

Buyer contractual details

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

G-Cloud lot	This Call-Off Contract is for the provision of Services under: • Lot 3: Cloud support
G-Cloud services required	It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract. The overarching Services which could be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:

	• Third party independent support for IBM Software Service ID: S252983416618269  252983416618269-service-definition-do Specifically, the Services being delivered by the Supplier to the Buyer and its Affiliate are set out in Schedule 1. Future / additional services, where required, will be added as Variations to Schedule 1. “Affiliate” for the purposes of this Call Off Contract means BPDTS Limited.
Additional Services	Additional Services are not applicable to this Call-Off Contract unless this Call-Off Contract is subsequently varied post the Start Date through the Variation process set out in clause 32 of this Call-Off Contract.
Location	The Services will be delivered by the Supplier to the Buyer remotely.
Quality standards	The quality standards required for this Call-Off Contract are as per the G Cloud framework standards and ISO27001 and as set out in Schedule 1.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as set out in Schedule 1
Service level agreement:	The service level criteria required for this Call-Off Contract are set out within Schedule 1.
Onboarding	Not applicable.

Offboarding	The Supplier shall undertake the following offboarding activities: • Handover all artefacts/data relating to the scope of Services (Schedule1) to the Buyer at the time of offboarding without any cost implications or IPR restriction – see clause 11 • De-brief the Buyer/replacement supplier (at Buyer discretion) on any open Issues • Knowledge Transfer to Buyer/replacement supplier (at Buyer discretion) • Return of any Buyer's equipment • Deletion of Buyer data • Continue to work on open Issues for up to twenty (20) days following termination/expiry, except as agreed otherwise with the Buyer. At the end of the offboarding and handover period, removal of security clearance and site/system access for the Supplier by the Buyer. For the avoidance of doubt, no additional charges shall be payable by the Buyer for the completion of Supplier service handover, transition and offboarding activities.
Collaboration agreement	Not applicable.
Limit on Parties' liability	The annual total liability of either Party for all Property Defaults will not exceed £1m. The annual total liability for Buyer Data Defaults will not exceed £500,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other Defaults will not exceed the greater of £100,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The limit on Parties' liabilities set out in this section is an aggregate limitation and not a per Affiliate limitation.

Insurance	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than thirty (30) consecutive days.
Audit	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: Clauses 7.4 to 7.13 of the Framework Agreement.
Buyer's responsibilities	Not applicable.
Buyer's equipment	Not applicable.

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners: Origina UK Limited Tower 42 25 Old Broad Street London United Kingdom EC2N 1HN Company number: 05318150
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS (Bankers Automated Clearance Service).
Payment profile	The payment profile for this Call-Off Contract is set out in Schedule 2.
Invoice details	The Supplier will e-invoice SSCL. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice at SSCL.
Who and where to send invoices to	Where electronic invoices are emailed, they shall be emailed to the following SSCL shared inbox: REDACTED - FOI SECTION 40
Invoice information required	All invoices must include purchase order number, contract reference and Buyer's reference details. The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described in Part B, clause 7.5 of the Call Off Contract. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out in Schedule 2 and the provisions of this Call-Off Contract.
Invoice frequency	The Supplier shall invoice the Year 1 Charges on 1 st April 2021. Where the Buyer exercises one or more extension options, the Supplier shall invoice the Charges for Services in such extension period on the commencement date of such extension period.
Call-Off Contract value	Up to a maximum of £356,000 (exclusive of VAT) subject to individually governed Variations. The Services set out in Schedule 1 are approved at a maximum value of REDACTED – FOI SECTION 43 for Year 1 exclusive of VAT.
Call-Off Contract charges	The breakdown of the Charges is set out in Schedule 2.

