

G-CLOUD SERVICES CALL-OFF TERMS

HEALTH AND SOCIAL CARE INFORMATION CENTRE - and -

Information Risk Management Plc relating to

the provision of G-Cloud Services.

CALL-OFF AGREEMENT TERMS AND CONDITIONS

THIS CONTRACT is made on the 01st day of September 2014

BETWEEN

1. **HEALTH AND SOCIAL CARE INFORMATION CENTRE** of 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE (the "Customer"); and
2. **Information Risk Management Plc** whose registered office is at IRM Cheltenham House Clarence Street Cheltenham GL50 3JR] (the "Supplier").

IT IS AGREED AS FOLLOWS:**CO-1 OVERRIDING PROVISIONS**

- CO-1.1 The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier's own terms and conditions as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.
- CO-1.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier's terms and conditions) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
- CO-1.2.1 the Framework Agreement (excluding Framework Schedule 2)
- CO-1.2.2 the Clauses of this Call-Off Agreement (excluding Supplier Terms);
- CO-1.2.3 the completed Order Form;
- CO-1.2.4 the Collaboration Agreement (Framework Schedule 7);
- CO-1.2.5 the Supplier's terms and conditions as set out in the Framework Schedule 1 (G-Cloud Services); and
- CO-1.2.6 any other document referred to in the Clauses of this Call-Off Agreement.
- CO-1.3 The Supplier acknowledges and accepts that the order of prevailing provisions as set out in Clause CO-1.2 above.

CO-2 PREVENTION OF BRIBERY AND CORRUPTION

- CO-2.1 If the Supplier breaches
- CO-2.1.1 Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,
- CO-2.1.2 the Bribery Act 2010 in relation to the Framework Agreement
- the Customer may terminate this Call-Off Agreement.
- CO-2.2 The Parties agree that the Management Charge payable in accordance with Clause FW-9 does not constitute an offence under section 1 of the Bribery Act 2010.

CO-3 PROTECTION OF INFORMATION

- CO-3.1 The provisions of this Clause CO-3, shall apply during the Call-Off Agreement Period and for such time as the Supplier holds the Customer Personal Data.
- CO-3.2 The Supplier shall and shall procure that Supplier's Staff comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with the Call-Off Agreement.
- CO-3.3 To the extent that the Supplier is Processing the Order Personal Data the Supplier shall: