

# **RM6098 Framework Schedule 6a (Short Order Form Template and Call-Off Schedules)**

## **Order Form**

CALL-OFF REFERENCE:	<b>C350252</b>
THE BUYER:	Secretary of State for Health, Department of Health and Social Care on Behalf of the Crown
BUYER ADDRESS	39 Victoria Street, Westminster, London SW1H 0EU
THE SUPPLIER:	Trustmarque Solutions Limited
SUPPLIER ADDRESS:	Marlborough House, Westminster Place, York Business Park, York YO26 6RW
REGISTRATION NUMBER:	02183240
DUNS NUMBER:	397428608
SID4GOV ID:	Not applicable

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables as set out in this Order Form. It is issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Services.

### **CALL-OFF LOT(S):**

Lot 3 Software

### **CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6098
  - Joint Schedule 1 (Definitions)
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
- Call-Off Schedules for RM6098
  - Call-Off Schedule 6 (ICT Services)

5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form.

6. Joint Schedule 5 (Corporate Social Responsibility) RM6098.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

##### **Special Terms 1: Additional Definition for Call-Off Schedule 6 (ICT Services)**

“Microsoft Enrolment” means the Microsoft contract pack that the Buyer signs, creating a contract directly with Microsoft for the products sold under this Call-Off Contract.

##### **Special Terms 2: Applicable clauses in Call-Off Schedule 6 (ICT Services)**

The parties agree that only paragraphs 3,4,5,7, 9.3, Annex A to E shall apply to Call-Off Schedule 6 (ICT Services).

##### **Special Terms 3: Discounted Prices in CALL OFF CHARGES**

The Supplier warrants that the Charges set out in the table below (Table 1) shall represent the highest level of discount on the products listed (based on the volumes ordered) available to the Buyer through the agreements made by Microsoft with the Crown Commercial Service and the National Health Service England. The prices in Table 1 take the best available discount that can be acquired either through Crown Commercial Service’s ‘SPA 24’ or the ‘NHS England Memorandum of Understanding’ that are available in March 2025. If the Buyer discovers that this warranty is not met, then the Supplier shall be obliged to reduce the Charges made to the Buyer to the amount equivalent to the maximum discount.

CALL-OFF START DATE: 1st April 2025

CALL-OFF EXPIRY DATE: 31st March 2026

CALL-OFF INITIAL PERIOD: 12 months

#### CALL-OFF DELIVERABLES

Supply of Microsoft licences, including Microsoft CSP. The licences being purchased are set out in the Call-Off Charges section to this Order Form.

#### LOCATION FOR DELIVERY

The products shall be delivered remotely.

#### DATES FOR DELIVERY

1<sup>st</sup> April 2025 to 31<sup>st</sup> March 2026.

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be in accordance with the relevant standard Microsoft product warranties published by Microsoft from time to time during the term of this Call-Off Contract.

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms with the following amendment: remove the text “the greater of £5 million or”; and replace “150%” with “125%”, which shall therefore set the limitation of liability at 125% of the Estimated Yearly Charges only.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£3,110,641.45** .

#### CALL-OFF CHARGES

**Table 1**

--



Schedule 6 (ICT services). The fees are used as a call off basis from a held purchase order, up to the value of £150,000

PAYMENT METHOD:

BACS

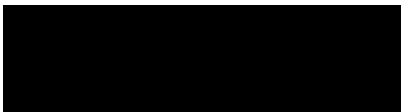
BUYER'S INVOICE ADDRESS:

Invoices to be sent, quoting a valid purchase order number, to:

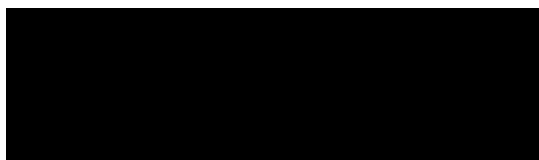
[itpurchaserequests@dhsc.gov.uk](mailto:itpurchaserequests@dhsc.gov.uk) Copied to [AccountsPayable@dhsc.gov.uk](mailto:AccountsPayable@dhsc.gov.uk)

Department of Health & Social Care  
Accounts Payable  
1st Floor  
39 Victoria Street  
London SW1H 0EU

BUYER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

As set out in Joint Schedule 4.

GUARANTEE

Not applicable.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

## Joint Schedule 1 (Definitions)

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
  - 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;

1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

- (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

<b>Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " <b>Achieved</b> ", " <b>Achieving</b> " and " <b>Achievement</b> " shall be construed accordingly;
<b>Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
<b>Admin Fee"</b>	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: <a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> ;
<b>Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;



<b>Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>Annex"</b>	extra information which supports a Schedule;
<b>Approval"</b>	the prior written consent of the Buyer and " <b>Approve</b> " and " <b>Approved</b> " shall be construed accordingly;
<b>Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a. verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;</li> <li>c. verify the Open Book Data;</li> <li>d. verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law;</li> <li>e. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g. obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>h. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i. carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>j. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</li> <li>k. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</li> </ul>
<b>Auditor"</b>	<ul style="list-style-type: none"> <li>a. the Relevant Authority's internal and external auditors;</li> <li>b. the Relevant Authority's statutory or regulatory auditors;</li> </ul>

	<p>c. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d. HM Treasury or the Cabinet Office;</p> <p>e. any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>f. successors or assigns of any of the above;</p>
<b>Authority"</b>	CCS and each Buyer;
<b>Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
<b>BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
<b>Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
<b>Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form;
<b>Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
<b>Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
<b>Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
<b>Call-Off Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
<b>Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract;
<b>Call-Off Expiry Date"</b>	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
<b>Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form;
<b>Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
<b>Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
<b>Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;

<b>Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form;
<b>Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
<b>CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
<b>Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>a. Government Department;</li> <li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>c. Non-Ministerial Department; or</li> <li>d. Executive Agency;</li> </ul>
<b>Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
<b>Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
<b>Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
<b>Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
<b>Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
<b>Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
<b>Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <b>confidential</b> ") or which ought reasonably to be considered to be confidential;

<b>Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
<b>Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires;
<b>Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
<b>Contract Value"</b>	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
<b>Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " <b>Controlled</b> " shall be construed accordingly;
<b>Controller"</b>	has the meaning given to it in the UK GDPR;
<b>Core Terms"</b>	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
<b>Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> <li>a. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> <li>i. base salary paid to the Supplier Staff;</li> <li>ii. employer's National Insurance contributions;</li> <li>iii. pension contributions;</li> <li>iv. car allowances;</li> <li>v. any other contractual employment benefits;</li> <li>vi. staff training;</li> <li>vii. work place accommodation;</li> <li>viii. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>ix. reasonable recruitment costs, as agreed with the Buyer;</li> </ul> </li> <li>b. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</li> <li>c. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and</li> </ul>

	<p>properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e. Overhead;</p> <p>f. financing or similar costs;</p> <p>g. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h. taxation;</p> <p>i. fines and penalties;</p> <p>j. amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>k. non-cash items (including depreciation, amortisation, impairments and movements in provisions).</p>
<b>CRTPA"</b>	the Contract Rights of Third Parties Act 1999;
<b>"Cyber Essentials Equivalent"</b>	<p>ISO27001 certification where:</p> <p>a. the Cyber Essentials requirements, at either basic or Plus levels as appropriate, have been included in the scope, and verified as such; and</p> <p>b. the certification body carrying out this verification is approved to issue a Cyber Essentials certificate by one of the accreditation bodies</p> <p>This would be regarded as holding an equivalent standard to Cyber Essentials.</p>
<b>Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>Data Protection Legislation"</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
<b>Data Protection Liability Cap"</b>	the amount specified in the Framework Award Form;
<b>Data Protection Officer"</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject"</b>	has the meaning given to it in the UK GDPR;
<b>Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>Deductions"</b>	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
<b>Default"</b>	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement

	of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
<b>Default Management Charge"</b>	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
<b>Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>Deliverables"</b>	Goods and/or Services that may be ordered under the Contract including the Documentation;
<b>Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. " <b>Deliver</b> " and " <b>Delivered</b> " shall be construed accordingly;
<b>Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
<b>Dispute"</b>	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
<b>Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
<b>Documentation"</b>	descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as: <ul style="list-style-type: none"> <li>l. would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</li> <li>m. is required by the Supplier in order to provide the Deliverables; and/or</li> <li>n. has been or shall be generated for the purpose of providing the Deliverables;</li> </ul>
<b>DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary

	legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
<b>DPA 2018"</b>	the Data Protection Act 2018;
<b>Due Diligence Information"</b>	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
<b>Effective Date"</b>	the date on which the final Party has signed the Contract;
<b>EIR"</b>	the Environmental Information Regulations 2004;
<b>Electronic Invoice"</b>	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
<b>Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
<b>End Date"</b>	the earlier of: <ul style="list-style-type: none"> <li>a. the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2);</li> <li>or</li> <li>b. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;</li> </ul>
<b>Environmental Policy"</b>	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
<b>Equality and Human Rights Commission"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Estimated Year Charges"</b>	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;

<b>Estimated Yearly Charges"</b>	means for the purposes of calculating each Party's annual liability under clause 11.2 : <ul style="list-style-type: none"> <li>i) in the first Contract Year, the Estimated Year 1 Charges; or</li> <li>ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</li> <li>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</li> </ul>
<b>Exempt Buyer"</b>	a public sector purchaser that is: <ul style="list-style-type: none"> <li>a. eligible to use the Framework Contract; and</li> <li>b. is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of: <ul style="list-style-type: none"> <li>i.the Regulations;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>ii.the Concession Contracts Regulations 2016 (SI 2016/273);</li> <li>iii.the Utilities Contracts Regulations 2016 (SI 2016/274);</li> <li>iv.the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</li> <li>v.the Remedies Directive (2007/66/EC);</li> <li>vi.Directive 2014/23/EU of the European Parliament and Council;</li> <li>vii.Directive 2014/24/EU of the European Parliament and Council;</li> <li>viii.Directive 2014/25/EU of the European Parliament and Council; or</li> <li>ix.Directive 2009/81/EC of the European Parliament and Council;</li> </ul>
<b>Exempt Call-off Contract"</b>	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
<b>Exempt Procurement Amendments"</b>	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;

<b>Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
<b>Exit Day"</b>	shall have the meaning in the European Union (Withdrawal) Act 2018;
<b>Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
<b>Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
<b>Financial Reports"</b>	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> <li>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</li> <li>b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</li> <li>c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract;</li> </ul> <p>and</p> <p>is certified by the Supplier's Chief Financial Officer or Director of Finance;</p>
<b>FOIA"</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with



	any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>Force Majeure Event"</b>	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none"> <li>a. riots, civil commotion, war or armed conflict;</li> <li>b. acts of terrorism;</li> <li>c. acts of government, local government or regulatory bodies;</li> <li>d. fire, flood, storm or earthquake or other natural disaster,</li> </ul> but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Sub-contractor's supply chain;
<b>Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>Framework Award Form"</b>	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
<b>Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
<b>Framework Contract Period"</b>	the period from the Framework Start Date until the End Date of the Framework Contract;
<b>Framework Expiry Date"</b>	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
<b>Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
<b>Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
<b>Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
<b>Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
<b>Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form;
<b>Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
<b>Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);

<b>UK GDPR"</b>	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
<b>General Anti-Abuse Rule"</b>	<ul style="list-style-type: none"> <li>a. the legislation in Part 5 of the Finance Act 2013 and; and</li> <li>b. any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;</li> </ul>
<b>General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>Gold Contract"</b>	a Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool;
<b>Goods"</b>	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
<b>Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the 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 within the relevant industry or business sector;
<b>Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>Government Data"</b>	<p>the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>i. are supplied to the Supplier by or on behalf of the Authority; or</li> <li>ii. the Supplier is required to generate, process, store or transmit pursuant to a Contract;</li> </ul>
<b>Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
<b>Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HM Government"</b>	Her Majesty's Government;
<b>HMRC"</b>	Her Majesty's Revenue and Customs;
<b>ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
<b>Impact Assessment"</b>	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

	<ul style="list-style-type: none"> <li>a. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>b. details of the cost of implementing the proposed Variation;</li> <li>c. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>d. a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>e. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</li> </ul>
<b>Implementation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
<b>Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract;
<b>Independent Controller"</b>	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and " <b>Independent Controller</b> " shall be construed accordingly;
<b>Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
<b>Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000;
<b>Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
<b>Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
<b>Insolvency Event"</b>	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> <li>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> <li>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of</li> </ul>

	<p>arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<b>Installation Works"</b>	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
<b>Intellectual Property Rights" or IPR"</b>	<p>a. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p>

	<p>b. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c. all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b>Invoicing Address"</b>	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
<b>IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
<b>IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> ;
<b>ISO"</b>	International Organization for Standardization;
<b>Joint Controller Agreement"</b>	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 ( <i>Processing Data</i> );
<b>Joint Controllers"</b>	where two or more Controllers jointly determine the purposes and means of Processing;
<b>Key Staff"</b>	the individuals (if any) identified as such in the Order Form;
<b>Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor;
<b>Key Subcontractor"</b>	<p>any Subcontractor:</p> <ul style="list-style-type: none"> <li>a. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</li> <li>b. which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</li> <li>c. with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p> </li></ul>
<b>Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
<b>Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of

	law, or directives or requirements with which the relevant Party is bound to comply;
<b>Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " <b>Loss</b> " shall be interpreted accordingly;
<b>Lots"</b>	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
<b>Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
<b>Management Information" or "MI"</b>	the management information specified in Framework Schedule 5 (Management Charges and Information);
<b>MI Default"</b>	means when two (2) MI Reports are not provided in any rolling six (6) month period
<b>MI Failure"</b>	means when an MI report: <ul style="list-style-type: none"> <li>a. contains any material errors or material omissions or a missing mandatory field; or</li> <li>b. is submitted using an incorrect MI reporting Template; or</li> <li>c. is not submitted by the reporting date (including where a declaration of no business should have been filed);</li> </ul>
<b>MI Report"</b>	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
<b>MI Reporting Template"</b>	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
<b>Milestone"</b>	an event or task described in the Implementation Plan;
<b>Milestone Date"</b>	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>Month"</b>	a calendar month and " <b>Monthly</b> " shall be interpreted accordingly;
<b>National Insurance"</b>	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
<b>New IPR"</b>	<ul style="list-style-type: none"> <li>a. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>b. IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</li> </ul>

	but shall not include the Supplier's Existing IPR;
<b>Occasion of Tax Non-Compliance"</b>	<p>where:</p> <ul style="list-style-type: none"> <li>a. any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>i.a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>ii.the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> </ul> </li> <li>b. any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</li> </ul>
<b>Open Book Data "</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>a. the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>b. operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>i.the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>ii.staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;</li> <li>iii.a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and</li> <li>iv.Reimbursable Expenses, if allowed under the Order Form;</li> </ul> </li> <li>c. Overheads;</li> <li>d. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</li> </ul>

	<p>e. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h. the actual Costs profile for each Service Period;</p>
<b>Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
<b>Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
<b>Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
<b>Other Contracting authority"</b>	any actual or potential Buyer under the Framework Contract;
<b>Overhead"</b>	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
<b>Parliament"</b>	takes its natural meaning as interpreted by Law;
<b>Party"</b>	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. " <b>Parties</b> " shall mean both of them where the context permits;
<b>Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
<b>Personal Data"</b>	has the meaning given to it in the UK GDPR;
<b>Personal Data breach"</b>	has the meaning given to it in the UK GDPR;
<b>Personnel"</b>	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
<b>Prescribed Person"</b>	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</a> ;
<b>Processing"</b>	has the meaning given to it in the UK GDPR;



<b>Processor”</b>	has the meaning given to it in the UK GDPR;
<b>Progress Meeting”</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
<b>Progress Meeting frequency”</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
<b>Progress Report”</b>	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
<b>Progress Report frequency”</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
<b>Prohibited Acts”</b>	<ul style="list-style-type: none"> <li>a. to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>i.induce that person to perform improperly a relevant function or activity; or</li> <li>ii.reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>b. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</li> <li>c. committing any offence: <ul style="list-style-type: none"> <li>i.under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>ii.under legislation or common law concerning fraudulent acts; or</li> <li>iii.defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> </li> <li>d. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</li> </ul>
<b>Protective Measures”</b>	appropriate technical and organisational measures which may include: pseudonymising 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 the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
<b>Rating Agency”</b>	as defined in the Framework Award Form or the Order Form, as the context requires;
<b>Recall”</b>	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects

	(including defects in the right IPR rights) that might endanger health or hinder performance;
<b>Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information;
<b>Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: <ul style="list-style-type: none"> <li>a. full details of the Default that has occurred, including a root cause analysis;</li> <li>b. the actual or anticipated effect of the Default; and</li> <li>c. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</li> </ul>
<b>Rectification Plan Process"</b>	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
<b>Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
<b>Reimbursable Expenses"</b>	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <ul style="list-style-type: none"> <li>a. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</li> <li>b. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</li> </ul>
<b>Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
<b>Relevant Authority's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</li> <li>b. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</li> </ul> information derived from any of the above;
<b>Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the

	Secretary of State pursuant to section 9 of the Bribery Act 2010;
<b>Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>Reminder Notice"</b>	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
<b>Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
<b>Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
<b>Replacement Supplier"</b>	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
<b>Request For Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
<b>Required Insurances"</b>	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
<b>RTI"</b>	Real Time Information;
<b>Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
<b>Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
<b>Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>Self Audit Certificate"</b>	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
<b>Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
<b>Service Levels"</b>	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
<b>Service Period"</b>	has the meaning given to it in the Order Form;

<b>Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
<b>Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
<b>Service Transfer Date"</b>	the date of a Service Transfer;
<b>Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a. the Deliverables are (or are to be) provided; or</li> <li>b. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</li> </ul>
<b>SME"</b>	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
<b>Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
<b>Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
<b>Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
<b>Standards"</b>	any: <ul style="list-style-type: none"> <li>a. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>b. standards detailed in the specification in Schedule 1 (Specification);</li> <li>c. standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</li> <li>d. relevant Government codes of practice and guidance applicable from time to time;</li> </ul>
<b>Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
<b>Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;

<b>Storage Media"</b>	the part of any device that is capable of storing and retrieving data;
<b>Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> <li>a. provides the Deliverables (or any part of them);</li> <li>b. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</li> <li>c. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</li> </ul>
<b>Subcontractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
<b>Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
<b>Supplier"</b>	the person, firm or company identified in the Framework Award Form;
<b>Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
<b>Supplier Authorised Representative"</b>	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
<b>Supplier's Confidential Information"</b>	<ul style="list-style-type: none"> <li>a. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>b. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</li> <li>c. Information derived from any of (a) and (b) above;</li> </ul>
<b>"Supplier's Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
<b>Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
<b>Supplier Marketing Contact"</b>	shall be the person identified in the Framework Award Form;
<b>Supplier Non-Performance"</b>	where the Supplier has failed to: <ul style="list-style-type: none"> <li>a. Achieve a Milestone by its Milestone Date;</li> </ul>

	<ul style="list-style-type: none"> <li>b. provide the Goods and/or Services in accordance with the Service Levels ; and/or</li> <li>c. comply with an obligation under a Contract;</li> </ul>
<b>Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
<b>Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
<b>Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
<b>Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
<b>Tax"</b>	<ul style="list-style-type: none"> <li>a. all forms of taxation whether direct or indirect;</li> <li>b. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</li> <li>c. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</li> <li>d. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</li> </ul> in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
<b>Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
<b>Test Issue"</b>	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
<b>Test Plan"</b>	a plan: <ul style="list-style-type: none"> <li>a. for the Testing of the Deliverables; and</li> <li>b. setting out other agreed criteria related to the achievement of Milestones;</li> </ul>
<b>Tests "</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and " <b>Tested</b> " and " <b>Testing</b> " shall be construed accordingly;

<b>Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
<b>Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>Transparency Information"</b>	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
<b>Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
<b>TUPE"</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
<b>United Kingdom"</b>	the country that consists of England, Scotland, Wales, and Northern Ireland
<b>Variation"</b>	any change to a Contract;
<b>Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form);
<b>Variation Procedure"</b>	the procedure set out in Clause 24 (Changing the contract);
<b>VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
<b>Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables;
<b>Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
<b>Work Day"</b>	Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
<b>Work Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.





## Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Contract Details	
This variation is between:	[ "the Buyer") And ( "the Supplier")
Contract name:	[ ("the Contract")
Contract reference number:	[insert contract reference number]
Details of Proposed Variation	
Variation initiated by:	[Buyer/Supplier]
Variation number:	[insert variation number]
Date variation is raised:	[insert date]
Proposed variation	
Reason for the variation:	[insert reason]
An Impact Assessment shall be provided within:	[insert number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]
Outcome of Variation	
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li>[Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>
Financial variation:	Original Contract Value: £ [insert amount]
	Additional cost due to variation: £ [insert amount]
	New Contract value: £ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the the Buyer]

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

## **Joint Schedule 3 (Insurance Requirements)**

### **1. The insurance you need to have**

1. The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

1. the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
2. the Call-Off Contract Effective Date in respect of the Additional Insurances.

### **2. The Insurances shall be:**

1. maintained in accordance with Good Industry Practice;
  2. (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  3. taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  4. maintained for at least six (6) years after the End Date.
3. The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### **2. How to manage the insurance**

1. Without limiting the other provisions of this Contract, the Supplier shall:
  1. take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  2. promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  3. hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

1. The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
2. Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the

relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**4. Evidence of insurance you must provide**

1. The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

**5. Making sure you are insured to the required amount**

1. The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

**6. Cancelled Insurance**

1. The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
2. The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

**7. Insurance claims**

1. The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
2. Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
3. Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
4. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible

under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:
  - 1.1 Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.
  - 1.2 Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.
  - 1.3 Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots.
  - 1.4 Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.
- 5.

# Joint Schedule 4 (Commercially Sensitive Information)

## 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	The date set out in page 1 of the Call-Off Contract	All pricing details provided to the Buyer pursuant to the Call-Off Contract, including supporting information such as caveats and assumptions.	For the duration of the Call-Off and two years after the Call-Off Expiry date or any extensions to that expiry date.

# Call-Off Schedule 6 (ICT Services)

## 1. Definitions

1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Buyer Property"</b>	the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;
<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
<b>"Buyer System"</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables;
<b>"Commercial off the shelf Software" or "COTS Software"</b>	Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
<b>"Defect"</b>	<p>any of the following:</p> <ul style="list-style-type: none"><li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li><li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li><li>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from</li></ul>

passing any Test required under this Call Off Contract; or

- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

**"Emergency Maintenance"**

ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;

**"ICT Environment"**

the Buyer System and the Supplier System;

**"Licensed Software"**

all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;

**"Maintenance Schedule"**

has the meaning given to it in paragraph 8 of this Schedule;

**"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;

**"New Release"**

an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;

**"Open Source Software"**

computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use,

	study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>"Operating Environment"</b>	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <p style="padding-left: 40px;">the Deliverables are (or are to be) provided;</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 40px;">the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</p> <p style="padding-left: 40px;">where any part of the Supplier System is situated;</p>
<b>"Permitted Maintenance"</b>	has the meaning given to it in paragraph 8.2 of this Schedule;
<b>"Quality Plans"</b>	has the meaning given to it in paragraph 6.1 of this Schedule;
<b>"Sites"</b>	has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;
<b>"Software"</b>	Specially Written Software COTS Software and non-COTS Supplier and third party Software;
<b>"Software Supporting Materials"</b>	has the meaning given to it in paragraph 9.1 of this Schedule;
<b>"Source Code"</b>	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>"Specially Written Software"</b>	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;



**"Supplier System"** the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);

## **2. When this Schedule should be used**

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

## **3. Buyer due diligence requirements**

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2. operating processes and procedures and the working methods of the Buyer;
  - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:
- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
  - 3.2.2. the actions needed to remedy each such unsuitable aspect; and
  - 3.2.3. a timetable for and the costs of those actions.

## **4. Licensed software warranty**

- 4.1. The Supplier represents and warrants that:

- 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
- 4.1.2. all components of the Specially Written Software shall:
  - 4.1.2.1. be free from material design and programming errors;
  - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
  - 4.1.2.3. not infringe any IPR.

## **5. Provision of ICT Services**

### **5.1. The Supplier shall:**

- 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
- 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 5.1.3. ensure that the Supplier System will be free of all encumbrances;
- 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
- 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## **6. Standards and Quality Requirements**

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").

- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

## 8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## **9. Intellectual Property Rights in ICT**

### **9.1. Assignments granted by the Supplier: Specially Written Software**

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Supplier shall:
  - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and

9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

**9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.
- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.
- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
  - 9.3.4.1. will no longer be maintained or supported by the developer;  
or
  - 9.3.4.2. will no longer be made commercially available

### **9.4. Buyer's right to assign/novate licences**

9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:

9.4.1.1. a Central Government Body; or

9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

#### **9.5. Licence granted by the Buyer**

9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

#### **9.6. Open Source Publication**

9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

9.6.1.1. suitable for publication by the Buyer as Open Source; and

9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
  - 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;
  - 9.6.2.4. can be published as Open Source without breaching the rights of any third party;
  - 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and
  - 9.6.2.6. do not contain any Malicious Software.
- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:
  - 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
  - 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## 9.7. **Malicious Software**

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.



9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:

9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## **10. Supplier-Furnished Terms**

### **10.1. Software Licence Terms**

10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.

10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.

### **10.2. Software Support & Maintenance Terms**

10.2.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6.

### **10.3. Software as a Service Terms**

10.3.1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6.

### **10.4. As a Service Terms**

10.4.1. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as "As a Service" solutions are detailed in Annex E to this Call-Off Schedule 6.

## **11. Customer Premises**

### **11.1. Licence to occupy Customer Premises**

- 11.1.1. Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [ and in accordance with Call-Off Schedule 10 (Exit Management)].
- 11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.
- 11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.
- 11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

## **11.2. Security of Buyer Premises**

11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

## **12. Buyer Property**

12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.

12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.

12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.

12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately

of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

### **13. Supplier Equipment**

- 13.1. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5. 4.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.
- 13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:
  - 13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and
  - 13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.

## **ANNEX A**

### **Non-COTS Third Party Software Licensing Terms**

**Not used.**

**ANNEX B**

**COTS Licensing Terms**

As agreed between the Buyer and Microsoft.

## ANNEX C

### CSP Terms and Value Realisation Service

#### TRUSTMARQUE CLOUD SOLUTIONS PROVIDER TERMS OF SUPPLY

These Trustmarque Cloud Solutions Provider Terms of Supply ("CSP Terms") are between United Kingdom Health Security Agency ("Buyer", "you" or "your") and Trustmarque Solutions Limited ("Supplier", "we", "us", "our" or "Reseller").

These are the terms on which we agree to supply to you Microsoft Cloud Solutions and Trustmarque Related Services. Except for the Microsoft Customer Agreement or any terms that the Buyer accepts directly with Microsoft, these terms supersede any standard Trustmarque CSP terms that the Buyer may be asked to accept as part of Trustmarque's CSP onboarding process. The onboarding process shall be undertaken by the Buyer and Supplier after the execution of this RM6098 Call-Off Contract ("Order").

#### Definitions

The definitions set out in these terms of supply are in addition to the definitions set out in the Order. If there is a conflict between these definitions and those set out in an Order then these definitions shall prevail.

**"Additional Terms"** means the additional terms, which an CSP Order may be subject to, and will be presented and agreed at the time of placing an CSP Order. This excludes any Microsoft Customer Agreement and/or any Non- Microsoft Product terms and conditions.

**"Billing Date"** means the day of the month you will be billed on, for your Subscription(s). We will advise you of your Billing Date upon placement of your first CSP Order.

**"Consumption Based Subscription"** means monthly subscriptions that are billed based on actual usage in the preceding month without upfront commitment.

**"CSP Order"** means a CSP Order executed under the Order for Microsoft Product or Non-Microsoft Product via We as Reseller, which also includes the Trustmarque Product and Subscription Management Services and Reactive Support Services. The process for placing a CSP Order is described in 'Service Description and Service Level Agreement for Trustmarque Cloud Solutions'.

**"Buyer Data"** is defined in the Online Services Terms as "Customer Data".

**"Customer Solution"** is defined in the Online Services Terms.

**"Early Termination Charge"** means Microsoft's discretion charge for early termination of a Subscription before its term ends.

**"End User"** means any person you permit to access Buyer Data hosted in the Online Services or otherwise use the Online Services, or any user of a Customer Solution.

**"Fixed Term Subscription"** means a subscription to use software for a fixed duration.

**"Microsoft"** means Microsoft Ireland Operations Limited.

**"Microsoft Customer Agreement"** means the agreement between you and Microsoft for the licence and use of Microsoft Product (and Non-Microsoft Product as the case may be).

**"Microsoft Product(s)"** means any Online Service (including any Software).

**“Microsoft SLAs”** means the commitments Microsoft make regarding delivery and/or performance of an Online Service, as published at [Licensing Documents](#) or at an alternate site that Microsoft identify.

**“Non-Microsoft Product”** means any third party-branded software, data, service, website or product but excluding Microsoft Product.

**“Online Services”** means any of the Microsoft-hosted online services subscribed to by Buyer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

**“Online Services”** means any of the Microsoft-hosted online services subscribed to by Buyer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

**“Online Services Terms”** means the Microsoft terms that apply to your use of the Products available at <https://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=46> The Online Services Terms include terms governing your use of Products that are in addition to the terms in this agreement.

**“Portal”** means the Trustmarque Enterprise Services Portal, or an alternate site identified by Us. The Portal will be the preferred place for updates on pricing, terms and conditions and any other information relating to this Terms of Supply.

**“Product and Subscription Management Services”** means the assistance provided by Trustmarque, whereby We enable the purchase, activation and management of Microsoft Products by the Buyer. These may be provided by the Portal or through other processes or tools.

**“Reactive Support Services”** means the Trustmarque services provided to assist the Buyer with issues relating to Microsoft Products.

**“Software”** means software Microsoft provide for installation on your device as part of your Subscription or to use with the Online Service to enable certain functionality.

**“Subscription”** means an enrolment for Online Services for a defined Term as established by us, which is either a Fixed Term Subscription or a Consumption Based Subscription.

**“Term”** means the duration of a Subscription (e.g., 30 days or 12 months).

**“Trustmarque Related Services”** means the Product and Subscription Management Services, Reactive Support Services and Advisory Services provided by us.

## **Resale of Microsoft Cloud Solutions**

2.1 These terms of supply apply to any CSP Order or any subsequent CSP Orders for Microsoft Product and/or Renewals, Non-Microsoft Products and/or Renewals, and any Trustmarque Related Services provided to you by us. Subject to your compliance with clause 3 and acceptance of the Microsoft Customer Agreement, we shall make available to you Microsoft Products that have been agreed with Microsoft and quoted for by us, or Microsoft Products that are available on a current price list, which can be requested from us at any time.

2.2 Any Non-Microsoft Products provisioned through Microsoft are subject to the Microsoft Customer Agreement and any additional terms the proprietor wishes to apply. Any Non-



Microsoft Products purchased by you from us that have not been provisioned through Microsoft are subject to the proprietor's standard terms and conditions as notified to the Buyer in writing from time to time during the term of the Order..

### **Microsoft Customer Agreement**

3.1 The Microsoft Customer Agreement is between Buyer and Microsoft and consists of Microsoft general terms, the applicable Use Rights and SLAs, and any additional terms Microsoft presents when an CSP Order is placed. The Microsoft Customer Agreement applies to every CSP Order placed for Microsoft Products and must be signed and returned to us before you can place any CSP Orders for Microsoft Products. Microsoft may at its discretion accept or reject any proposed Buyer.

3.2 You acknowledge and agree that the Microsoft Customer Agreement is a valid, binding and enforceable agreement between you and Microsoft and that you are liable for and shall indemnify us against any loss or damage incurred as a result of your failure to comply with the terms of the Microsoft Customer Agreement. You further agree that it is your responsibility to ensure that the Microsoft Customer Agreement is signed and returned to us, any failure to sign the Microsoft Customer Agreement may result in your being unable to purchase any Microsoft products/services.

### **Description of Product and/or Services**

4.1 We do not make any warranties or representations regarding the Microsoft Products and/or Non-Microsoft Product. Any relevant warranties and representations are made by Microsoft to the Buyer in accordance with the Microsoft Customer Agreement and/or the proprietor of Non-Microsoft Products to the Buyer in accordance with their standard terms and conditions.

4.2 The Microsoft Customer Agreement supplements this Agreement in relation to the description of the services and products you may CSP Order via us as Reseller of Microsoft Product. We shall therefore be entitled to rely on the terms of the Microsoft Customer Agreement, as they relate to the supply of the Microsoft Products by a Reseller.

### **Microsoft Service Level Agreement**

5.1 Microsoft makes certain service levels commitments to Buyers in the Microsoft SLAs. These are Microsoft's commitments to the Buyer and not Trustmarque's, if you make a claim on the Microsoft SLAs, we will escalate the claim to Microsoft for review. If Microsoft and have approved and agreed to provide any credit to you following a review, we will credit you the amount following receipt of the same from Microsoft to us, in the next invoice. <https://www.microsoft.com/licensing/docs/view/Service-Level-Agreements-SLA-for-Online-Services?lang=1&year=2025>

### **Fixed Term Subscription**

6.1 Where you have requested a Fixed Term Subscription, unless otherwise specified on the CSP Order, the term of the subscription will be for a period of 12 months from your Billing Date and will automatically renew unless cancelled by you in advance of the next scheduled invoice after the 12-month period. Automatic renewals are subject to any concerns we may have on your financial standing and whether you pose or are likely to pose a credit risk.

6.2 A Fixed Term Subscription is pre-billed on a pro-rata based on the applicable monthly Subscription price. The unit price for the Microsoft Product will not change from the price

as of the Subscription start date during the term of the 12-month Subscription. Each renewal will be for the same number of months as the Initial Term. Pricing for a renewal will be agreed in a quote supplied by us or if no quote is provided, Trustmarque's pricing in a price list supplied to the Buyer that is in effect as of the date of the renewal.

6.3 An CSP Order for a new Fixed Term Subscription will expire 12 full calendar months (or other Term as agreed in an CSP Order) after the Buyer's next scheduled Billing Date. For those new Fixed Term Subscriptions, the period between the placing of the CSP Order and the Buyer's next scheduled Billing Date will not be charged.

6.4 If a Fixed Term Subscription is cancelled before its Term expires, and during the Buyer's billing cycle, we may provide a pro-rata credit for the un-used pre-paid portion of the cancelled Fixed Term Subscription in the Buyer's subsequent invoice, on the basis that Microsoft provide the same in respect of the Buyer's Subscription and We will not invoice the Buyer for any future scheduled billings for that Subscription. The pro-rata credit will be subject to Microsoft's Early Termination Charge if applicable.

6.5 If you decide to cancel your subscription before the fixed term period no refund of monies paid will be provided.

### **Consumption based Subscriptions**

7.1 Where you have selected a Consumption Based Subscription you will be billed on the Billing Date based on actual usage in the preceding month with no upfront commitment. Payment is on a monthly basis in arrears.

7.2 Consumption Based Subscriptions do not expire unless cancelled. Consumption Based Subscriptions can be cancelled at any time. Any usage before cancellation will be billed at the next scheduled Billing Date, as a final invoice for the relevant Subscription.

7.3 The pricing charged for Consumption Based Subscriptions will be based on the unit price as provided for by Microsoft during the current billing cycle and will be billed to you on a consumption basis during the Term of your Subscription.

7.4 Any reduction, increase or suspension of licences can take up to 60 days to take effect and show in the invoice.

7.5 Where you have chosen a Consumption Based Subscription with an upfront commitment and you consume more than the anticipated monthly committed amount we will:

7.5.1 notify you of your actual usage as soon as reasonably practicable;

7.5.2 invoice you in full for your actual usage which shall be paid by you in accordance with clause 8;

7.5.3 and require you to raise an additional PO to the value of your revised annual usage based on your most recent consumption pattern.

