



Crown Commercial Service

G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

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Part A - Order Form

Digital Marketplace service ID number:	G-Cloud 10 Framework Agreement (RM1557.10)
Call-Off Contract reference:	DWP D&A CHS Operate Partner Redcentric_G-Cloud10_Cloud_Hosting
Call-Off Contract title:	DWP D&A On Premise Hosting - Operate Partner Redcentric
Call-Off Contract description:	Supplier operate Services will be provided to the Buyer for the Data & Analytics (D&A) infrastructure located at Buyer on premise hosting locations.
Start date:	15 November 2018
Expiry date:	14 November 2020
Call-Off Contract value:	Up to a maximum of £1,500,000 subject to individually governed Statements of Work (SoW). The initial SoW 1 (Schedule 1) is approved at £936,000 for a 24 month period (15 November 2018 - 14 November 2020).
Charging method:	Monthly in arrears
Purchase order number:	To be sent to Supplier when Single Operating Platform (SOP) record set up

From: the Buyer	Buyer's main address: Department for Work and Pensions DWP Commercial Directorate Finance Group 5th Floor 2 St Peter's Square Manchester M2 3AA
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To: the Supplier	Supplier's address: Redcentric Central House, Beckwith Knowle, Harrogate HG3 1UG Company number: REDACTED
Together: the 'Parties'	

Principle contact details / section 1

For the Buyer:	REDACTED
For the Supplier:	REDACTED

Call-Off Contract term / Section 2

2.1 Start date:	This Call-Off Contract Starts on 15 November 2018 and is valid for 24 months.
2.2 Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause. For the purposes of this Call-Off Contract Clause 18.4 shall apply solely in respect of a material default where a material default is defined as a Supplier Default which constitutes a material breach of this Call-Off Contract. For the purpose of the Call-Off Contract, should the Buyer terminate the Call-Off Contract 'without cause', the Buyer will not indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier. The notice of 'termination without cause' triggers the Supplier's Offboarding activity in line with Section 3 ('Buyer contractual details'), 'Offboarding' Section 3.9.
2.3	

Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 2 months' written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.
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Buyer contractual details / section 3

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.

3.1 G-Cloud Lot:	This Call-Off Contract is for the provision of Services under: Lot 1 - Cloud hosting
3.2 G-Cloud services required:	- The Services which could be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined in the document embedded below: Redcentric Database as a Service described within the overall G-Cloud Redcentric service definition document below (service ID 210962005631354-service-definition-document-2018-05-23-1529 under Lot 1 Cloud Hosting)  210962005631354-service-definition-document-2018-05-23-1529 - Specifically the Services being delivered by the Supplier to the Buyer and its Affiliate are from individual Statements of Work (SOW) at Schedule 1 of this Call-Off contract and SOW 1 describes the contracted for services. - Future services will be added as Variations to Schedule 1 under additional SOW.
3.3 Additional services:	There are no additional services.
3.4 Location:	Supplier Locations The Services will be delivered from Redcentric UK based REDACTED offices: REDACTED Buyer Locations On premise data centres at:

	○ REDACTED • Buyer office: REDACTED • Buyer office: REDACTED
3.5 Quality standards:	The quality standards required for this Call-Off Contract are described within Table 1.1 of the services schedule referenced in section 3.2 above G-Cloud 10 services required.
3.6 Technical standards:	The technical standards required for this Call-Off Contract are described within the Table 1.1 of the services schedule referenced in section 3.2 above G-Cloud 10 services required.
3.7 Service level agreement:	The service levels are described at Schedule 1 of this Call-Off contract.
3.8 Onboarding:	The onboarding plan for this Call-Off Contract is to be embedded in section 2 of Schedule 1 of this Call-Off Contract.
3.9 Offboarding:	The offboarding plan for this Call-Off Contract is to be embedded in section 7 of Schedule 1 of this Call-Off and shall be reviewed, agreed and base lined by both Parties within Sixty (60) Working days from the Commencement of the Term, quarterly after that and within ten (10) Working Days from the date of the Buyers written notice for termination to the Supplier, or if there is a material change to this Call-Off Contract whichever is the earliest. In the event of notice of termination or expiry of the Call-Off Contract, Supplier Offboarding activities shall not be subject to any additional Supplier Charges and the Supplier shall cease the Call-Off Contract charges described at Schedule 2 “Call-Off Contract charges” at the point that the Supplier Offboarding activities are completed or on the date stated in the Buyers’ written notice. Additionally, in relation to off-boarding, the following will be required but not be limited to: a. All artefacts/data relating to scope Services (Schedule 1) will be handed over to Buyer at the time of off-boarding without any cost implications IPR or any IPR restriction. b. Deletion of Buyer data c. Knowledge transfer to Buyer or replacement supplier. The offboarding plan is embedded in section 7 of Schedule 1 of this Call-Off.

