

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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	318304376400120
Call-Off Contract reference	CQC NGO 014
Call-Off Contract title	NGO Enquiries Management System
Call-Off Contract description	The Care Quality Commission (CQC) on behalf of the National Guardian Office (NGO) require the services of an implementation delivery partner to undertake work to deliver a new enquiries management system. By undertaking an initial discovery of NGO enquiries management system requirements with Microsoft Dynamics 365 (phase 1), Subject to phase 1, a possibility to undertake phase 2, implementation of MS Dynamics 365.
Start date	29/08/2023
Expiry date	28/08/2025
Call-Off Contract value	£237,000 ex VAT £285,000 Including VAT
Charging method	Invoice – BACS
Purchase order number	Please see individual statement of work package documents as a separate PO is raised against each SOW.

This Order Form 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	Care Quality Commission on Behalf of The National Guardian's Office [REDACTED] Citygate, Gallowgate Newcastle upon Tyne NE1 4PA
To the Supplier	RedCortex Limited [REDACTED] Brunel House, Fitzalan Rd, Cardiff CF24 0EB Company number: 10335104
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: National Lead

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Director

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 29/08/2023 and is valid for 24 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 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 two period of up to 12 months, by giving the Supplier one month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</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>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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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 3: Cloud support
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> <p>Key activities:</p> <ul style="list-style-type: none"> • Dynamics365 Discovery <ul style="list-style-type: none"> ○ High-level product specification providing narrative for each requirement section. ○ How each requirement can be met: Out of the Box, Configuration, Development. ○ How much development effort is required to delivery each requirement. ○ Initial view of on-going costs including licensing, support and maintenance. This will be an early view that

	<p>may require refinement following a detailed design phase.</p> <ul style="list-style-type: none"> ○ Identify any key risks, issues and dependencies that NGO would need to consider. ○ Formal response to questions posed by NGO via email on 27th April 2023 in relation to assumptions and further clarification. ○ Implementation Plan that maps out the high-level milestones and the timescales for design, development, test and release phases ○ Technical Roadmap <ul style="list-style-type: none"> ● Dynamics365 Implementation <ul style="list-style-type: none"> ○ Outputs to be defined from the discovery phase. <p>The Services shall be performed in accordance with the terms of each Statement of work entered into between Supplier and the Buyer. Following the development and agreement of the requirements and principles which will be set out in the agreed and fully signed Statement of Work executed by the Parties, all subsequent Statement of Work shall be created and agreed in accordance with these requirements and principles.</p> <p>The Buyer's acceptance criteria for all Deliverables and Milestones shall be set out in the relevant Statement of Work</p> <p>The Parties acknowledge that the governance and service performance monitoring requirements are set out in Schedule 1.</p> <ul style="list-style-type: none"> ●
Additional Services	Not Applicable
Location	<p>The Services will be delivered to:</p> <ul style="list-style-type: none"> ● [REDACTED] <ul style="list-style-type: none"> ● Remotely (Supplier staff will access systems from home) and/or Workshops will be conducted either in person or virtually via Microsoft Teams or skype (or similar).
Quality Standards	<p>The Supplier will comply with any standards in the Call-Off Contract and (How Services will be delivered) section of the Framework Agreement, and with Good Industry Practice.</p>

Technical Standards:	The Supplier is to comply with all referenced technical standards provided by the Buyer in Schedule1.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract shall be set out in the Statement of Work, if relevant.</p> <p>The Supplier shall in delivery of the Services comply with the key performance indicators which are referenced in Schedule 1.</p>
Onboarding	Delivery and implementation in accordance with the requirements as specified in Schedule 1.

Offboarding	<p>Within 90 days of contract commencement (30th August 2023) Red Cortex will provide a refreshed Exit Plan.</p> <p>The offboarding plan for this Call-Off Contract is:</p> <p>The Supplier is required to ensure the orderly transition of the service from the Supplier to the Buyer and/or Replacement Supplier in the event of termination or expiry of contract;</p> <p>This section sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition which shall form the basis of the Exit Plan;</p> <p>The Supplier will, within three months after the award of the contract, deliver to the Buyer an updated Exit Plan which sets out the Suppliers proposed methodology for achieving an orderly transition of Services from the Supplier to the Buyer and/or its replacement Supplier on the expiry or termination of this contract;</p> <p>The Plan will comply with the requirements set out below:</p> <p>Within 30 days after the submission of the Exit Plan, the parties will user their respective reasonable endeavours to agree the contents of the Exit Plan.</p> <p>The Exit Plan should contain as a minimum:</p> <ul style="list-style-type: none"> • The management structure to be employed during both the transfer and cessation of the services.
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	<p>A detailed description of both the transfer and cessation processes, including a timetable for transition of the Services to the Buyer and/or a Replacement Supplier.</p>
<p>Collaboration agreement</p>	<p>NOT USED</p>
<p>Limit on Parties' liability</p>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the total Call-Off Contract value.</p> <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 during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

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 BACS .
Payment profile	<p>The Buyer agrees to pay the Supplier for the Services performed under this Call Off Contract on a fixed price basis, payable following Achievement of the relevant Milestone or where the Buyer has agreed to pay the Supplier for Services performed by a Core Team on a time and materials basis in relation to a particular Statement of Work then such payments shall be in line with the fee agreed for that Core Team in the relevant Statement of Work, payable monthly in arrears, subject always to the maximum price cap as set out in the Statement of Work.</p> <p>The Parties acknowledge and agree that:</p> <ul style="list-style-type: none">i. the Buyer shall not be required to pay any amounts that exceed the price for Services agreed under a Statement of Work;ii. where the total price set out in a Statement of Work is described as being an 'estimate' or 'indicative' of the Charges, this shall be interpreted as the maximum amount that the Buyer shall be required to pay the Supplier for Services and/or time spent by the Core Team under the relevant Statement of Work; and <p>a Statement of Work and accompanying change request shall not be valid unless signed by either Charlie Cassell, acting on behalf of the Buyer and Martyn Matthews Director & Toby Lewis Operations Director acting on behalf of the Supplier.</p>

Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	<p> ████████████████████ ██████████████████████████████ ██████████████████████████ ██████████████ ██████ ████████ </p> <p>Alternatively, please email invoices to: sbs.apinvoicing@nhs.net quoting a valid PO</p>
Invoice information required	<p>All invoices must include</p> <p>All invoices must include the relevant Purchase Order number allocated by the Commercial Team</p> <p>Please note Invoices will be declined if they do not state the following address detail:</p> <p> ██████████████████████████████ ██████████████████████████ ██████████████ ██████ ████████ </p>
Invoice frequency	<p>Invoice will be sent to the Buyer monthly</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is as follows:</p> <p>£237,000 Excluding VAT £285,000 Including VAT.</p>

Call-Off Contract charges	The breakdown of the Charges are specified in Schedule 2.
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Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the updated Exit and Offboarding plans which are to be provided by RedCortex within 90 days of contract commencement.</p> <p>The Performance of Service tasks to be completed will be contained within each individual Statement of Work documenting the Service Deliverable Description and associated Acceptance Criteria, Workstream Detail, Owner of deliverable and Milestone Due date.</p>
Guarantee	Not Applicable
Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that:</p> <p>The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice;</p> <p>The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services;</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form;</p>

	<p>The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier; and</p> <p>The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.</p>
<p>Supplemental requirements in addition to the Call-Off terms</p>	<p>1. The Parties agree that the following definitions shall apply to this Call Off Contract and the Supplier Terms (to the extent used in the Supplier Terms or alternative clauses section described in this Order Form):</p> <p>Achieve means in respect of a test, to successfully pass such test without any test issues in accordance with the 'test plan', as set out in the relevant Project Plan and in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.</p> <p>Implementation Code means the software developed and updated from time to time to time by the Supplier specifically for purpose of achieving the Deliverables unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables in life.</p> <p>Milestone means any milestones agreed in a Statement of Work, which must be completed by the relevant Milestone Date;</p> <p>Milestone Achievement Certificate means the certificate granted by the Buyer when the Supplier has Achieved a Milestone or a test.</p> <p>Milestone Date means the target date set out against the relevant Milestone in the relevant Statement of Work by which the Milestone must be Achieved.</p> <p>Product Vision means an outline to which the Services and Statement of Work relate, describing the Buyer's goals, targeted benefits and overall focus, as set out in Appendix 1 of Schedule 1.</p>

Rectification Plan means the plan produced to rectify a material default or issue in connection with delivery of the Services.

Source Code means the source code of the software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Buyer's development personnel to understand, develop and maintain that software.

Statement of Work means any agreement executed by the Parties under the terms of the Call Off Contract, under which the Supplier shall supply Services to the Buyer. Each Statement of Work shall include without limitation details of all relevant Milestones, Milestone Dates, acceptance criteria, test plans, user acceptance testing, a project plan.

2. The Parties agree that the following provisions shall apply to this Call Off Contract:
 - (a) The Parties acknowledge and agree that the Services shall be delivered by the Supplier in a series of Statement of Work
 - (b) The Parties further acknowledge that the Product Vision provides an overarching framework for each applicable Statement of Work.
 - (c) The Parties agree that they shall perform their roles, responsibilities, obligations and duties in a manner consistent with the Product Vision and, as far as reasonable to do so, which maximises the potential for attaining the goals outlined in the Product Vision.
 - (d) A Statement of Work and accompanying change request shall not be valid unless signed by either Charlie Cassell National Lead acting on behalf of the Buyer and Martyn Matthews Director & Toby Lewis Operations Director acting on behalf of the Supplier.
 - (e) Once a Statement of Work has been executed by the Parties,
 - a. each party shall comply with their respective obligations under the Statement of Work; and

	<p>b. the Supplier shall perform the Services and supply the Deliverables in accordance with the Statement of Work.</p> <p>3. If delay payments have been included in the Statement of Work and a Milestone has not been Achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such delay payments (calculated as set out by the Buyer in the Statement of Work) and the following provisions shall apply:</p> <p>(a) the Supplier acknowledges and agrees that any delay payment is a price adjustment and not an estimate of the loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;</p> <p>(b) delay payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where the Buyer is otherwise entitled to in this Call Off Contract; and</p> <p>(c) the delay payments will accrue on a daily basis from one Working Day after the relevant Milestone Date until the date when the Milestone is Achieved.</p> <p>4. In the event the Supplier fails to meet the service level, the Supplier shall pay the service credits as detailed in the relevant Statement of Work.</p> <p>5. Without prejudice to any other right or remedy of the Buyer howsoever arising, if the Supplier commits any default of this Call Off Contract and the default is a material default that is capable of remedy (and for these purposes a material default may be a single material default or a number of defaults or repeated defaults which taken together constitute a material default) the Buyer may instruct the Supplier to provide a Rectification Plan;</p> <p>6. Where the Buyer has instructed the Supplier to produce a Rectification Plan, the Supplier shall within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions submit a draft Rectification Plan to the Buyer for it to review.</p> <p>7. The draft Rectification Plan shall set out:</p> <p>(a) full details of the default that has occurred;</p> <p>(b) the actual or anticipated effect of the default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the default (if rectifiable) and to prevent such default from</p>
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recurring, including timescales for such steps and for the rectification of the default (where applicable).

8. The Supplier shall then immediately start work on the actions set out in the Rectification Plan.
9. In addition any other rights available to the Buyer under this Call Off Contract, if the Supplier fails to deliver the Services in accordance with this Call Off Contract, the Buyer shall be entitled to the remedies set out in the relevant Statement of Work which may include without limitation re-testing, further remediation planning, termination rights for the Buyer, service credits and delay payments.
10. The Supplier shall be responsible for identifying and notifying the Buyer of any change requirements to the Services. Any such changes shall only be made as a Variation, unless a different process is agreed in accordance with the change procedure and terms agreed.
11. The Parties acknowledge and agree that:
 - (a) the respective roles and responsibilities, level of dedication to deliver the Services and (where appropriate) criteria concerning requisite skills, experience and qualifications of the Supplier's project team are specified in Schedule 1 (Project Team); and
 - (b) timely and successful completion of the Services and each Statement of Work depends on continuity of personnel in the roles of the Project Team members.
12. The Supplier shall not remove or replace any member of the Project Team without notifying the Buyer in writing.
13. Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Call Off Contract.
14. The Parties agree to amend the Definitions section of the Supplemental requirements in addition to the Call Off terms section of the Call Off Order Form by inserting the following new definitions:
 - (a) **Core Team** means the individuals specified to carry out the Roles required to deliver the Services and/or Deliverables in each Statement of Work.

(b) **Roles** means the roles and expertise of the Supplier Staff required to perform the Services and supply the Deliverables to achieve the Product Vision.

15. The Parties agree to amend the Definitions section of the Supplemental requirements in addition to the Call Off terms section of the Call Off Order Form by deleting the definition of Statement of Work and replacing it with the following:

(a) **Statement of Work** means any agreement executed by the Parties under the terms of the Call Off Contract, under which the Supplier shall supply Services to the Buyer.

New paragraphs 2.(h) and 2.(j) shall be added to section 2 of the Supplemental requirements in addition to the Call Off terms section of the Call Off Contract Order Form:

2.(h) Each Statement of Work Shall include if relevant:

- a. details of all relevant Milestones, Milestone Dates, acceptance criteria, test plans, user acceptance testing, a project plan; and
- b. details of the Core Team that will deliver the Services.

2.(j) Where the Parties have agreed to provide Services under a Work Package on a time and material basis, each Work Package must specify:

- a. the names of each member of the proposed Core Team for the relevant Work Package; and
- b. the anticipated time spent for each member of the Core Team to perform the Services and supply the Deliverables under the relevant Work Package.

(i) The Parties acknowledge and agree that the Core Team shall be the only persons permitted to perform the Services under a Work Package. The Supplier shall not be entitled to swap or use any alternative Supplier Staff to deliver the Services under the relevant Statement of Work without obtaining the prior written consent of the Buyer.

Alternative clauses

In this Call-Off Contract the following alterations to the terms in **G-Cloud Supplier Terms** will apply:

1. The Parties agree that the following definition should be added:

“Buyer Material means all materials and documents belonging to the Customer, which are provided to the Supplier specifically for the use in delivery of Services.”

2. The Parties agree that clause 2.3 shall be deleted and replaced with:

“The description of any key Deliverables will be set out in or referenced in the Order Form and/or any Statement of Work (including any key documentary deliverables and/or implementation deliverables). We shall ensure that each Deliverable shall comply in all material respects with the features and functionality set out in or referenced in the Order Form and relevant Statement of Work. We shall perform the Services in accordance with the agreed timescales, which are set out in the Order Form or relevant Statement of Work (unless otherwise agreed with the Customer in writing or we are relieved from such timescales under the terms of the Call-Off Contract).”

3. The parties agree that clause 3.4 shall be deleted and replaced with:

“The Parties acknowledge that the Services and any Deliverables are provided by the Supplier for the Customer’s use only (and not for the benefit of any third party). Where the Customer discloses any part of the Services or any Deliverables to a third party wishing to use the Deliverables in the third party’s business for the same purpose as the Customer (Authorised Third Party), the Customer shall notify the Authorised Third Party that: (i) the Deliverables have been designed to meet the Customer’s own specification and there is no guarantee that the Deliverables will operate as intended for any third party; and (ii) use of the Deliverables by the Authorised Third Party shall be at the third party’s own risk. The Customer agrees that it shall not be entitled to bring any claims against the Supplier in respect of Losses suffered by the Customer as a direct result of the Customer disclosing Deliverables to an Authorised Third Party, unless such third party use is specifically approved in writing by the Supplier.”

4. Clause 5.4 shall be deleted and replaced with:

"The Supplier shall be required to perform the Services so as to deliver the Milestones and Deliverables by the Milestone Dates and such other dates agreed in the relevant Statement of Work."

5. Clause 6.4 of the Supplier Terms shall be deleted and replaced with:

"We may rely on any instructions, requests or information supplied, orally or in writing, by any person whom is listed on the Order Form as having your authority to communicate with us for the purposes of the Call-Off Contract. We may at your request send documents to an electronic storage facility hosted or controlled by you or at your direction, in which event you shall be responsible for security and confidentiality at such facility."

6. Clause 10.5 of the Supplier Terms shall be deleted and replaced with:

"you will as soon as reasonably practical tell us about any security breach of our Confidential Information and will keep a record of those breaches. You will take the necessary steps to recover this information. You will co-operate with us in any investigation into the breach that we consider is necessary."

