



G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

G-Cloud 14 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	826801761306829
Call-Off Contract reference	PS/25/48
Call-Off Contract title	Intelligence, investigation & case management software
Call-Off Contract description	RM1557.14-G-Cloud-14- Provision of Clue's intelligence and case management software ("Software") as a Service.
Start date	11 th August 2025
Expiry date	10 th August 2028
Call-Off Contract value	<p>The total value of this Call-Off Contract is £243,710.00 for the Software subscription for the first 12 months, and £38,850 for professional Services (if applicable).</p> <p>All sums paid under this Call-Off Contract are exclusive of VAT.</p>
Charging method	Invoice/BACS
Purchase order number	TBC

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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	Driver and Vehicle Licensing Agency Long View Road Morriston Swansea SA6 7JL.
To the Supplier	Clue Computing Company Limited +44 (0) 117 471 9888 Clue House Petherton Road Hengrove Bristol BS14 9BZ Company number 01715616
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Head of IT Procurement

Name: Xxxxxx redacted under FOI Section 40

Email: Xxxxxx redacted under FOI Section 40@dvla.gov.uk

Phone:

For the Supplier:

Title: New Business Director

Name: Xxxxxx redacted under FOI Section 40

Email: Xxxxxx redacted under FOI Section 40@cluesoftware.com

Phone: 07500 918474

Call-Off Contract term

Start date	This Call-Off Contract Starts on 11th August 2025 and is valid for 36 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	This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier one month's written notice before its expiry.
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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 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • Access and use of the Software during the Term for 120 authorised users • Back Office Bundle: <ul style="list-style-type: none"> ○ Clue Connector (up to 5 users) ○ Clue API Licence x1 ○ Confidential Reporting Webform x3 ○ Redaction ○ Bing Maps ○ Email to Clue (1 email address) ○ Postcoder

	<ul style="list-style-type: none"> ○ Single Sign On ○ Enhanced Customer Success Package (up to 10 days Services) <p>● Professional Services to implement the Software as described in the Statement of Work (also SoW) ref 'SOW_DVLA_170725'.</p> <p>See also Schedule 1.</p>
Additional Services	None at Call-Off Contract signature, but the Buyer may wish to include additional products/services during the Term of the Call-Off Contract subject to the Supplier's agreement.
Location	The Services will be predominantly delivered remotely however, there will be instances such as training and discovery workshops where attending DVLA would be preferred.
Quality Standards	The quality standards required for this Call-Off Contract are as set out in the Supplier's G Cloud Service definition and see also Schedule 1
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are as set out in the Supplier's G Cloud Service definition. See also Schedule 1.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are availability at 99.9% as described in Schedule 1.
Onboarding	The onboarding plan for this Call-Off Contract is to be agreed with the Buyer.

Offboarding	The offboarding plan for this Call-Off Contract is that the Buyer's Data will be made available for extraction as described in the Exit Plan provided to the Buyer.
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Collaboration agreement	NA.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss or damage 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 £500,000 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed £100,000 or 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 under clauses 10 and 11 will not exceed £1,000,000 or 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 £500,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <p>Providing access to all Buyer Data and providing suitable technical resources and assistance as reasonably required to enable implementation of the Software.</p> <p>Providing a small number of key users who will support the initial Software configuration and data import as reasonably required.</p> <p>Provide a system administrator or key user, who will assist in creating user accounts, setting up permissions, etc. during the Software implementation.</p>

	<p>Providing reasonable assistance to enable the Supplier to assess, inspect and correct any issue reported to it, including by providing a description of the issue in sufficient detail, information and remote access to the Software.</p> <p>Co-operating with the implementation of Software upgrades in a timely manner.</p> <p>Employing industry standard anti-virus and information security methods on the Buyer's own hardware devices and infrastructure.</p> <p>Using appropriate technical and organisational measures to protect Buyer Data when extracted or downloaded from the Services and/or Software by the Buyer itself onto its hardware devices and software infrastructure.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes IT infrastructure and internet facilities enable users to access to the Software via a browser.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>1.1. Microsoft Azure – hosting services, provided to the Supplier under its hosting terms accessible at https://www.microsoft.com/licensing/docs/customeragreement.</p> <p>1.2. Salesforce platform – to enable support tickets and record support services.</p> <p>1.3. Bing Maps, provided under its terms of use below: https://www.microsoft.com/en-us/maps/bing-maps/product/enduserterms</p>
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	<p>1.4. Postcoder, provided under its terms of use below: https://postcoder.com/terms</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS .
Payment profile	<p>The payment profile for this Call-Off Contract is annual payments in advance for the Software subscription.</p> <p>Year 1 - £243,710 shall be invoiced upon Call-Off Contract signature)</p> <p>Year 2 – £255,895 shall be invoiced upon anniversary</p> <p>Year 3 – £268,690 shall be invoiced upon anniversary</p> <p>The professional Services Charges (£38,850) shall be invoiced as follows: £12,950 on project kick off meeting having taken place £12,950 on making Buyer's user acceptance testing environment accessible by the Buyer £12,950 on reaching go live readiness.*</p> <p>* Go live readiness means that the Buyer is able to use the Software in a production environment other than for testing purposes.</p>
Invoice details	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