	The Parties acknowledge that Supplier Offboarding activities shall take a minimum of ninety (90) days to complete and that this period of time shall be incremental to the thirty (30) days' notice period described in section 2.2 above.
3.10 Collaboration agreement:	Not used for the purpose of this Call-Off Contract.
3.11 Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed £1,000,000. The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract.
3.12 Insurance:	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
3.13 Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than Fifteen (15) consecutive calendar days.
3.14 Audit:	The following Framework agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. 1. Audit and Access, rights to which are retained for twelve (12) months after the expiry of the Call-Off Term or following Termination. a) Buyer Audits for the purpose of this Call-Off Contract. Upon request, within forty-five (45) Working Days' notice, Buyer's auditors and regulatory auditors may have access to the Supplier's support team and processes to audit the Buyer's dedicated environments and systems, and access to data, controls, and other matters pertinent to Buyer's business. Buyer may conduct one (1) audit free of charge per year if requested,

	for which the Supplier will provide the necessary audit support reasonably required without Charge. Follow-up investigations as a result of identifying any non-compliances from any of the aforementioned audits shall not be considered to be a new audit. Any additional audits requests beyond the agreed number of one (1) shall be chargeable by the Supplier and agreed with the Buyer via the variation procedure in Section 6.4.4 of this Call-Off Contract. b) Buyer's named auditors will be shared with the Supplier for their approval and if the Supplier considers acting reasonably that such auditor is a Competitor then the Buyer shall make alternative arrangements and will be agreed between the Supplier and the Buyer. c) Supplier Audits - The Supplier will share any Supplier initiated industry compliance auditor's certificates with the Buyer which are relevant to the Services provided under this Call-Off Contract at no charge, subject to any confidentiality obligations owed by the Supplier to third parties. 2. The Supplier's records and accounts will be kept until the latest of the following dates: • 7 years after the date of Ending or expiry of this Framework Agreement • 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End • another date agreed between the Parties. 3. During the timeframes highlighted in paragraph 2 above, the Supplier will maintain: • commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations • books of accounts for this Framework and all Call-Off Contracts • MI reports • access to its published accounts and trading entity information • proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement • records of its delivery performance under each Call-Off Contract, including that of its Subcontractors. 4. Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to: • provide audit information without delay
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	• provide all audit information within scope and give auditors access to Supplier Staff. 5. The Supplier will allow the representatives of CCS, Buyers receiving Services, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, and account information referred to in paragraph 3 above (including at the Supplier's premises) as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to verify and review: • the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement) • any books of accounts kept by the Supplier in connection with the provision of the GCloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only • the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier • any other aspect of the delivery of the Services including to review compliance with any legislation • the accuracy and completeness of any MI delivered or required by the Framework Agreement • any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records • the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date. 6. Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.						
3.15 Buyer's responsibilities:	The Buyer is responsible for: <table><tr><th>Item</th><th>Area</th><th>Description</th></tr><tr><td>1.</td><td>Schedule 1 – Services, Table 1, Core Services</td><td>Buyer will be responsible for all activities described in the column in the table, entitled "Buyer Specific Service Related Responsibilities".</td></tr></table>	Item	Area	Description	1.	Schedule 1 – Services, Table 1, Core Services	Buyer will be responsible for all activities described in the column in the table, entitled "Buyer Specific Service Related Responsibilities".
Item	Area	Description					
1.	Schedule 1 – Services, Table 1, Core Services	Buyer will be responsible for all activities described in the column in the table, entitled "Buyer Specific Service Related Responsibilities".					
3.16 Buyer's equipment:	The Buyer will provide such equipment as required for the Supplier to deliver the services.						

