

G-CLOUD 8 CALL-OFF CONTRACT

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

Part A - Order Form

Part B - The Schedules

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Schedule 2 - Call-Off Contract Charges

Schedule 3 - Deed of Guarantee

Part C - Terms and conditions

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Part A - Order Form

Buyer	Cabinet Office
Service ID(s)	880737947845354
Supplier	Carrenza
Call-Off Contract ref.	WP1133
Call-Off Contract title	Carrenza
G-Cloud Framework No.	G-Cloud 8: RM1557viii
Call-Off Contract description	Requirements for IaaS: Primary hosting service for GOV.UK
Start date	14/10/2016
End date	13/10/2018
Call-Off Contract value	The estimated initial contract value is £2,000,000. The Contract price may flex up or down over the term of the contract in completion of the requirement.
Charging method	Method of payment is BACS

Purchase order No.

To follow

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

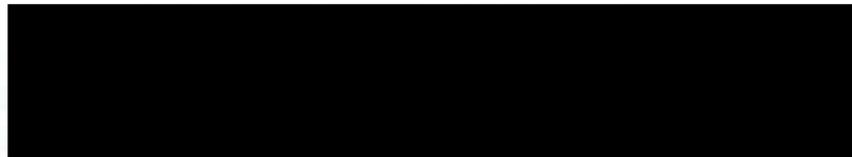
This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

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.

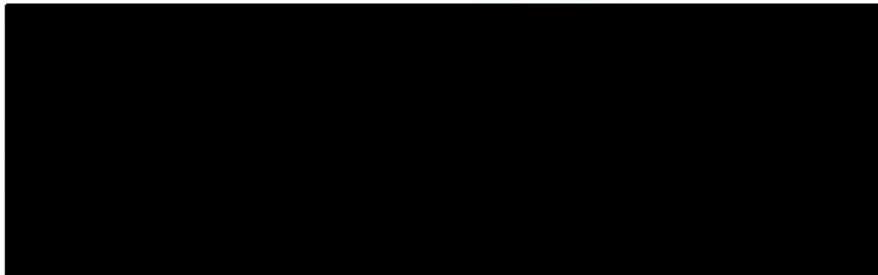
There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. “[this is a term you can alter]”.

Buyer reference: As per WP number above

From: the Buyer



To: the Supplier



Together: the "Parties"

Principle contact details

For the Buyer: Name & title:

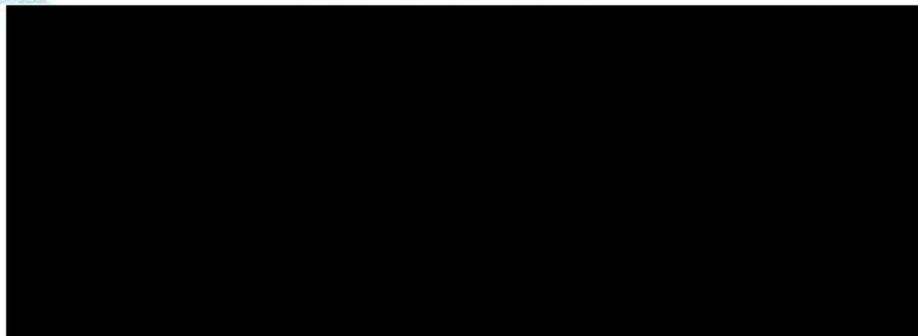
Email:

Phone:

For the supplier Name & title:

Email:

Phone:



Call-off contract term

Commencement date: This Call-Off Contract commences on 14 October 2016 and is valid for 24 months.

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 1 IaaS

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

- **Service description:**
- <https://www.digitalmarketplace.service.gov.uk/g-cloud/services/880737947845354>

Carrenza Limited

Carrenza OFFICIAL IaaS Compute and Storage

Carrenza's OFFICIAL IaaS Cloud is a secure cloud service that supports digital transformation, ecommerce and transactional systems, and legacy environments, including Oracle hosting. The service is available via the internet and PSN, including both PSN Protect and PSN Assured, and is ideal for both test & development and production environments.