7. Clause 10.9. of the Supplier Terms shall be deleted and replaced with:

"you will as soon as reasonably practical notify us of any breach of security of our Confidential Information and you will, where the breach occurred because of your default, recover our Confidential Information however it may be recorded."

8. Clause 10.7 and 10.8 of the Supplier Terms shall be interpreted by the Parties to relate only to the list of systems which have been agreed by Customer in writing as being required to perform the Services.

9. Clause 12.2 shall be deleted and replaced with the following:

"The Supplier acknowledges and agrees that the Customer will own all Deliverables produced by the Supplier."

10. Clauses 13.3 and 13.5 shall be deleted and replaced with the following:

"13.3 Subject to clause 13.5, the Customer shall indemnify the Supplier from and against all Losses incurred from any claim of

infringement or alleged infringement of a third party's IPRs because of:

(i) the third party software listed in the Order Form which is licenced by the Customer to the Supplier infringes a third party's IPRs.

(ii) the Buyer Materials, which are used by the Supplier, in accordance with the terms of the Call-Off Contract infringe a third party's IPRs."

"13.5 In addition to the circumstances set out in clause 11.7, the indemnity in clause 11.5 and paragraph 13.3 above shall also not apply to the extent that:

(i) the claim arises due to compliance by the party giving the indemnity with any instructions set out in the documented process maps developed by the other party and supplied to the party giving the indemnity.

This paragraph 13.5(i), shall not apply to the extent that:

(a) such process maps have been amended, adapted or modified by the party giving the indemnity in a manner which is not permitted by or consistent with this Call Off Contract or the instructions given by the indemnified party;

(b) the indemnifying party continues to follow such process maps after the indemnified party has given written notice to the party giving the indemnity that an instruction or aspects of the process map should not be followed or complied with;

(c) the party being indemnified has caused the events which gave rise to the claim under the indemnity by acting in breach of the licences or other terms of the Call-Off Contract;

(d) the claim results from any alteration or modification of the infringing items by the party being indemnified; or

(e) the claim results from the combination, operation or use of any infringing items with any data, equipment, product, system or intellectual property not supplied by or made known to the indemnifying party."

11. Clause 19.1(b) of the Supplier Terms shall be deleted and replaced with:

	<p><i>“a sum for any Services performed prior to the effective date of termination which have not previously been invoiced by us and that the Supplier is entitled to raise an invoice in accordance with the terms of this Call Off Contract. This sum shall be calculated using our rate card and shall be subject to production of reasonable evidence of the work done (provided that this shall not exceed any relevant Charges which have been agreed for the work in question);</i></p> <p>12. Clause 19.1(b) (iii) of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“where this Call Off Contract has been terminated by the Customer for convenience in accordance with clause 18.1 of the Call Off terms and conditions, a sum in respect of demobilisation of those Supplier Staff engaged in providing the Services; and”</i></p> <p>13. Clause 19.1(b)(iv) of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“where this Call Off Contract has been terminated by the Customer for convenience in accordance with clause 18.1 of the Call Off terms and conditions, the Customer shall pay the Supplier costs which relate to amounts that the Supplier has committed to pay (or have paid) to other third party suppliers in connection with the delivery of Services under a Work Package which would not have been incurred had the Call-Off Contract and/or the Services continued until its natural expiry and the Supplier can show that the costs are not reasonably avoidable and not reasonably capable of recovery.”</i></p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>1. The parties agree that the definition of Deliverable shall be deleted and replaced with the following:</p> <p><i>Deliverable(s)</i> means any feature or item in the supply of Services which is to be delivered by the Supplier at or before a Milestone Date, which includes object code and Source Code versions. The parties agree that key Deliverables shall be identified in each Statement of Work.</p> <p>2. The parties agree that the following definitions shall apply to this Call Off Contract:</p> <p><i>Implementation Code</i> means the software developed and updated from time to time to time by the Supplier specifically for purpose of Achieving the Deliverables</p>

unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables in life.

3. The parties agree that Clause 11.2 of the Call Off terms and conditions shall be deleted and replaced with:

"The Supplier hereby grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any third-party IPRs, Background IPRs embedded within the Project Specific IPRs and Deliverables."

4. A new clause 11.10 shall be added to the Call Off terms and conditions, as follows:

"The Supplier hereby irrevocably, unconditionally and absolutely assigns to the Buyer with full title guarantee all rights, interest and title in and to Intellectual Property Rights (including future copyright and design right) subsisting in or relating the Deliverables and Project Specific IPR (other than in respect of any third-party IPRs and Supplier Background IPRs)."

5. A new clause 11.11 shall be added to the Call Off terms and conditions, as follows:

"The Supplier shall also develop Implementation Code during the Term. The Buyer shall retain all right, title and interest in and to Intellectual Property Rights in Implementation Code together with all improvements, modifications, and/or enhancements created by Supplier while the Supplier is performing work in the course of and specific to this Call Off Contract."

6. A new clause 11.12 shall be added to the Call Off terms and conditions, as follows:

"The Buyer hereby grants to the Supplier a royalty-free, irrevocable, non-exclusive, right to copy, install, maintain, use, enhance and modify the Implementation Code to the extent necessary and/or desirable for the Supplier to be able to provide the Services and the Deliverables during the Term."

7. A new clause 11.13 shall be added to the Call Off terms and conditions, as follows:

"The Supplier shall procure that its Personnel, subcontractors and its subcontractors' personnel shall unconditionally and irrevocably waive all of their moral rights described in Chapter 4 of Part 1 of the Copyright Designs and Patents Act 1988 (or any similar or equivalent legislation anywhere in the world) in respect of the Deliverables. The Supplier shall provide copies of any waivers to the Buyer, on request."