### **Payment terms**

8.1 Unless otherwise agreed, you shall pay all invoices to us, in full, and in cleared funds, within 30 days of receipt of a valid, undisputed invoice. Pricing shall be as per the price list which sets out the unit cost exclusive of VAT, unless a price is separately agreed in an CSP Order. Prices set out in the price list may decrease or increase at any time.

8.2 In the event that your internal purchasing requirements, require the issue and use of a valid Purchase CSP Order, you shall be required to provide a valid Purchase CSP Order

equating to the total sum of the expected Subscription charge pursuant to an CSP Order for a period of 12 months. In the event that the total sum exceeds the initial purchase CSP Order, you shall issue a subsequent purchase CSP Order to cover the outstanding amount. You shall be responsible for the usage you consume on your Subscription(s). A value of a Purchase CSP Order shall not limit your liability for Subscription charges.

8.3 We are not liable for any failure on your part to provide an initial or subsequent purchase order for a CSP Order. Any failure to provide the purchase order for a CSP Order, which subsequently results in a delay to us receiving payment, will allow us to suspend or terminate the Contract and any CSP Orders in accordance with clause 9.1 a).

8.4 You may check your usage limits of a Subscription at any time by submitting a service request or via the Portal, if we make that functionality available for the Microsoft Products or Non-Microsoft Products. Any failure by us to notify you of your usage limits, as per any agreed notification process, shall not relieve you of your liability to pay any charges in respect of your Subscriptions that you have purchased.

### **Cancellation and/or Suspension**

9.1 We may cancel and/or suspend the CSP Order in whole or in part.

- a) Where you have failed to pay an outstanding invoice, and such invoice remains outstanding for a period of 30 days from the date of payment due
- b) Breach of these CSP Terms and/or the Microsoft Customer Agreement.
- c) Automatically if Microsoft does the same pursuant to the Microsoft Customer Agreement as a result of a customer breach.
- d) Where (acting reasonably) we consider you to be a credit risk
- e) Upon providing you 30 days' notice. We reserve the right to terminate the relevant CSP Order(s) and the Buyer's Subscription by providing the Buyer on 30 days' notice.

9.2 For the avoidance of doubt suspension or termination of the CSP Order includes the termination of any on-going subscription licences and any other Microsoft and non-Microsoft products where payment has not been made and suspension or termination of any Trustmarque Related Services.

9.3 Suspension or cancellation of the CSP Order by us shall not relieve you of your liabilities under these terms and the Microsoft Customer Agreement. You shall be liable for any invoice which relates to the consumption of Microsoft Products up until the expiry of the termination notice.

9.4 Upon expiry, termination or cancellation of the CSP Order for whatever reason, you shall pay in full all outstanding invoices within 10 days. You will have sixty (60) days to notify us if you wish to migrate any Buyer Data to either a new Subscription with us, with Microsoft directly, or some other service. Upon request, and if within the timescale, we will assist you with migration of the Buyer Data at an additional charge to be agreed between both parties.

9.5 In addition to the above, Microsoft may terminate your status as a Buyer at any time.

### **Trustmarque Related Services**

10.1 Where Trustmarque Related Services are being provided, they are subject to the proprietor's standard terms and conditions as notified to the Buyer in writing from time to time during the term of the Order. Any charges for the Trustmarque Related Services will be included within the Subscription charges.

10.2 We will provide the Trustmarque Related Services using reasonable skill and care and in accordance with the Service Description and Service Level Agreement for Trustmarque Cloud Solutions document in all material respects.

10.3 Our performance is dependent upon your prompt performance of any Buyer obligations which include, among others, the responsibilities described in the Service Description and Service Level Agreement for Trustmarque Cloud Solutions document. You agree to make available to us an authorised representative who shall be authorised to make binding decisions on your behalf with regards to your Subscriptions.

10.5 Any title and all intellectual property rights in any document, material, idea, data or other information constituting an original item developed and supplied by us as part of the Trustmarque Related Services, shall remain vested in us.

### **Data Protection**

11.1 You acknowledge and agree that if you are purchasing Azure services CloudCheckr will be a sub-processor.



DHSC Azure CSP  
Service - Feb 25.docx

## **ANNEX C**

### **Software Support & Maintenance Terms**

The Buyer shall be subject to the CSP Terms in Annex B and the Microsoft terms set out in the Microsoft Enrolment and any other Microsoft terms associated with the products and services purchased by the Buyer from the Supplier under this Call-Off Contract from time to time.

## **ANNEX D**

### **Software as a Service Terms**

The Buyer shall be subject to the CSP Terms in Annex B and the Microsoft terms set out in the Microsoft Enrolment and any other Microsoft terms associated with the products and services purchased by the Buyer from the Supplier under this Call-Off Contract from time to time.

## **Annex E**

### **As a Service Terms**

The Buyer shall be subject to the CSP Terms in Annex B and the Microsoft terms set out in the Microsoft Enrolment and any other Microsoft terms associated with the products and services purchased by the Buyer from the Supplier under this Call-Off Contract from time to time.