Additional Buyer terms

Performance of the Service and Deliverables	The Services to be performed by the Supplier are set out in this Call Off Contract. The Supplier shall at all times perform the Services in accordance with Good Industry Practice.
Guarantee	REDACTED – FOI SECTION 43
Warranties, representations	REDACTED – FOI SECTION 43
Supplemental requirements in addition to the Call-Off terms	Security Clearance The Supplier and its Subcontractors shall comply with HMG Baseline Personnel Security Standard (BPSS)/ Government Staff Vetting Procedures Version 6.08/01/2015 in respect of all persons who are employed or engaged by the Supplier and its Subcontractors in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Buyer and the Supplier and its Subcontractors. The HMG Baseline Personnel Security Standard / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. A Guide for DWP Suppliers has been prepared and attached below. guide-for-dwp-contractors-bpss.pdf The Supplier confirms that all Supplier Staff shall hold BPSS clearance at the Start Date and for the Term of the Call Off Contract. For Supplier Staff requiring privileged access, SC clearance will be provided through an agreed process with the Buyer. Offshoring

The Supplier has confirmed that the Services do not fall within the definition of Offshoring as stated in the Buyer's Offshoring Policy.

The Supplier shall at all times comply with the Buyer's Offshoring Policy. In the event that Offshoring is envisaged at any point during the Term of this Call-Off Contract, the Supplier shall immediately notify the Buyer and the Parties shall discuss and the Buyer shall agree the appropriate requirements for the Supplier to satisfy its obligations under this clause and the Buyer's Offshoring Policy (which will require an Enterprise Security Risk Management assessment being undertaken by the Buyer) prior to any Offshoring taking place.



DWP OFFSHORING POLICY V4.0

A GUIDE FOR DWP CONTRACTORS

v4 March 2016

Prohibited Acts

The Supplier shall not, and shall ensure that any staff shall not, commit any Prohibited Act. If the Supplier, its staff or anyone acting on the Supplier's behalf engages in a Prohibited Act, the Buyer may terminate the Call-Off Contract and recover from the Supplier the amount of any Loss suffered by the Buyer as a result.

Any termination under this clause of the Call-Off Contract will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.

TUPE

Application of TUPE on the Start date and termination – for the purposes of this Call-Off Contract the Parties have agreed this Call-Off Contract on the basis that TUPE should not

	apply. The Supplier shall indemnify the Buyer from the Start date of this Call-Off Contract for any Loss as a result of any claims arising from non-transferring staff of the Supplier or Supplier Subcontractors. Subcontractors Notwithstanding any permission or consent granted by the Buyer relating to any subcontracting arrangement or knowledge that Buyer has of any subcontracting arrangements, the Supplier shall remain fully responsible for the delivery of the Services and the performance of all its other obligations under this Agreement. In particular, reference to “Origina” in Schedule 1 shall be interpreted as reference to the Supplier and shall not in any affect or in any way diminish or vary the Services, Service Levels or other obligations of the Supplier under this Call Off Contract, nor shall it operate to relieve the Supplier of any liability under this Call Off Contract.
Alternative clauses	Not applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Clause 6.1 shall be refined to read as follows: The Supplier will have a clear business continuity and disaster recovery plan (a copy of which has been provided to the Buyer). Clause 18.3 is not applicable to this Call-Off Contract and shall be amended to read “Not used”.
Public Services Network (PSN)	Not applicable.
Personal Data and Data Subjects	See Schedule 7: 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	Supplier	Buyer
Name		
Title		
Signature		
Date		

Schedule 1: Services

1. Scope of Services

The Supplier shall, with effect from 1st April 2021, provide the Services (as set out in this Schedule 1).

2. Definitions

The following definitions apply in this Schedule 1:

“As is basis” means that the Supplier and its Assigned GIEs shall provide such advice, help and answers that they are able to as per their expertise, knowledge and skillset. The Service Levels set out in this Schedule 1 do not apply to advice or help provided on an “as is” basis.

“Business Hours/Business Days” means Monday – Friday (8am – 6pm) (GMT/BST) excluding British public holidays, unless otherwise expressly agreed by the parties.

“First-generation” means that the program is a Supporting Program of software identified in paragraph 7 (Supported Software Products) of this Schedule 1.

“GIE” means Global IBM Expert.

“Initial Response” refers to the time period within which the Supplier will respond and acknowledge the Buyer’s Issue or request which can be raised via Origina’s online portal or via the phone (depending on the priority of the Issue).

“Supporting Program” is a program that is part of another IBM program (“the Principal Program”) and has been identified as a Supporting Program in the Principal Program’s L.I. (Licence Information) (see definition in IPLA).