Personal Data and Data Subjects	Annex 1 of Schedule 7 applies and Annex 2, if applicable) of Schedule 7 is being used: Annex 1, Annex 2
Intellectual Property	Standard IPR provisions apply
Social Value	Not Applicable

1. 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 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (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.

Call-Off Contract Signatures

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

SIGNED for and on behalf of **REDCORTEX LIMITED**

Authorised Signatory 1:

Authorised Signatory 2:

CONFIDENTIAL

Customer Benefits

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

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

CONFIDENTIAL

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 36 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 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

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 and Audit)
- 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)
- 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 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

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.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

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 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

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 invoices 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 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- 9.2.1 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 the 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
- 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the 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 End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 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.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier'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.

11. Intellectual Property Rights

Party

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither

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 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

- 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 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

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 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

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.

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 and Buyer'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 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework>
and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-securityclassifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6.6 Buyer requirements in respect of AI ethical standards.
- 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 or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation 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

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the

PSN

Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

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, develop (and obtain the Buyer's written approval of) a 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. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 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:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 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 recover the Buyer's Confidential Information however it may be recorded.
- 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 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
- 17.1.1 an executed Guarantee in the form at Schedule 5
- 17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

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 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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 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 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

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 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 any rights, remedies or obligations accrued before its Ending or expiration

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 and right of set-off)
- 9 (Insurance)
- 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 including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the 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 or 12 calendar months after the End or Expiry Date, 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 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 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 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

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
- 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 (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit

plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
 - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

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

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or
damage it causes to the premises. It is responsible for repairing any damage to the
premises or any objects on the premises, other than fair wear and tear.

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

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or
expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

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

25.5.1 comply with any security requirements at the premises and not do anything
to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any
damage to Property which could cause personal injury

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

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date

29.2.4	place of work
29.2.5	notice period
29.2.6	redundancy payment entitlement
29.2.7	salary, benefits and pension entitlements
29.2.8	employment status
29.2.9	identity of employer
29.2.10	working arrangements
29.2.11	outstanding liabilities
29.2.12	sickness absence
29.2.13	copies of all relevant employment contracts and related documents
29.2.14	all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.5.1 its failure to comply with the provisions of this clause
 - 29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

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

To be added in agreement between the Buyer and Supplier and will be G-Cloud Services the Supplier is capable of providing through the Platform.

STATEMENT OF REQUIREMENTS

1. Executive Summary

The National Guardian's Office (NGO) and the role of the Freedom to Speak Up Guardian were created in response to recommendations made in Sir Robert Francis QC's report "The Freedom to Speak Up" (2015).

These recommendations were made as Sir Robert found that NHS culture did not always encourage or support workers to speak up, and that patients and workers suffered as a result.

The office leads, trains and supports a network of Freedom to Speak Up Guardians in England and conducts reviews of organisations when it appears that speaking up has not been handled according to best practice.

As of December 2022, there are over 950 guardians in NHS and independent sector organisations, national bodies and elsewhere that ensure workers can speak up about any issues impacting on their ability to do their job. The NGO also provides challenge and learning to the healthcare system as a whole as part of its remit.

The NGO needs to procure a new enquiries management system as the current case management system's contract due to expire in November 2023.

Over the years the case management system, which also includes a Guardian registration directory and Guardian data collection system, has been built to accommodate more functions than the current system can sustain. The NGO has an opportunity to procure a system which will be able to integrate with the Office's website and MS Outlook as well as report anonymised information and support Guardians to develop their profiles.

The system's current function covers:

- Case management of enquiries into the office from the public, workers, Guardians and leaders
- Guardian registration – Guardian profiles, the Guardian Directory etc
- Guardian training – links to an LMS system and also links to Guardians adding their training to the system
- Data submissions – Guardians submit anonymised data to the system for the NGO to pull off reports
- The system informs the website but there is no direct link in between resulting in manual processes.

It is important to note that the NGO is hosted by the Care Quality Commission (CQC), which is the data controller for the purpose of data protection law however, in order to keep a level of independence the NGO has our own case management system which is separate

from CQC. The NGO has its own system to ensure that confidentiality is maintained within our office as there is an expectation that we do not share information outside of this even with our host body unless we have consent to do so or there is a safeguarding concern related to the information stored.

2. The Requirement

The National Guardian's Office (NGO) has up to 20 employees and a network of over 950 Guardians.

The NGO is responsible for continuing to develop the network of Freedom to Speak Up Guardians increasing reach into the primary care landscape and other sectors, such as Adult Social Care and providing Guardians with guidance, support, and training.

Specifically:

1. Identifying and working with vanguard organisations in primary care to develop models for the effective implementation of the *Freedom to Speak Up Guardian* role
2. Developing the speak up review process and improving opportunities for learning from instances where good speaking up practice has not been followed or where good practice can be spread further.
3. Working to drive consistency and quality supporting and holding the health and care system to account *to improve speaking up* in all its forms.

It is envisaged that the number of Guardians requiring registration will grow and that eventually the NGO will be seen as a professional body.

With this in mind, the NGO requires an enquiries management system to fulfil these main functions:

1. Day to day Enquiries Management – email, phone call, web form
2. Guardian Registration and provide a guardian directory on website
3. Link to LMS for access to training and training management
4. Provide a route for data submissions by Guardians.