Who and where to send invoices to	Driver and Vehicle Licensing Agency Long View Road Morriston Swansea SA6 7JL
Invoice information required	<p>All invoices must include</p> <ul style="list-style-type: none"> • the relevant Business Unit (e.g. DVLA) the services or goods were supplied to • quote your Vendor Number • quote Purchase Order Number • use the units of measure, pricing units and description as stated in the Purchase Order • be submitted in a timely manner after the despatch of goods or provision of services (and not accumulated). <p>Credit Notes Credit notes must quote the Invoice Number and Purchase Order Number that they relate to.</p> <p>Invoicing Queries For any queries regarding invoices you must contact Unity Business Services (UBS on telephone number 0344 892 0343.</p> <p>Please note that if an incorrect Purchase Order number or no Purchase Order number is quoted the invoice will be returned to you. You will be able to handwrite the correct Purchase Order numbers on the invoices that are returned, however it is preferable that you change it on your system and reissue to ensure any future invoices are referenced correctly.</p> <p>PLEASE BE ADVISED THAT COMPLIANCE WITH THESE PROCEDURES WILL SIGNIFICANTLY AID PROMPT PAYMENT.</p>
Invoice frequency	Invoice will be sent to the Buyer upon Order Form signature and thereafter annually in advance or, for professional Services, when invoiced in accordance with this Call-Off Contract.
Call-Off Contract value	The payment profile for this Call-Off Contract is annual payments in advance for the Software subscription. Year 1 - £243,710 shall be invoiced upon Call-Off Contract signature Year 2 – £255,895 shall be

	<p>invoiced on the first anniversary of Call-Off Contract signature Year 3 – £268,690 shall be invoiced on the second anniversary of Call Off Contract signature The professional Services Charges (£38,850) shall be invoiced as follows: £12,950 on project kick off meeting having taken place £12,950 on making Buyer's user acceptance testing environment accessible by the Buyer £12,950 on reaching go live readiness.* * Go live readiness means that the Buyer is able to use the Software in a production environment other than for testing purposes.</p>
Call-Off Contract charges	<p>The breakdown of the Charges for the first 12 months is £282,560 excluding VAT</p> <p>User Licensing Year One £243,710 excluding VAT</p> <p>Professional Services £38,850 excluding VAT</p> <p>All Hosting, Maintenance and Upgrades are included at no additional charge.</p> <p>Maps, Postcoder and Email to Clue (one email address) at no additional charge.</p> <p>Year 2 cost is £255,895, excluding VAT £307,074.60, including VAT</p> <p>Year 3 cost is £268,690, excluding VAT £322,428.33, including VAT</p> <p>Total cost over term is £807,145 £968,574.93, including VAT</p>

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans:</p> <ul style="list-style-type: none"> • Initial Software configuration • Initial user training • Use of Software in a production environment by the Buyer • Ongoing access to the Software • Ongoing Software support via email and phone • Offboarding as set out in the Supplier's Exit Plan. <p>See also Schedule 1.</p>
Guarantee	NA
Warranties, representations	NA.
Supplemental requirements in addition to the Call-Off terms	NA.
Alternative clauses	NA
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p><u>IAG Security Schedule</u> Where the supplier processes Government data, including but not limited to, personal data on behalf of the DVLA the following requirements shall apply, unless otherwise specified or agreed in writing.</p> <p><u>Assurance and Audit</u></p> <ul style="list-style-type: none"> • Statement of Assurance

	<p>This contract will require the supplier to process government data on DVLA's behalf. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (SoAQ) prior to formal contract award and before any processing of data commences in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The purpose of the questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data.</p> <p>As part of this, the supplier must confirm how DVLA data or information will be securely managed at each stage of the supply chain, including any sub-contractors, sub-processors or any other third parties.</p> <p>The questionnaire must be completed and returned prior to contract award, and annually thereafter, and will be assessed by our Information Assurance & Governance team. DVLA will work with the supplier to address any information aspects requiring improvement.</p> <ul style="list-style-type: none"> • Monitoring The supplier shall collect audit records which relate to all events in delivery of the service or that would support the analysis of potential and actual compromises resulting in a breach of security or a data loss event. <p>In order to facilitate effective monitoring and forensic readiness such audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of DVLA data. The retention periods for audit records and event logs must be agreed with the DVLA and documented.</p> <ul style="list-style-type: none"> • Data Protection Impact Assessment Where this contract involves the processing of personal data on behalf of DVLA that results in a significant risk to the rights and freedoms of individuals, the supplier shall provide all reasonable assistance to DVLA in the preparation and completion of a Data Protection Impact Assessment (DPIA) prior to commencing any processing of personal data. A DPIA may be required prior to award or during the term of the contract if the risk profile changes. <p>Such assistance may, at the discretion of the DVLA, include:</p> <ul style="list-style-type: none"> (a) a systematic description of the envisaged processing operations and the purpose of the processing; (b) an assessment of the necessity and proportionality of the processing operations in relation to the services; (c) an assessment of the risks to the rights and freedoms of data subjects; and
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(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data.

Use of Artificial Intelligence for delivery of the requirement

The Buyer wishes to understand and approve any proposed use of any Artificial Intelligence (AI) tools/solutions or machine learning technologies to carry out activities in delivery of this contract.

Suppliers must state any plans to use such tools/solutions in their proposals and describe in detail how they will be integrated into your service offerings and used in the delivery of the contract.

Any proposed AI tools/solutions or extensive processing of data would need to be discussed and agreed with the Buyer before delivery as part of the contracted work so that the department can carry out the necessary impact assessments to ensure that the proposal is compliant with relevant laws and government policy.

If the supplier has no plans to use AI tools/solutions/technologies in the delivery of the contract they should state so in their proposal.

Should the successful Supplier wish to introduce AI tools/solutions at any point throughout the life of the contract, then a proposal should be submitted to the Buyer's Contract Manager who will consider the proposal and either confirm or decline the usage of AI tools/solutions.

Certification

The supplier shall ensure they hold relevant certifications in the protection of personal data and/or evidencing the effectiveness of technical and organisational measures they have in place. These certifications must be maintained throughout the entirety of the contract, including any applicable extension periods. Evidence of valid certificates and corresponding documentation shall be provided upon request by the DVLA's representative or an agent acting on DVLA's behalf.

Supplier Devices

• Removable Media

The supplier shall not use removable media in the delivery of this contract without the prior written consent of the DVLA.

• Security

The supplier shall ensure that any device which is used to process DVLA data meets all of the security requirements set out in the National Cyber Security Centre's End User Devices Platform Security Guidance, a copy of which can be found at <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

Governance

	<ul style="list-style-type: none"> • Organisational Structure The supplier shall have a senior individual responsible for DVLA assets within your custody. • Asset Management The supplier shall implement and maintain an asset register that identifies and records the value of sensitive DVLA assets which require protection. This includes both physical and information assets. Risk assessments should be managed to ensure that the security of the asset is proportionate to the risk depending on value and sensitivity. • Policies The supplier shall establish, or indicate that they have in place, policies which detail how DVLA assets should be processed, handled, copied, stored, transmitted, destroyed and/or returned. These shall be regularly maintained. The supplier shall provide evidence of relevant policies upon request. • Risk Assessment <ul style="list-style-type: none"> ○ Technical The supplier shall perform a technical information risk assessment on the service/s supplied and be able to demonstrate what controls are in place to address any identified risks. ○ Security The supplier shall ensure an annual security risk assessment is performed at any sites used to process or store any DVLA data. This assessment must include perimeter security, access controls, manned guarding, incoming mail and delivery screening, secure areas and/or cabinets for the storage of sensitive assets, and have a demonstrable regime in place for testing controls against operational requirements. • Return of Data / Information to DVLA The supplier must be able to demonstrate they can supply a copy of all data or information on request or at termination of the service. • Destruction / Deletion of Data or Information The supplier must be able to securely erase or destroy all DVLA-related data or information that it has been stored and processed for the service, upon DVLA request. • Redundant Equipment / Media The supplier shall securely destroy all redundant equipment or media that has held DVLA data in line with good industry practice and DVLA instructions. The supplier must also be able to provide a certificate or confirmation of destruction/erasure upon request. • Incident Management
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	<p>The supplier shall have policies in place which set out how information security incidents, and personal data breaches or data loss events (including breaches to the confidentiality, integrity, availability, and resilience of data) should be managed and who it should be escalated to, including notifying the DVLA immediately, or in any case within 24 hours, of becoming aware of the incident/s and/or breach/es.</p> <p>This policy shall also include:</p> <ol style="list-style-type: none"> individual responsibilities for identifying and reporting security incidents and information security breaches; a reporting matrix including escalation points; an up to date list of relevant internal and external contact points; and a timeline detailing at which point the policy should be implemented. <p><u>Personal Data</u></p> <ul style="list-style-type: none"> <p>Processing Personal Data</p> <p>The supplier as part of the contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.</p> <p>DVLA Written Processing Instructions</p> <p>The supplier shall comply with DVLA's written instructions, as outlined in the 'Schedule of Processing' in the contract.</p> <p>International Transfers (Offshoring) of Government Data</p> <p>When international transfers or offshoring is described, the focus is typically on the physical location where data is hosted (such as where the data centres are located). However, whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.</p> <p>The supplier (and any of its third party sub-contractors, sub-processors or suppliers) shall not, transfer, store, process, access or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.</p>
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	<p>Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA's offshoring questionnaire.</p> <p>In the event that the supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:</p> <ol style="list-style-type: none"> the privacy risks and the security controls in place to protect the data; how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented. <ul style="list-style-type: none"> Cookies, Web Beacons and Similar Technologies The supplier shall not implement or use non-essential cookies, web beacons or similar technologies without the prior written approval of DVLA. <p><u>Processing of Sensitive Information (not Personal Data)</u></p> <ul style="list-style-type: none"> Security Classification of Information If the provision of the services requires the supplier to process DVLA data which is classified as OFFICIAL:SENSITIVE or higher, the supplier shall implement such additional measures as agreed with the DVLA in order to enhance the safeguarding of such information. A copy of the Government Security Classification scheme can be found at: https://www.gov.uk/government/publications/government-security-classifications <p><u>Personnel</u></p> <ul style="list-style-type: none"> Security Clearance <ul style="list-style-type: none"> Level 1 The supplier is required to acknowledge in their response that any supplier staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff. Level 2
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	<p>The supplier is required to confirm that Baseline Personnel Security Standard clearance (BPSS) is held for any supplier staff that will have:</p> <ul style="list-style-type: none"> • access to or will process DVLA (customer or staff) data or information • access to the DVLA site to provide routine maintenance • access to the DVLA site and/or DVLA systems <p>The aim of the BPSS verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff.</p> <p>The BPSS comprises verification of the following four main elements:</p> <ol style="list-style-type: none"> 1. Identity; 2. Employment History (past 3 years); 3. Right to Work (RTW) in the UK; 4. Criminal Record Check (unspent convictions only). <p>BPSS is a series of checks conducted once a provisional offer of employment is accepted by individuals. A formal offer shall only be made once BPSS is passed. BPSS is not a national security vetting (NSV) clearance. It applies to all individuals working within and for the government, such as civil servants, contractors, members of the armed forces, temporary staff and suppliers.</p> <p>The supplier is required to provide evidence that the relevant BPSS checks (as listed above) have been undertaken.</p> <p>○ Level 3</p> <p>The supplier is required to confirm in their response that any supplier staff that have access to the DVLA site and DVLA systems, administration rights, sensitive programmes or large blocks of sensitive data or information must have full 'Security Check' (SC) clearance.</p> <ul style="list-style-type: none"> • Employment Contracts <p>The supplier shall confirm that organisational and individual responsibilities for information security are clearly defined in the terms and conditions of employment contracts, along with relevant non-disclosure agreements, where the individual will have access to any DVLA data, information and /or the DVLA site or systems.</p> <ul style="list-style-type: none"> • Training <p>The supplier shall maintain a mechanism to ensure employees and contractors receive appropriate information security awareness and data protection training upon appointment, and perform regular updates to organisational policies and procedures, as relevant for each job function. Evidence must be provided where reasonably requested by DVLA.</p> <ul style="list-style-type: none"> • Access Rights
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	<p>The supplier shall ensure their staff are provided only the necessary level of access (using the principle of least privilege) to DVLA data or information, to deliver their job function within the contracted service(s).</p> <p>Upon staff migration, or termination of employment, the supplier shall verify that there is a process in place to ensure assets are returned and rights to assets revoked without undue delay.</p> <p>Evidence of the above must be provided where reasonably requested by DVLA.</p> <p><u>Business Continuity and Disaster Recovery</u></p> <p>The supplier shall have business continuity and disaster recovery plans in place to maintain or quickly resume any services provided to DVLA and shall maintain compliance with relevant legislation.</p>
Personal Data and Data Subjects	See Schedule 7
Intellectual Property	<p>No Project Specific IPR will be created for the Buyer, unless agreed by the Supplier and Buyer in writing using the Variation Form in Schedule 9.</p> <p>In the event that any Project Specific IPR arises, all right, title and interest in and to the Project Specific IPR shall be owned by the Supplier.</p> <p>Under Clause 15.1, all software created for the Buyer must be suitable for publication as open source unless otherwise agreed by the Buyer.</p> <p>In the event that Clause 15.1 applies, the Buyer agrees that the Software does not need to be suitable for publication as open source.</p>
Social Value	No additional requirements beyond those described in Clue's Application (Fighting climate change, Covid – 19 recovery, tackling Economic equality, Equal opportunity).
Performance Indicators	Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer.

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 clauses 8.3 to 8.6 inclusive 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 RM1557.14.

Signed	Supplier	Buyer
Name	Xxxxx redacted under FOI Section 40	Xxxxx redacted under FOI Section 40
Title	General Counsel	Head of IT Procurement
Signature	Xxxxx redacted under FOI Section 40	Xxxxx redacted under FOI Section 40
Date	07/08/2025	14/08/2025

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

Buyer Benefits

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

[G-Cloud 14 Buyer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 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 36 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses, schedules 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)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 to 8.6 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 (Official Secrets Act)
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)
 - 24 (Conflicts of interest and ethical walls)
 - 25 (Publicity and branding)
 - 26 (Equality and diversity)
 - 28 (Data protection)

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

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

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

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

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

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

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
 - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties

- 4.1.3 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 14 digit 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 invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 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

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

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks 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 misappropriate 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 judgement 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-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.npsa.gov.uk/sensitive-information-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/technologycode-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 CDDO 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 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.
- 23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.
- 23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

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 is not a 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.

- 29.3 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.
- 29.4 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.
- 29.5 The Supplier will cooperate 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.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 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
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 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 using the template in Schedule 9 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 using the template in Schedule 9. 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

The Software and related Services are described here:

<https://insights.cluesoftware.com/cluepdt-spec8425>

Provision of the Software for the Buyer's authorised users to access during the Term.

The Supplier shall use reasonable endeavours to ensure that the Software is accessible 24 hours a day, 7 days a week, except for (i) planned maintenance, which shall be performed outside of Working Hours (for the purposes of this Call-Off Contract, outside of Working Hours means before 0800 or after 18.00 or on a Saturday or Sunday which is not a Working Day) insofar as possible; and (ii) unscheduled maintenance, which may be conducted for emergency reasons, in which case the Supplier shall endeavour to provide at least four (4) hours' prior notice.

Maintenance Services shall include the provision of routine maintenance in connection with the Software, including updates, patches, and new version release.

Support Services shall include an email and telephone support facility during Working Hours for the purposes of (i) assisting the Buyer with the configuration and proper use of the Software; and/or (ii) determining the causes of any Software errors and using reasonable endeavours to correct the same.

Support Services can be requested by email to support@cluesoftware.com, or online via <https://cluesoftware.force.com>. Each request shall include a description of the request or issue and any other relevant information, sufficient to enable the Buyer to assess the request.

Support Services are not provided in relation to any third-party systems, applications or infrastructure, or any issues arising from the Buyer's own environment.

The Supplier may provide Services including related micro services (such as without limitation anti-virus services) through services orientated architecture where customer instances will interact with a shared service.

The scope of any professional Services will be agreed between the parties and set out in a separate statement of work.

The EULA here <https://www.cluesoftware.com/eula/> sets out the licence granted to the Buyer and taken from its Supplier Terms for the purposes of clause 11.4 (Supplier Terms). In the event of any conflict or inconsistency, the Order Form and the Terms and Conditions shall take precedence.

- 4.3. The Licensee may provide Feedback to the Reseller or Licensor at any time. For the avoidance of doubt, nothing in this clause puts the Licensor under any obligation to take such Feedback into account when developing the Software and/or providing the Services. For the avoidance of doubt, Feedback shall not constitute confidential information of the Licensee and may be freely used and exploited by the Licensor. Any Intellectual Property Rights arising in the Feedback and any resulting work, modifications or developments, shall belong to the Licensor.

5. MAINTENANCE AND SUPPORT SERVICES

- 5.1. The Maintenance Services shall include the provision of routine maintenance in connection with the Software, including updates, patches, and new version releases.
- 5.2. The Support Services shall include an email and telephone support facility during Business Hours for the purposes of (i) assisting the Licensee with the configuration and proper use of the Software; and/or (ii) determining the causes of any Software errors and using reasonable endeavours to correct the same.
- 5.3. Support Services can be requested by email to support@cluesoftware.com, or online via <https://cluesoftware.force.com>. Each request shall include a description of the request or issue and any other relevant information, sufficient to enable the Licensor to assess the request.
- 5.4. Support Services are not provided in relation to any third-party systems (including Third-Party Apps), applications or infrastructure, or any issues arising from the Licensee's own environment (including but not limited to its hardware, operating system(s), other software used by the Licensee, or telecommunications links).
- 5.5. The Licensee agrees to provide reasonable assistance to enable the Licensor to assess, inspect and correct any issue reported to it, including by providing any output, data, information, remote access and personnel assistance reasonably requested by the Licensor.
- 5.6. The Licensee shall take all reasonable steps to co-operate with the implementation of upgrades in a timely manner.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Except as may be specifically permitted under this EULA, the Licensee shall not remove any of the Licensor's proprietary rights notices from the Software or the Documentation.
- 6.2. The Licensee acknowledges that all Intellectual Property Rights in and to the Software (and parts thereof) and Documentation and all modifications and derivatives thereto shall be owned by and will remain the property of the Licensor or its licensors. The Licensor shall own all Intellectual Property Rights created by it under this EULA or the Main Agreement. The Licensee and any of its Authorised Users shall have no rights in or to the Software, the Documentation, any Feedback and Software configuration other than right to use these in accordance with the provisions of this EULA and the Main Agreement during the Term.
- 6.3. The Licensor shall own all Intellectual Property Rights in any Feedback, and the Licensee hereby assigns all Intellectual Property Rights in any Feedback to the Licensor and waives any moral rights thereto.
- 6.4. The Licensor shall have no rights in or to the Licensee's Intellectual Property Rights, except for the rights expressly granted to it in this EULA and in the Main Agreement. The Licensee hereby grants to the Licensor a non-transferable, non-exclusive, and royalty free licence during the term of the Main Agreement to use such of its Intellectual Property Rights as are necessary to enable the



Licensor to fulfil its obligations under this EULA and the Main Agreement. Both parties shall execute and deliver or procure the execution and delivery of such documents and perform such acts as may be required for the purpose of giving full effect to this clause 6.

- 6.5. The Licensee must promptly notify the Licensor if it becomes aware of any actual or threatened claim alleging that the Licensee's use of the Software infringes any valid United Kingdom intellectual property right of a third party (a Claim).
- 6.6. The Licensor will defend the Licensee or, at the Licensor's option, settle any Claim and be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such Claim. The foregoing shall not apply where the Claim is attributable to (i) possession or use of the Software (or any part thereof) other than in accordance with the terms of this EULA or the Main Agreement; (ii) use of the Software in combination with any hardware or software not supplied or specified by the Licensor if the infringement would have been avoided by the use of the Software not so combined; or (iii) use of a non-current release of the Software if the Licensee prevents the Licensor from implementing a current release of the Software and the infringement would have been avoided by such implementation, or where the Claim is attributable to Licensee Data that the Licensor hosts or stores under this EULA or the Main Agreement for the Licensee.
- 6.7. If the Software is or is likely to become subject to a Claim, the Licensor may at its sole option and expense:
 - 6.7.1. obtain the right for the Licensee to continue to use the Software; or
 - 6.7.2. replace or modify the Software (or the part of it subject to the Claim) so that it becomes non-infringing without materially affecting the functionality of the Software.
- 6.8. If the outcomes in clause 6.5 are not achievable with the use of reasonable endeavours (including where the costs or other outcomes of doing so are commercially prohibitive), the Licensee shall (on receipt of written notice from Licensor) promptly cease using the Software and this EULA and the licence hereunder shall terminate, and the Licensor shall refund any unused portion of the fees paid by the Licensee.
- 6.9. The provisions of clauses 6.4 to 6.6 (inclusive) constitute the Licensee's sole and exclusive remedy and the Licensor's only liability in respect of any Claim, and for the avoidance of doubt is subject to clause 10.

7. CONFIDENTIAL INFORMATION

- 7.1. Each party shall, during the term of this EULA and for the period specified in clause 7.3, keep confidential, and shall not use for its own purposes (other than the performance of this EULA or the exercise of its rights under the EULA) nor without the prior written consent of the other disclose to any third party (except its professional advisors provided that the receiving party remains liable for the acts and omissions of such professional advisors or as may be required by any law or any legal or regulatory authority) any information of a confidential nature (including, without limitation, trade secrets, technical information and information of commercial value) which may be disclosed by the other party or become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this EULA, or subsequently comes lawfully into the possession of such party from a third party who is under no obligation restricting its disclosure. Each party shall use its



reasonable endeavours to prevent the unauthorised disclosure of any such information. All confidential information disclosed by either party to the other party under this EULA shall be used by the receiving party solely in connection with the performance of this EULA and by authorised employees on a need-to-know basis who are directly involved in the use of confidential information and who are under confidentiality obligations which are substantially no less protective than under this EULA. The disclosing party shall remain liable for the acts and omissions of its authorised employees.

- 7.2. The terms of this EULA are confidential and may not be disclosed by the Licensee without the prior written consent of Licensor.
- 7.3. The obligations of each party under this EULA regarding use and disclosure of confidential information shall not terminate until three (3) years after the expiry or termination of this EULA.

8. DURATION AND TERMINATION

- 8.1. Subject to earlier termination in accordance with its terms, the EULA and licence provided hereunder shall remain in full force and effect in accordance with the Main Agreement. In the event of the termination or expiry of the Main Agreement (howsoever caused), this EULA and the licence provided hereunder shall automatically terminate.
- 8.2. Without prejudice to the rights in the Main Agreement, the Licensor may terminate this EULA and the licence provided hereunder with immediate effect on giving written notice to the Licensee if: (i) the Licensee commits a material breach of this EULA which is irremediable or, if remediable, is not remedied within fourteen (14) days of written notice from the Licensor requiring it to be remedied; or (ii) the Licensee ceases to carry on business or becomes insolvent or bankrupt (or its local equivalent) or makes any assignment of assets for the benefit of creditors generally (or group of creditors), or on the appointment of a liquidation manager, receiver, or administrative receiver over the Licensee for the benefit of creditors.
- 8.3. Effect of Termination.
 - 8.3.1. On termination of this EULA, the rights of the Licensee and any Authorised Users to use the Software, Services and Documentation shall automatically terminate;
 - 8.3.2. Termination of this EULA shall not affect any rights or obligations of either party as at termination; and
 - 8.3.3. On termination for any reason the Licensee shall immediately destroy or return to the Licensor (at the Licensor's option) all copies of Documentation then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

9. DISCLAIMERS

- 9.1. WITHOUT PREJUDICE TO ANY WARRANTIES GIVEN BY THE LICENSOR IN THE MAIN AGREEMENT, NO WARRANTIES ARE GIVEN IN CONNECTION WITH THIS EULA AND THE SOFTWARE IS PROVIDED 'AS IS'. IN PARTICULAR, THE LICENSOR DOES NOT WARRANT, REPRESENT OR UNDERTAKE THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR FIT FOR ANY PARTICULAR PURPOSE, AND ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS EULA WHETHER BY STATUTE, COMMON LAW OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING THE



IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE.

10. LIMITATION OF LIABILITY

10.1. Subject to clause 10.3, the Licensor shall have no liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee, including Authorised Users), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

10.1.1. special damage even if the Licensor was aware of the circumstances in which such special damage could arise;

10.1.2. loss of profits;

10.1.3. loss of anticipated savings;

10.1.4. loss of business opportunity;

10.1.5. loss of goodwill; or

10.1.6. any indirect or consequential losses or damages.

10.2. THE TOTAL AGGREGATE LIABILITY OF THE LICENSOR UNDER THIS EULA (WHETHER ARISING IN CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY, UNDER AN INDEMNITY OR OTHERWISE) SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY THE LICENSEE FOR THE CONTRACT YEAR DURING WHICH THE LIABILITY ARISES OR £50,000 (WHICHEVER IS THE HIGHER).

10.3. The exclusions in this clause 10 shall apply to the fullest extent permissible at law, but the Licensor does not exclude or limit its liability for:

10.3.1. death or personal injury caused by the negligence of the Licensor, its officers, employees, contractors or agents;

10.3.2. fraud or fraudulent misrepresentation;

10.3.3. breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.3.4. any other liability which may not be excluded or limited by law.

11. DATA PROTECTION

11.1. Where, in connection with the provision of the Software and Services, the Licensor acts as a processor for and on behalf of the Licensee (and except where the parties have entered into a separate data processing agreement), the provisions of this clause 11 shall apply. For the purposes of this clause, the terms "personal data", "controller", "processor", and "process/processing" shall have the meanings given in the Data Protection Laws.

11.2. Each party warrants and undertakes that it shall comply with Data Protection Laws in connection with the performance of this EULA. The Licensee also warrants that any personal data provided to the Licensor, or stored or transmitted via the Software, is accurate, complete and up to date, and that the Licensee has obtained all necessary consents or given all necessary notices to enable the processing of such personal data in connection with this EULA.



11.3. In connection with its processing of personal data on behalf of the Licensee, the Licensor agrees that:

- 11.3.1. it shall only process the personal data in accordance with the Licensee's written instructions, including as set out in this EULA;
- 11.3.2. it shall inform the Licensee if, in the Licensor's opinion, any instructions provided by the Licensee infringe Data Protection Laws;
- 11.3.3. it shall not transfer any personal data to a country outside of the UK or European Economic Area unless appropriate safeguards have first been put in place in conformance with Article 46 of the UK GDPR or GDPR (as applicable), where the transfer is otherwise permitted under Data Protection Laws or where the Licensee has given the Licensor a specific instruction to do so;
- 11.3.4. it shall ensure that any persons employed or engaged by it with access to the personal data are subject to legal binding obligations of confidentiality;
- 11.3.5. it shall ensure that sub-processors appointed by it are subject to legally binding processing obligations equivalent to those in this EULA, and shall remain primarily liable for the acts and omissions of any sub-processors appointed by it;
- 11.3.6. it shall notify the Licensee of any proposed change to the sub-processors used by it and provide the Licensee with a reasonable opportunity to object to any such change;
- 11.3.7. it shall have and maintain appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against any accidental loss or destruction of, or damage to such personal data, including as necessary to ensure compliance with Article 32 of the GDPR;
- 11.3.8. taking into account the nature of processing and information available to it, it shall provide reasonable assistance and cooperation to the Licensee so as to enable the Licensee to fulfil its obligations to respond to requests from individuals exercising their rights under Data Protection Laws;
- 11.3.9. it shall promptly inform the Licensee and in any event within 48 hours if it becomes aware of any breach of security relating to the personal data processed under this EULA, or if it receives any notification, complaint, request or communication in relation to the same to ensure compliance with the obligations set out under Article 33 of the UK GDPR, and it shall provide reasonable assistance and cooperation to the Licensee in connection with the same;
- 11.3.10. taking into account the nature of the data processing activities it undertakes and the information available to it, it shall provide reasonable assistance to the Licensee with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Laws, provided that the scope of such assistance shall be agreed between the parties in advance and the Licensee shall pay the Licensor's reasonable costs incurred in providing such assistance;
- 11.3.11. on termination or expiry of the EULA, it shall securely delete or return to the Licensee all Licensee personal data, except to the extent that the Licensor is required to retain copies of the personal data to comply with applicable laws; and



- 12.5. Severability. In the event any provision of this EULA is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 12.6. Amendment. No amendment to this EULA shall be effective unless set out in a written document signed by authorised representatives of both parties.
- 12.7. A person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 12.8. Force Majeure. The Licensor shall not be liable for failure to fulfil or delay in fulfilling its obligations when due to causes beyond its reasonable control, including as a result or consequence of any act of God, act of war or terrorism, destruction or cessation of general market activity or other similar occurrence.
- 12.9. Entire agreement. This EULA, states the entire agreement between the parties with respect to the subject matter of this EULA and shall replace and supersede all previous discussions, proposals, negotiations, representations (unless fraudulent), agreements and communications, whether oral or written, between the parties.
- 12.10. Applicable law. This EULA and any dispute arising out of or in connection with it shall be construed in all respects in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.



Schedule 2: Call-Off Contract charges

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

The Call-Off Contract Charges for each Year are set out below:

Year 1	120 licences for access and use of the Software at £201,960, plus £41,750.00 for the Clue Backend Bundle Year 1 plus £38,850 in Year 1 only for professional Services implementation costs. Any additional Charges are subject to Call-Off Contract variation and SOW sign off.
Year 2	£255,895 (as described above)
Year 3	£268,690 (as described above)
Year 4 (optional)	£281,945 (as described above)

Call-Off Contract Charges are non-refundable in the event of a cancellation.

Schedule 3: Collaboration agreement - NA

Schedule 4: Alternative clauses – NA

Schedule 5: Guarantee - NA

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Software

Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.

Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
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	<p>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:</p> <p>https://www.gov.uk/guidance/check-employment-status-fortax</p>
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Financial Metrics	<p>The following financial and accounting measures:</p> <ul style="list-style-type: none"> • Dun and Bradstreet score of 50 • Operating Profit Margin of 2% • Net Worth of 0 • Quick Ratio of 0.7

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 <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • 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 RM1557.14 together with the Framework Schedules.</p>
Fraud	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
Freedom of Information Act or FoIA	<p>The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.</p>
G-Cloud Services	<p>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.</p>
UK GDPR	<p>The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).</p>

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 Guarantee Guidance	<p>The government's preferred method of purchasing and payment for low value goods or services.</p> <p>The guarantee described in Schedule 5.</p> <p>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.</p>
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 Inside IR35	<p>The information security management system and process developed by the Supplier in accordance with clause 16.1.</p> <p>Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.</p>
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 Supplier Trigger Event
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <ul style="list-style-type: none"> • (c) 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, judgement 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, judgement, 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.

Performance Indicators	The performance information required by the Buyer from the Supplier set out in the Order Form.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators 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.
Trigger Event	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
Variation	This has the meaning given to it in clause 32 (Variation process).
Variation Impact Assessment	An assessment of the impact of a variation request by the Buyer completed in good faith, including: a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract;

	<p>b) details of the cost of implementing the proposed variation;</p> <p>c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Intentionally Blank

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: The DVLA data protection officer: dataprotectionofficer@dft.gov.uk

1.2 The contact details of the Supplier's Data Protection Officer are: Xxxxx redacted under FOI Section 40, DPO, dpo@cluesoftware.com

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller and Processor for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data: <i>The scope and purposes for processing are providing, maintaining and supporting the hosted Software and Services to enable you to track and manage cases, investigations and intelligence;</i></p> <p>The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i>
Duration of the Processing	<i>For the duration the Call-Off Contract Term;</i>

Nature and purposes of the Processing	<i>Hosting, storing, transmitting and enabling access to the personal data. Buyer to track and manage cases, investigations and intelligence;</i>
Type of Personal Data	<i>Based on standard fields and fields created by Buyer, which may include name, address, phone number, email address, physical and/or mental health information, sexual orientation, racial or ethnic origin, religious beliefs, trade union activity, political affiliations or opinions, criminal record history, and financial information;</i>
Categories of Data Subject	<i>This is determined by the Buyer's use of the Software but typical types of data subject are individuals who are: suspected of having committed, or about to commit, an offence; guilty of an offence; known or suspected of being a victim of an offence; witness to or able to provide information concerning an offence;</i>
International transfers and legal gateway	<i>Personal data is stored in a UK or EU Microsoft data centre. To the extent that the Supplier is instructed to transfer personal data or is permitted to do so by the Buyer and/or under the terms of the Call-Off Contract, the EU SCCs and the UK IDTA Addendum will be used.</i>
Plan for return and destruction of the data once the Processing is complete	<i>The Supplier shall securely delete or return to the Buyer all Personal Data and delete all existing copies of the Personal Data except to the extent the Supplier is required to retain copies of the Personal Data to comply with applicable laws.</i>

Annex 2 - Joint Controller Agreement - NA

Schedule 8 (Corporate Resolution Planning) - NA

Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address