“Target Resolution Time” means the time period within which the Supplier will use reasonable endeavours to resolve the Issue and which runs from the Initial Response time.

3. Services

The Services fall into three categories:

Troubleshooting: A service to fix, solve or remedy a bug, defect or problem with the Software Products which is causing impact on the operation of the software or the business of the Buyer. The Buyer raises an Issue with the Supplier and following that, the Supplier and the Assigned GIEs shall seek to solve the Issue.

Service Requests: The Supplier helps the Buyer understand the Software Products, how the Software Products work, answers “how-to requests”, assists in understanding the functionality of Software Products and how to interpret or understand IBM manuals, etc. A Service Request is distinct from Troubleshooting as the former is concerned with fixing Issues and not providing advice on the Software Products.

Meet the Experts: Once in every quarter, the Supplier will offer a range of advice to the Buyer including tips, cutting-edge knowledge, best practices, and anything else that the Buyer wishes to ask the Assigned GIEs which the latter is able to answer. This is provided on an “as is” basis.

Service	Description
Troubleshooting	
Telephone, email, and online based technical support	The Supplier provides telephone, email and online support for incidents, defects, faults, bugs or other issues (“Issue”) which affect the running or operation of the Software Products. Once the Issue is raised by the Buyer with the Supplier, it is triaged together by the Supplier and the Buyer and assigned a priority between 1 to 4. A 24/7/365 phone service which is responded to within 30 minutes is available for all P1 and P2 Issues. For P3 and P4 Issues, these should be logged online via Origina’s Self-Service Portal.
Ownership over whole lifecycle	The Supplier’s technical support team takes ownership of the Issue for its whole lifecycle. For P1 Issues, the Supplier will work as hard as they can to solve the Issue within the shortest time possible. For P2 to P4 Issues, the Supplier will work to solve the Issue within the Target Resolution Time as set out in the Service Level Table in paragraph 5 of this Schedule 1.
Fault isolation & diagnosis	The Supplier’s Level One technical support team will engage with the Buyer’s technical teams to identify the cause giving rise to the Issue. The Supplier’s Level One team will consult with the Assigned GIE.
Problem resolution	Having carried out the analysis, the Supplier will seek to find and implement a solution. This could be the: • Creation of a workaround or patch • Application of software fix from IBM (if so entitled) • Instructions and advice as how to implement the solution
Updates	The Supplier shall provide updates on the steps that it is taking to diagnose and solve the Issue (the frequency is set out in table below)
Service Request (Description and SLA) Is where the Buyer has a question or query and seeks advice on or help with the Software Products which fall under or relate to the subject matters set out below (“Service Request”). The Buyer is entitled without charge to up to 4 man-hours from one or more GIEs (“GIE Hours”) for each Service Request. Should the Buyer require additional time over the allocated four GIE Hours per a Service Request, the Buyer may choose one of the following three options: • Ask the question or query at a Meet the Experts Session • Agree a fixed price for the Service Request with the Supplier • Pay the Supplier’s current hourly rates for GIE Hours as set out in the Additional Services Fees Table (Schedule 2) The Supplier will inform the Buyer once its 4 GIE Hours have expired or whether a Service Request is likely to take more than 4 GIE Hours.	

Service	Description
The Supplier will respond to a Service Request within one (1) Business Day and the Target Resolution Time will be as agreed by the Buyer and Supplier.	
Product installation advice	Advice relating to: • Specific usage/installation questions for documented functions of the Software Products. • Compatibility and interoperability questions relating to the Software Products. • Installing an upgrade for the Software Products (where Buyer is entitled to the upgrade).
Configuration questions	Advice relating to: • Configuring the Buyer's Software Products. • Optimising performance of the Software Products.
Advice on your IBM Software	Advice relating to: • Navigating documentation of the Software Products. • Using documented functions/features of the Software Products. • Data backup.
Meet the Experts Session A Meet the Experts Session is a dedicated virtual or onsite workshop with the Assigned GIEs or other Supplier subject matter experts. This will be coordinated by the Supplier's Customer Success Manager. The Supplier will schedule these sessions on a quarterly basis, the duration of which will be decided by the Supplier and the Buyer based on amount of requirements to cover. The ability to hold these workshops onsite will be subject to the restrictions and concerns imposed by Covid-19. At a session, the Buyer may ask the Assigned GIE whatever questions it wishes relating to or concerning the Software Products. The Assigned GIE will answer questions on an "as is" basis*.	
Examples	Advice relating to: • Interoperability issues - e.g. Buyer wishes to upgrade a third-party program and wants to understand whether such will give rise to interoperability or interface issues with Software Products. • Hardware assistance - advice as to rebuilding/reconfiguring the hardware and operation system for Software Products. • Long Standing issues - sorting out long-standing problems with the Software Products.

4. Troubleshooting – Service Levels

4.1 Upon an issue, problem or defect ("**Issue**") arising with the Software Products, the following procedure shall apply:

- a) The Buyer shall, acting in good faith and reasonably, identify the priority (in

accordance with the table below) of the Issue and report it by the communication means identified in the table below.

- b) The Supplier shall respond within the Initial Response Time (see table below) relevant to that priority.
- c) The Supplier and the Buyer shall then, both acting in good faith and reasonably and collaboratively, triage the Issue and allocate a priority to it (which may be the same, upwards or downwards to the priority first identified by the Buyer). That shall then become the priority for the Issue.
- d) The Supplier shall then use all reasonable endeavours to fix the Issue in accordance with the Target Resolution Time (see table below) and in any event, in the case of a Priority 1, as quickly as possible.

5. Service Levels

The Supplier shall perform the Services in accordance with the following Service Levels:

Priority	Description	Initial Response Time	Method of communication	Target resolution time
1	The Issue is such that the Buyer is unable to use the Software Product, or the Issue is having a critical impact on the Buyer's business.	30 minutes; 24x7x365	Telephone only	6 hours
2	The Issue is such that the Software Product is useable, but its functionality is severely limited, or the Issue is having a serious impact on the Buyer's business.	2 Business Hours	Telephone only	Within one Business Day
3	The Issue is such that the functionality of the Software Product is useable, but its functionality is materially impaired, or the Issue is having a material but not serious impact on the Buyer's business.	4 Business Hours	Online via Origina's Self-Service Portal but in exceptional cases by telephone	Within five Business Days
4	The Issue is such that it causes little impact on the running and operation of the IBM Software Product or the Issue has little impact on the Buyer's business.	1 Business Day	Online via Origina's Self-Service Portal but in exceptional cases by telephone	Will be on agreement between both parties

Service Request	A "How To" question or request for advice and guidance not directly related to a current Issue.	1 Business Day	Online via Origina's Self-Service Portal but in exceptional cases by telephone	Will be on agreement between both parties
Raising a ticket - Any telephone call will be answered within 30 minutes (24/7/365). - The Buyer should raise P1 and P2 Issues by telephone only. - Tickets for P3 and P4 Issues should be logged online via Origina's Self-Service portal but in exceptional cases, they may be raised by telephone (e.g. if the Issue is complex and difficult to explain or access to the self-service portal is prohibited). Target Resolution Time In the case of a P1 Issue, the Supplier shall start working on solving the Issue as soon as the request is logged and shall use all reasonable endeavours to fix the Issue as quickly as possible. The Supplier shall provide updates to the Buyer at regular intervals (minimum every 2 hours). A root cause analysis shall be performed on every P1 call. In the case of P2, P3 and P4 Issues, the Supplier shall use all reasonable endeavours to fix the Issue by the Target Resolution Time. The Supplier's employees and Assigned GIEs will take each, every and all steps and actions that are commercially feasible (i.e. use all reasonable endeavours) to fix the Issue and do so by the Target Resolution Time (and in the case of a P1 Issue, as quickly as possible). However, the Supplier cannot and does not warrant or guarantee that it can fix an Issue (whether by the Target Resolution Time or at all).				

6. Service Improvement Plan

- 6.1 The Buyer shall be entitled to require the Supplier to produce and implement a service improvement plan ("**Service Improvement Plan**") in either of the following circumstances:
- P1 Issues: if there are >1 in 3 P1 Issues where either the Target Response Time and/or Target Resolution Time is not met; or
 - P2 Issues: if there are >1 in 4 P2 Issues where either the Target Response Time and/or Target Resolution Time is not met.
- 6.2 Where the Target Response Time and/or Target Resolution Time for a subsequent P1 Issue (i.e. subsequent to the P1 Issues set out in sub-paragraph 6.1a) is not met, this shall constitute a failure of the Service Improvement Plan pursuant to which the Buyer is entitled to terminate the Call Off Contract in accordance with the Service Improvement Plan failure clause set out in Part A.
- 6.3 Where the Target Response Time and/or Target Resolution Time for a subsequent P2 Issue (i.e. subsequent to the P2 Issues set out in sub-paragraph 6.1b) is not met, this shall constitute a failure of the Service Improvement Plan pursuant to which the Buyer is entitled

to terminate the Call Off Contract in accordance with the Service Improvement Plan failure clause set out in Part A.

Worked examples:

There is a P1 Target Response Time and/or Target Resolution Time failure in month 1; followed by a P1 Target Response Time and/or Target Resolution Time failure in month 2; the Buyer is entitled to require the Service Improvement Plan; there is a P1 Target Response Time and/or Target Resolution Time failure in month 3; the Buyer is entitled to terminate.

There is a P1 Target Response Time and/or Target Resolution Time failure in month 1; followed by a P1 Target Response Time and Target Resolution Time achievement in month 2; followed by a P1 Target Response Time and/or Target Resolution Time failure in month 3; the Buyer is entitled to require the Service Improvement Plan; there is a P1 Target Response Time and/or Target Resolution Time failure in month 4; the Buyer is entitled to terminate.

There is a P1 Target Response Time and/or Target Resolution Time failure in month 1; followed by a P1 Target Response Time and Target Resolution Time achievement in month 2; followed by a P1 Target Response Time and/or Target Resolution Time failure in month 3; the Buyer is entitled to require the Service Improvement Plan; there is a P1 Target Response Time and Target Resolution Time achievement in month 4; there is a P1 Target Response Time and/or Target Resolution Time failure in month 5; the Buyer is entitled to require the Service Improvement Plan etc.

7. Supported Software Products

The Services shall be performed in respect of the Software Products detailed in the Table below:

REDACTED – FOI SECTION 43

Where a program is not listed above but is a first generation “Supporting Program”, the Supplier shall support the same on an “as is” basis*. The Service Levels set out in paragraph 5 in this Schedule 1 shall not apply to these programs.

8. Scope limitations

8.1 Excessive or extraordinary demands

8.1.1 Origina is a software maintenance and support company and not a software education or training company. It reasonably assumes that its service recipients’ employees have a reasonable understanding and familiarity of the Software Products and have suitably qualified IT personnel.

8.1.2 Accordingly, the Supplier reserves the right to charge additional fees calculated

in accordance with the fees set out in the Additional Service Fees Table where the Buyer's employees or representatives make excessive or extraordinary demands for assistance or support from Origina because the above assumptions are not in fact correct. Thus, examples of where the Supplier would charge additional fees are:

- a) Basic instructions have not been followed.
- b) The Buyer raises the same issue multiple times via different incidents or service requests.
- c) Abusive use of Service Requests, i.e. raising the same or closely connected Service Requests several times to circumvent the 4 GIE Hour limit per Service Request.

8.1.3 The Supplier shall never charge additional fees for excessive or extraordinary demands or abusive use of Service Requests without giving prior warning and without obtaining prior approval from the Buyer that it accepts such fees prior to the work being carried out.

8.2 Projects

8.2.1 Where the Buyer wishes the Supplier to carry out bespoke services which are not Services, the Buyer and the Supplier shall discuss such and agree and sign a Variation for the same if the Supplier considers that it has competency, expertise, wherewithal and time to carry out the Project and agreement can be reached on price. Examples of such may be:

- a) Detailed License Review - The output is a clear and concise report detailing exact software license & product version entitlements for the Software listed in Schedule.
- b) Migration of data or Software Product to another operating system and/or hardware environment
- c) Writing of bespoke software, APIs etc

9. Service Management

9.1 Buyer Liaison

The Buyer's principal point of contact shall be the Supplier's Origina Customer Success Manager assigned to the Buyer. He or she will arrange a weekly review (or as agreed between the Buyer and the Supplier) with the Buyer to discuss the following:

- Supplier's performance to date
- Arranging Meet the Expert Sessions
- Outstanding tickets
- Other services that the Buyer may want the Supplier to provide

The Buyer will also be assigned a Supplier account manager who will be in charge of

the relationship, strategy, escalation, and commercials.

9.2 Service Reviews

Formal service reviews shall take place between the Buyer, the Supplier and Origina, either on-site at Buyer premises or remotely, as required by the Buyer. Such meetings shall initially take place at monthly intervals, but may, at the Buyer's discretion, be moved to quarterly.

No less than five (5) calendar days' prior to each service review meeting, the Supplier shall submit a service report to the Buyer. The format and content of the service report is to be agreed with the Buyer, however shall contain the following as a minimum:

- Issues and Service Requests raised in the service period
- Performance against the Service Levels in the service period
- Escalations

Schedule 2: Call-Off Contract charges

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

All Charges are stated exclusive of VAT. All Charges are not subject to indexation or other inflationary increase during the Term (including any Extension period).

1. Service Charges

The Charges for the Services are as follows:

REDACTED – FOI SECTION 43

2. Extension Options

Where the Buyer exercises the option to extend the Call-Off Contract into Year 2, the Charges for the Services in Year 2 shall be as set out below, according to whether the Services are extended for a period of six months or twelve months.

REDACTED – FOI SECTION 43

Charges for extension periods other than as set out above shall be subject to mutual agreement.

For the avoidance of doubt, the Charges are inclusive of Supplier offboarding activities.

3. Additional Services Fees

Where additional fees are payable (see Schedule 1 paragraph 8), such fees shall be calculated in accordance with the following:

REDACTED – FOI SECTION 43

* Expenses shall not be incurred except as authorised in advanced by the Buyer, and are to be charged in accordance with the Buyer's expense policy attached below.



Expenses Policy.docx

4. Termination for Convenience

For the avoidance of doubt, the Buyer shall not be entitled to a refund of any Charges for Services paid in advance to the Supplier where the Call-Off Contract is terminated for convenience in accordance with clause 18.1.

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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.
- 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

Not applicable to this Call-Off Contract.

Schedule 4: Alternative clauses

Not applicable to this Call-Off Contract.

Schedule 5: Guarantee

Not applicable to this Call-Off Contract.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or 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.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.

Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: • 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 • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular

	bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	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.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	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
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • 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 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.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.

Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those

	services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand

	• a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: • 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 • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	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.
LED	Law Enforcement Directive (EU) 2016/680.

Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.

Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	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: • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: 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 - FOI SECTION 40
- 1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED - FOI SECTION 40
- 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	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Supplier Staff for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	Supplier Processing The Supplier is not engaged to Process Buyer Personal Data, however, the Supplier may (i) have the ability to access Buyer Personal Data by virtue of access to Buyer systems and/or (ii) receive Buyer Personal Data by virtue of correspondence between the Parties. In respect of (i), all such Buyer Personal Data will remain within the Buyer estate and the Buyer will remain responsible for all data

	handling controls. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer. In respect of (ii), the nature of the Processing by the Supplier shall be limited to the storage and retrieval of Buyer Personal Data as is necessary for the Supplier to contact and communicate with the Buyer in order to properly perform this Call Off Contract. Buyer Processing The nature of the Processing by the Buyer shall be for the recording, storage and retrieval of Supplier Staff business contact details and images. The purpose of such Processing by the Buyer is in order to receive the Services under this Call Off Contract and will include such Processing as is required in accordance with Buyer standard practice in order to permit access to Buyer data, information technology systems and premises.
Type of Personal Data	Name, business e-mail address, business telephone number, and in respect of Supplier Staff image
Categories of Data Subject	Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Supplier is the Controller
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or	Erase or destroy appropriately

Member State law to preserve that type of data	
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Annex 2: Joint Controller Agreement

Not applicable