The following table outlines the outcomes we are looking for:

Tangible Business Results	Target Business Outcomes	Dependencies
1. Optimise and automate routine tasks and data flows.	1. Registration, Training and Reporting activities managed 2. Enable the transformation into a truly digital business.	1. Web Platform for information, advice and guidance 2. Guardians Registration Services 3. Publicly available Register of Speak up Guardians
2. Improve best practice in "speak up" arena	3. Improve customer service - minimise admin, maximising engagement 4. Provide a seamless customer relationship management processes	1. All customer data moved to a CRM 2. CRM and telephony / email integration – supporting support and the effective management of customers
3. Guardians learning plan integrated with registration	5. Efficient training management	1. Registration Service / Platform 2. Learning Platform 3. Learning planner
4. Data insight driving strategic planning	6. Data driving decisions and strategy with reporting leveraging benefits of modern platform capabilities - Analytics and Data Services.	1. A clearly defined data architecture defining a single-points-of-truth across Customer [CRM], Guardians [Registered] and Training [LMS] data – MDM. 2. All data required held within the a single Data Warehouse that provides both standard operational and bespoke reporting via modern Analytics and BI .
5. Operational resilience and sustainable	7. Ensure that NGO digital platforms are resilient and built upon sustainable foundations to support investment.	Rationalise the numbers of systems, applications, databases and spreadsheets

Enquiries Management

The NGO handles approx. 320 enquiries per month. Enquiries are either via phone call, e-mail and web form.

Enquiries are currently logged on a legacy bespoke case management system with no interoperability with outlook or the website. We are seeking an enquiries management system which is automated, links to outlook, a LMS system and our WordPress website.

We currently use Microsoft Office 365 ProPlus - MS Outlook for our e-mail.

The enquiries management system needs to record all contacts. It should link to outlook to support greater records management and also have the ability to upload stand alone documents. The system should have templates to record calls embedded within the system.

There is information about contacts that we want to track and that may not be in the standard enquiries' configuration, this list is illustrative and may not be exhaustive:

- Role (public/Guardians/worker etc)
- Organisation (potential to be more than one)
- Email (potential to have more than one)
- FTSU Non Executive Director
- CEO
- Chair
- Status (Active/Inactive)

- Type (FOI, Complaint, safeguarding, SAR, training, Guardian enrolment etc)
- Recording of Qualifying Disclosures

Reporting

We are seeking a system where we are able to build our own simple reports. Some standard reports are illustrated below:

- Numbers of enquires and case reviews
- Enquiry and case review resolution times
- Response times - All enquiries should be responded to within 20 working days. Those that are identified as FOIs would also have a 20day time limit with SARs having 30 day limit. We would want a system which would alert the enquires when an enquiry/FOI/SAR was 5, 10, 15 days old and overdue. We would also want to run a report on no. of enquiries, FOIs, SARs and timeliness of response.
- Number of enquiries
- Numbers and statuses of guardians
- Database of guardians with field reflecting current guardianship status
- Responding to enquiries

Guardian Management

We are looking for a system for Guardians to register and manage contact details.

Guardians are not employed by the NGO but have to register, train and submit data with/to the NGO. This function is similar to that of a professional body whereby individuals register with an organisation in order to access training, information and submit data.

Guardians work with over 1000 organisations therefore it is important that Guardians can link themselves to one or many organisations.

Guardian registration functionality would include:

- Guardian profile (name, address, organisation, role, email, phone etc)
- Link to LMS with automated verification of completed training.
- Once a Guardian has completed their training, they are fully registered and can appear in the Guardian Directory.
- When a Guardian is registered, they should automatically be added to the map function of the website.
- Provide the public Guardian Directory via the NGO website.
- Link to the website from the Guardian Directory.

Data submissions

Currently Guardians submit anonymised speak up data on a quarterly basis with over 76,000 cases submitted since 2015.

In 2022 approx. 20,000 cases were submitted anonymously to the NGO.

The system would need to:

- At the moment data submissions are quarterly (portal opened and closed) and we are open to discussions about feasibility of having a system that is 'always on' rather than quarterly.

- Guardians need to be able to submit those cases via the system and edit that data
- Guardians to be able to view their own data (cannot happen right now)
- The data would need to be stored in a way that the office can do bespoke reporting for example no. Cases, no. Of themes, no. Of cases by sector etc (a need to break down the figures in different ways)
- This data should be able to feed into a dashboard at national, regional and local levels as required.
- It is numerical and text data therefore the system would need to save all of this information for the office to analyse.
- The data collection does not currently link to the guardian and organisational registration data. We would be looking for a link between data submissions and registrations.

Stakeholder management – CRM capabilities

The ability save stakeholder engagements on the system such as file notes of meetings, call logs and e-mails. These contacts would be either attributed to a person or an organisation.

Communications

Weekly bulletin to all guardians – generates mailing list from current guardian records. Used to mail merge in external system that authors and sends messages.