Features

- Aligned with CESG Cloud Security Principles
- Infrastructure automation and orchestration. VMware vCloud & OpenStack
- Granular resource based hourly billing
- Secure N+1 UK data centres. Data never leaves the UK
- Choice of virtual and bare metal physical resource
- ITIL based service delivery management and reporting
- 24x7x365 availability, service desk, support, and monitoring
- 99.99% SLA / uptime guarantee

- Onsite and offsite Backup and DR available
- Connect via internet, PSN Assured or PSN Protect

Benefits

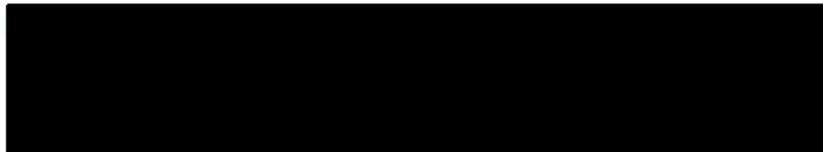
- Highly secure for OFFICIAL and OFFICIAL-SENSITIVE data workloads
- Ideal for both test & development and production environments
- Hosting for digital services; applications, websites, portals and intranets
- Move your legacy workloads to the cloud to reduce cost
- Supports any application that runs on x86 architecture
- Automation and orchestration to simplify processes and reduce cost
- Easy to use. Self service portal & API. Supports containers
- Rapidly deploy and scale servers and storage resource
- Automate the deployment and installation applications and digital services

- UK based dual site resiliency option

- **Service definition:**
- <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/92563/880737947845354-service-definition-document-2016-09-05-1316.pdf>

Additional Services: Not applicable.

Location:



Quality standards: The quality standards required for this Call-Off Contract are:

Service Level Agreement:

- Provision of an SLA which guarantees that the laas will be available and responsive at least 99.99% of the time.
- SLA which provides a 15 minute response time for P1 Critical Incidents.
- Support for provided APIs and Infrastructure, with adequate documentation on usage of API and incident responses.
- Timely access to graphs/logs for upstream ingress and egress network traffic (via GUI or API).
- Commitment and ability to have product and technical staff attend support meetings in London at short notice (48 hours).

Fine Grained Billing and Reporting:

- Where possible, provision of clearly identified fixed billing charges and detailed usage rather than just a big summary number for total usage for the month for customer tracking and price comparative purposes.

Disaster Recovery Notification and Restoration

- Provision of well defined process and service level agreement for disaster recovery, customer notification and expected recovery and restoration timescales.

Protective Monitoring Systems

- Provision of clear and coherent explanation of any protective monitoring systems or alternative compliance options, either currently in place or about to be implemented, which sufficiently meets current guidance and recommendations.

Security standards

Security Review:

A full and independent review of supplier's security controls must be carried out, in the first instance, (either by the GDS CLAS Consultant or an independent accredited CLAS Consultant).

This may be achieved by completion of a PGA Accreditation, ISO 27001,

and include documentation of:

Risk Management Statement, General Incident Escalation Route, Technical Patching Process, The Company's Vetting Process

Security Commitment and Accreditation:

Supplier agreement and commitment to attend **quarterly** PGA/ISO 27001 Accreditation Progress meetings with the GDS CLAS Consultant, with a security review to be held at the twelve (12) month point of the contract.

Supplier agreement and commitment to address any failings identified during completion of the BCS within a three (3) month period of go-live, unless agreed with the GDS Accreditor.

Supplier commitment to producing a **Risk Treatment Plan** detailing how any identified failings (during completion of the BCS) and outstanding risks from recent GOV.UK IT Health Checks are to be addressed.

Commitment to Risk Management and Quality Assurance:

Supplier commitment to managing the risk treatment plan to ensure risks are addressed to the satisfaction of the GDS Accreditor and within agreed timeframes. Timeframes to be determined at completion of BCS

Technical standards

and post distribution of IT Health Check results and review.

Commitment to running regular IT Health Checks.

Supplier's commitment to running IT Health Checks on a regular basis, formed in two parts:

Testing of any significant changes to the network to avoid any introduction of vulnerabilities which could impact on GOV.UK website and services.

Full IT Health Check carried out on a twelve (12) month (or less) basis and the report shared with GDS Accreditor.

The technical standards required for this Call-Off Contract are:

Multiple Data Centres:

- The IaaS solution requires redundant deployment to multiple data centres. These data centres should be geographically separated by a significant distance, therefore we require to know the location of the data centres

Real Time Access

- Provision of real time access to all request logs

Application Programming Interface (API)

- Provision of API for viewing and assessing control over the following components:
- Monitoring data (i.e. request, response times etc)
- Configuration and file naming

On-boarding The on-boarding plan for this Call-Off Contract is: N/A

Off-boarding The off-boarding plan for this Call-Off Contract is: N/A

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 shall in no event exceed fifty percent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off period

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

- a minimum insurance period of six, 6 years following the expiration or earlier termination of this Call-Off Contract
- 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)
- employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required

by Law from time to time

Buyer's Responsibilities The Buyer is responsible for:

Support Requirements:

- Forthcoming project/service requirement short timescales and deadlines to allow for adequate supplier response and negotiation
- Unscheduled response/support meetings

Planned Security checks:

- GOV.UK ITHC (pen-tests) involving Carrenza's IaaS services
thus enabling Carrenza with sufficient time to prepare and commit to these requirements (at least 48 hours notice for meetings, 2/3 week notice of pen-testing and minimum of 1 sprint notice of any project deadlines).

Buyer's equipment The Buyer's equipment to be used in connection with this Call-Off Contract includes: N/A.

Supplier's information

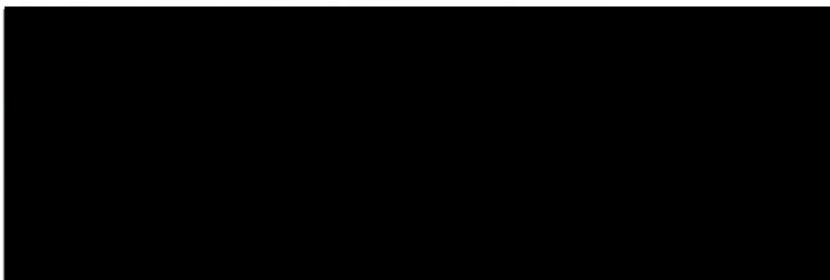
Commercially sensitive information: The following is a list of the Supplier's commercially sensitive information: N/A.

Subcontractors / Partners: The following is a list of the Supplier's 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):



Payment profile:

The payment profile for this Call-Off Contract is monthly in arrears.

Invoice details:

The Supplier shall issue electronic invoices monthly in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within thirty, (30) calendar days of receipt of a valid invoice.

Who and where to send invoices to:

Invoices shall be sent to Shared Services Accounts Payable, Room 6124, Tomlinson House, Norcross Blackpool, FY5 3TA and email address/es: jack.church@digital.cabinet-office.gov.uk & requisitions@cabinetoffice.gov.uk.

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

All invoices must include WP number and PO number applicable to this call-off contract. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Customer to validate the invoice.

Invoice frequency

Invoice will be sent to the Buyer monthly.

Call-Off Contract value:

The estimated initial contract value is £2,000,000.
The Contract price may flex up or down over the term of the

Call-Off Charges: contract in completion of the requirement.

Contract laaS: Primary hosting service for GOV.UK for 2 years, 14/10/2016 to 13/10/2018, as per pricing guide <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/92563/880737947845354-pricing-document-2016-09-05-1316.pdf>

Please see Schedule 2 for breakdown of charges.

Additional Buyer terms

Performance of the service and deliverables

This Call-Off Contract will include the following implementation plan and milestones:

- Supply of high quality Infrastructure as a Service (IaaS) supported by the following essential services:
 - Support 24/7
 - 15 minute response time for Priority 1 Critical Incidents
 - Located and controlled data centres
 - Connection Access to SSL, VPN and 2FA via Portal and API
 - Remote Access
 - Internet access & encryption
 - TCP performance, UDP port-based packet-filtering Firewall appliance
 - Supplier provided network-layer load balancer appliances (from public internet to selected VMs)
 - Isolated sets of VMs
 - Configurable VDC including:
 - 64 bit architecture support

- Range of VM sizes (at least 8 core)
- 16Gb RAM
- Disk space for up to 512Gb
- 100 VM capacity (per environment) across 3 environments including:
 - at least 250 vCPU's
 - 400Gb RAM
 - 3Tb disk per environment
 - VM Template management
 - Ubuntu LTS (version 12.04)
 - Programmable API
 - Choice of Operating Systems

Collaboration agreement	The Buyer does not require the Supplier to enter into a Collaboration Agreement.
Warranties, representations	In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that: Not used.
Supplemental requirements in addition to the call-off terms	In accordance with Call-Off Contract clauses, the Supplier will: Not used.
Buyer specific amendments to/refinements of the Call-Off Contract terms	In accordance with Call-Off Contract clauses, the Supplier will: Not used.
Public Services Network (PSN)	<p>The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.</p> <p>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.</p> <p>Delivery of PSN Compliant Services</p> <p>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.</p> <p>If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:</p> <ul style="list-style-type: none"> • 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.

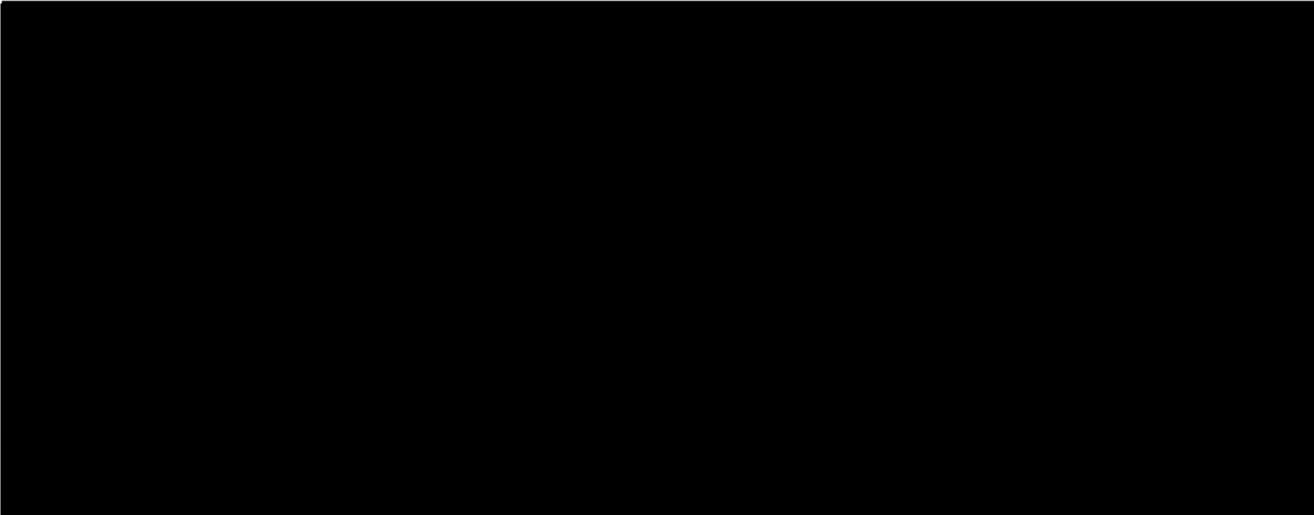
Formation of Contract

- 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:



Part B - The Schedules

Schedule 1 - Deliverables / Milestones

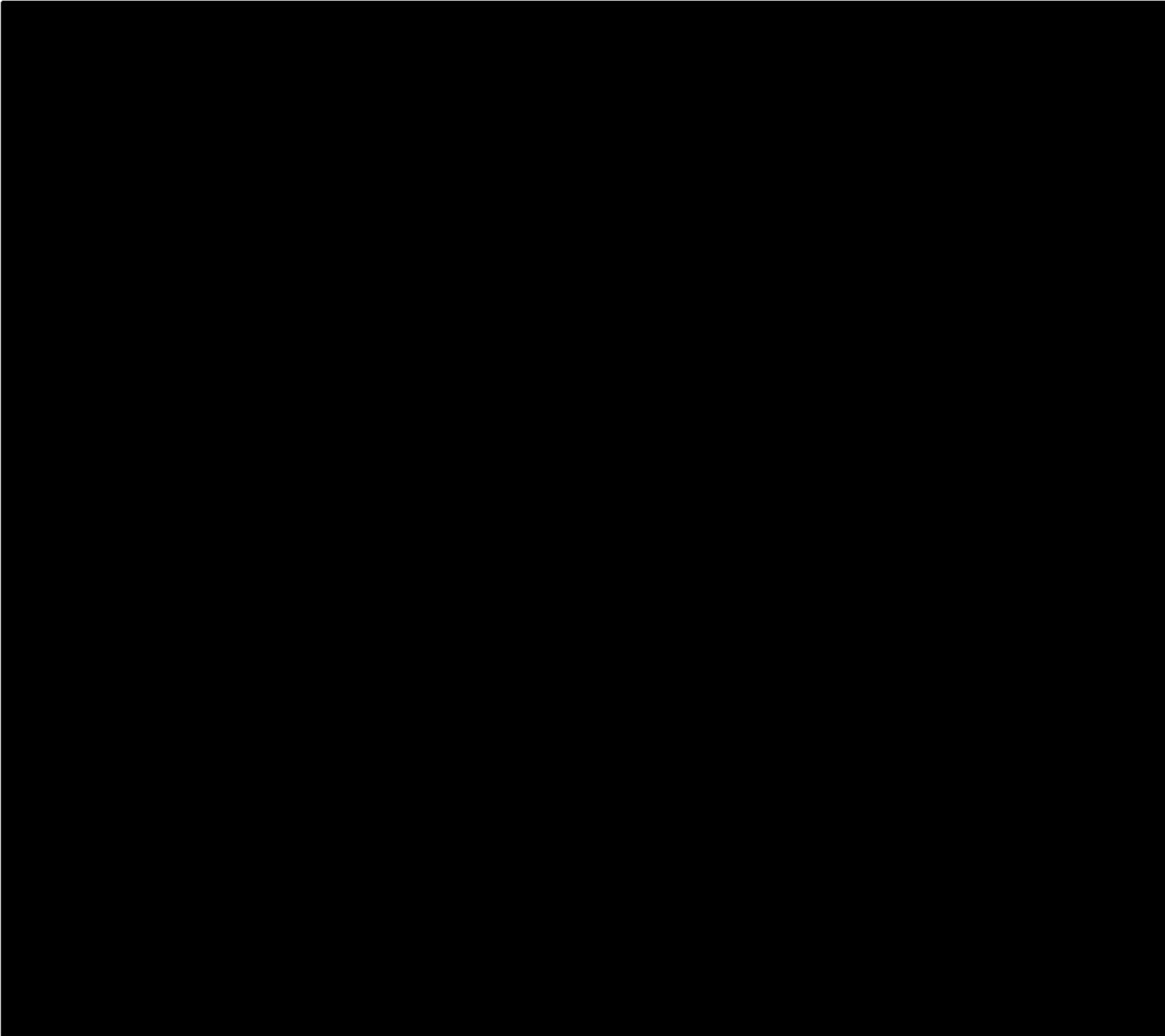
- Supply of high quality Infrastructure as a Service (IaaS) supported by the following essential services:
 - Support 24/7
 - 15 minute response time for Priority 1 Critical Incidents
 - Located and controlled data centres
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 - Remote Access
 - Internet access & encryption
 - TCP performance, UDP port-based packet-filtering Firewall appliance
 - Supplier provided network-layer load balancer appliances (from public internet to selected VMs)
 - Isolated sets of VMs
 - Configurable VDC including:

- 64 bit architecture support
- Range of VM sizes (at least 8 core)
- 16Gb RAM
- Disk space for up to 512Gb
- 100 VM capacity (per environment) across 3 environments including:
 - at least 250 vCPU's
 - 400Gb RAM
 - 3Tb disk per environment
 - VM Template management
 - Ubuntu LTS (version 12.04)
 - Programmable API
 - Choice of Operating Systems

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):

- <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/92563/880737947845354-pricing-document-2016-09-05-1316.pdf>



Schedule 3 - Deed of guarantee

Not used.

Schedule 4 - Alternative Clauses

Not used.

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.