Supplier's information / section 4

4.1 Subcontractors or partners:	The Supplier is not utilising any Subcontractors or delivery Partners in the provision of the services in the Call-Off Contract.
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Call-Off Contract charges and payment / section 5

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

5.1 Payment method:	The payment method for this Call-Off Contract is via BACS. Supplier charges will be paid monthly in arrears in accordance with the reconciliation process at section 5.2 below.
5.2 Payment profile:	The payment profile for this Call-Off Contract is as agreed in the table at paragraph 1.1 of Schedule 2 - Call-Off Contract charges. In order to reconcile charging, during the agreed 10 Working Day 'billing window' following the end of each SMP; the Supplier will send the invoice and associated management information documentation to the Buyers Invoice Assurance Team's Central in-box below that clearly identifies the individual Charges to be billed in the SMP for the delivered G-Cloud Service. Billing windows will commence on the first (1st) Monday after the end of every SMP for a period of ten (10) Working Days thereafter. EMAIL ADDRESS REDACTED IN FULL At the same time the Supplier will send a duplicate paper invoice to SSCL Accounts Payable Team clearly indicating Charges that do/do not attract VAT. All prices exclude VAT and expenses (where applicable).
5.3 Invoice details:	The Supplier will issue paper invoices monthly in arrears, clearly indicating costs that do / do not attract VAT. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
5.4 Who and where to send invoices to:	1. Invoices shall be e-mailed to EMAIL ADDRESS REDACTED IN FULL and posted to: DWP ADDRESS REDACTED 2. PDF versions of invoices should ALSO be emailed to the shared inbox: EMAIL ADDRESS REDACTED IN FULL
5.5	The Invoice format will follow the standard Supplier invoice format inclusive of the Purchase Order number mirroring the necessary

Invoice information required	associated management documentation agreed between the Buyer and Supplier. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of this Call-Off Contract.
5.6 Invoice frequency:	Invoice will be sent to the Buyer monthly in arrears.
5.7 Call-Off Contract value:	The total value of this Call-Off Contract is set out in the Call-Off Contract value section in Part A of this Call-Off Contract.
5.8 Call-Off Contract charges:	The breakdown of the Charges is in the table at paragraph 1.1, Part A, Schedule 2 - Call-Off Contract charges.

Additional buyer terms / section 6

6.1 Performance of the service and deliverables:	As described in Schedule 1.
6.2 Guarantee:	Not applicable
6.3 Warranties, representations:	The Supplier provides the warranties and representations set out in Framework Agreement Clause 4.1.
6.4 Supplemental requirements in addition to the Call-Off terms:	1. The Supplier shall comply with Security Check or Security Clearance (SC) for all members with Baseline Personnel Security Standard / Government Staff Vetting Procedures as a minimum in respect of all persons who are employed or engaged by the Supplier in provision of services under this Call-Off Contract. This is not a security check as such but a package of checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. A guide for Suppliers has been prepared and attached below. Where BPSS). Supplier staff members will either be accompanied by an SC cleared team member or the SC cleared team member will lead BPSS staff who are awaiting full clearance. Clearance levels will be agreed for each member of the team.  BPSS document.pdf 2. For the purpose of this Call-Off Contract; only the named Buyer's representatives in the below document can make changes via the variation procedure at clause 32 (Variation Process). In the event that either Party is unable to agree to a proposed Variation, the Parties agree that such a dispute shall be managed in accordance

	with the provisions of clauses 8.68 to 8.82 (Managing disputes) from the Framework agreement. REDACTED 3. The Buyer may issue a revised version of the authorised Buyer representatives to the Supplier at any time during the term of the Call-Off Contract that supersedes any previously issued versions. 4. TUPE - Application of TUPE on the Start date and termination – for the purposes of this Call-Off Contract both Parties have agreed this Call-Off Contract on the basis that TUPE should not apply. The Supplier shall indemnify the Buyer from the Start date of this Call-Off Contract for any loss as a result of any claims arising from non-transferring staff. 5. Permission in writing must be sought prior to using the Buyer's name in any publicity.
6.5 Alternative clauses:	No Alternative Clauses from Schedule 4 shall apply to the Call-Off Contract.
6.6 Buyer specific amendments to/refinements of the Call-Off Contract terms:	Not used for the purpose of this Call-Off Contract.
6.7 Public Services Network (PSN):	Delivery of PSN Compliant Services (Clause 14.3-14.5 of the Call-Off Contract) If requested to do so by the Buyer and mutually agreed between the Parties if applicable, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice.
6.8 Personal Data and Data Subjects:	Will Schedule 7 – Processing, Personal Data and Data Subjects be used Y/ N

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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

1. The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.10.
2. The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:	Public Sector Director	Category Manager
Signature:		
Date:		

Schedule 1 - Services

Statement of Work 1 (SOW 1)

1. Services Glossary

In this Call-Off Contract the following expressions mean:

Incident Resolution	Incident resolution is when the Buyer Service Desk Portal assigns a Pending Closed, Deemed Closed or Closed status to an Incident when the Incident is either resolved or an acceptable workaround has been implemented, with a planned permanent fix to follow.
Incident Response	Incident response is where the Supplier contacts the Buyer person who reported the Incident to the Buyer Service Desk Portal and updates the Incident record.
Incident	Means a problem, issue or query, interruption or reduction in quality or productivity with regard to the Services.
Payment Profile	Charges as set out the table at paragraph 1.1, Part A, Schedule 2 - Call-Off Contract charges of the Call-Off Contract.
Buyer Service Desk Portal	This is the Buyer's portal tool for recording Incidents, service requests, project requests and is capable of monitoring service levels. The Supplier is given access to this portal.
Target Resolution Time	The target resolution time ("the Target Resolution Time") is defined as the time between when a member of the SRE Team resolver group accepts an Incident in the Buyer Service Desk Portal, and the time the Incident has been resolved or an acceptable workaround has been implemented, with a planned permanent fix to follow. An Incident is considered resolved when the root cause of the Incident has been confirmed, a fix (or appropriate temporary workaround) has been identified and implemented. Once normal service has been restored the Incident status in the Buyer Service Desk Portal will be updated to reflect the same (typically 'Resolved' or similar). Should the resolver group require input in the form of additional information, effort or otherwise from the business or other third party, the SLA "clock" will be paused until the required input has been provided, upon which time the "clock" will restart.
Target Response Time	The target response time ("Target Response Time") is defined as the time between when an Incident is assigned to the relevant site SRE Team resolver group in the Buyer Service Desk Portal, and the time a SRE Engineer in that resolver group accepts the Incident. In effect, the target response time "clock" will start when a new Incident is raised in the Buyer Service Desk Portal and stop when the Incident has been picked up by the Supplier. Acceptance of an Incident by an SRE is evidenced by the status of the Incident being moved to the next stage (typically 'In Progress' or equivalent). It is assumed Incidents will be captured in the Buyer Service Desk Portal by the Buyer Service Desk and that the SRE resolver group will be alerted each time a new Incident is raised in the Buyer Service Desk Portal. In the event of a P1 or P2 Incident, the Buyer will also contact the Buyer Service Desk Portal by phone as well as logging the Incident on the Buyer Service Desk Portal. Notification of all out of hours Incidents, other than those Incidents raised by infrastructure alerting, will be logged by telephone to the on-call service in the first instance and then

	the on-call manager and then logged in the Buyer Service Desk Portal.
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.

2. Onboarding Services

2.1 There is no requirement for specified Supplier Onboarding Services for this Call-Off Contract.

3. Core Services

3.1 The following table outlines the core services to be provided in accordance with the Payment Profile.

Table 1 – Core Services

REDACTED IN FULL

3.2 The Parties agree that, following completion of the Buyer's migration into the Buyer's on premise data centres located at the "Buyer Locations", should the Core Services or the RACI accountabilities in Table 1 – Core Services above require amendment to reflect the Services the Supplier was providing through the Service "Redcentric Live Service Support (months 1-24)" in the GCloud Call-Off Contract "DWP IOS D&A – Redcentric 2 _G-Cloud8_IaaS (service ID) 180285497827199":

3.2.1 for those elements of Services that do not relate to the infrastructure in the Buyer's on premise hosting data centre the Supplier will provide such Services through this Call-Off Contract and the Parties shall agree amendments to Table 1 – Core Services to add such services to the Services with no change to the overall profile of the Charges at the table at paragraph 1.1 in Schedule 2 - Call-Off Contract charges below; and

3.2.2. for those elements of services the Supplier is capable of providing under the Services through this Call-Off Contract, then the Parties shall use their respective reasonable endeavours to agree amendments to Table 1 – Core Services with no change to the overall profile of the Charges at the table at paragraph 1.1 in Schedule 2 - Call-Off Contract charges below.

3.3 In delivery of the services in Table 1 – Core Services above, the Supplier shall manage and monitor the hardware infrastructure listed in the document "Hardware Scope v1" embedded below.

ATTACHMENT REDACTED IN FULL

3.4 The Supplier shall deliver Service 12 in Table 1 – Core Services above, for the devices listed in the document "DWP – D&A – Servers Supported up to OS v1.1" embedded below.

Table 1.1 – Buyer Technical and Quality Standards

#	Buyer Standard Name	Description	Buyer Reference
Technical and Quality Standards			
1.	REDACTED		
2.	REDACTED		
3.	REDACTED		
4.	REDACTED		
5.	REDACTED		
6.	REDACTED		

4. On Demand/Discretionary - Professional Services

4.1 From time to time the Buyer may order additional professional services in connection with the execution of the Services in this Call-Off Contract. For the purpose of this Call-Off Contract, the Supplier shall only accept requests for such professional services from a Buyers' email address, which has the format **EMAIL ADDRESS REDACTED IN FULL**, that are received into an email address nominated by the Supplier and where the Buyer's email requesting the additional Services includes a detailed set of requirements written by the Buyer and such Supplier acceptance shall not be unreasonably withheld.

4.2 Such additional professional services shall be deemed to have been added into the scope of this Call-Off Contract through the signature by both parties of a Contract Authorization Notification (CAN).

5. Service Hours and Service Levels

5.1 The hours of service described in Table 2 below shall apply:

Table 2 – Service Hours

Service Element	Service Hours
- All Core Services (including priority 1-4 incident response, resolution and service requests) - On-demand discretionary professional services (subject to an agreed Variation)	Standard Hours (DWP Core) - Monday – Friday 08:00 – 20:00 - Saturday – 09:00-13:00 Until Dec 2018 - Saturday – 09:00-17:00 From Dec 2018

Service Element	Service Hours
• P1 and P2 incident response and resolution • Service Request (scheduled releases and deployments) • Service Management • On Demand discretionary project delivery (subject to an agreed Variation)	Out of Hours • Monday-Friday 20:01-07:59 • Saturday - 13:01-08:59 Sunday Until Dec 2018 • Saturday 13:01-08:59 Sunday From Dec 2018 • Sunday and Bank Holidays*

*New Year's Day, Good Friday, Easter Monday, May bank holiday, Spring bank holiday, Summer bank holiday, Christmas Day and Boxing Day

5.2 Buyer will have an assigned service delivery manager who will be responsible for managing the contract, reporting, attending service reviews and also providing a continued service improvement plan that ensures that the service evolves and improves throughout the life e.g. refining processes.

