

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

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Part A: Order Form No. 1

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	4606 4397 1613 582
Call-Off Contract reference	C25104
Call-Off Contract title	O'Reilly Online
Call-Off Contract description	Purchase a subscription to O'Reilly online learning, an online learning platform service with unlimited access to over 60,000 books, videos, live online courses, learning paths, certification prep tests, interactive coding, and more – created by industry experts to help you get smarter about AI, operations, data, leadership, and beyond.
Order Form No. 1 Effective Date	The date the last Party signs the Call-Off Contract and Order Form No. 1.
Service	O'Reilly online learning – access for two thousand (2,000) Authorized Users
Service Start date	11 th May, 2023
Service Expiry date	12 months from the Service Start Date (hereinafter, the subscription term) ending on 10 th May, 2024
Order No. 1 value	GBP 155,625.80
Call-Off Contract value	GBP 155,625.80. This may be increased if the Call-Off Extension period is exercised.
Charging method	Invoice / wire

Purchase order number	TBC
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This Order Form No. 1 is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	Home Office Home Office Digital, Data and Technology 2 Marsham Street London SW1P 4DF
To the Supplier	O'Reilly Media, Inc. (800) 775-7330 1005 Gravenstein Highway North Sebastopol, California 95472 USA Company number: EIN #: 04-2789763
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Senior Profession Manager

Name: [REDACTED]

Email: [REDACTED]@homeoffice.gov.uk

Phone: [REDACTED]

For the Supplier:

Title: Strategic Account Manager

Name: [REDACTED]

Email: [REDACTED]@oreilly.com

Phone: [REDACTED]

Call-Off Contract term

Call-Off Contract Effective Date	The date the last Party signs this Call-Off Contract.
Call-Off Contract Start date	11 th May, 2023.
Call-Off Contract End (“End Date”) (termination)	<p>12 months after the Start date of this Call-Off Contract, ending on 10th May, 2024, unless extended as provided herein.</p> <p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 5 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier four weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>ols-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none">• O'Reilly online learning for the number of Users specified in Order Form No. 1 (or any subsequent order under this Call-Off Contract) for access to the Service by Buyer's Authorized Users defined as employees, contractors, agents, or such other persons within Buyer's organization who are specifically authorized to use the Service
Additional Services	None
Location	The Services will be delivered online to Buyer.
Quality Standards	The quality standards required for this Call-Off Contract are not applicable.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are not applicable.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as set out in the O'Reilly Service Definition document at https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/714602/460643971613582-service-definition-document-2022-05-17-1513.pdf.</p>
Onboarding	The onboarding plan for this Call-Off Contract is as set out in the O'Reilly Service Definition document at:

	https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/714602/460643971613582-service-definition-document-2022-05-17-1513.pdf .
Offboarding	Not Applicable
Collaboration agreement	Not Applicable
Limit on Parties' liability	<p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier in the current subscription term during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier in the current subscription term during the Call-Off Contract Term.</p>
Insurance	<p>As per Framework Agreement, the Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • for the duration of this Call-Off Contract • employers' liability insurance with a minimum limit of £5,000,000
Buyer's responsibilities	The Buyer is responsible for providing Supplier with the name and email address of its Authorized Users of the O'Reilly online learning Service.
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes desktop or mobile device.</p> <p>Reason: For access to the Cloud Service.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>Not applicable</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is check or wire transfer.
Payment profile	The payment profile for this Call-Off Contract is in advance of the subscription term.
Invoice details	The Supplier will issue electronic invoice(s) for the Service upon execution of the Call-Off Contract and Order Form No. 1 by the Parties and for any upgrade or extension period, upon the parties' execution of an amendment hereto or applicable Order Form(s). The Buyer will pay the Supplier within 30 days of the date of Supplier's undisputed invoice. For the avoidance of doubt, all amounts invoiced in accordance with the Call-Off Contract and any applicable Order Form or amendment shall be deemed valid.
Who and where to send invoices to	<p>Invoices will be sent to</p> <p>Home Office Shared Service Centre HO Box 5015 Newport, Gwent NP20 9BB United Kingdom Email: HOSupplierInvoices@homeoffice.gov.uk Telephone: 03450 100122.</p>