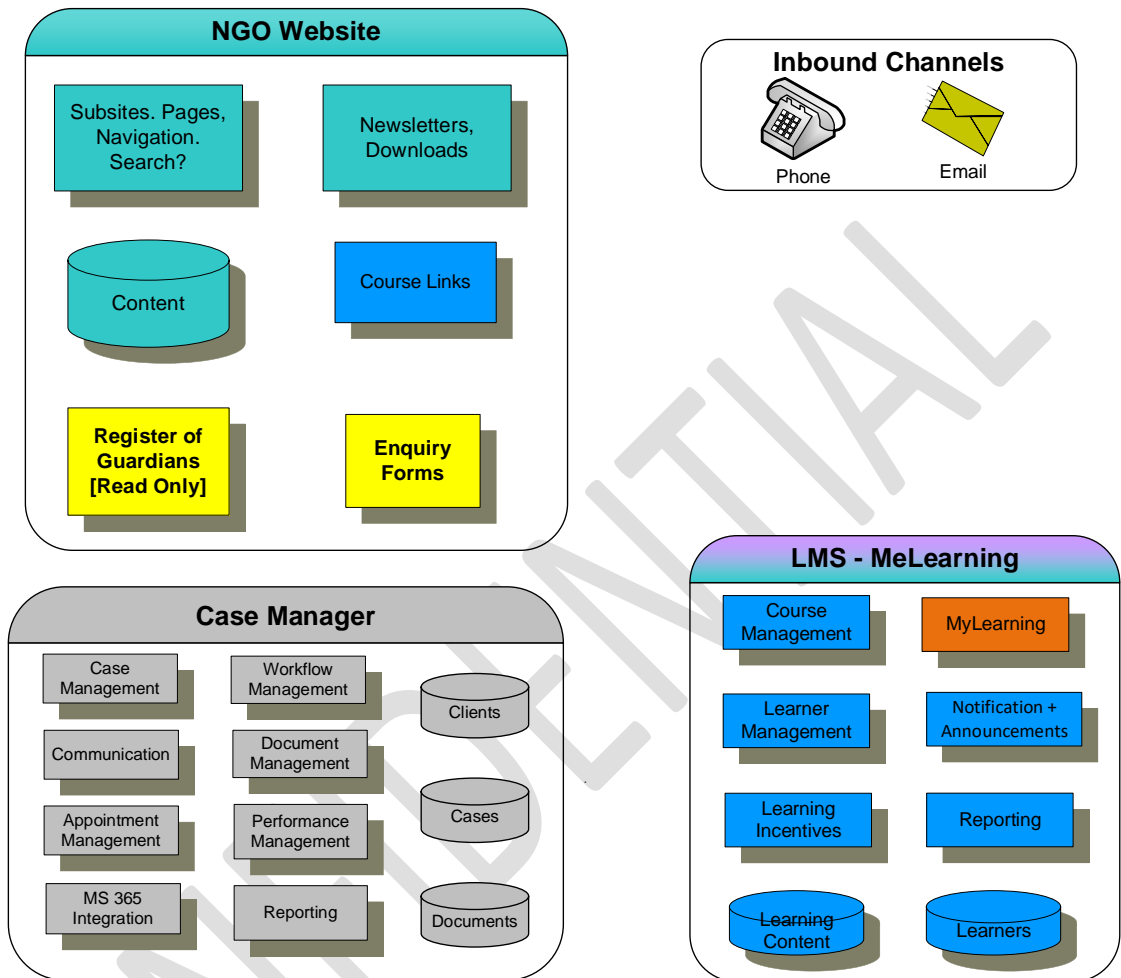
Weekly bulletins to trusts, ALBs etc. – generate mailing list from organisation/contact records. Mail merge and send in external system.

The Office is looking to move away from standalone systems, for example our current landscape:

4. Systems Landscape

Current Architecture

The current NGO systems landscape comprises Case Management, Website and Learning applications and services:



With the **Case Manager** providing:

- Enquiry Management
- Guardian Database and Profiles
- Reporting

The NGO WordPress **Website** providing:

- A Public directory of Guardians
- Guardians Profile management [duplicated]
- Password protected area for Guardian Resources

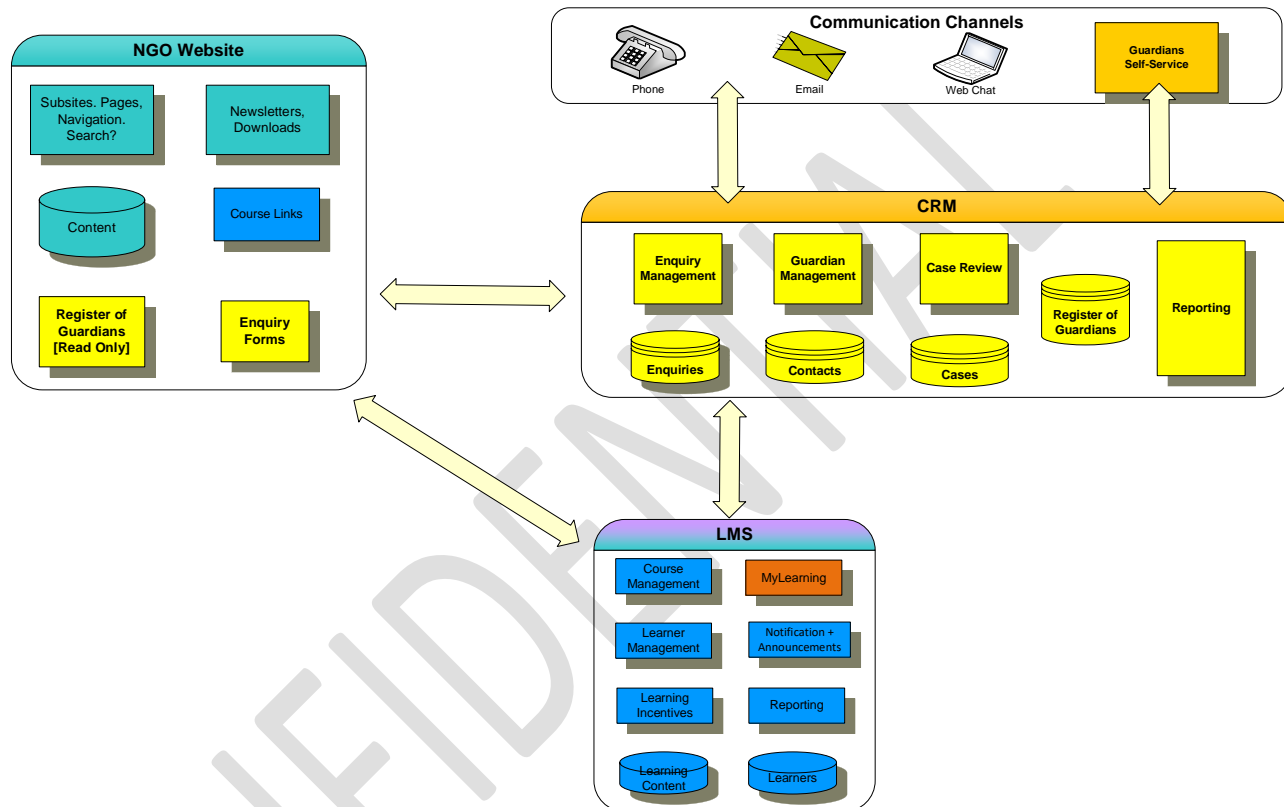
And the **LMS** from MeLearning Ltd currently hosting a foundation course for guardians.