5.3 The Supplier will provide the required Service Availability Level for the Services:

Table 3 – Service Availability Level

TABLE REDACTED IN FULL

5.4 The availability measurement shall be calculated in accordance with this paragraph 5.4:

REDACTED IN FULL

6 Severity Definitions, Service Targets and Credits

6.1 Incident priority levels, incident classification and business impact are described in Table 4 below.

Table 4 – Incident and Service Request Priority Level Definitions

TABLE REDACTED IN FULL

6.2 Incident response and target resolution times for standard hours are described in Table 5 below.

Table 5 – Incident Response and Target Resolution Time – Standard Hours

TABLE REDACTED IN FULL

6.3 Incident response and target resolution times for out of hours are described in Table 6 below.

Table 6 – Incident Response and Target Resolution Time – Out of Hours

TABLE REDACTED IN FULL

Incident Target Response Time

6.4 The Supplier will ensure that an Incident is always logged on the Buyer Service Desk Portal.

REDACTED IN FULL

Incident Target Resolution Time

6.13 The Supplier will ensure that an Incident is always logged on the Buyer Service Desk Portal.

REDACTED IN FULL

Service Management

6.22 Committees and meetings referred to Table 7 below are to be defined as part of on-going governance. The cut off times stated in the table below are indicative and will be agreed between the Parties as part of the operational governance procedure definition.

Table 7 – Service Management

TABLE REDACTED IN FULL

Service Credits

Table 8 – Service Credits Payable

TABLE REDACTED IN FULL

7. Offboarding Services

7.1 The Buyer will acquire all service artefacts and associated knowledge transfer in the event of termination or expiry of this Call-Off Contract.

7.2 The Supplier shall provide knowledge transfer and release all service artefacts / documentation to the Buyer or its replacement supplier.

7.3 All developed IP specific to the Buyer services, shall belong to the Buyer and its transfer shall not incur any further charges for Supplier separation, preparation and handover of such IPs to the Buyer.

7.4 A list of all related artefacts for the Services provided through this Call-Off Contract shall be agreed between the Buyer and the Supplier and that list shall be periodically reviewed to agree that the documentation represent a complete and current list of artefacts transferrable to the Buyer.

7.5 The Buyer shall ensure that all Supplier third-party contracts can be novated to the Buyer. The Supplier shall provide on demand a full list of third-party contracts, values and the relationship between the services delivered by those third-party providers and the Services under this Call-Off Contract. For the avoidance of doubt, the provisions of Part A – Order Form, Section 2.2 above shall apply to all Supplier third-party contracts.

7.6 The Supplier outcomes above shall be provided for in the Supplier Exit Plan as described in Part B - Terms and conditions, section 21 below.

Schedule 2 - Call-Off Contract charges

The detailed charging breakdown for the provision of the Services described in this Call-Off Contract at Schedule 1 – Services.

1. Core Services

1.1 The Supplier charges for Core Services described in Schedule 1 – Services.

TABLE REDACTED IN FULL

2. On Demand/Discretionary - Professional Services

2.1 The Supplier rate-card for On Demand/Discretionary - Professional Services described in Schedule 1 – Services.

TABLE REDACTED IN FULL

3. Expenses and Subsistence

3.1 Supplier expenses and subsistence, if applicable will be charged at actual cost, will not exceed Buyer subsistence rates (as detailed in the attached expense policy) and will be submitted according the invoicing process agreed between the Supplier and the Buyer.

3.2 Expenses and subsistence will not be paid for any Supplier accommodation, travel or subsistence to designated Buyer Service Locations.

3.3 However, if the Buyer requests travel to other locations, the Supplier will be able claim expense. Any such expenses must have the Buyer's prior agreement and electronic e-mail consent from the Buyer.

DOCUMENT REDACTED IN FULL

3.4 Indexation shall not apply to any of the Charges through this Call-Off Contract.

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 24 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, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 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 extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.2 to 5.3 (Force majeure)
- 5.6 (Continuing rights)
- 5.7 to 5.9 (Change of control)
- 5.10 (Fraud)
- 5.11 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)

- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- 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 Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 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:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- 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 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:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - have raised all due diligence questions before signing the Call-Off Contract
 - have entered into the Call-Off Contract relying on its 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 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:

- 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
- the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 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
- 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:

- a broker's verification of insurance
- receipts for the insurance premium
- 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:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 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 the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83 to 8.91. 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 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown 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:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 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:

- modify the relevant part of the Services without reducing its functionality or performance
- 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
- buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, 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:

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

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 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

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

- 13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.3 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 policy and all Buyer requirements in the Order Form.
- 13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
 - 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, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 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.

- 13.8 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.
- 13.9 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 available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

- 16.2 The Supplier will use 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:
- 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
 - 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 CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer 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, available at <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:
- an executed Guarantee in the form at Schedule 5
 - 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:

- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- Call-Off Contract Charges paid during the notice period is reasonable compensation and covers 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:

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

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- 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
- an Insolvency Event of the other Party happens
- 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:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - 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); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
 - 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:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
 - 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
 - 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
 - work with the Buyer on any ongoing work
 - 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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by PDF to the correct email address without getting an 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 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 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 extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit
- 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:

- 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
- 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
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- 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:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

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

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for

replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

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:

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer

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

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
 - age

- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- 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 co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

- its failure to comply with the provisions of this clause
- 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:

- work proactively and in good faith with each of the Buyer's contractors
- co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only Processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional Processing if permitted by Law).

33.2 The Supplier will assist the Buyer with the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation before commencing any Processing

(including provision of detailed information and assessments in relation to Processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.

- 33.3 The Supplier must have in place Protective Measures, details of which shall be provided to the Buyer on request, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 33.4 The Supplier will ensure that the Supplier Staff only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier staff with access to Personal Data, including by ensuring they:
- i) are aware of and comply with the Supplier's obligations under this Clause;
 - ii) are subject to appropriate confidentiality undertakings with the Supplier
 - iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
 - iv) are given training in the use, protection and handling of Personal Data.
- 33.5 The Supplier will not transfer Personal Data outside of the European Union unless the prior written consent of the Buyer has been obtained, which shall be dependent on such a transfer satisfying relevant Data Protection Legislation requirements.
- 33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.
- 33.7 The Supplier will notify the Buyer without undue delay if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by the Buyer
- 33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i) the Buyer determines that the Processing is not occasional;
 - ii) the Buyer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - iii) the Buyer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

33.9 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier must:

- i. notify the Buyer in writing of the proposed Sub-processor(s) and obtain its written consent;
- ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause 33 such that they apply to the Sub-processor(s); and
- iii. inform the Buyer of any additions to, or replacements of the notified Sub-processors and the Buyer shall either i) provide its written consent or ii) object.

33.10 The Buyer may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 4 - Alternative clauses

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 5 - Guarantee

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Affiliate	In relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time.
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Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) 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 Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: ● 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 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.
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: ● 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 Data Protection Legislation.
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	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing by the Processor under this Call-Off Contract on the protection of Personal Data.
Data Protection Legislation	Data Protection Legislation means: i) the GDPR, the LED and any applicable national implementing Laws 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, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Takes the meaning given in the Data Protection Legislation.
Default	Default is any: ● 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 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.
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
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 outcome screen of the ESI tool.

Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● 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 The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	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).
Framework Agreement	The clauses of framework agreement RM1557.10 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or

	codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) 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.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government guidance and the Crown Commercial Service guidance, current UK Government guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in

	inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR Claim	A 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 CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.

Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the Data Protection Legislation.
Personal Data Breach	Takes the meaning given in the Data Protection Legislation.

Processing	Takes the meaning given in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it will include both manual and automatic Processing. 'Process' and 'processed' will be interpreted accordingly.
Processor	Takes the meaning given in the Data Protection Legislation.
Prohibited Act	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: ● 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: ○ 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: pseudonymising 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).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
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-controls-check-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 Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7 - Processing, Personal Data and Data Subjects

Description	Detail
Subject matter of the processing:	REDACTED
Duration of the processing:	REDACTED
Nature and purposes of the processing:	REDACTED
Type of Personal Data:	REDACTED
Categories of Data Subject:	REDACTED
Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:	REDACTED