Invoice information required	All invoices must include the contract reference (C25104), purchase order number, period to which the invoice relates, line item description as per the purchase order, total cost per line, total value of invoice and VAT
Invoice frequency	Invoice will be sent to the Buyer upon execution of the Call-Off Contract and/or Order Form(s) by the Parties.
Call-Off Contract value	The total value of this Call-Off Contract is GBP 155,625.80.
Call-Off Contract charges	The breakdown of the Charges is as set forth in Schedule 2.

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • Not Applicable
Guarantee	Not Applicable
Warranties, representations	Not Applicable
Supplemental requirements in addition to the Call-Off terms	Not Applicable

Alternative clauses	Not Applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>1. Clause 11.4 shall not apply to this agreement. Rights to use the Service are as detailed in the Supplier Terms and Conditions.</p> <p>2. Notwithstanding clause 12.3 of the Terms and Conditions outlined in Part B below, clause 12.3 is amended as follows: Buyer hereby grants to Supplier a general written authorization to appoint Subprocessors subject to Schedule 7, Framework Agreement. Supplier shall notify Buyer of any new Subprocessor appointment at the email address specified by Buyer. Buyer may object to the appointment within 20 days of receiving Supplier's notification. Supplier undertakes not to allow any newly-appointed Subprocessor to access or process any Buyer Personal Data before the expiration of the above-mentioned 20-day objection period. In case of an objection, the parties will work together in good faith to resolve the grounds for the objection, and where the parties fail to reach such resolution within 10 business days from Supplier's receipt of Buyer's notice of objections, Supplier shall, either (i) not use the objected Subprocessor to process Buyer Personal Data on behalf of Buyer; or (ii) permit Buyer to suspend or terminate the Call-Off Contract without liability to either party (but without prejudice to any fees incurred by Buyer prior to suspension or termination).</p> <p>3. Notwithstanding clause 18.1 of the Terms and Conditions outlined in Part B below, the parties agree that during the term of this Call-Off Contract, the Service is a subscription and therefore non-cancellable and non-refundable, excluding termination by the Buyer for the Supplier's uncured material breach of this Call-Off Contract. The Buyer's rights to terminate for a material breach under clause 18 remain unaffected.</p> <p>4. Notwithstanding clause 18.2 of the Terms and Conditions outlined in Part B below, the parties agree that if Buyer exercises its rights under clause 18.1 to End this Call-Off Contract, all outstanding amounts due under this Call-Off Contract shall immediately become due and Buyer will not be entitled to a refund of any prepaid fees applicable to the period following the End of this Call-Off Contract.</p>

	<p>5. Notwithstanding clause 24.2.2 of the Terms and Conditions outlined in Part B below, clause 24.2.2 is amended as follows: the parties agree that Supplier's liability arising from breach of the Data Protection Legislation shall be limited to 125% of the Charges payable by the Buyer to Supplier in the current subscription term during the Call-Off Contract Term.</p>
Personal Data and Data Subjects	Annex 1
Intellectual Property	<p>Project Specific IPR is not applicable.</p> <p>Supplier is permitted to include Subscriber's name and/or logo in customer listings, and on Supplier's website and in marketing materials, provided however that any other use of Buyer's name and/or logo will require Buyer's prior written consent (e-mail okay).</p>
Social Value	Developing new skills of Buyer's workforce.