Supplementing this are Email & Phone and MS Office 365 tools and services provided via CQC managed services.

Future Architecture

The vision for a replacement solution is to move all Guardian Management activity to a more integrated business platform that simplifies guardian management and removes duplicate data entry.

The following illustrates the vision for how this is expected to be achieved by migrating from the existing Case Management solution to a more flexible CRM solution configured for NGO needs.



Alongside this simplified view we have the following set of initial assumptions / principles to test out:

For the Microsoft D365 CRM solution

1. The CRM will provide a single-point-of truth for guardian data, the Register of Guardians, Enquiries etc.
2. Self-serve access is needed for Guardians for initial registration and to manage their own profiles.

For the Website:

1. Members of the public can submit enquiries via website forms into CRM
2. The Enquiry Form and Guardian Directory solution should avoid the need for Guardians or the Public to “register” on the Website.
3. The website pulls or syncs guardian directory data automatically from the CRM.

Training is required prior to becoming a “registered” guardian. For tracking / managing training activity some form of LMS integration may be desirable.

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[illegible]

Schedule 3: Collaboration agreement – NOT USED

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Schedule 4: Alternative clauses

1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following

alternative Clauses: 2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 • Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer

directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect

the Supplier in the performance of its obligations under the Call-Off Contract.

2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.

2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the

Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

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Schedule 5: Guarantee – NOT USED

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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 processescreated 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	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <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.
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 this Call-Off Contract in the Order Form.

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	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
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	defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	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.
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.
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Insolvency event	<p>Can be:</p> <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	<p>Intellectual Property Rights are:</p> <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	<p>For the purposes of the IR35 rules an intermediary can be:</p> <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
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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 G-Cloud 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
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 G-Cloud 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.

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: [Insert Contact details]
- 1.2 The contact details of the Supplier's Data Protection Officer are:
- [REDACTED]
- 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
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<p>Identity of Controller for each Category of Personal Data</p>	<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 National Guardian Office Case Management System which manages:</p> <ul style="list-style-type: none"> • Enquiries can be from public, guardians, NHS workers at trusts, other organisations, government e.g. mp • Responding to enquiries with a link to Outlook • Association of relevant trust(s) with enquiries • Classify people as public, guardians, trust staff etc. • Enquiries may be from workers and involve guardians. In this situation the worker is the client. • Enquiries dealt with through separate case types for complaint, FOI, safeguarding, subject access request, request for training, enrolment as guardian • Recording Qualifying Disclosures as part of associated case/enquiry • Templates for e-mailing correspondence
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Duration of the Processing	29/08/2023 to 28/08/2025 plus any extensions
Nature and purposes of the Processing	<p>All documentation relating to correspondence and case reviews will be stored in the system. Case data includes full case history including personal details, notes, correspondence, case actions, images.</p> <p>This information will be obtained as it currently is from external individuals seeking advice and support, as well as any legal matters and challenges that are brought to NGO's attention by external parties. The National Guardian's Office case management system is only accessible to National Guardian Office staff. There will be no transfer of information out of the system, except where required to respond to legal cases.</p>
Type of Personal Data	<p>Individuals' contact details ie telephone numbers and email addresses:</p> <p>Data that will be collected will include the following information:</p> <p>Protected Disclosures Act 2014</p> <p>Qualifying disclosures</p> <p>Legal issues</p> <p>Health/Patient history</p> <p>Speaking up Concerns</p> <p>Training enquiries</p>
Categories of Data Subject	<p>NGO staff</p> <p>Health and Care Provider staff</p> <p>Freedom to Speak up Guardians,</p> <p>Individuals contacting the NGO</p> <p>Employees of CQC only</p>

<p>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>	<p>The information stored on the server and cloud based system will adhere to the KIM retention and disposal schedule as there will be a functionality within the LCMS that has a date and time calculator of how long the information has been retained for so that when the time comes, the information can be disposed of.</p> <p>The retention schedule for all NGO information is held by the KIM teams. The information stored and the duration will be reflected on the asset register, which is held by KIM colleagues.</p> <p>During the last month of the contract NGO will work with the supplier to implement the off boarding and exit strategy to extract the data ready to import into an alternative system. All data will be destroyed within a maximum of 30 days at contract end</p>
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Annex 2: Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 7 (Where one Party is Controller and the other Party is Processor) and paragraphs 17 to 27 of Schedule 7 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [**select: Supplier or Buyer**]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;

- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [**select: Supplier's or Buyer's**] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every [**insert number**] months on:
 - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the

other Party's obligations under applicable Data Protection Legislation;

- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal

Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the

Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:
- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
 - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors,

on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

- (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clause 32 of the Framework Agreement (Managing disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data

Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Termination

- 8.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 5.1.

9. Sub-Processing

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy