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G-CLOUD 8 CALL-OFF CONTRACT

CRM DEVELOPMENT PROGRAMME 2016/17: INTERIM SYSTEMS TESTING REQUIREMENTS

CQC PSO 112

This Call-Off Contract for the G-Cloud 8 Framework Agreement (RM1557viii) includes:

Part A - Order Form

Part B - The Schedules

Schedule 1a - Buyer's Requirements and Contract Deliverables


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Part C - Terms and conditions

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Part A – Order Form

Buyer	Care Quality Commission (CQC)
Service reference	835250992936734
Supplier	Infosys Limited
Call-Off Contract ref.	CQC PSO 112
Call-Off Contract title	CRM Development Programme 2016/17: Interim Systems Testing Requirements
G-Cloud Framework No.	8
Call-Off Contract description	<p>This agreement covers the provision of System Testing services over an interim period for the following Customer systems spanning January 2017 to April 2017:</p> <ol style="list-style-type: none"> 1. Siebel CRM 2. OBIEE 3. Mulesoft <p>The Testing is required for the duration of the Authority release cycles known as Release 35 (Winter 2017) going live in February 2017 and Release 36 (Spring 2017) going live in April 2017. Testing covers all maintenance and improvement work as well as development projects included in those two releases and any subsequent "point" or interim releases. All Software to be tested is pre-determined by the Authority.</p>
Start date	31/01/2017
End date	17/04/2017
Call-Off Contract value	154,656 (inc VAT)
Charging method	<p>Payment will be made in two instalments against satisfactory completion of the following payment milestones:</p> 

Purchase order No.	To be confirmed

This Order Form is issued in accordance with the G-Cloud 8 Framework Agreement (RM1557viii).

This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Deliverables offered by the Supplier and defined in the Tender documents, such as the Service Definition and the Supplier Terms.

There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. "[this is a term you can alter]".

Project reference: CQC PSO 112

Buyer reference: CQC PSO 112

Order date: 31/01/2017

Purchase order: Number to be confirmed

From: the Buyer
 Buyers Name: Care Quality Commission (CQC)
 Buyers Address: Care Quality Commission, 3rd Floor 151
 Buckingham Palace Road, London, SW1W 9AZ

To: the Supplier
 Suppliers Name: Infosys Limited
 Suppliers Address: 10 Upper Bank Street, Canary Wharf,
 London, E14 5NP
 Company Number: FC020086

Together: "the Parties"

Principle contact details

For the **Name & title:** Michael Thompson- IT Programme Manager

Buyer: Email: [REDACTED]
Address: Care Quality Commission, Citygate, Gallowgate, Newcastle
Upon Tyne, NE1 4PA

For the Name & title: [REDACTED]
supplier Email: [REDACTED]
Address: 10 Upper Bank Street, Canary Wharf, London, E14 5NP

Call-off contract term

Commencement date: This Call-Off Contract commences on 31st January 2017 and is valid until 17th April 2017.

Termination: In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least 90 working days from the date of written notice for disputed sums or at least 30 days from the date of written notice for termination without cause.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot This Call-Off Contract is for the provision of Services under
Lot 4 Specialist Cloud Services

G-Cloud 8 services required: The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 in detail and outlined below:

The following key services are required and are cross-functional across the Siebel CRM, OBIEE and Mulesoft systems:

- Understanding of the changes and creation of Test data and Test scenarios for newly developed functionality
- Functional Testing on the defect fixes
- Regression Testing due to defect fixes

- Testing of changes to formats of reports. To ensure the end-user system is consistent and the system works (predominantly for OBIEE)
- Providing support to User Acceptance Testing. Users will be defined by the Contracting Authority.
- Acceptance Testing for the Training Environment
- Production Preparation, Production day support and post Production support.
- Co-ordinated test management and point of contact for Authority Programme and Project Managers. The point of contact will be required to manage and co-ordinate the Test Services included within this Requirements Document.
- A record of effort spent per Test Release will need to be noted and provided.
- Following the completion of each Deliverable (outlined in Schedule 1) a report and recommendation for next steps must be provided to the Authority.
- Updating Authority Project tools including any internal risk logs throughout each Test Release.

Additional Services:

The Buyer expects the Supplier to treat all data and information confidentially. The Supplier must adhere to the Technical standards to be agreed throughout completion of each individual Testing project and will be required to work with the Buyer's existing systems and interfaces.

Location:

The services are to be performed, primarily, at the Customer Office located at the following address:

Care Quality Commission,
Citygate
Gallowgate
Newcastle upon Tyne NE1 4PA

The Supplier will be expected to pay for any additional travel required.

Quality standards:

The Supplier must adhere to the Quality Standards to be agreed

throughout completion of each individual Testing project.

On-boarding

The on-boarding plan for this Call-Off Contract is that an initial implementation meeting will occur upon Contract commencement between the Buyer and the Supplier. The Supplier will be expected to adhere to the implementation plan as proposed in Schedule 1b.

Off-boarding

The off-boarding plan for this Call-Off Contract is that upon Contract expiry the Supplier will be expected to provide the Buyer with access to all information gathered and produced as part of the delivery of the Services.

The Buyer may reasonably request the provision of an Exit Plan to the extent necessary to effect an orderly assumption by a Replacement Contractor. Upon such request by the Buyer, the Exit Plan is to be inserted as an additional Schedule to the overarching Contract.

Limit on supplier's liability:

In accordance with Call-Off Contract clause 31.5, the Limit on supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data is £1,000,000.

Insurance:

In accordance with Call-Off Contract clause 10, the insurance(s) required will be:

Professional indemnity Insurance cover to be held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or such higher limit as the Buyer may reasonably require (and as required by Law)

and

employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time.

Payment Milestone	Anticipated Date	Total Cost £ (inc VAT)
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Buyer's Responsibilities

The Buyer is responsible for:

- Overseeing each individual testing project
- Agreeing with the Contractor the testing required under each project on a call-off basis
- Making the necessary arrangements to ensure the Supplier can work within the Buyer's premises including the provision of the necessary equipment including any laptops and servers required to conduct the services outlined within this agreement and any necessary security checks.

Buyer's equipment

The Buyer will provide any necessary equipment including any laptops and servers required to conduct the services outlined within this Call-Off Contract.

Supplier's Information

Commercially sensitive information:

The following is a list of the Supplier's commercially sensitive information:

Infosys Limited pricing, specific tools, and related Intellectual Property (IP).

Subcontractors / Partners:

N/A

Call-Off Contract Charges and payment

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

Payment method (GPC or BACS): The method of payment for this Call-Off Contract is following receipt of a valid Invoice.

Payment profile:

Payment is to be made in two payment milestones upon satisfactory delivery of the following Deliverables:

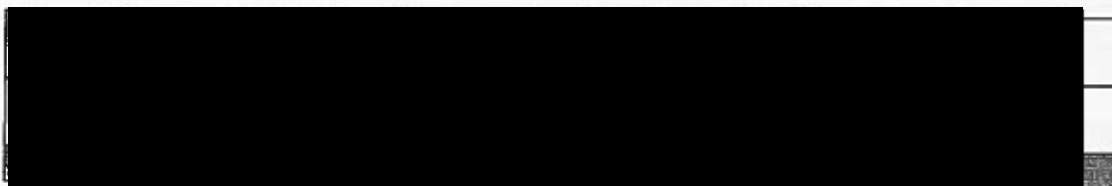


Table 1: Payment Milestones

*Contract Deliverables can be located within Table 1 of Schedule 1a.

Invoice details:

The Supplier shall issue an electronic invoice in-line with the above payment method in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.

Who and where to send invoices to:

Invoices shall be sent to CARE QUALITY COMMISSION
T70 PAYABLES F175, PHOENIX HOUSE, TOPCLIFFE LANE
WAKEFIELD, WEST YORKSHIRE, WF3 1WE

Invoice information required – eg PO, project ref, etc.

All invoices must include a PO number (to be supplied by the Buyer), date and Contract reference number.

Invoice frequency

Invoice will be sent to the Buyer upon satisfactory completion of the aforementioned payment milestones and relevant Contract deliverables.

Call-Off Contract value:

The value of this Call-Off Contract is £154,656 (inc VAT).

Additional Information

Performance of the service and deliverables

This Call-Off Contract requires delivery of the following Contract deliverables which are grouped together to form the Payment Milestones outlined in Table 1 of this Order Form:

Deliverable 1: Contract Initiation meeting with Authority ICT Project Team. **Deliverable 2:** Testing* related to one OBIEE release (R35)** completed in 2016/17. **Deliverable 3:** Testing related to one OBIEE release (R36) completed in 2017. **Deliverable 4:** Testing related to one CRM release (R35) completed in 2016/17. **Deliverable 5:** Testing related to one CRM release (R36) completed in 2017.

In addition the Supplier will be expected to adhere to the following Key Performance Indicators (KPI's) detailed within Table 2 of this Order Form:

Testing Performance	Number of Defects discovered in User Testing	Contract Review Meeting	By 24 th February 2017 and upon Contract Completion
Reports upon completion of Test Releases	Number of reports completed and submitted to the Authority upon completion of a test release (expected 100%)	Continual	By 24 th February 2017 and upon Contract Completion
Deployment of services and on-time completion of Contract Deliverables	On-time completion of Contract Deliverables in-line with the timescales specified in point 2 of this Requirements Document.	Continual	By 24 th February 2017 and upon Contract Completion

Table 2: Key Performance Indicators (KPI's)

Collaboration agreement

The Buyer does not require the Supplier to enter into a Collaboration Agreement.

Buyer specific amendments to/refinements of the Call-Off Contract terms

N/A

Public Services Network (PSN)

The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

If the required G-Cloud Services are to be delivered over the Public Services Network this should be detailed in the Call-Off Contract Order Form.

Delivery of PSN Compliant Services

If requested to do so by the Buyer, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice at the Supplier's cost.

If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:

- Buyer environments
- communications components
- compliant and certified

Role of the PSN authority

The Supplier will immediately disconnect its G-Cloud Services from the PSN if instructed to do so by the PSN Authority following an event affecting national security, or the security of the PSN. The Supplier agrees that the PSN Authority shall not be liable for any actions, damages, costs, and any other liabilities which may arise as a consequence.

- This clause may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this Call-Off Contract.

Formation of Contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter

into a Call-Off Contract with the Buyer.

1.2 The parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 In accordance with the Buying process set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.



1.4 The terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

(A) The Supplier is a provider of G-Cloud Services and undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the "Framework Agreement").

(B) The Buyer served an Order Form for Services to the Supplier.

SIGNED:

	Supplier- Infosys Limited:	Buyer- Care Quality Commission (CQC):
Name:	SRIRAM KRISHNA	E. M. MILNER
Title:	CLIENT PARTNER	Executive Director
Signature:	 X	 X
Date:	2 FEB 2017	07/02/16

Part B - The Schedules

Schedule 1a – Buyer's Requirements and Contract Deliverables

The Buyer requires the following services to be provided by the Supplier (in-line with Clarification of Understanding Documentation issued following a longlisting and shortlisting exercise:

Definitions:

For the purposes of this Requirement document the following definitions apply:

- **Authority:** The Contracting Authority- the Care Quality Commission (CQC)
- **Functional Testing:** Testing where test cases are based on the particular software components being tested.
- **Regression Testing:** Testing that verifies software performs correctly even after it was changed or interfaced with other software.
- **Systems Testing:** Testing where complete and integrated software is tested; the purpose of this test is to evaluate the Systems compliance with the Authority's requirements.
- **Release Projects:** Software development at CQC is managed in suites of functional requirements or projects. These projects are organized and put into live usage in quarterly Releases. Thus a release needs to ensure that the functionality in each project is correct and also that the projects in a release do not interfere with each other.
- **Training Environment:** An environment referring to software used for internal Training Courses only.
- **User Acceptance Testing:** Testing where end-users test the software based on real-life scenarios.

1. Executive Summary

This agreement covers the provision of System Testing services over an interim period for the following Customer systems spanning January 2017 to April 2017:

- **Siebel CRM :** Siebel CRM is the core system that holds the Authority's register of providers, supports core activities across the Authority in the registration, monitoring of activity, inspection and enforcement associated with those providers. There is a need to maintain this system to ensure that the information held within it and the support it provides for process continue to support the business operations.
- **OBIEE (Oracle Business Intelligence Enterprise Edition)** is the system used by the Authority, to analyse and report on data stored in the Data Warehouse. OBIEE provides the mechanism to measure performance, report and guide business planning.

- Mulesoft : Mule soft Enterprise Service Bus (ESB) is an industry standard and based on the very well established Java programming language. The package provides a very flexible but controlled way in which the many different interfaces between systems can be aligned to a standard model that then supports multiple re-use of the code. Within the Authority the primary benefits of ESB are that systems with very different data and communication formats can be plugged together and that the information transferred is consistent.

Although the aforementioned systems are equally important for the Authority, each system will be required to interact with Mulesoft and Tenderer's must be aware of this.

2. The Requirement

The following key services are required and are cross-functional across the aforementioned systems:

- Understanding of the changes and creation of Test data and Test scenarios for newly developed functionality
- Functional Testing on the defect fixes
- Regression Testing due to defect fixes
- Testing of changes to formats of reports. To ensure the end-user system is consistent and the system works (predominantly for OBIEE)
- Providing support to User Acceptance Testing. Users will be defined by the Contracting Authority.
- Acceptance Testing for the Training Environment
- Production Preparation, Production day support and post Production support.
- Co-ordinated test management and point of contact for Authority Programme and Project Managers. The point of contact will be required to manage and co-ordinate the Test Services included within this Requirements Document.
- A record of effort spent per Test Release will need to be noted and provided.
- Following the completion of each Deliverable a report and recommendation for next steps must be provided to the Authority.
- Updating Authority Project tools including any internal risk logs throughout each Test Release.

Testing is required for the duration of the Authority release cycles known as Release 35 (Winter 2017) going live in February 2017 and Release 36 (Spring 2017) going live in April 2017. Testing covers all maintenance and improvement work as well as development projects included in those two releases and any subsequent "point" or interim releases. Suppliers should note that all Software to be tested is pre-determined by the Authority.

3. Contract Deliverables

Table 1 details the contract deliverables to be carried out by the successful Tenderer as part of this Agreement including an estimated completion date for each deliverable:

Table 1: Contract Deliverables

Deliverable	Estimated Completion Date
1. Contract Initiation meeting with Authority ICT Project Team	w/c 30 th January 2017
2. Testing* related to one OBIEE release (R35)** completed in 2016/17.	5 th February 2017
3. Testing related to one OBIEE release (R36) completed in 2017	10 th April 2017
4. Testing related to one CRM release (R35) completed in 2016/17	5 th February 2017
5. Testing related to one CRM release (R36) completed in 2017	10 th April 2017
6. Testing for CRM Project "CRM Risk Recording****"	10 th April 2017
7. Testing for CRM & OBIEE Interim releases	10 th April 2017
8. Testing for CRM & OBIEE projects yet to be approved	10 th April 2017
9. Testing for Mulesoft connectors affected by above	10 th April 2017

* Testing includes all forms specified within Point 2 of this Requirements Document.

** Each testing release will require a report and recommendation to the Authority of next steps upon completion and a summary of time spent.

***Specifications of each individual Project i.e. Risk Recording will be provided by the Authority prior to commencement of testing.

4. Cost Envelope

Cost Envelope

Suppliers will be required to provide a total Cost taking into account the Contract Deliverables requested in point 3 of this Requirements Document and insert the Cost against the two payment milestones stipulated in Table 2 below.

Table 2: Payment Milestones:

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5. Length of Contract

30/01/2017	17/04/2017

6. Authority Responsibilities

The Authority will be responsible for:

- Overseeing each individual testing project
- Agreeing with the Contractor the testing required under each project on a call-off basis
- Making the necessary arrangements to ensure the successful Tenderer can work within the Authority's premises including the provision of the necessary equipment including any laptops and servers required to conduct the services outlined within this agreement and any necessary security checks.

7. Contract Management Arrangement

The successful Tenderer will be expected to attend a Contract Initiation Meeting with the Authority ICT Project Team to discuss the programme of work and the Contract Deliverables described in point 3 of this Clarification of Understanding.

The successful Tender will also be expected to attend a Contract Review Meeting approximately 6 weeks into the post-commencement of the Contract to discuss Key Performance Indicators and progress versus Contract Deliverables.

8. Principal Location

The services are to be performed, primarily, at the Customer Office located at the following address:

Care Quality Commission,
Citygate
Gallowgate
Newcastle upon Tyne NE1 4PA

The successful Supplier will be expected to pay for any additional travel required.

9. Deployment

This Agreement is for the provision of Interim Testing services to meet imminent, planned Authority Testing needs and ensure strategic project timescales are met. It is anticipated that a new service arrangement will be in-place following April 2017. The successful Contractor must be able to meet a strict timetable of Deliverables and have the ability to deploy services to ensure Deliverables are achieved and completed on-time; the Contractor may be required to up-scale services if additional Test Releases are required.

10. Standards

Quality Standards

The Service Provider must adhere to the Quality Standards to be agreed throughout completion of each individual Testing project.

Technical Standards

The Service Provider must adhere to the Technical standards to be agreed throughout completion of each individual Testing project. The Service Provider will be required to work with the Buyer's existing systems and interfaces.

11. Key Performance Indicators

Table 3: Key Performance Indicators (KPI's)

Testing Performance	Number of Defects discovered in User Testing	Contract Review Meeting	By 24 th February 2017 and upon Contract Completion
Reports upon completion of Test Releases	Number of reports completed and submitted to the Authority upon completion of a test release (expected 100%)	Continual	By 24 th February 2017 and upon Contract Completion
Deployment of services and on-time completion of Contract Deliverables	On-time completion of Contract Deliverables in-line with the timescales specified in point 2 of this Requirements Document.	Continual	By 24 th February 2017 and upon Contract Completion

12. Additional Provisions

Suppliers have signed up to G-Cloud and have agreed to the G-Cloud 8 Terms and Conditions. The following are provisions which will be reflected in the G-Cloud Terms and Conditions specific for this requirement and Suppliers respond to the Clarification of Understanding Questions with this in mind:

- Intellectual Property (IP) of all data and results relating to each Test Release will remain in the property of the Authority.
- Suppliers may be required to adhere to specific Data Security Provisions specified by the Authority.
- The testing of systems is designed to be impartial and independent to the Software developed; Suppliers should confirm they will adhere to this requirement.

13. Exit Plan (Skills and Knowledge Transfer)

The Authority may reasonably request the provision of an Exit Plan to the extent necessary to effect an orderly assumption by a Replacement Contractor.

Upon such request by the Authority, the Exit Plan is to be inserted as an additional Schedule to the over-arching Contract.

14. TUPE

The Authority has endeavoured to understand whether the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applies to this interim requirement and has received the information from the previous service provider (detailed as a Project attachment on Bravo Solution). The previous provider has indicated that in their view TUPE does not apply to this requirement however Suppliers are requested to form their own view on whether they think TUPE will apply.

Schedule 1b- Supplier's Response to Clarification of Understanding

The Supplier will deliver the services outlined in Schedule 1a in-line with the detail provided in Schedule 1b which outlines the Supplier's response to the Clarification of Understanding Documentation. In the event there is a discrepancy between Schedule 1a and 1b, Schedule 1a will take precedence.

Question 1: Team Structure

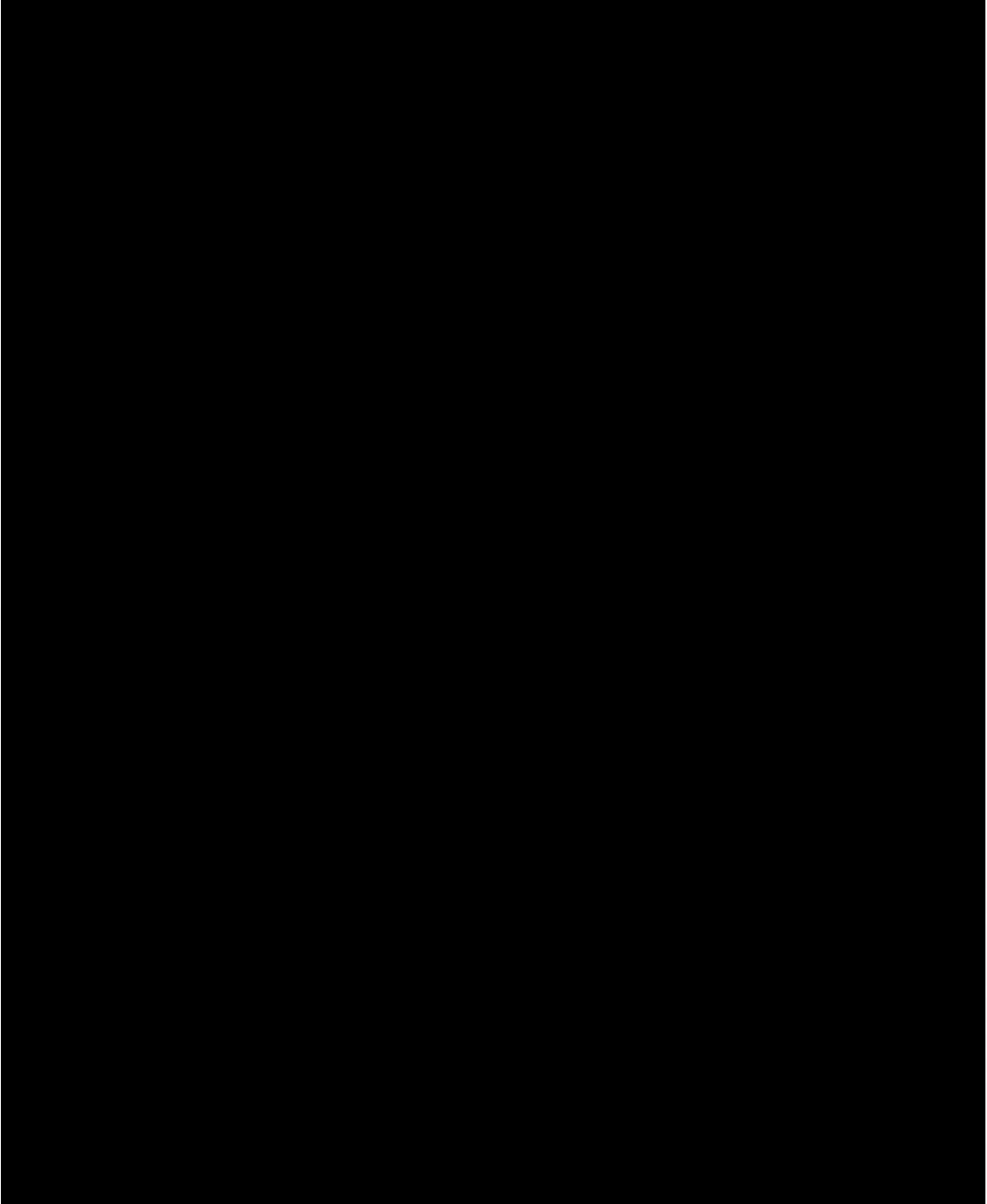
Please provide details of the qualifications and experience of the proposed team to support the implementation of the service delivery requirements and why this team are suitable for this requirement (please note CV's will not be accepted), including any details of proposed individuals who will co-ordinate and manage key interactions with the Authority

Skills & Qualifications

Infosys a global leader in providing testing services with 19000+ test experts serving 300+ clients in 1200+ engagements. We have a track record of 99% on-time delivery and 99.3% defect removal efficiency. We are also recognised as a leader by Gartner & Everest.

Proposed Team Structure





Question 2: Method Statement

Describe (with specific reference to the requirements and the Contract Deliverables) how it is intended to deliver the requirements of the specification

Contract Initiation & Scope Definition

We will agree the scope definition with CQC's ICT project team on 16th Jan 2017 as part of contract initiation. We already understand CQC's strategy, the business and technical landscape as well as the operating methods, processes and tools. This will enable us to be productive quickly to deliver the necessary test services for R35 & R36 without the need for any significant knowledge transfer.

Ability to Work on Authority's System

We have extensive knowledge of CQC's Siebel and OBIEE systems, having supported and deployed a number of successful releases over the last 14 months. In addition, the upgrade project test team has also demonstrated this by delivering it within the defined timelines. The testing was as per the standard procedures and was not just limited to test execution but also covered the enhancement areas. For the upcoming releases (R35, R36 releases and other deliverables under the scope) the team will create test scenarios for newly developed functionality after a comprehensive understanding of the changes required.

System Test Type and Method Involved

The test team will perform functional and regression testing, sanity testing, UI testing, UAT support, production preparation, production day support and post-production support for different functional entities utilized by the Authority for its business operations. Manual testing will be the method involved for system testing as per developed test cases. CRM and OBIEE Test Execution will consist of:

- IP15 Upgrade test suite for each entity. This will be reused for CRM R36 and all other interim releases
- Coordination and Interface testing from CRM and OBIEE applications
- Functional Testing, Regression testing, UI and sanity test in different environments
- Defect management through defect management tool
- Report testing including testing of changes to Report formats

Reporting and Recommendations

We understand the reporting requirements of the Authority and will provide various types of reports such as

- Execution and defect status along with documents that facilitate smooth testing.
- Recommendations for improvement areas after the test release
- Closure report as testing moves to the UAT phase.

Resource effort and Work-breakdown structure

The resource effort will be linked to work breakdown structure of the testing activities. Each test release will involve different test cycles and each test cycle will be segregated based on functional modules. Resources will be segregated to work on different work streams namely Risk, Essential changes and OBIEE.

UAT Support, Go Live and Warranty Support

After the successful completion of system and regression testing, the test team will provide support in UAT, Production Deployment support and Post Production support. The UAT users will be identified by the Authority for UAT phase and will measure CRM fitment before Go Live.

Importance of Test Services in Operational and Project Delivery

We fully understand the importance of testing to eliminate defects to ensure a stable system in production that drives efficiency, performance & a better user experience. We have demonstrated this by successfully deploying a number of releases as well as successfully completing testing for the upgrade project.

Question 3: Engagement

Describe how it is intended to liaise with and update the Authority on the number of Defects discovered during systems testing and recommendations for Defect resolution.

Implication of System Defects

We are fully aware that Siebel CRM and OBIEE are the core applications for CQC & any defects in the system can have a significant impact on CQC's business operations. We also know that the system is already perceived poorly by the business & so there is a high

imperative to improve its usability and performance and the need to eliminate system defects before the application is deployed in production.

User Testing Management

We understand the importance of user testing in relation to managing defects. We will undertake the following steps to ensure adequate user testing to eliminate defects:

- The test team will coordinate with the business and release management team and all the required stakeholders starting from planning phase.
- The triage calls and meetings with the business will ensure that testing proceeds as per

CQC's requirements for R35, R36 and other deliverables in scope.

- Test team will schedule the meetings with business and it will be held every Wednesday during test execution phase to demonstrate critical defects.
- The defects discovered as part of the system test will be communicated to Authority and Infosys development team. The triage calls and meetings will act as a source for smooth liaising with various stakeholders and test team would seek their feedback to ensure suitable treatment to defects if required.

Defect Management

We will adopt the following process for managing defects:

- The number of defects raised and reported will be taken up with the Authority during weekly meetings that highlight the risks and findings on a continuous basis.
- The reporting structure will be planned such that it demonstrates daily activities, areas of risk, observations and findings which will be highlighted to all the required stakeholders every Monday, defining the plan for the week forward. Weekly Status reports will be prepared to demonstrate project progress.
- Defect Summary and Execution reports will be prepared that will include number of defects created and open defects. Execution reports will summarize the actual verses planned test execution status.
- A closure report will be prepared with recommendations for next steps shall be provided to the Authority after the accomplishment of each deliverable. The same report will be used for UAT handover agreeing for UAT to commence.
- The fixed defects can affect other software components and for that regression testing will be done before each cycle ends. The acceptance testing will be followed by System Testing and test team will have the responsibility to do a UAT handover along with support to User Acceptance testing.

- With a motive of process improvement, test team will ensure that from defect discovery to defect resolution, there is continuous communication through the triage calls and status reports among others.

Question 4: Implementation plan

Provide a complete resource plan for the delivery of the Specification including a demonstration that the Contract Deliverables can be satisfied and delivered on time.

Ability to meet timelines and milestones

We already have a team of testers currently involved in the upgrade testing project. This team already has the necessary knowledge of CQC's Siebel & OBIEE systems as well as the operating methodology, process and tools. We will utilise the same team to deliver the test services in scope which will enable us to meet the Authority's tight timescales.

The project deadlines will be met in defined timelines and the test strategy document will be prepared as part of test planning. The objectives and scope of the testing will pave the way for any dependencies, assumptions and system description in detail. All such parameters will be considered as part of the achieving the deliverables and resource planning. The responsibility matrix, schedules that includes test scenario preparation, test execution, test cycle along with start and end date will be linked to milestones ensuring all deliverables will be achieved as per agreed timelines with the Authority.

On time delivery

We will adhere to the following for meeting the project requirements as per defined timelines.

- Rapid mobilisation and deployment of the test team as soon as the contract is awarded.

We will deploy resources within 1 week at the work location (Newcastle-upon-Tyne)

- Robust communication with all the necessary stakeholders including end users to manage risks and issues identified ensuring timely delivery
- We will establish and follow the escalation matrix, which will enable the team to quickly take action for important issues
- Seamless collaboration between development and test teams will ensure that the team is operating as one to ensure timely delivery. This will also eliminate potential situations of development and test teams blaming each other for issues when they are from different suppliers.

Resource and Time Plan

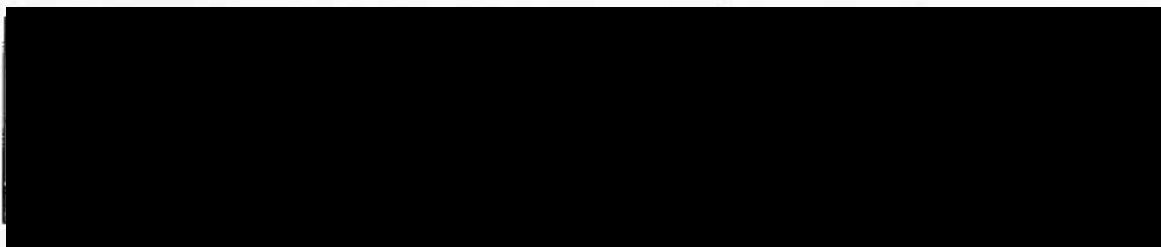


Schedule 2 – Call-Off Contract Charges

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

- The total cost of this Contract is: **£154,656 (inc VAT)**

Payment is to be made in two payment milestones upon satisfactory completion of the stipulated Contract Deliverables as detailed within the following table:



The Contract Deliverables are detailed as follows:

Deliverable	Estimated Completion Date
1. Contract Initiation meeting with Authority ICT Project Team	w/c 30 th January 2017
2. Testing* related to one OBIEE release (R35)** completed in 2016/17.	5 th February 2017
3. Testing related to one OBIEE release (R36) completed in 2017	10 th April 2017
4. Testing related to one CRM release (R35) completed in 2016/17	5 th February 2017
5. Testing related to one CRM release (R36) completed in 2017	10 th April 2017
6. Testing for CRM Project "CRM Risk Recording****"	10 th April 2017
7. Testing for CRM & OBIEE interim releases	10 th April 2017
8. Testing for CRM & OBIEE projects yet to be approved	10 th April 2017
9. Testing for Mulesoft connectors affected by above	10 th April 2017

* Testing includes all forms specified within Schedule 1a of this Call-Off Contract

** Each testing release will require a report and recommendation to the Authority of next steps upon completion and a summary of time spent.

***Specifications of each individual Project i.e. Risk Recording will be provided by the Authority prior to commencement of testing.

Part C – Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will terminate on the End Date specified in the Order Form unless terminated earlier in accordance with Clause 23 and will be a maximum of 24 months from the Commencement Date.

2. Overriding provisions

2.1 The Supplier agrees to supply the G-Cloud Services [and any Additional Services (Lot 4 only)] in accordance with this Call-Off Contract and the Supplier's Terms as identified in the Framework Agreement (G-Cloud Services) and incorporated into this Call-Off Contract.

2.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Contract, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Contract (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- the Framework Agreement
- the Clauses of this Call-Off Contract (excluding Supplier Terms)
- the completed Order Form
- the Supplier's Terms and Conditions, and
- any other document referred to in the Clauses of this Call-Off Contract.

The Supplier accepts this is the order of prevailing provisions in this Call-Off Contract.

3. Transfer and sub-contracting

3.1 The Supplier will not assign, novate or sub-contract any part of this Call-Off Contract without the Buyer's prior written approval which shall not be unreasonably withheld or delayed.

3.2 The Supplier will be responsible for the performance of any Sub-Contractors.

3.3 The Buyer may assign, novate or otherwise dispose of its rights and obligations under this Call-Off Contract or any part thereof to:

- any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Buyer, or
- any private sector body which substantially performs the functions of the Buyer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under this Call-Off Contract.

4. Supplier Staff

4.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer
- Comply with the provisions of the Official Secrets Act 1911 to 1989; and
- Section 182 of the Finance Act 1989.

5. Due diligence

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

5.2.1 having made their own enquiries are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of this Call-Off Contract

5.2.3 have entered into this Call-Off Contract relying on their own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will perform its obligations under this Call-Off Contract with all reasonable care, skill and diligence, according to Good Industry Practice.

6.2 The Supplier will use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements into systems providing services to data, software or Authority Confidential Information held in electronic form.

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

6.4 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions and Intellectual Property Rights to perform this Call-Off Contract.

6.5 The Supplier represents that, in entering into this Call-Off Contract it has not committed any Fraud.

6.6 The Supplier undertakes to pay all taxes due from it to HMRC and will not indulge in "disguised employment" practices when delivering services under this Call-Off Contract, and

6.7 For the avoidance of doubt, the fact that any provision within this Call-Off Contract is expressed as a warranty shall not preclude any right of termination the Buyer may have in respect of breach of that provision by the Supplier.

- 7. Business continuity and disaster recovery**
- 7.1** The Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan contained within their service descriptions where appropriate and required by the Buyer.
- 8. Payment terms and VAT**
- 8.1** The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted by the Supplier in accordance with this Call-Off Contract.
- 8.2** The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.
- 8.3** All charges payable by the Buyer to the Supplier shall include VAT at the appropriate rate.
- 8.4** The Supplier will add VAT to the charges at the appropriate rate.
- 8.5** Where specified within the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and shall not recover this charge from the Buyer.
- 8.6** The Supplier will ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 8.7** Supplier Sub-Contracts must oblige the Supplier to make payments to its Sub-Contractor within 30 calendar days from the receipt of a valid invoice.
- 8.8** The Supplier shall indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier shall pay all monies pursuant to this indemnity to the Buyer not less than 5 UK working days before the date upon which the tax or other liability is payable by the Buyer.
- 8.9** The Supplier shall not suspend the supply of the G-Cloud Services for Buyer's failure to pay undisputed sums of money unless the Supplier is entitled to suspend or terminate this Call-Off Contract. Interest shall be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).
- 8.10** In the event of a disputed invoice, the Buyer shall make payment in respect of any undisputed amount in accordance with the provisions of this Call-Off Contract and return the invoice to the Supplier within 10 UK working days of receipt with a

covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within 10 UK working days of receipt of the returned invoice stating whether or not the Supplier accepts the Buyer's proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.

9. Recovery of sums due and right of set-off

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

10. Insurance

The Supplier will maintain the insurances required by the Buyer including those set out in this clause.

10.1 Subcontractors

10.1.1 The Supplier will ensure that, during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000.

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

10.2.2 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold employers liability insurance to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer with the following evidence that they have complied with clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or

- other evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract.

10.4.2 The Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with Good Industry Practice, including the investigation and reports of claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any insurances of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would vitiate any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in this Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and
- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

11. Confidentiality

- 11.1** Except where disclosure is clearly permitted by this Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.
- 11.2** Disclosure of Confidential Information is permitted where information:
- must be disclosed to comply with legal obligations placed on the Party making the disclosure
 - belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
 - was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
 - is, or becomes, public knowledge, other than by breach of this clause or Call-Off Contract
 - is independently developed without access to the other Party's Confidential Information
 - is disclosed to obtain confidential legal professional advice.
- 11.3** The Buyer may disclose the Supplier's Confidential Information:
- to any central government body on the basis that the information may only be further disclosed to central government bodies;
 - to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
 - if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
 - on a confidential basis to exercise its rights or comply with its obligations under this Call-Off Contract; or
 - On a confidential basis to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.
- 11.4** References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this clause.
- 11.5** The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.
- 11.6** Either Party may use techniques, ideas or knowledge gained during this Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

- 11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.
- 12. Conflict of Interest**
- 12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.
- 12.2 Any breach of this clause will be deemed to be a Material Breach.
- 12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:
- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement
 - has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement
 - has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in the Tender process.
- 12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under this Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.
- 13. Intellectual Property Rights**
- 13.1 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.
- 14. Data Protection and Disclosure**
- 14.1 The Supplier shall comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement or under this Call-Off Contract.

- 14.2 Where the Supplier is processing Buyer Data or Other Contracting Bodies' Personal Data, the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority and Other Contracting Bodies' Personal Data (and to guard against unauthorised or unlawful processing or accidental loss, destruction of or damage to the Buyer Data and the Other Contracting Bodies' Personal Data.
- 14.3 The Supplier shall provide the Buyer and/or Other Contracting Body with such information as the Buyer and/or Other Contracting Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA including;
- to promptly notify the Buyer and/or Other Contracting Body of any breach of the security measures to be put in place pursuant to this Clause; and
 - to ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer and/or Other Contracting Body in breach of its obligations under the DPA and
 - not to cause or permit to be processed, stored, accessed or otherwise transferred outside the European Economic Area any Buyer Data or Other Contracting Body Personal Data supplied to it by the Buyer or Other Contracting Body without approval.
15. Buyer Data
- 15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.
- 15.2 The Supplier will not store or use Buyer Data except where necessary to fulfill its obligations.
- 15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.
- 15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.
- 15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:
- the government security policy framework and information assurance policy;
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
 - the relevant government information assurance standard(s).

- 15.7 Where the duration of this Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred then the Supplier will re-submit such system for accreditation.
- 15.8 If at any time the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost where such corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier or its representatives) comply with any remedial action proposed by the Buyer.
- 15.9 The Supplier will provide at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Act (to the extent arising under and/or in connection with the Framework Agreement and this Call-Off Contract). The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Act. This is an absolute obligation and is not qualified by any other provision of this Call-Off Contract.
- 15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 15.11 The provisions of this Clause 15 shall apply during the term of this Call-Off Contract and for such time as the Supplier holds the Buyer's Data.
16. Records and audit access
- 16.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under this Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).
17. Freedom of Information (FOI) requests
- 17.1 The Supplier will transfer any Request for Information to the Buyer within 2 UK working days of receipt.
- 17.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

- 17.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOIA or EIR request so that the Supplier may make appropriate representations.
18. Standards and quality
- 18.1 The Supplier will comply with any standards in this Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement.
19. Security
- 19.1 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.
- 19.2 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.
- 19.3 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, will be dealt with by the Buyer and the Supplier as follows:
- by the Supplier, where the Malicious Software originates from the Supplier software or the Buyer Data while the Buyer 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.
 - by the Buyer if the Malicious Software originates from the Buyer software or the Buyer Data, while the Buyer Data was under the control of the Buyer.
- 19.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.
- 19.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, available at:
<https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary>
20. Guarantee
- 20.1 Where the Buyer has specified in the Order Form that this Call-Off Contract shall be conditional upon receipt of a Guarantee from the guarantor, the Supplier shall deliver to the Buyer a completed Guarantee in the form attached, on or prior to the Commencement Date; and deliver to the Buyer a certified copy of the passed

resolution and/or board minutes of its guarantor approving the execution of the Guarantee.

21. Incorporation of terms

21.1 Upon the execution of an Order, the terms and conditions agreed in the Order Form will be incorporated into this Call-Off Contract.

22. Managing disputes

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this procedure will prevent a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation,
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 UK working days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 UK working days from the date of the proposal to appoint a mediator, or within 3 UK working days of notice from the mediator to either Party that they are unable or unwilling to act.
- The Parties will meet with the mediator within 10 UK working days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.
- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- If the Parties reach agreement on the resolution of the dispute, the agreement will be reduced to writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to this Call-Off Contract without the prior written consent of both Parties.

- If the Parties fail to reach agreement in the structured negotiations within 60 UK working days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.
- 22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:
- any technical aspect of the delivery of the digital services;
 - the underlying technology; or
 - otherwise is of a financial or technical nature.
- 22.6 An expert will be appointed by written agreement between the Parties, but if there is a failure to agree within 10 UK working days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).
- 22.7 The expert will act on the following basis:
- they will act as an expert and not as an arbitrator and will act fairly and impartially;
 - the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
 - the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 UK working days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;
 - any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 UK working days of the expert's determination being notified to the Parties
 - the process will be conducted in private and will be confidential;
 - the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.
- 22.8 Without prejudice to any other rights of the Buyer under this Call-Off Contract, the obligations of the Parties under this Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the Supplier and the Supplier Staff will comply fully with the Requirements of this Call-Off Contract at all times.
- 23. Termination**
- 23.1 The Buyer will have the right to terminate this Call-Off Contract at any time by giving the notice to the Supplier specified in Part A, the Order Form. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this clause is reasonable in view of the subject matter of this Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this clause without cause.
- Subject to clause 31 (Liability), if the Buyer terminates this Call-Off Contract without cause, they will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.
- Either Party will have the right to terminate this Call-Off Contract where clause 29.2 applies.

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

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied, or
- the Supplier commits any fraud.

23.4 Either Party may terminate this Call-Off Contract at any time with immediate effect by written notice (of not more than 30 UK working days) if the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due under this Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 UK working days of being notified in writing to do so.

23.5 If an Insolvency Event of either Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business, the other Party is entitled to terminate this Call-Off Contract with immediate effect.

23.5 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Buyer in writing of such failure to pay and allow the Buyer five (5) calendar days to settle the undisputed invoice. If the Buyer fails to pay such undisputed sums within the allotted additional 5 calendar days, the Supplier may terminate this Call-Off Contract subject to giving the length of notice specified in the Order Form (Termination)

24. Consequences of termination and expiry

- 24.1** Where the Buyer has the right to terminate this Call-Off Contract it may elect to suspend this Call-Off Contract and its performance.
- 24.2** If the Buyer contracts with another Supplier for the Deliverables under this Call-Off Contract, the Supplier will comply with clause 28.
- 24.3** The rights and obligations of the Parties in respect of this Call-Off Contract will automatically terminate upon the expiry or termination of this Call-Off Contract, except those rights and obligations set out in clause 24.7.
- 24.4** At the end of the Call-Off Contract period (howsoever arising), the Supplier must:
- promptly return to the Buyer:
 - all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under this Call-Off Contract;
 - any materials created by the Supplier under this Call-Off Contract where the IPRs are owned by the Buyer;
 - cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
 - destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination, and provide written confirmation to the Buyer that the data has been securely destroyed, except where the retention of Buyer Data is required by Law;
 - work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
 - return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
 - provide all information requested by the Buyer on the provision of the Services so that:
 - the Buyer is able to understand how the Services have been provided; and
 - the Buyer and the replacement supplier can conduct due diligence.
- 24.5** Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the Information must be retained by the Party as a legal requirement or where this Call-Off Contract states otherwise.
- 24.6** All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where this Call-Off Contract states otherwise.
- 24.7** Termination or expiry of this Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under this Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
 - 8 - Payment Terms and VAT
 - 9 - Recovery of Sums Due and Right of Set-Off
 - 10 - Insurance
 - 11 - Confidentiality
 - 12 - Conflict of Interest
 - 13 - Intellectual Property Rights
 - 15 - Buyer Data
 - 24 - Consequences of Expiry or Termination
 - 31 - Liability
 - 32 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of this Call-Off Contract.

25. Supplier's status

- 25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

26. Notices

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

- 26.2 The following table sets out the method by which notices may be served under this Call-Off Contract and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in a pdf form to the correct email address without any error message

- 26.3 The address and email address of each Party will be the address and email address in the Order Form.

27. Exit plan

- 27.1 The Supplier has provided details of their exit plan within the service description specified in the Order Form and the Buyer and Supplier will follow these arrangements as per Supplier Terms.

28. Handover to replacement supplier

28.1 Within 10 UK Working Days of the expiry or termination of this Call-Off Contract , the Supplier will make available to the Buyer:

- any data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control.
- any sums prepaid to the Supplier in respect of Ordered Deliverables not provided by the date of expiry or termination of this Call-Off Contract.

28.2 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (clause 27) to ensure continuity of the Services.

29. Force Majeure

29.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under this Call-Off Contract for the length of a Force Majeure event.

29.2 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate this Call-Off Contract with immediate effect by notice in writing.

30. Entire agreement

30.1 This Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

30.2 Each Party agrees that in entering into this Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement or representation (whether negligently or innocently made) other than as expressly described in this Call-Off Contract.

30.3 Nothing in this clause will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

30.4 Each of the Parties agrees that in entering into this Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in this Call-Off Contract.

31. Liability

31.1 Neither Party excludes or limits its liability for:

- death or personal injury;
- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982; or
- any liability to the extent it cannot be excluded or limited by Law.

31.2 Subject to Clauses 31.1 and 31.10 and any lower limits specified in the Order Form, and notwithstanding Clause 31.4, each Party's total aggregate liability relating to all Losses due to a Default in connection with this Call-Off Contract::

- resulting in direct loss or damage to physical Property (including any technical infrastructure, assets or Equipment) of the other Party, will be limited to the sum of £1,000,000 in each Call-Off Contract year in which the Default occurs
- subject to the first bullet point in this clause 31.2 which occur in the first 6 months, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first six months
- subject to the first bullet point in this clause 31.2 which occur during the remainder of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 125% of the Call-Off Contract Charges paid, due or which would have been payable under this Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability
- subject to the first bullet point in this clause 31.2 which occur after the end of the Call-Off Contract period, will be limited to the greater of the sum of £500,000 or an amount equal to 125% of the Call-Off Contract Charges paid, due or which would have been payable under this Call-Off Contract in the 6 months immediately before the end of the Call-Off Contract period.

31.3 Subject to clause 31.1, 31.4, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or
- any indirect, special or consequential loss or damage.

31.4 Subject to Clause 31.2 the Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Supplier Default; and
- any wasted expenditure or charges rendered unnecessary and/or incurred by the Buyer arising from the Supplier's Default; and
- any losses, costs, damages, expenses or other liabilities suffered or incurred by

the Buyer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Buyer Data by the Supplier; and

- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

31.5 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data, caused by the Supplier's default under or in connection with a Call-Off Contract shall be subject to the financial limits set out in the Order Form.

31.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

31.7 Unless otherwise expressly provided, the obligations of the Buyer under this Call-Off Contract are obligations of the Buyer in its capacity as a Contracting counterparty and nothing in this Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under this Call-Off Contract on the part of the Buyer to the Supplier.

31.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this clause have been reached.

31.9 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Buyer or by breach by the Buyer of its Call-Off Contract obligations.

31.10 The Supplier's liability to pay any Management Charges which are payable to the Authority shall not be limited.

32. Waiver and cumulative remedies

32.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to.

32.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

33. Fraud

33.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

33.2 If the Supplier commits any fraud relating to a Framework Agreement, this Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 33.3 below or by any other remedy available in law.

33.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this clause.

34. Prevention of bribery and corruption

34.1 The Supplier will not commit any Prohibited Act.

34.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission; and
- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this clause.

35. Legislative change

35.1 The Supplier will neither be relieved of its obligations under this Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

36. Publicity, branding, media and official enquiries

36.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate this Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

37. Non Discrimination

37.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

38. Premises

38.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

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

38.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call-Off Contract.

38.4 This clause does not create an tenancy or exclusive right of occupation.

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

- ensure the security of the premises;
- comply with Buyer requirements for the conduct of personnel;
- comply with any health and safety measures implemented by the Buyer;
- comply with any instructions from the Buyer on any necessary associated safety measures ; and
- notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.

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

38.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

39. Equipment

39.1 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any Loss of, or damage to, any Equipment.

39.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

40. The Contracts (Rights of Third Parties) Act 1999

40.1 A person who is not party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Call-Off Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

41. Law and jurisdiction

- 41.1 This Call-Off Contract will be governed by the Laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

42. Environmental requirements

- 42.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 42.2 The Supplier must support Buyers in their efforts to work in an environmentally-friendly way, eg by helping them engage in practices like recycling or lowering their carbon footprint.

43. Defined Terms

In this Call-Off Contract, the following expressions and defined terms have the following interpreted meaning:

'Additional Services'	The services in addition to the G-Cloud Services which are within the scope of the Framework Agreement which the Buyer may request from time to time.
'Application'	The response submitted by the Supplier to the Invitation to Tender (ITT).
'Assurance'	The verification process undertaken by CCS as described in this Framework Agreement.
'Background IPRs'	For each Party: <ul style="list-style-type: none">● IPRs owned by that Party before the date of this Call-Out Contract, including IPRs contained in any of the Party's know-how, documentation, processes and procedures,● IPRs created by the Party independently of this Call-Out Contract, and/or● For the Buyer, Crown Copyright which is not available to the Supplier otherwise than under this Call-Out Contract, but excluding IPRs owned by that Party subsisting in Buyer software or Supplier software.
'Buyer'	A UK public sector body, or Contracting Body, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within this Framework Agreement and is identified in the Call-Off Order Form.
'Buyer's Confidential Information'	All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the

	<p>above</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</p>
'Buyer Data'	Data that is owned or managed by the Buyers.
'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this Agreement), which is or will be used by the Supplier for the purposes of providing the Services.
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Buyer and the Supplier.</p> <p>This may include the Order Form detailing service requirements, term of Call-Off Order, start date and pricing.</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract.
'PSN Code of Practice'	Those obligations and requirements for PSN Service Providers wanting to participate in the PSN together with all documents annexed to it and referenced within it, as set out in the code template.
'Collaboration Agreement'	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives an efficient end-to-end G-Cloud Services.
'Commencement Date'	<p>For the purposes of the Framework Agreement, commencement date shall be as outlined in Section 1 - The Appointment within this Framework Agreement.</p> <p>For the purposes of the Call-Off Contract, commencement date shall be as set in the Order Form.</p>
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive.
'Comparable Supply'	The supply of services to another Buyer of the Supplier that are the same or similar to any of the Services
'Confidential Information'	<p>CCS's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of

	<p>the above</p> <ul style="list-style-type: none"> any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Contracting Bodies'	The Buyer and any other person as listed in the OJEU Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Crown'	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Data Protection Legislation or DPA'	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner.
'Data Subject'	Shall have the same meaning as set out in the Data Protection Act 1998, as amended from time to time.
'Default'	<ul style="list-style-type: none"> any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to this Framework Agreement or this Call-Off Contract <p>Unless otherwise specified in this Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
'Deliverable'	Those G-Cloud Services which the Buyer contracts the Supplier to provide under the Call Off Contract.

'Digital Marketplace'	The government marketplace where Services will be made available to Buyers to enable them to be bought (https://www.digitalmarketplace.service.gov.uk/)
'Equipment'	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under the Call-Off Contract.
'Direct Award Criteria'	The award criteria to be applied for the award of Call-Off Contracts for G-Cloud Services set out in Section 3 'Buying Process'.
'Direct Ordering Procedure'	The ordering procedure set out in Framework Agreement.
'Effective Date'	The date on which the Call-Off Contract is signed and as set out in the Order Form.
'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation.
'Framework Agreement'	The contractually-binding framework agreement between the Crown Commercial Service and the Supplier, reference number: RM1557viii, referred to in the Order Form.
'Framework Suppliers'	The suppliers (including the Supplier) appointed under this G-Cloud 8 Framework Agreement.
'Fraud'	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.
'G-Cloud Services'	The cloud services described in Framework Section 2 (G-Cloud Services) as defined by the Service Definition, the Supplier Terms and any related tender documentation, which the Supplier shall make available to the Authority and Other Contracting Bodies and those services which are deliverable by the Supplier under the Collaboration Agreement.
'Good Industry Practice'	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected

	from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice (https://www.gov.uk/service-manual/technology/code-of-practice.html) and the government service design manual (https://www.gov.uk/service-manual).
'Group'	A company plus any subsidiary or Holding Company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006.
'Group of Economic Operator'	A partnership or consortium not (yet) operating through a separate legal entity.
'Guarantee'	The deed of guarantee described in the Order Form (Parent Company Guarantee).
'Guidance'	Any current UK Government Guidance on the Public Contracts Regulations. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance shall take precedence.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006.
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time.
'Insolvency Event'	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
'Intellectual Property Rights' or 'IPR'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</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>

	c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.
'Invitation to Tender or ITT'	The invitation to tender for this Framework.
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of Law, or directives or requirements of any Regulatory Body.
'Loss'	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
'Lot'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.5% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or termination of any Call-Off Contract.
'Management Information'	The management information (MI) specified in section 6 (What you report to CCS) of the Framework Agreement.
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> ● there are omissions or errors in the Supplier's submission ● the Supplier uses the wrong template ● the Supplier's report is late ● the Supplier fails to submit a report
'Material Breach (Framework Agreement)'	A breach by the Supplier of the following Clauses in this Framework Agreement: <ul style="list-style-type: none"> ● Subcontracting ● Non-Discrimination ● Conflicts of Interest and Ethical Walls ● Warranties and Representations ● Provision of Management Information ● Management Charge ● Prevention of Bribery and Corruption ● Safeguarding against Fraud

	<ul style="list-style-type: none"> ● Data Protection and Disclosure ● Intellectual Property Rights and Indemnity ● Confidentiality ● Official Secrets Act ● Audit
'Material Breach (Call-Off Contract)'	A single serious breach of or persistent failure to perform as required in the Call-Off Contract.
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union.
'Order Form'	An order set out in the Call-Off Contract for G-Cloud Services placed by a Buyer with the Supplier.
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS.
'Parent Company'	Any company which is the ultimate Holding Company of the Supplier.
'Party'	<ul style="list-style-type: none"> ● for the purposes of the Framework Agreement, CCS or the Supplier ● for the purposes of the Call-Off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly.
'Personal Data'	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
'Prohibited Act'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
'PSN'	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/uksl/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made).
'Regulatory Bodies'	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this

	Framework Agreement.
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties.
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.
'Self Audit Certificate'	The certificate in the form as set out in Framework Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier.
'Services'	Means G-Cloud Services and any/or Additional Services.
'Service Definition'	The definition of the Supplier's G-Cloud Services provided as part of their Tender that includes, but is not limited to, those items listed in Section 2 (G-Cloud Services) of this Framework Agreement.
'Service Description'	The description of the Supplier service offering as published on the Digital Marketplace.
'Standstill Period'	The term Standstill Period is set out in Regulation 87 (2). In summary, it is the 10 calendar days after CCS (in this instance by electronic means) sends its decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which CCS must not conclude the Framework Agreement with the successful Supplier(s). Unsuccessful Applicants can raise any questions with CCS that relate to the decision to award before the Framework Agreement is concluded. CCS cannot advise unsuccessful Applicants on the steps they should take. Applicants should always seek independent legal advice, where appropriate.
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply.
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by this Framework Agreement.
'Supplier'	A Supplier of G-Cloud Services who can bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Contract Notice).
'Supplier Background IPRs'	Background IPRs of the Supplier.
'Supplier Insolvency Event'	Means the Supplier is unable to pay debts in Section 268 of Insolvency Act 1986.
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under this Framework Agreement or any Call-Off

	Contracts.
'Supplier Terms'	means the terms and conditions pertaining to the G-Cloud Services and as set out in the Terms and Conditions document supplied as part of the Supplier's Tender.
'Tender'	The response submitted by the Supplier to the Invitation to Tender.
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales , from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract.