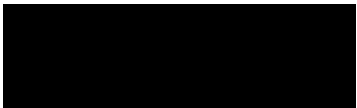

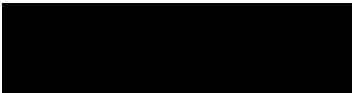

1. Formation of contract

- 1.1 By signing and returning this Order Form No. 1 (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 No. 1 (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed the date the last Party signs this Call-Off Contract.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form No. 1 (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name		
Title	Strategic Account Manager	Associate Commercial Specialist
Signature		
Date		

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 12 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 Intentionally Omitted

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)

- 26 (Equality and diversity)
- 28 (Data protection)
- 30 (Insurance)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

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

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

- 4.1.3 respond to any enquiries about the Services as soon as reasonably possible
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 5. Due diligence
 - 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on their own due diligence
- 6. Business continuity and disaster recovery
 - 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
 - 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
 - 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.
- 7. Payment, VAT and Call-Off Contract charges
 - 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
 - 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
 - 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
 - 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 Intentionally Omitted
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Intentionally Omitted
8. Recovery of sums due and right of set-off (Intentionally Omitted)
9. Insurance
- 9.1 The Supplier will maintain the insurance as required by the Buyer in the Framework Agreement.
- 9.2 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause: a broker's verification of insurance
- 9.3 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- 9.3.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

- 9.3.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.3.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.4 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.5 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.6 The Supplier will be liable for the payment of any:
 - 9.6.1 premiums, which it will pay promptly
 - 9.6.2 excess or deductibles and will not be entitled to recover this from the Buyer.

10. Confidentiality

- 10.1 Each Party (the “Indemnifying Party”) must during and after the Term keep the other Party fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Indemnifying Party’s obligations under incorporated Framework Agreement clause 34. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.
- 10.2 For the avoidance of doubt, data and analytics regarding usage of the Service provided to Buyer by Supplier (or accessed by Buyer through tools included in the Service) are the Confidential Information of Supplier and are made available solely for Buyer’s internal use in managing Service usage.

11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights (“IPR”s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer’s or its relevant licensor’s Buyer Data and related IPR solely to the extent necessary for providing the Services in

accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 Intentionally Omitted

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.6.1 Intentionally Omitted

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services in accordance with this Call-Off Contract

11.7 Intentionally Omitted

11.8 Intentionally Omitted

11.9 Intentionally Omitted

11.10 If Buyer materially breaches this Call-Off Contract by misuse of the Service by its Authorized Users or by allowing or enabling access or use of the Service by anyone other than an Authorized User, O'Reilly may in its sole discretion immediately terminate this Call-Off Contract by written notice to Buyer.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 Intentionally Omitted

13. Buyer data

13.1 Intentionally Omitted

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested upon receipt of written request.

- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 Intentionally Omitted
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has become corrupted, lost, breached, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.
14. Standards and quality (Intentionally Omitted)
15. Open source (Intentionally Omitted)
16. Security
- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, share (and obtain the Buyer's written approval of) an executive summary of Supplier's Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Supplier will maintain an adequate level of data security controls to protect all aspects and processes associated with the delivery of the Service.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

- 16.4 Responsibility for costs will be at the Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will endeavour to recover the Buyer's Confidential Information. The Buyer will immediately notify the Supplier of any breach of security of Supplier's Confidential Information. Where the breach occurred because of a Buyer Default, the Buyer will endeavour to recover the Supplier's Confidential Information.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 Intentionally Omitted
17. Guarantee (Intentionally Omitted)
18. Ending the Call-Off Contract
- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- 18.2.2 Intentionally Omitted
- 18.3 Intentionally Omitted
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier providing Supplier with a reasonable opportunity to cure if either the Supplier commits:
- 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- 18.5.2 an Insolvency Event of the other Party happens
- 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 Intentionally Omitted
19. Consequences of suspension, ending and expiry
- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date of the Order Form(s) or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 Intentionally Omitted
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)

- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and
- incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data, by written notice to Supplier

19.5.2 Intentionally Omitted

19.5.3 stop using the Buyer Data and, at the written direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 Intentionally Omitted

19.5.6 Intentionally Omitted

19.6 Upon written notice, each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 Intentionally Omitted

20. Notices

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

- Manner of delivery: email to the Party's contacts identified in the applicable Order Form and if the Supplier, notice must include a copy emailed to legal@oreilly.com.
- Deemed time of delivery: 9am on the first Working Day after sending

- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form or a dispute notice under this Call-Off Contract.
- 21. Exit plan (Intentionally Omitted)
- 22. Handover to replacement supplier (Intentionally Omitted)
- 23. Force majeure
 - 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.
- 24. Liability
 - 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).
 - 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
 - 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
 - 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.
 - 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
 - 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.
- 25. Premises (Intentionally Omitted)

26. Equipment (Intentionally Omitted)

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

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements (Intentionally Omitted)

29. The Employment Regulations (TUPE) (Intentionally Omitted)

30. Additional G-Cloud services (Intentionally Omitted)

31. Collaboration (Intentionally Omitted)

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

O'Reilly online learning as set out in UK G-Cloud GOV.UK Digital Marketplace website at <https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/714602/460643971613582-service-definition-document-2022-05-17-1513.pdf>

Service is provided subject to the Supplier Terms and Conditions as set out in UK G-Cloud GOV.UK Digital Marketplace website at: <https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/714602/460643971613582-terms-and-conditions-2022-05-16-2237.pdf> and which is copied below.

Supplier Terms and Conditions

These Supplier Terms and Conditions ("Supplier Terms") govern access to and use of the O'Reilly online learning service (the "Service") by Buyer's Authorized Users.

USERS.

1. Access to the Service, and content made available through it, is limited to Buyer's Authorized Users who are specifically authorized to use the Service ("Authorized Users") under the G-Cloud 13 Call-Off Contract and Order Form(s) (collectively, the "Contract"). Each Authorized User's access to the Service is limited to the period of time that the Authorized User is qualified to be an Authorized User by virtue of his or her relationship with Buyer. In order to access the Service, each Authorized User must have his or her own user name and password assigned by the account administrator. Authorized Users are not allowed to share user names, login credentials (such as passwords), or accounts. If an Authorized User becomes disqualified to use the Service, the Authorized User must immediately cease using the Service, and copies of content accessed via the Service stored by that Authorized User on any hard drive or other storage device or in hard copy must be deleted or destroyed. Buyer will be deemed to have taken any action that it permits, assists or facilitates any person or entity (including any Authorized User) to take related to the Service or these Supplier Terms, Buyer is responsible for its Authorized Users and will ensure its Authorized Users' compliance with Buyer's obligations under the Contract and these Supplier Terms. Buyer may reassign access to the Service to new Authorized Users as needed to replace former Authorized Users who leave Buyer, assume other roles within Buyer, or no longer require ongoing access to the Service; provided, however, that any deactivated Authorized User may not be reactivated for a period of 12 months after deactivation.

CONTENT USE AND LIMITATION.

2. Each Authorized User is permitted to use the electronic tools provided by the Service to:
 - a. electronically search across and view onscreen the full content of all the works included in the Service;
 - b. print, download and store Sections (defined below) of a work on the individual Authorized User's hard drive or other storage device for such individual Authorized User's personal use only;
 - c. quote portions of works accessible via the Service in works authored by the Authorized User, up to an aggregate of 250 words from any single text work or a comparable strictly limited portion of material in other media, provided that the copyright owner is given proper attribution in any publication or other media in

which the quote appears, based on the proprietary notices that appear with the content in the Service. "Section" means the limited portion of a work that is displayed to the Authorized User at one time by the Service. Authorized Users can scroll freely throughout a single Section. To access another Section, an Authorized User is required to click through.

3. Each Authorized User that Buyer employs or retains as a faculty member and/or course instructor is also permitted to:
 - a. post up to 2 Sections of any work in the Service on Buyer's instruction-related intranet site, provided that (a) the site is monitored for unauthorized use by Buyer and any such use is promptly halted, (b) use of the posted Sections is limited to bona fide students enrolled in the Authorized User's course, and (c) the posted material is removed when the course is completed (or upon termination of the right of Buyer or the Authorized User to access the Service, if either occurs first); and
 - b. reproduce in hard copy format no more than 2 Sections of any work included in the Service, for use by enrolled students in courses conducted by the Authorized User.
4. Buyer acknowledges and agrees that use of "web spiders," or any other automated retrieval mechanisms (other than search and retrieval features of the Service) for any purpose is prohibited. Buyer will not, and will not permit others to:
 - (a) modify, remove, augment, publish, transmit, create derivative works from, or in any way exploit any of the content accessed via the Service, in whole or in part, except as expressly provided in these Supplier Terms, or except in ways which qualify as "fair use" under U.S. copyright law under Section 107 of Title 17 of the United States Code ("U.S. Fair Use");
 - (b) post any content accessed via the Service to Usenet, or any third party website, or provide such content to others by any other means, such as an intranet system, blogs or RSS feeds, except as permitted by these Supplier Terms, or under U.S. Fair Use;
 - (c) provide any hosting service with access to the Service, and/or content accessed through the Service; and/or
 - (d) assign or otherwise transfer to any third party, all or any part of the rights granted under these Supplier Terms, or any content accessible through the Service.

Buyer will notify Supplier immediately of any actual or suspected (a) unauthorized use(s) of the Service, or any content accessed through the Service, or (b) breach of security, including loss, theft, or unauthorized disclosure of any password or credit card information, or confidential information related to the Service. Except as expressly permitted by these Supplier Terms, content accessed via the Service may not be stored, reproduced, or transmitted in any form and/or by any means without the express prior written permission of the copyright owner. Supplier and its content providers reserve all rights not expressly granted in these Supplier Terms. Supplier or its content providers own the title, copyright, and other intellectual property rights in the Service and its content. Buyer will not remove or obscure any copyright or other proprietary notices that appear on the Service, or on content accessed through it. The Service, and the content accessed through it, are provided on a limited basis under the Contract and these Supplier Terms, and are not being sold or otherwise transferred to Buyer. Supplier may terminate or suspend any Authorized User's access to the Service in the event of any actual or alleged fraud or violation of these Supplier Terms, or the intellectual property rights of any owner of any content accessible through the Service.

GENERAL PROVISIONS.

5. If social features are included in the Service, Buyer and its Authorized Users are prohibited from (a) transmitting spam, bulk, or unsolicited communications; (b) forging headers or otherwise manipulating identifiers (including URLs) in order to disguise the origin of any transmitted content; (c) making misrepresentations about any Authorized User's identity or affiliation(s); (d) disrupting the normal flow of dialogue or otherwise acting in a manner that negatively affects the ability of others to participate in or use the Service; (e) engaging in activities that would violate any applicable local, state, national or international law; or (f) collecting or storing personal data about other Authorized Users unless specifically authorized to do so by such Authorized Users.
6. The content accessed through the Service may include inaccuracies or errors. Changes are periodically made to the content. Supplier may make improvements and/or changes in, and/or withdraw, any of the components of the Service at any time without notice, and with or without refunds. If Supplier notifies Buyer in writing that it has been required by any of its content providers to remove a work from the Service, all content from that work stored on any of Buyer's (or any Authorized User's) hard drives or storage devices is destroyed or deleted. Supplier in its discretion may rename the Service.
7. Data and analytics regarding usage of the Service provided to Buyer by Supplier (or accessed by Buyer through tools included in the Service) are the confidential information of Supplier and are made available solely for Buyer's internal use in managing Service usage.
8. The Service may include links to third party sites. The third party sites are not under Supplier's control, and Supplier is not responsible for their content, or any links contained in them. Supplier is providing these links as a convenience, and the inclusion of any link does not imply endorsement by Supplier. Buyer consents on its own behalf, and on behalf of its Authorized Users, to the collection, storage, and use by Supplier and its Affiliates of technical information and usage information in the course of managing, providing, and supporting the Service, and to the use of that information for purposes of managing, providing, and supporting the Service pursuant to the Call-Off Contract.
9. Supplier welcomes feedback from Buyer and its Authorized Users, including comments made on Buyer's or an Authorized User's own initiative or in response to a Supplier survey or similar request. "Feedback" means any evaluations, feedback, contributions, ideas, suggestions, and other comments regarding the Service that Buyer or any of its Authorized Users provide to Supplier. Buyer on behalf of itself and its Authorized Users grants to Supplier the irrevocable and non-exclusive right in Supplier's sole discretion to use the Feedback as it deems appropriate in connection with the development and/or modification of the Service or any other product or service of Supplier. Supplier's rights include the right to modify the Feedback and/or to combine it with other content and suggestions, and Supplier will not have any obligations or liability to the Buyer or any Authorized User with respect to Supplier's use of the Feedback. Supplier will not disclose Buyer's name or that of any of its Authorized Users in connection with its use of any Feedback. Buyer warrants that the Feedback will not (a) include unauthorized disclosure(s) of personal information, trade secrets, or confidential information; (b) to the best of Buyer's knowledge, violate anyone's rights, including without limitation intellectual property rights; (c) contain software viruses or any other elements designed to interrupt, destroy or limit the functionality of any software, systems, or devices; or (d) contain data or technology subject to restriction under laws regulating the export and other dissemination of information or technology.

Schedule 2: Call-Off Contract charges

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

- For O'Reilly online learning 12-month pricing tier information, please see the Pricing Document on the UK G-Cloud GOV.UK Digital Marketplace website at:
<https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/714602/460643971613582-pricing-document-2022-05-17-1539.pdf>.
- Order Form No. 1: GBP 155,625.80 (excluding VAT) for two thousand (2,000) Authorized Users access to O'Reilly online learning for a twelve (12) month subscription term.
- If Buyer desires to upgrade its subscription to add additional Users or to renew its subscription to the Service during the Call-Off Contract, such Users will be added by the parties' signature of additional Order Form(s) and the subscription price for the upgrade or renewal will be based on the number of Users and the annual per User price (prorated as appropriate for the length of the subscription term if less than or more than 12 months).

Schedule 3: Collaboration agreement (Intentionally Omitted)

Schedule 4: Alternative clauses (Intentionally Omitted)

Schedule 5: Guarantee (Intentionally Omitted)

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.

Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.

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

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>
Fraud	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
Freedom of Information Act or FoIA	<p>The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.</p>

G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <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 • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.

Processor	Takes the meaning given in the UK GDPR.
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
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.

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

Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Standard Contractual Clauses	The Standard Contractual Clauses for Controllers to Processors for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593, as they form part of UK GDPR and UK Data Protection Legislation.
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.

Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

Subject to clause 5 (d) of Schedule 7 of the Framework Agreement, Buyer acknowledges that Supplier may transfer Personal Data outside of the United Kingdom and the European Economic Area in order to provide the Service, and hereby expressly consents to such transfers. To the extent required under GDPR, the parties agree that any such transfer shall be subject to the Standard Contractual Clauses, which are hereby incorporated by reference as though fully set forth herein. Appendix 1 and 2 of the Standard Contractual Clauses shall be deemed to have been filled with the relevant information contained within Annex 1 of Schedule 7 of this Call-off Contract and within the Framework Agreement.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are:
██████████@homeoffice.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: ██████████@oreilly.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <ul style="list-style-type: none">Names and email addresses of Users of the Service under Buyer's account

	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i> • <i>Data collected from Buyer's Users' use of the Service and interactions with the content made available through the Service ("Usage Data"), which is accessible for the Buyer through the tools made available within the Service.</i>
Duration of the Processing	Duration of the provision of the Service
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Call-Off Contract including:</p> <p>i.</p> <ul style="list-style-type: none"> ▪ <i>To generally manage the provision of the Service, respond to questions and requests related to the Service, provide access to the Service and manage communications related to the Service.</i> ▪ <i>Nature of the processing: storage and other processing operations necessary to provide the Service, disclosure to third parties in accordance with the terms under this Call-Off Contract.</i>
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> • <i>Names and e-mail addresses</i> • <i>Usage data</i>

Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> <i>employees and personnel of Buyer who are designed as Users of the Service</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>Data will be retained for the time necessary to provide the Service. After termination of the Service, Data may be stored by Supplier in its back-ups. Data in backups is securely isolated to prevent any further processing and will be deleted in accordance with Supplier's backup retention schedule.</p>

Annex 2: Joint Controller Agreement (Intentionally Omitted)