



G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	724410722957684
Call-Off Contract reference	CQC I&D 077
Call-Off Contract title	Managed Hosted Infrastructure Services
Call-Off Contract description	Managed hosted CRM infrastructure services
Start date	1 st November 2023
Expiry date	31 st October 2024
Call-Off Contract value	£797,736.00 (£957,283.20 Incl VAT)
Charging method	Monthly in arrears
Purchase order number	TBA

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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

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

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

From the Buyer	Name: Care Quality Commission Buyer's phone: 03000 616161 Buyer's main address: Floor 4, City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA
To the Supplier	Computacenter (UK) Limited Supplier's address: Hatfield Avenue, Hatfield, Hertfordshire, United Kingdom, AL10 9TW Company number: 01584718
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Head of Commercial

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Client Director

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1 st November 2023 and is valid for 12 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a minimum of 180 days from the date of written notice, no earlier than 1st December 2023 for Ending without cause (as per clause 18.1).</p>
Extension period	There is no option to extend this contract beyond the Expiry Date

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none">● Lot 3: Cloud support
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>G-Cloud cloud hosting Suppliers will provide Services in at least one of these categories:</p> <ul style="list-style-type: none">• planning• setup and migration• security services• quality assurance and performance testing• training• ongoing support

Additional Services	The Authority may request additional activities to be performed relevant/ancillary to the scope of the Services. Such activities will be subject to additional charges in accordance with Schedule 2 (Call-off Contract Charges). The scope of such additional activities and any associated additional charges shall be agreed between the Parties prior to the additional services commencing.
Location	The Services will be delivered to the Care Quality Commission premises as outlined in Annex 1 of Schedule 1
Quality Standards	The quality standards required for this Call-Off Contract are ISO 9001, ISO 20000, ISO 27001. The standards are intended to support the effective operation of the business and operational processes. The scope of the certification can be found on certificate license FS 14666
Technical Standards:	<p>The technical standards required for this Call-Off Contract are outlined in accordance with the technical requirements set out in Schedule 1 (Services), and the Contractor shall deliver the Services in line with the requirements. The Contractor service standards are based on the</p> <p>Information Technology Infrastructure Library (ITIL) which is a set of concepts and practices for managing Information Technology (IT) services, IT development and IT operations</p>
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are outlined in accordance with the Services set out in Annex 2 of Schedule 8.

Onboarding	Not used
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Offboarding	The offboarding plan for this Call-Off Contract is outlined in Schedule 10 Exit Management.
Collaboration agreement	Not used.

Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £ 3 million per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £2 million per year.</p>
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Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • 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 • Public Liability Insurance with a minimum limit of indemnity of £1,000,000 in aggregate
Buyer's responsibilities	<p>The Buyer is responsible for the obligations set out in Schedule 13 Buyer Responsibilities and Buyer Assets. The Buyer shall comply with all its obligations as set out in this Contract.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes (see Schedule 13)</p>


Supplier’s information

Subcontractors or partners	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
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Call-Off Contract charges and payment

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

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

Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice
Who and where to send invoices to	Invoices will be sent to: Care Quality Commission 
Invoice information required	The Supplier will ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied.
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £957,283.20 Including VAT calculated at the rate effective on the commencement date.
Call-Off Contract charges	The breakdown of the Charges are specified in Schedule 2.

Additional Buyer terms

Performance of the Service	The Supplier shall deliver the Services to meet the Service Requirements set out in Part B Schedule 1 and achieve the Service Levels set out in Schedule 8
Guarantee	Not used
Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that The Supplier will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice;</p> <p>The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services;</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form; and</p> <p>The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.</p>

Supplemental requirements in addition to the Call-Off terms

The Supplier's terms and conditions as submitted in its G Cloud RM1557.13 tender response shall apply to this Call-Off Contract where the Call Off Terms do not cover the relevant issue. The Call Off terms shall prevail in the event of conflict.

Clauses 16.2 to 16.4 of the Call Off Terms (Security) shall not apply and the terms set out below shall apply:

16.2.1

"Supplier shall use reasonable efforts in accordance with Good Industry Practice by deploying industry standard virus checkers to ensure that no computer program virus, Trojan horse, time bomb, back door device, or other code that is harmful, destructive, disabling or which enables unauthorised access to, or use or modification of, any of Buyer's systems or associated data, or otherwise disrupts or impairs the normal operation of any of Buyer's systems ("Harmful Code") is contained in any materials developed by Supplier or its Subcontractors and which is utilised in the course of providing the Services."

16.2.2

"Supplier shall have on its systems and operate in accordance with Good Industry Practice industry-standard anti-virus software with up-to-date virus definitions."

16.3

"Buyer shall implement and ensure compliance with its own internal policies as they apply to virus protection."

16.4.1

"If any Harmful Code is found by Supplier to have been introduced into any of Buyer's systems, Supplier must report that fact to Buyer as soon as Supplier becomes aware of it and provide all information reasonably requested by Buyer and which it is capable of providing in re-

lation to the effect 16.4.2 “Supplier Buyer Code “Where remove as Buyer the Harmful “Buyer Code behalf of The shall Where in procures party software otherwise ceases to		<p>the Harmful Code, its manner of introduction and the Harmful Code has had or is likely to have.”</p> <p>shall provide all reasonable co-operation to and its third party suppliers in taking the necessary remedial action to eliminate Harmful introduced into Buyer’s systems. 16.4.3 reasonably requested by Buyer, Supplier shall the Harmful Code from all materials, software, deliverables and Buyer systems (or such of them may specify) and remedy any consequences of introduction, execution or proliferation of the Code. 16.4.4 shall bear the cost to Supplier of removing Harmful unless the Harmful Code was introduced by or on Supplier in breach of this Clause 16 (Security).</p> <p>following clause regarding third party software apply in precedence to any Call Off Term:</p> <p>the course of performing the Services, Supplier the grant to Buyer of a licence to use any third software, Buyer’s licence to use such third party shall be governed by the terms imposed by the applicable third party licensor and shall unless agreed terminated automatically where Buyer receive the related Services.</p>
	Alternative clauses	Not used

Buyer specific amendments to/refinements of the Call-Off Contract terms	Schedule 8 Service Levels Schedule 9 Governance Schedule 10 Exit Management Schedule 11 Dispute Resolution Schedule 12 Change Control Procedure Schedule 13 Buyer Responsibilities and buyer Assets Schedule 14 Security Schedule 15 Records Provision
Personal Data and Data Subjects	Annex 1 of Schedule 7 applies
Intellectual Property	[Note any Project Specific IPR that may arise and require assignment and otherwise note any other required amendments to standard IPR provisions]
Social Value	[Note social value requirements here]

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

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

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

Call-Off Contract Signatures

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

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

Authorised Signatory:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: Chief Executive

Date Signed: 1/11/23

SIGNED for and on behalf of **COMPUTACENTER (UK) LIMITED**

Authorised Signatory 1:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: UK Head of Legal

Date Signed: 1st November 2023

Authorised Signatory 2:

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: Service Director

Date Signed: 1st November 2023

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 12 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 Not used

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

2. Incorporation of terms

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

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

- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

- 4.1 The Supplier Staff must:

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

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

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

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

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

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

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

- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being

delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice

if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

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

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the

Buyer

10. Confidentiality

- 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

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

shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

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

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

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

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

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

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

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN

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

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

16. Security

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

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 180 days' written notice to the

Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

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

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

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

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

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

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

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

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

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

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

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

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

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

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

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

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

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

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

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

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

- | | |
|--------|---|
| 29.2.1 | the activities they perform |
| 29.2.2 | age |
| 29.2.3 | start date |
| 29.2.4 | place of work |
| 29.2.5 | notice period |
| 29.2.6 | redundancy payment entitlement |
| 29.2.7 | salary, benefits and pension entitlements |
| 29.2.8 | employment status |
| 29.2.9 | identity of employer |

documents	29.2.10	working arrangements
	29.2.11	outstanding liabilities
	29.2.12	sickness absence
	29.2.13	copies of all relevant employment contracts and related
	29.2.14	all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

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

29.5.1 its failure to comply with the provisions of this clause

29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

Schedule 1 - Services - Part A

1 Performance of the Services

1.1

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2 Standard of the Services

2.1

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3 Service Elements

3.1

- 1;

(b) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4 Operations Manual

4.1 [REDACTED]

5 [REDACTED]

5.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.3

5.4

5.5

6 Management of the Infrastructure

6.1

6.2

[REDACTED]

System Monitoring

6.3

[REDACTED]

■

[REDACTED]

■

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■

[REDACTED]

terminated.

Problem/Incident Management

6.7

[REDACTED]

■

[REDACTED]

■

[REDACTED]

7 Maintenance and Updates

7.1

7.2

7.3

7.4

7.5

Infrastructure Change Management and Release Management

7.6

7.7

7.8

7.9

7.10

7.11

7.12

7.13

8 Supplier Helpdesk and Incident Support

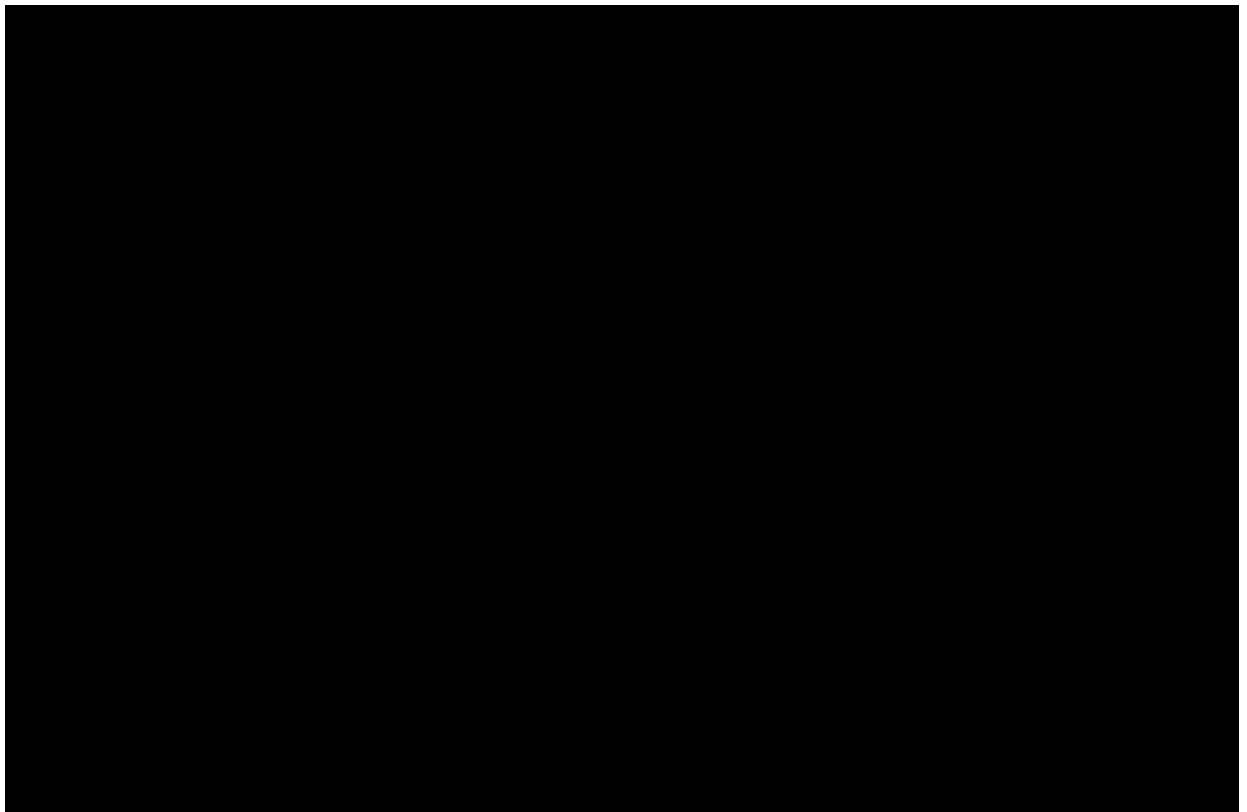
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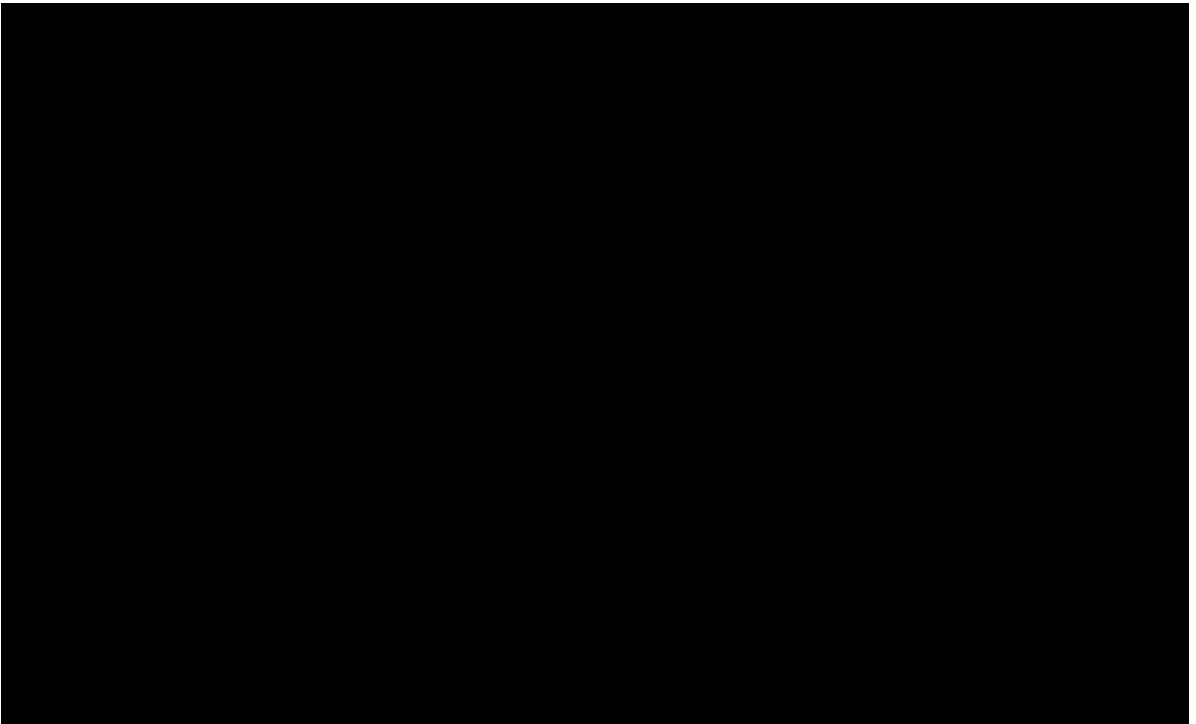


8.6



9 Backup

9.1



9.2

9.3

9.4

9.5

9.6

9.7

9.8

10 Service Management

10.1

10.2

10.3

10.4

10.5

11 Reporting

11.1

12 Access to Supplier Data Centres

12.1

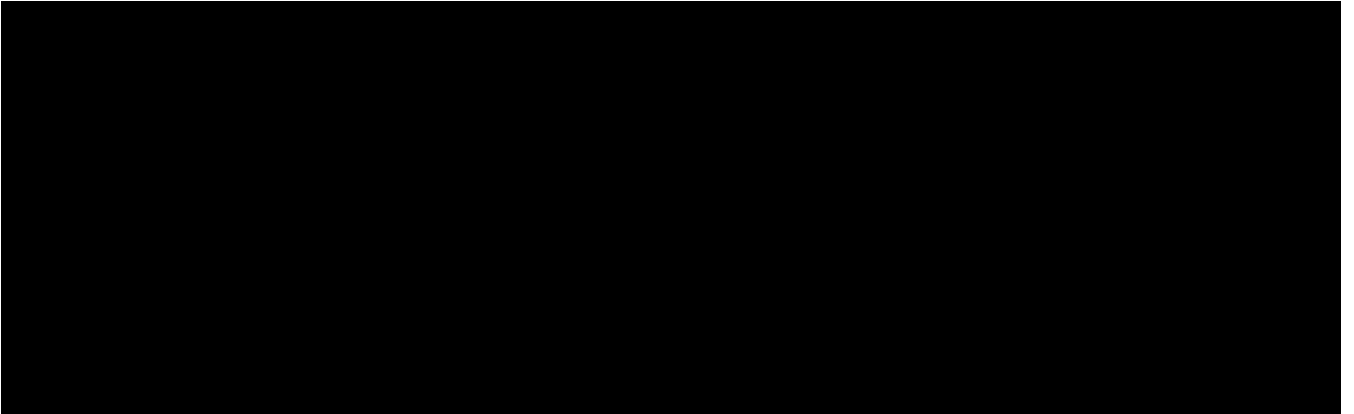
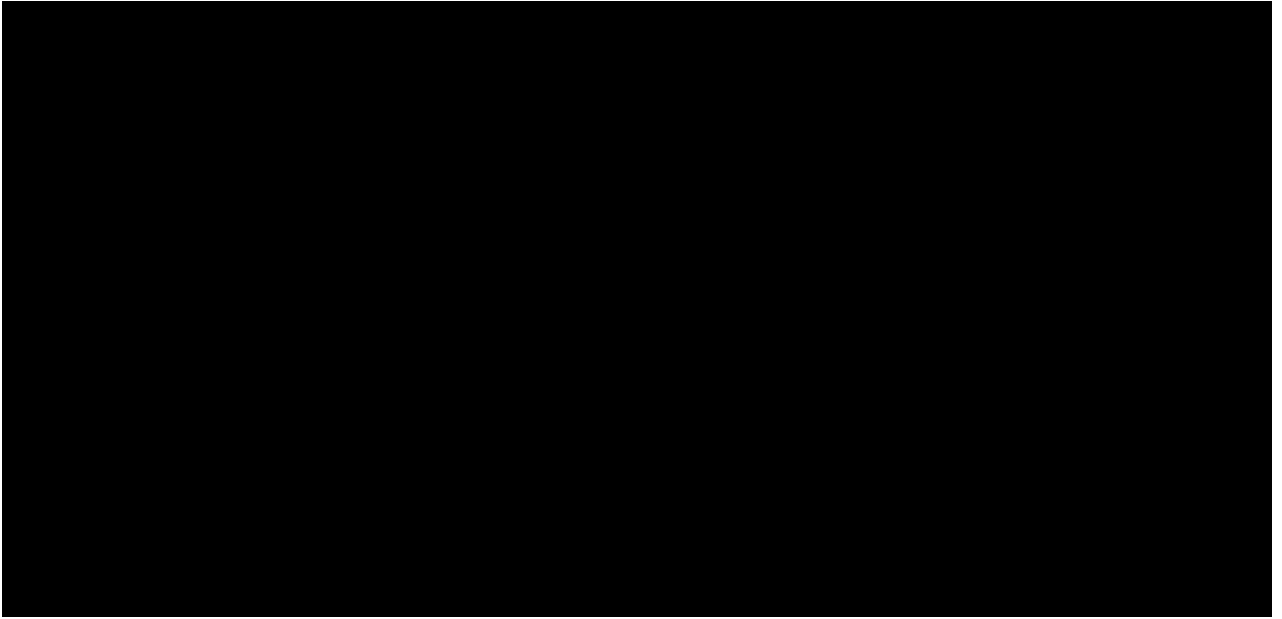
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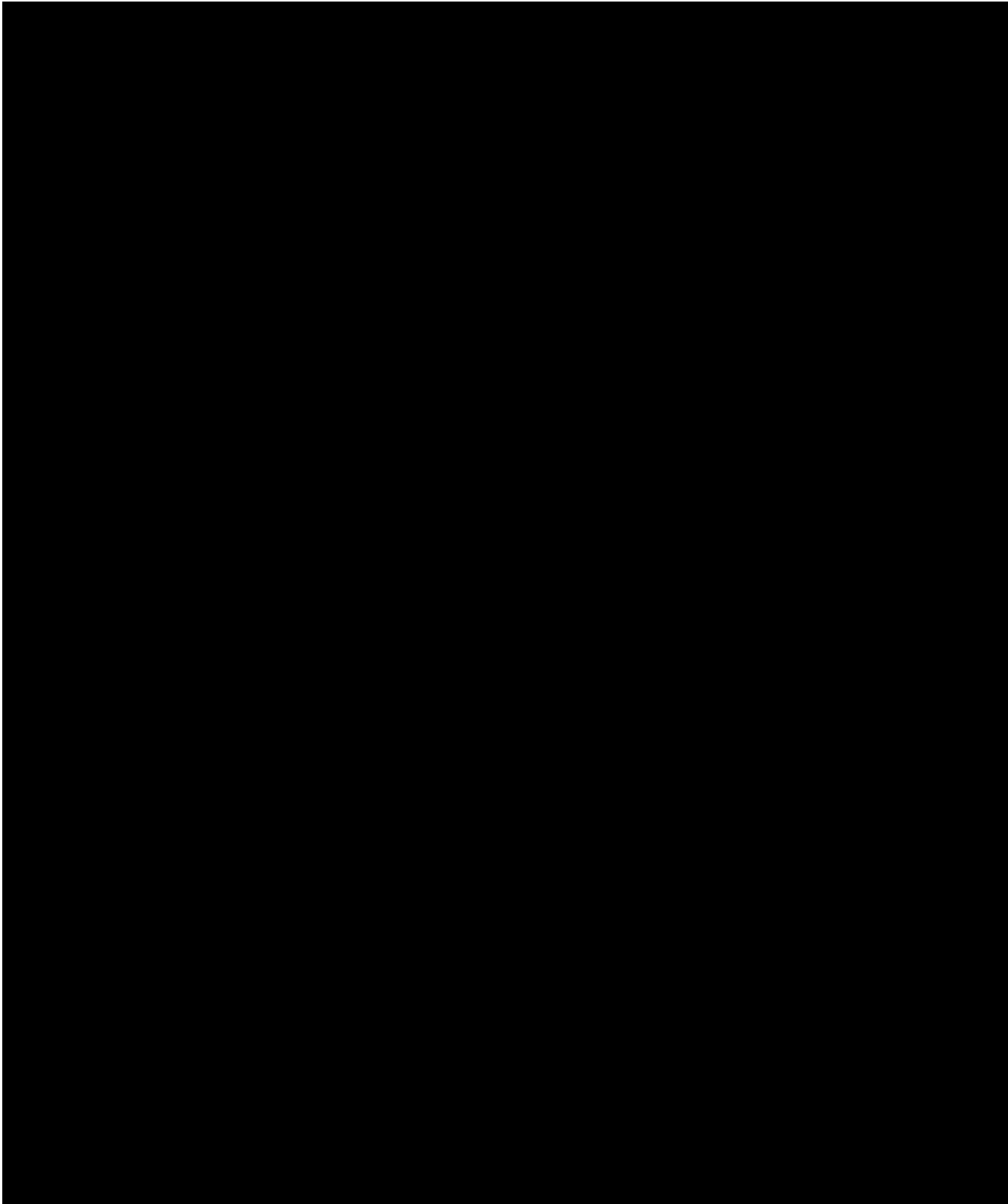
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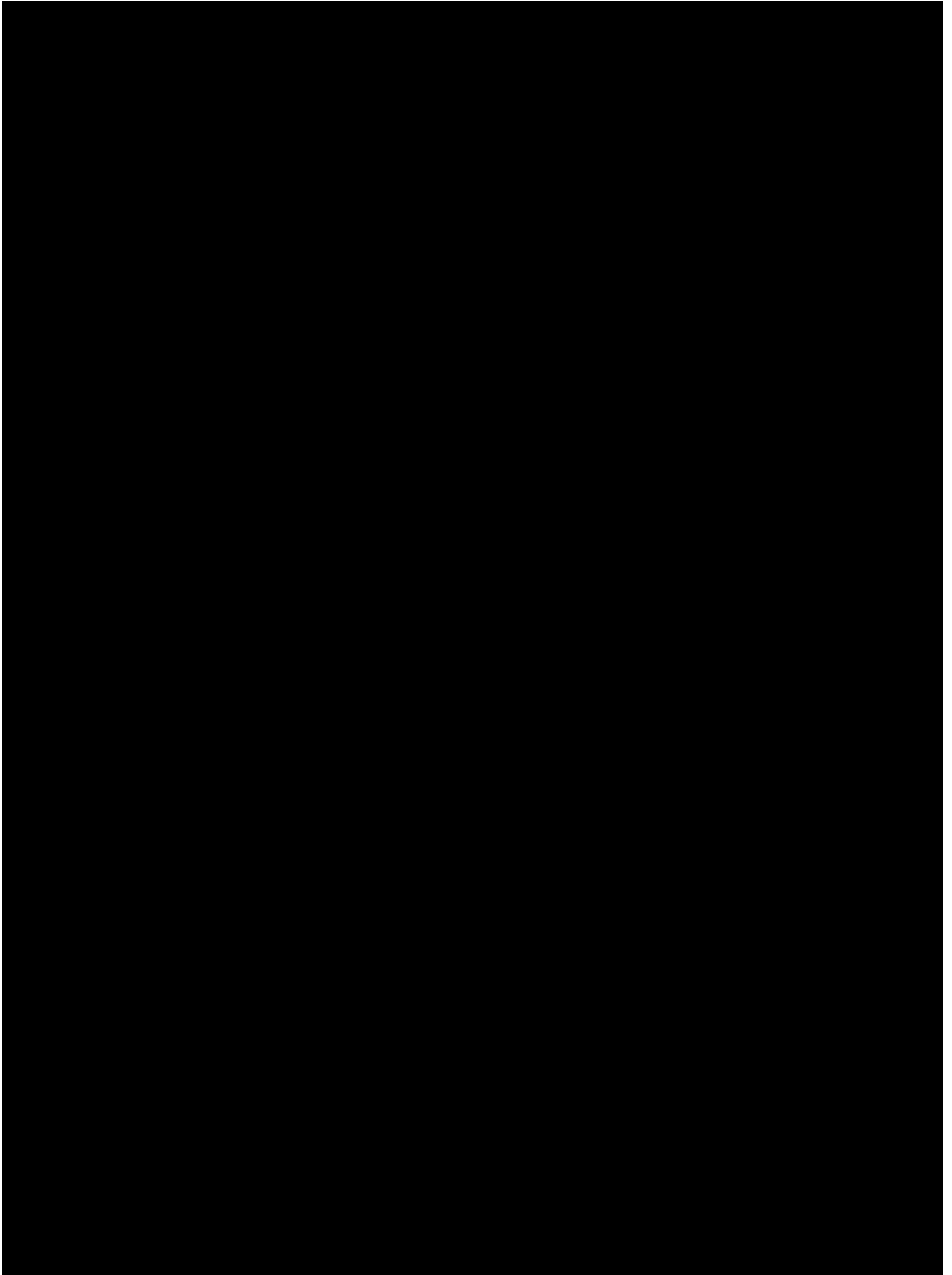
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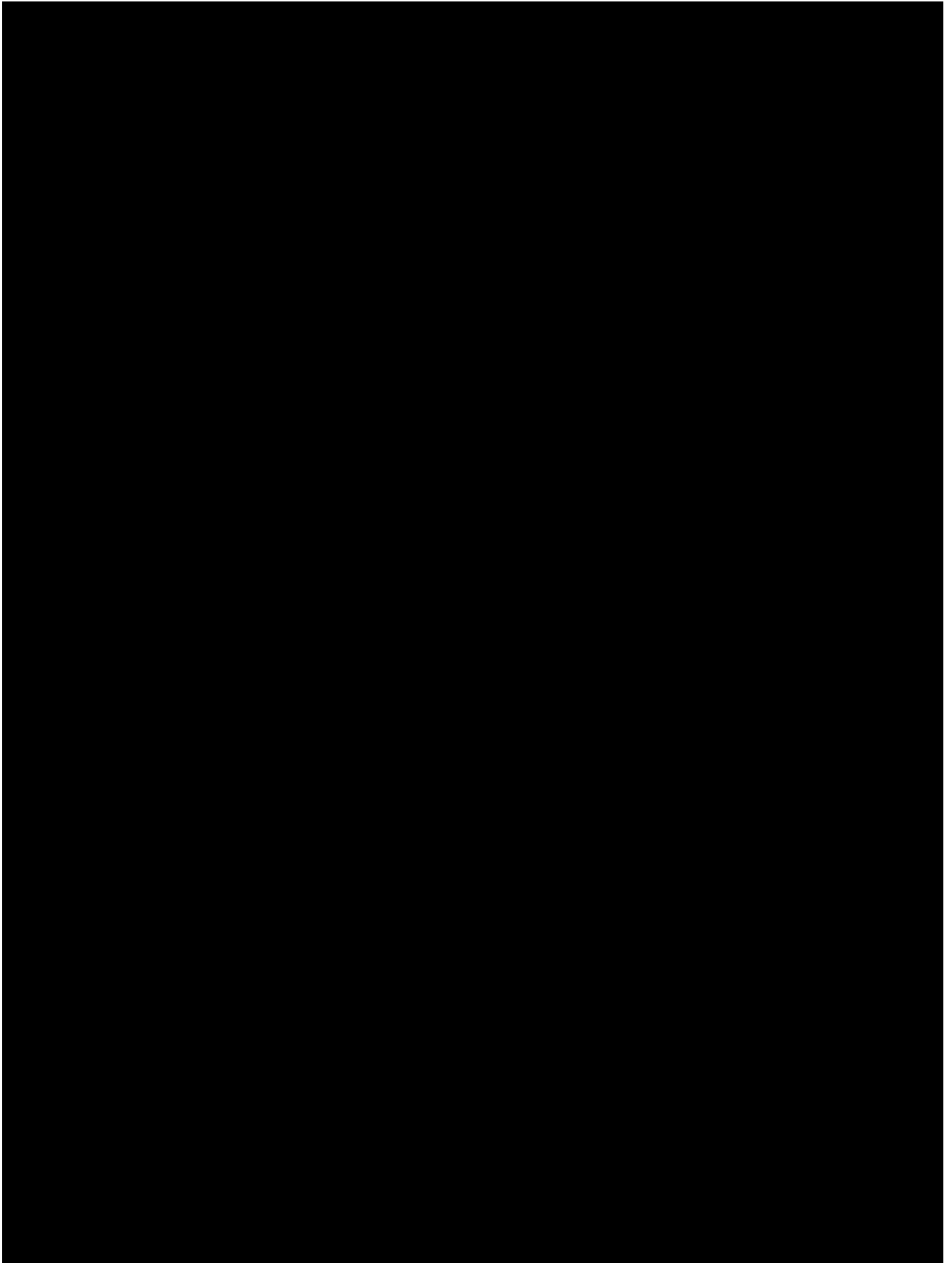
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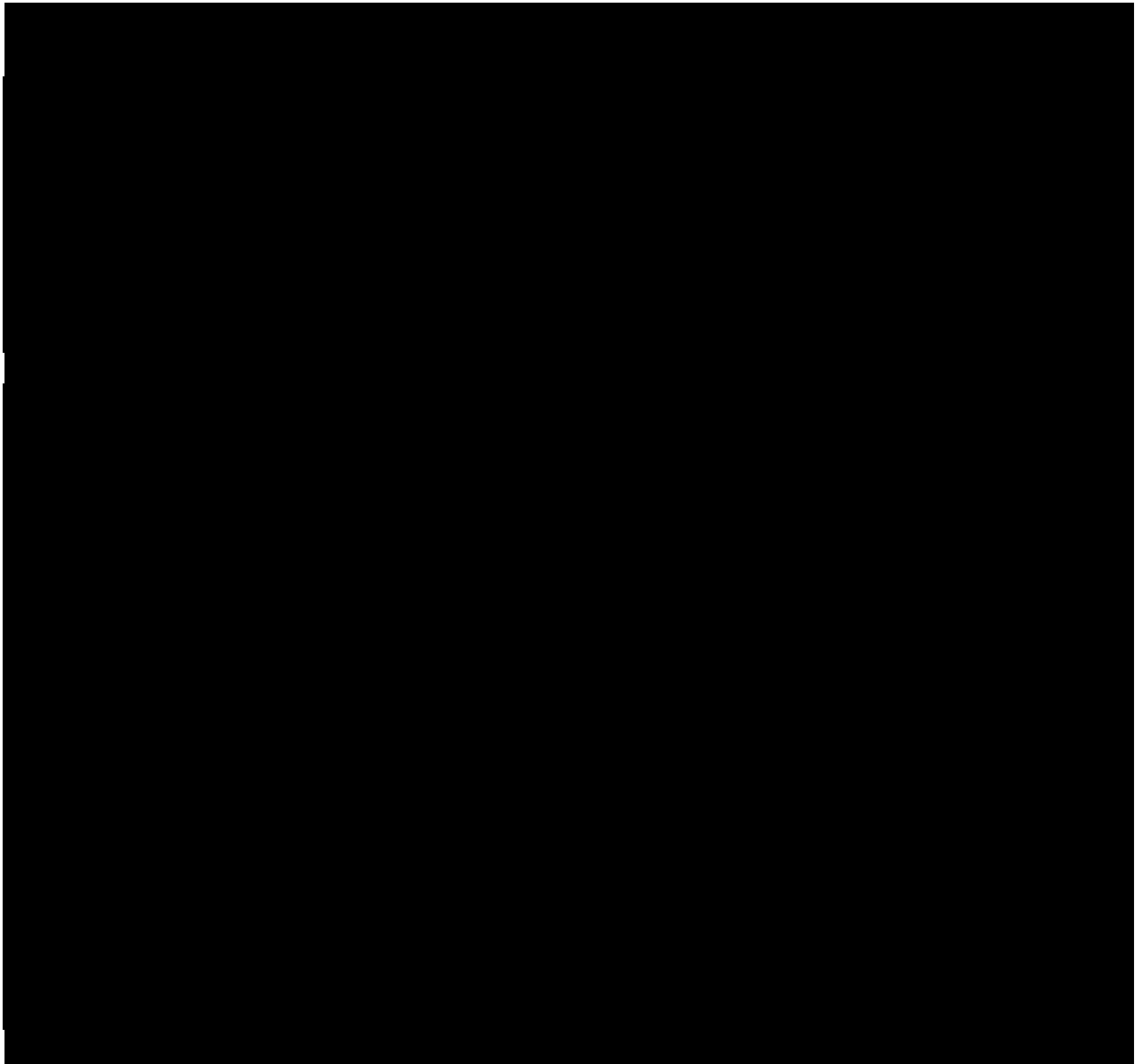


Schedule 1 - Services - Part B
RESPONSIBILITY MATRIX

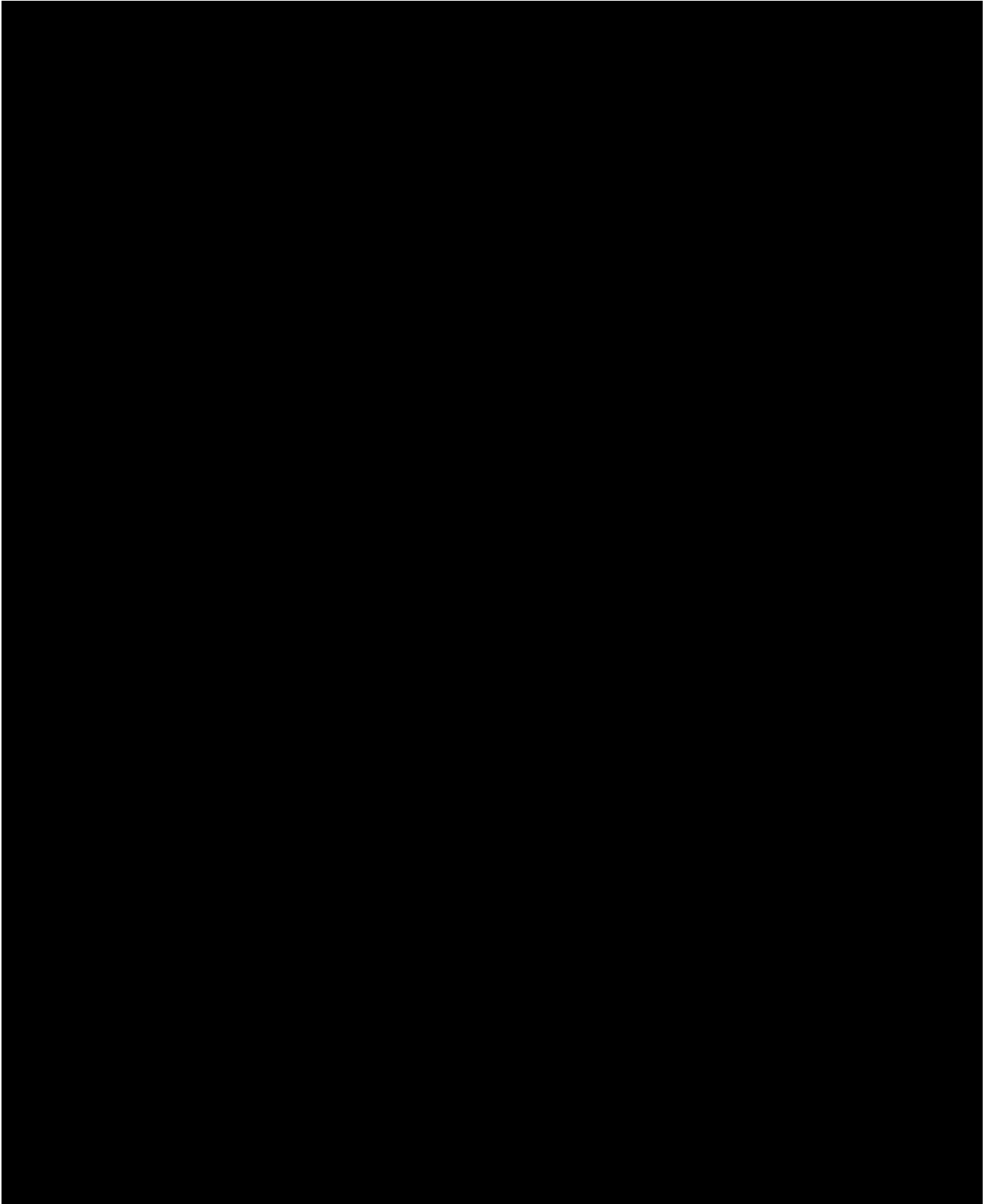


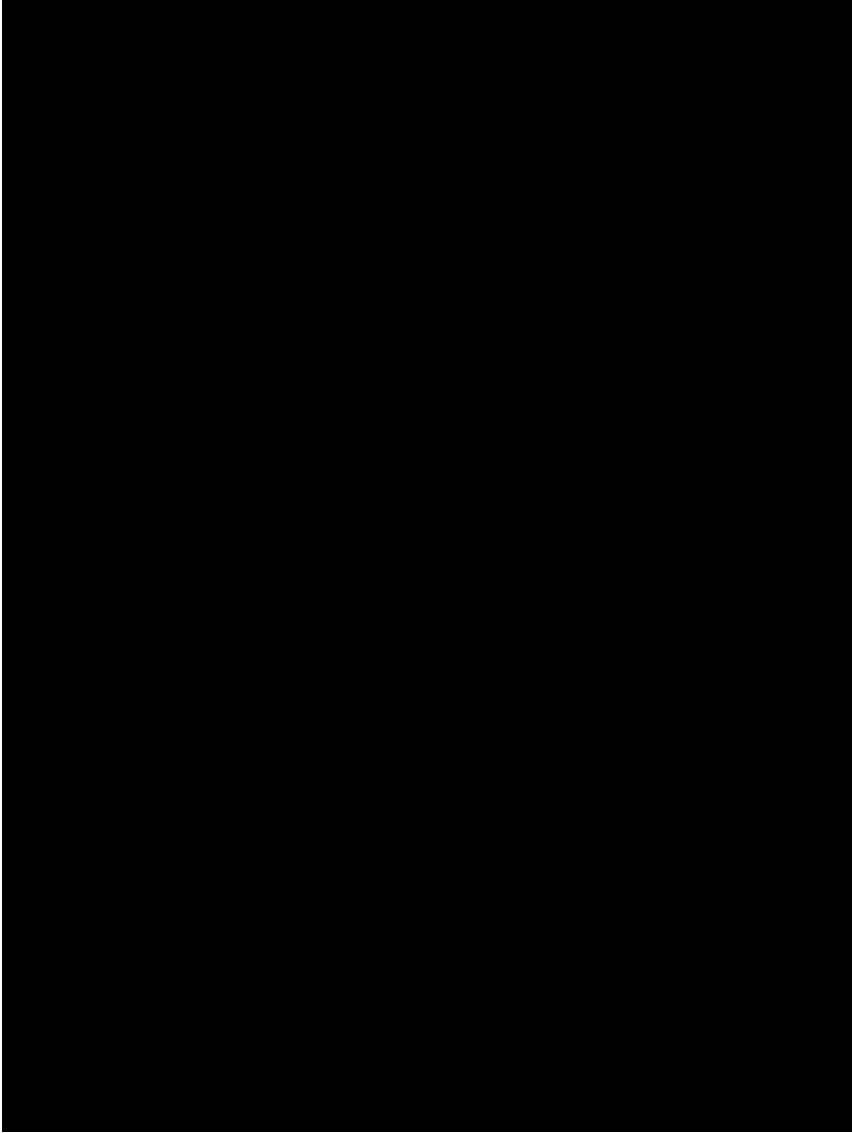






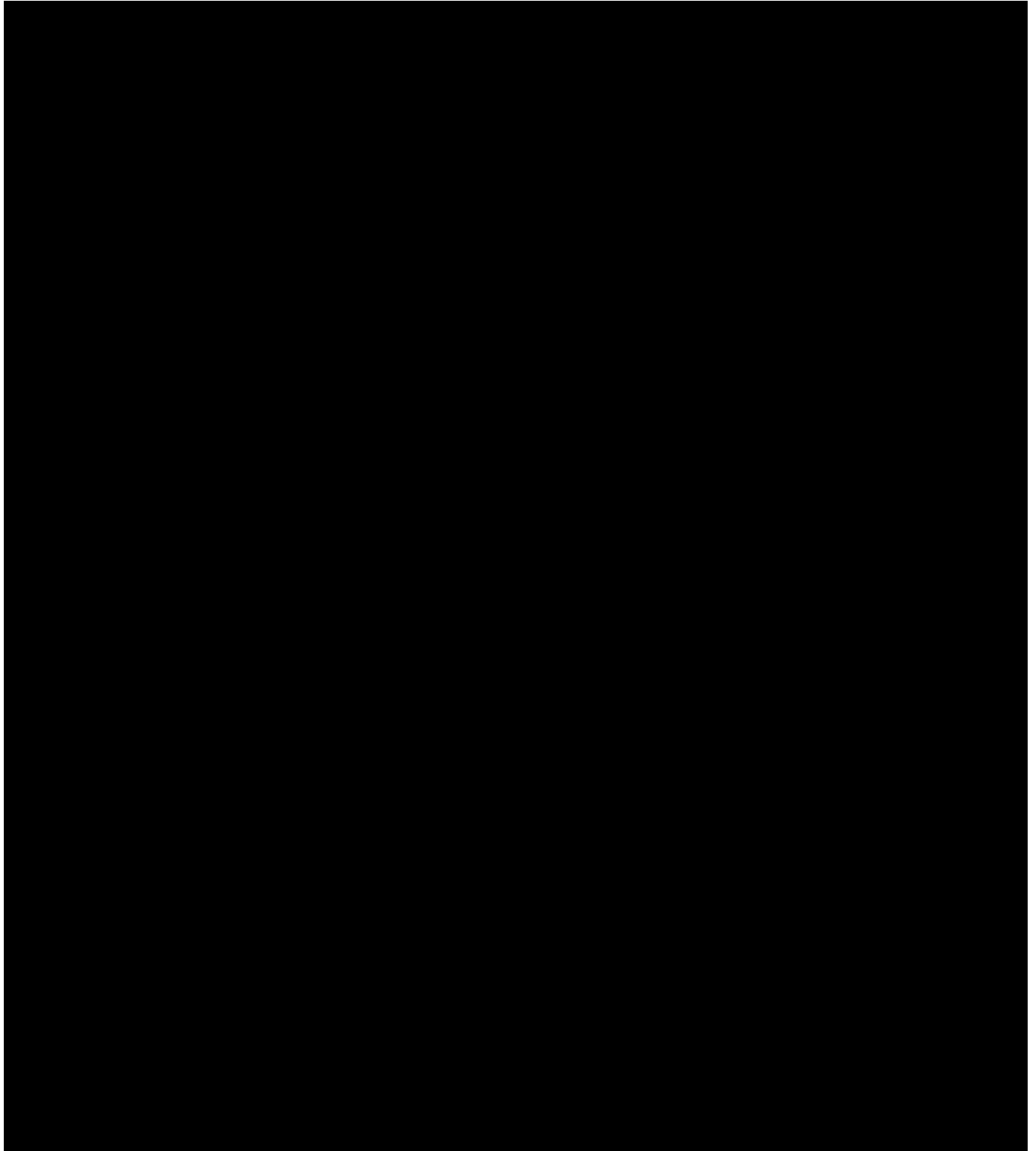
Annex 1 to Schedule 1 Buyer Premises

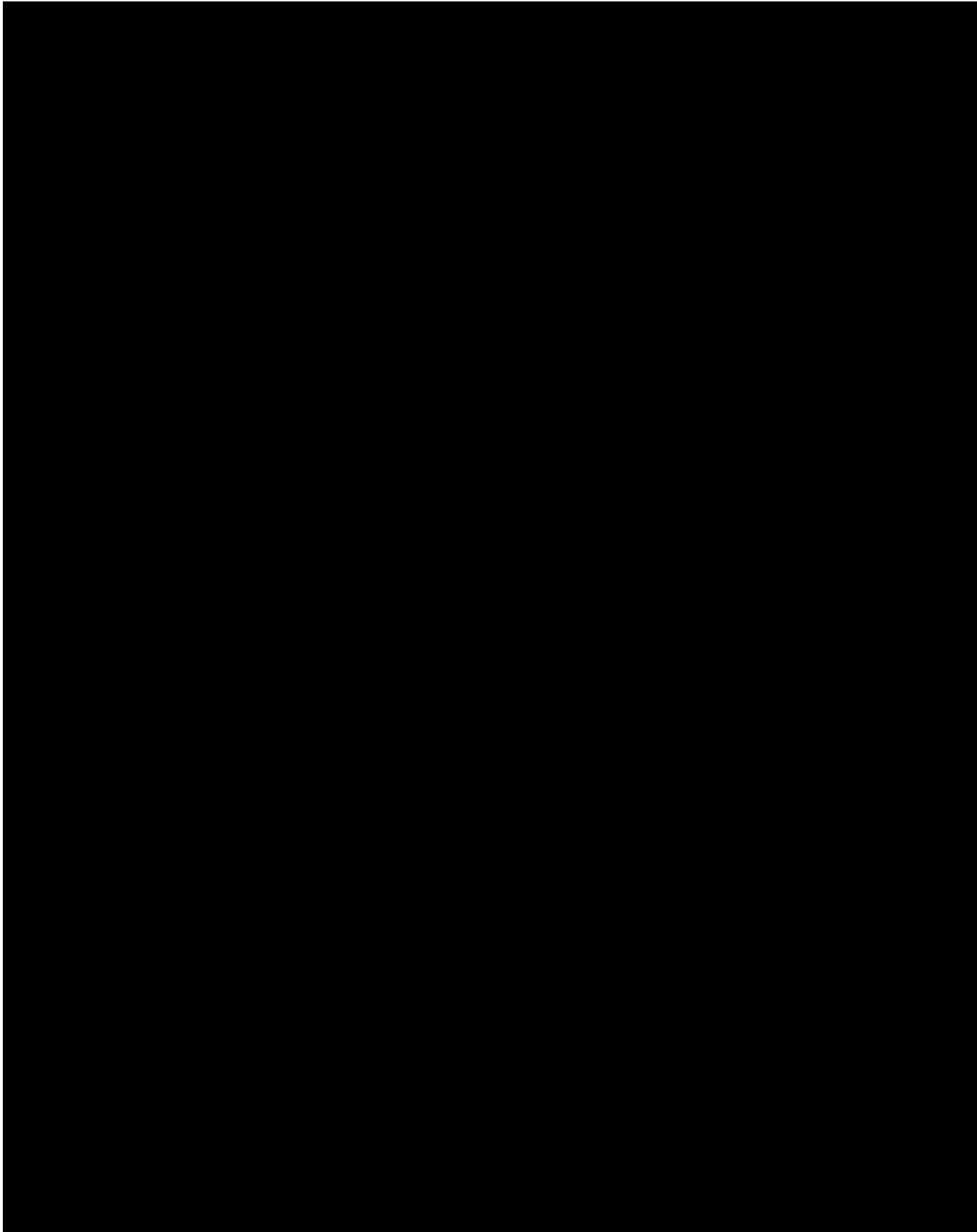


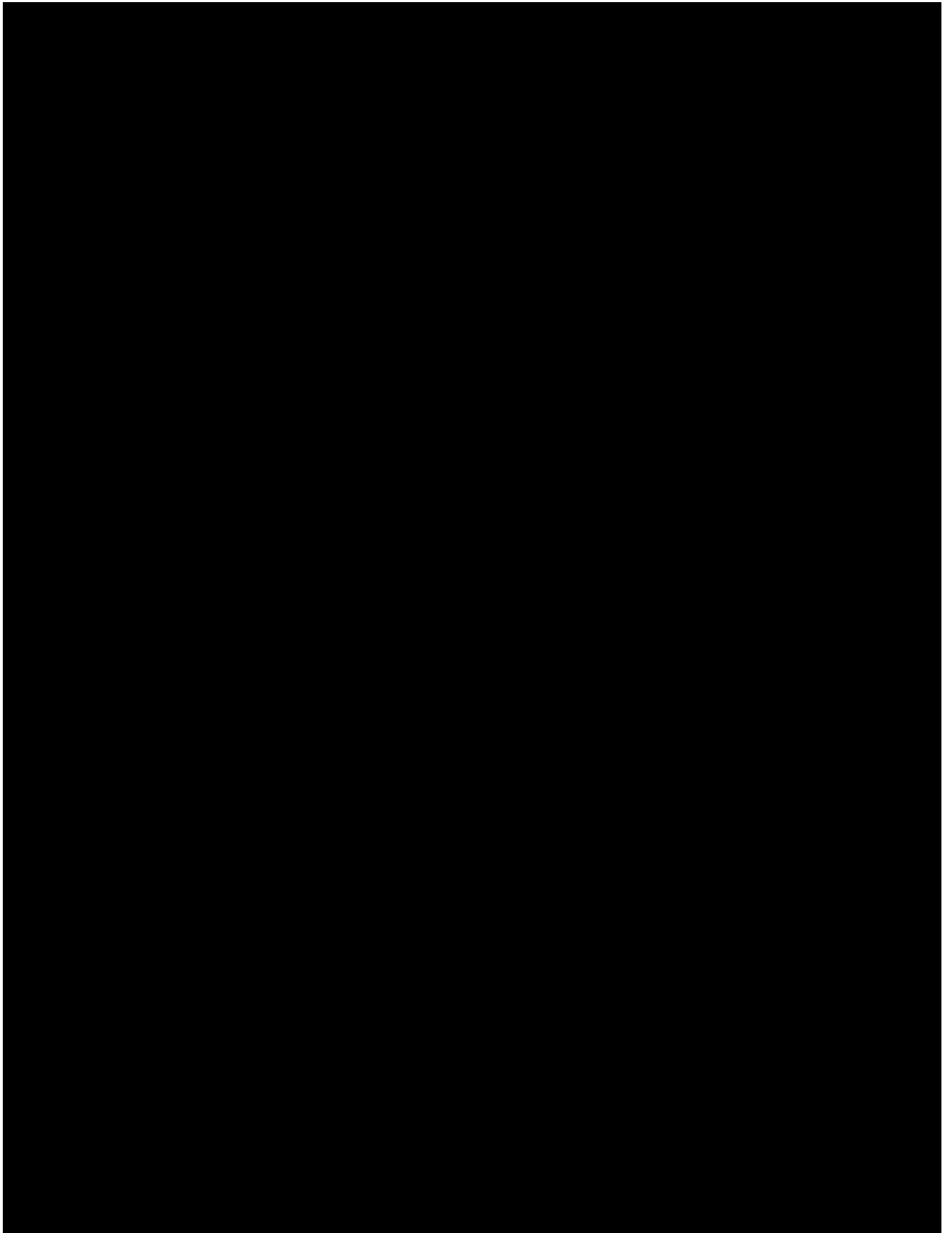


Schedule 2 - Call-Off Contract Charges

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









Part B – Invoicing and Payment

1 Purpose of Part B

- 1.1 This part of the schedule sets out the method by which the Supplier shall raise invoices to the Buyer for payment, together with the requirements which apply to such invoices, and the payment terms thereof.
- 1.2 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier pursuant to the Call-Off Agreement provided that each invoice is delivered to the Buyer within 5 Working Days after:
 - (a) In respect of Monthly Service Charges, the end of the calendar month to which the relevant Monthly Service Charge relates; and
 - (b) In respect of Time and Materials Charges, the end of the month in respect of Time and Materials Charges consumed in that month.
- 1.3 In any event, all invoices must be provided to the Buyer within six (6) months of completion of delivery of the relevant Services to which the invoice relates. Invoices delivered after expiry of this period shall be invalid and the Buyer shall have no liability in respect of such invoices.
- 1.4 The Supplier shall invoice the Buyer in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in Part A of this schedule.
- 1.5 The Supplier shall ensure that each invoice contains the following information:
 - (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) the month or other period(s) to which the relevant Charges relate;
 - (d) the reference number of the purchase order issued by the Buyer to which it relates (if any);
 - (e) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;

- (f) details of any Service Credits or similar deductions that shall apply to the Charges detailed on the invoice;
 - (g) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
 - (h) the banking details for payment to the Supplier via electronic transfer of funds (such as name and address of bank, sort code, account name and number).
- 1.6 Each invoice shall at all times be accompanied by sufficient information to enable the Buyer to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Buyer shall not be conclusive. The Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.7 All Supplier invoices shall be expressed in pounds sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.8 The Buyer shall only regard an invoice as valid if it complies with the provisions of this schedule. Where any invoice does not conform to the Buyer's requirements set out in this schedule, the Buyer will return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the requirements of this Schedule.
- 1.9 Subject to the provisions of this schedule, the Buyer shall make payment to the Supplier within thirty (30) days of receipt of a valid invoice by the Buyer at its nominated address for invoices.

Schedule 3: Collaboration agreement – Not Used

Schedule 4: Not Used

Schedule 5: Not used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.

Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.

Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.

Critical Service Failure	Takes the meaning given in Schedule 8 Section 3.1.3.2
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.

Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>

Framework Agreement	The clauses of framework agreement RM1557.13 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 Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.

UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.

Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium ● a Dun & Bradstreet rating of 10 or less

Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	<p>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.</p>

IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.

Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
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Project Specific IPRs	<p>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.</p>
Property	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>

Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.

Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.

Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	<p>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 ck-if-you-need-approval-to-spend-money-on-a-service</p>

Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.

Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
System to System Interchange	The real time passing of data from a Supplier system to a Buyer system
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.
Working Hours	During any Working Day between 09:00 and 17:30
Year	A contract year.

Schedule 7: UK GDPR Information

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

Annex 1: Processing Personal Data

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

1.1 1.1 The contact details of the Buyer's Data Protection Officer are:

[REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED]

[REDACTED]

[REDACTED]

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

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

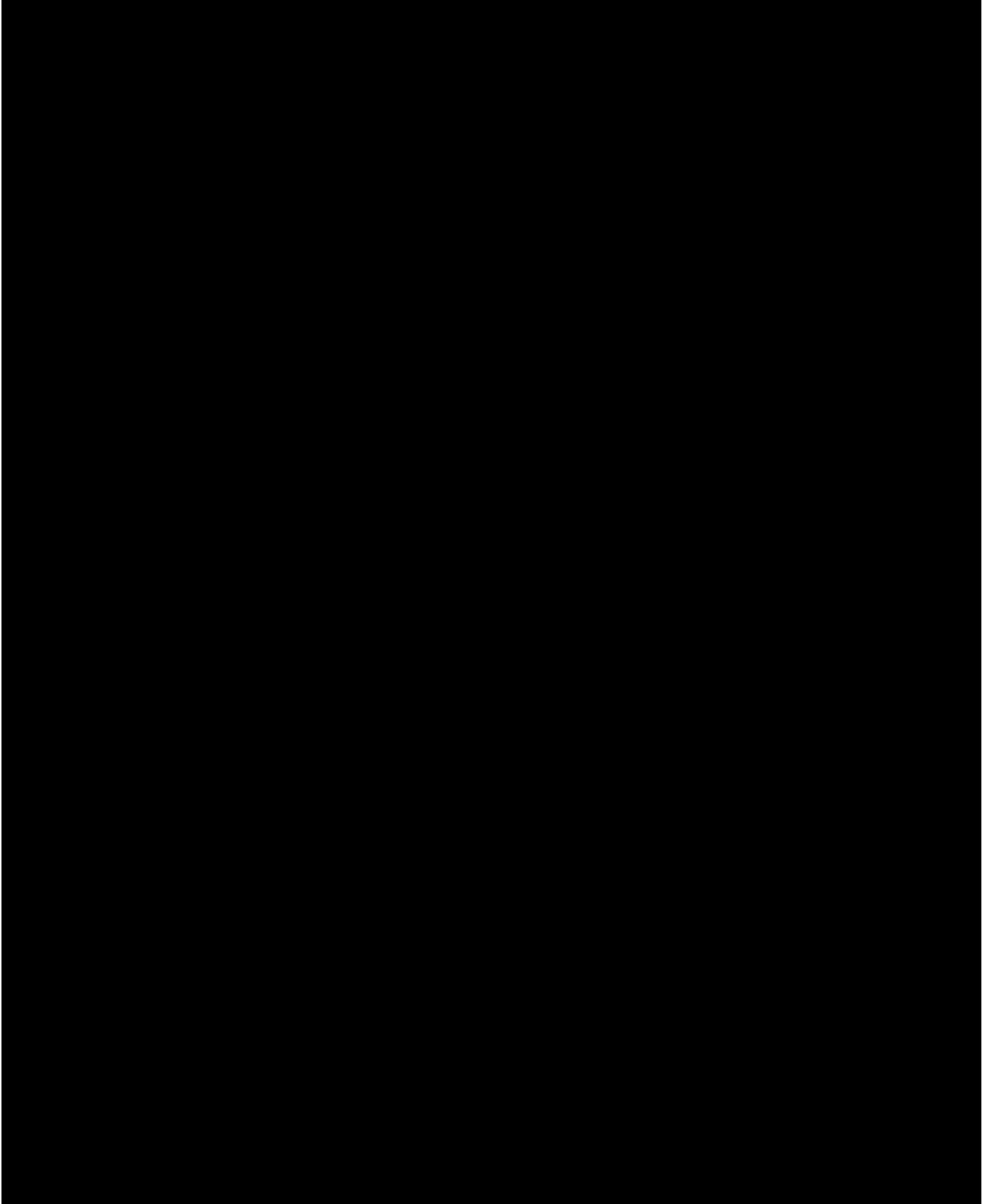
Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below Information (including personal data) is collected by CQC, either through direct contact with individuals and organisation or when on inspection. This data is then input into CRM and OBIEE by CQC employees as a record of our regulatory activity.</p>
Duration of the Processing	1st November 2023 to 31st October 2024

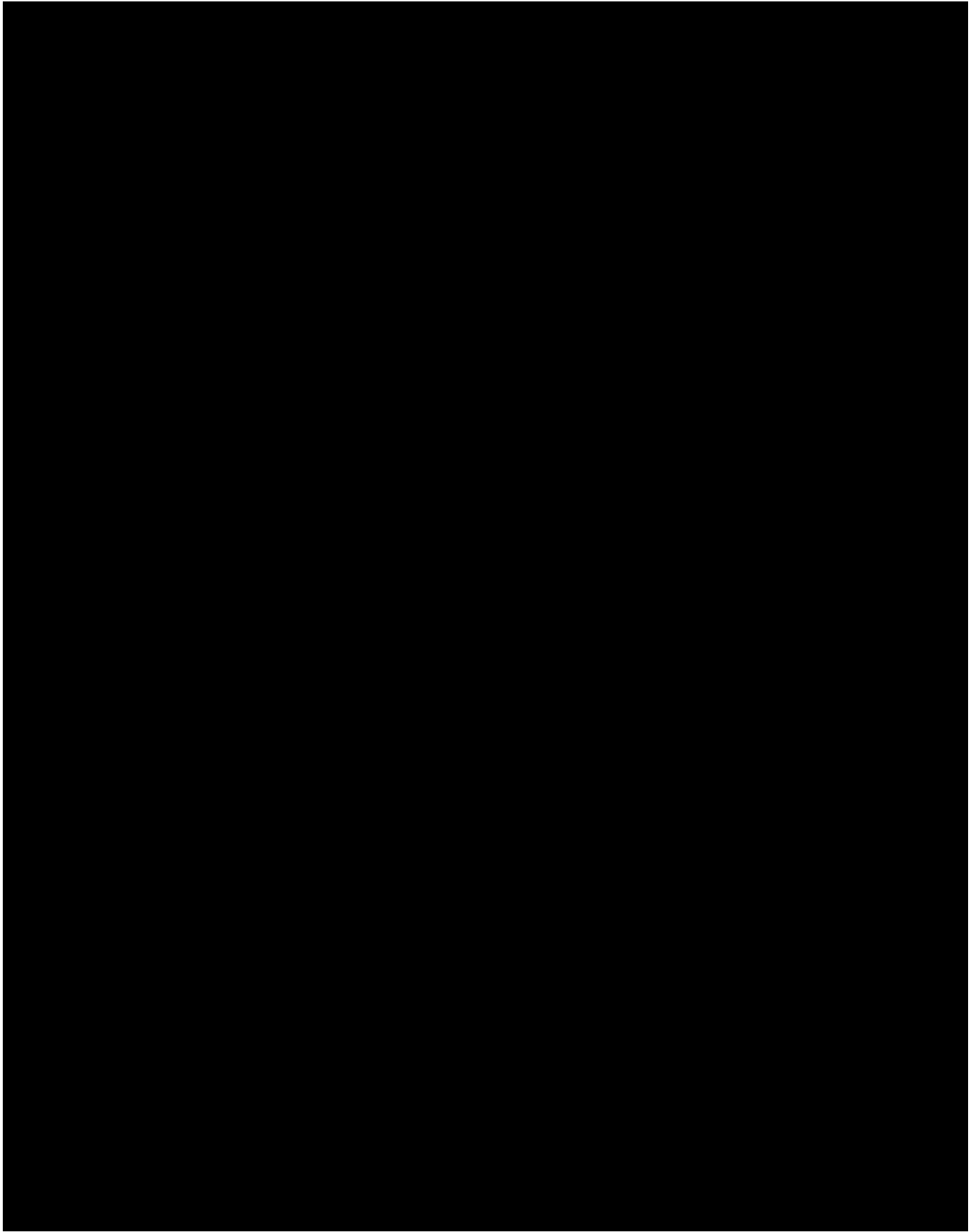
<p>Nature and purposes of the Processing</p>	<p>The Siebel CRM and OBIEE service provides CQC with a system to manage and coordinate our inspection and regulatory activity under the Health and Social Care Act 2000. This is broken down into four main categories of information, which includes registration, inspection, enforcement and safeguarding.</p> <p>Information (including personal data) is collected by CQC, either through direct contact with individuals and organisation or when on inspection. This data is then input into CRM and OBIEE by CQC employees as a record of our regulatory activity.</p> <p>Computacenter are responsible for the hosting, storage, backup of this information. The servers are owned by CQC and reside physically in the Computacenter operations Data Center. Computacenter provide a Database Administration Service for maintenance or essential changes. These DataBase Administrators have access to the data.</p>
<p>Type of Personal Data</p>	<p>This includes any type of personal data CQC records as part of its regulatory role, and is not limited to:</p> <ul style="list-style-type: none"> • The details of people who contact CQC (including names, addresses, phone numbers and email addresses) • Information about the care people are receiving and any concerns raised • Information about the actions of the employees of registered providers • Regulatory action CQC has taken against any individual responsible for delivering health and social care (registered managers) • Information relating to registration of services and individuals under HSCA 2008

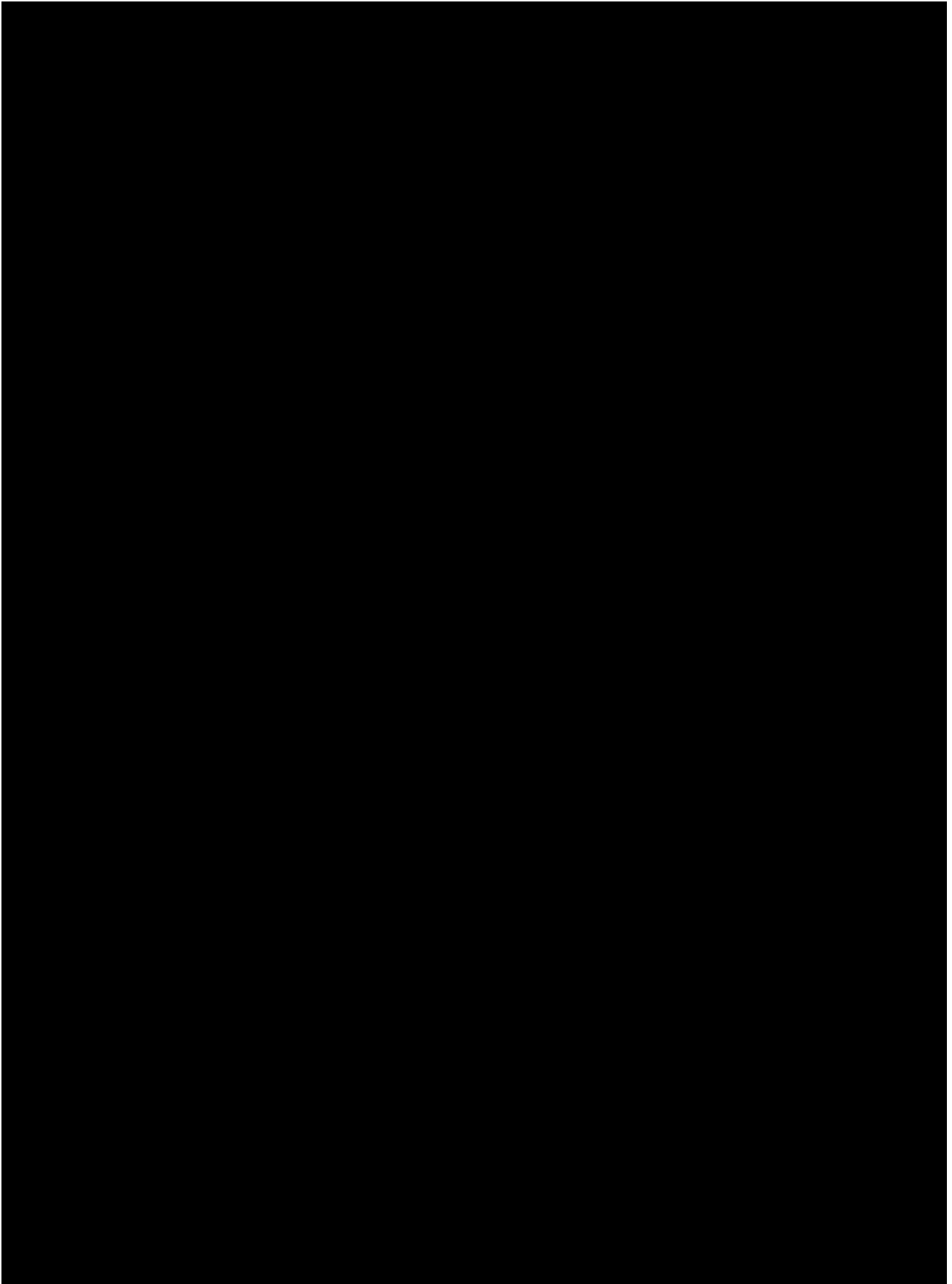
Categories of Data Subject	Members of the Public Employees of registered providers People receiving health and social care Health and other professionals CQC employees
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Data can be deleted in line with CQC's retention policies. There is provision in the contract for transfer of data to the new provider upon exit.

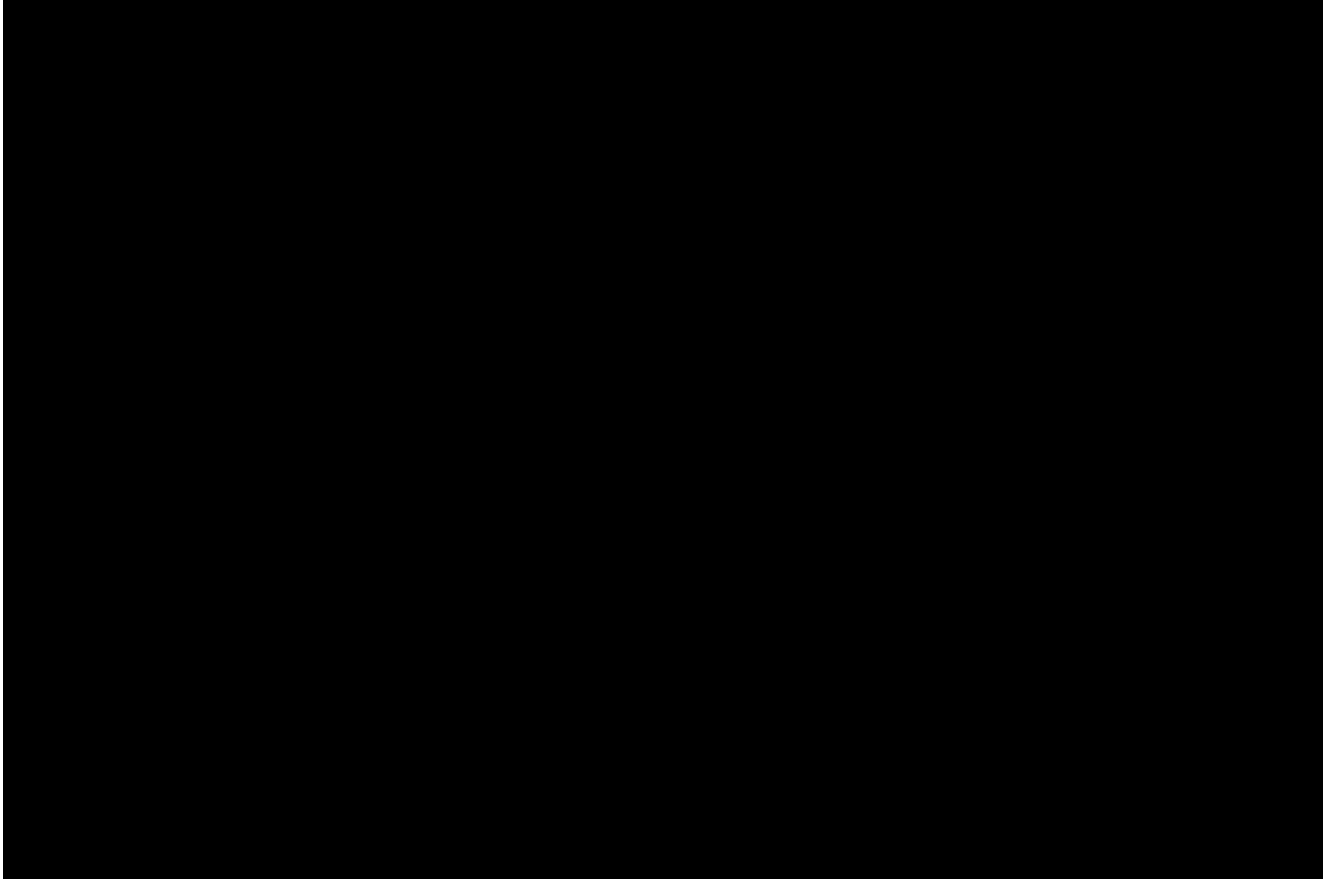
Annex 2: Not used

Schedule 8 Service Levels

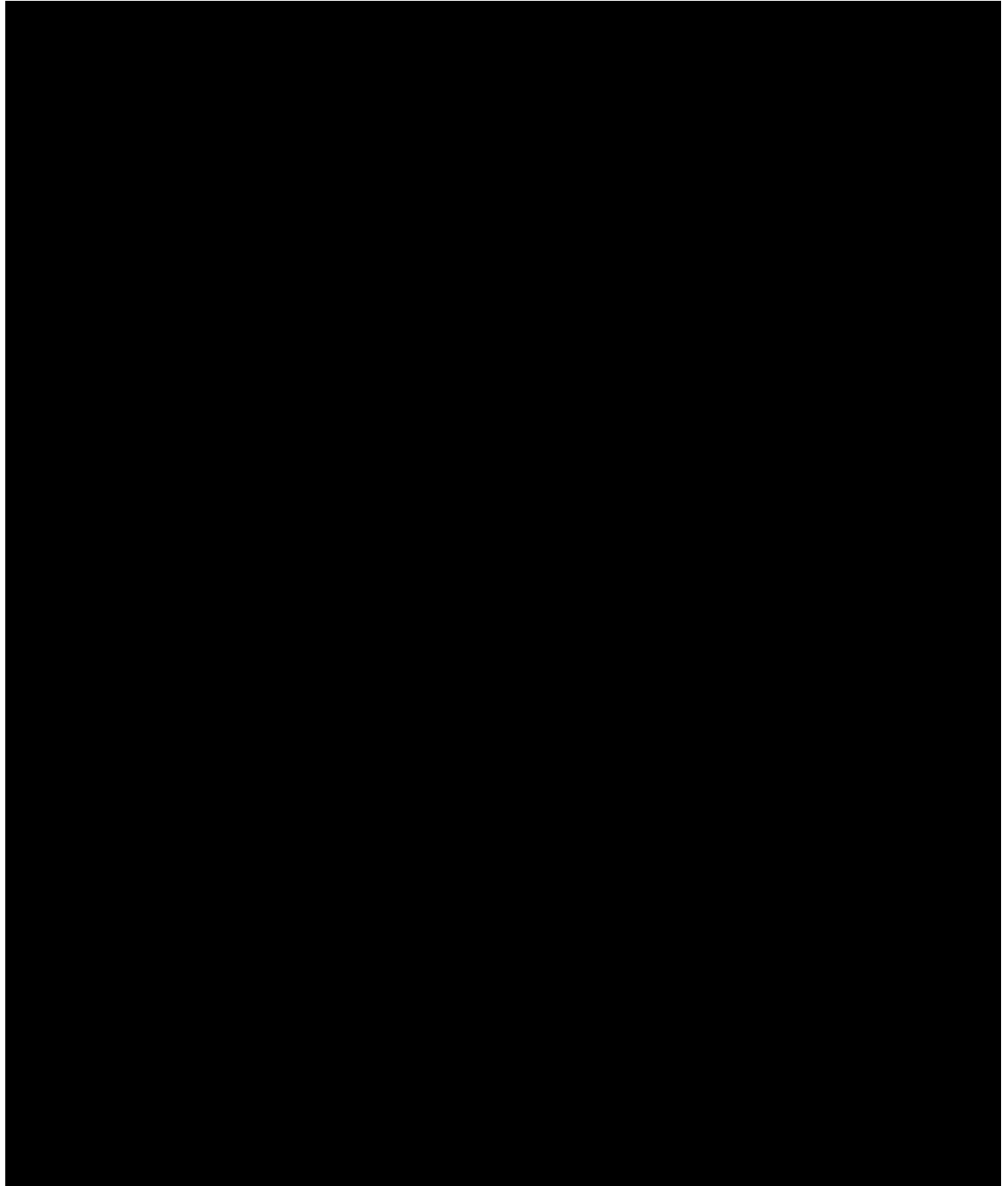


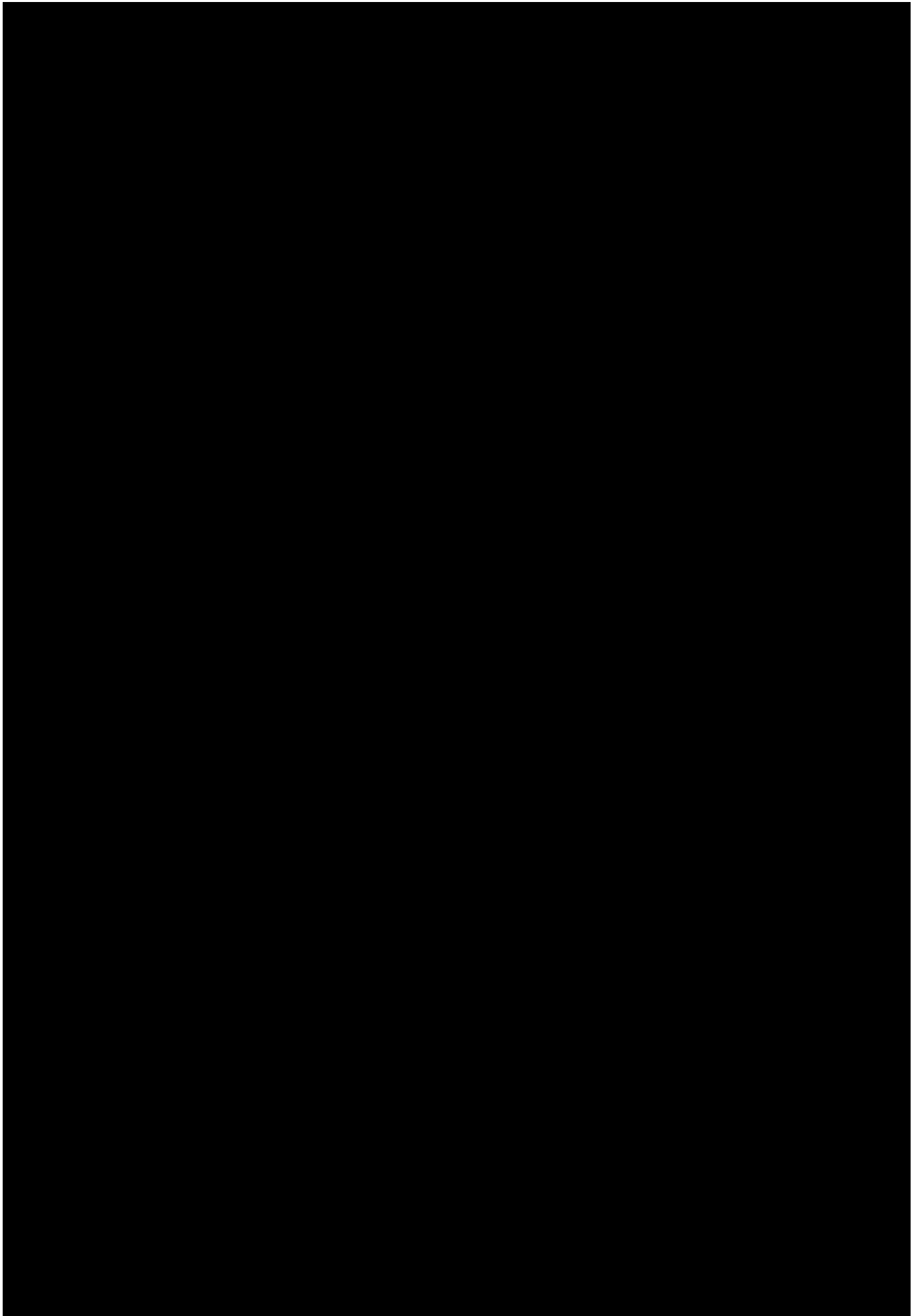


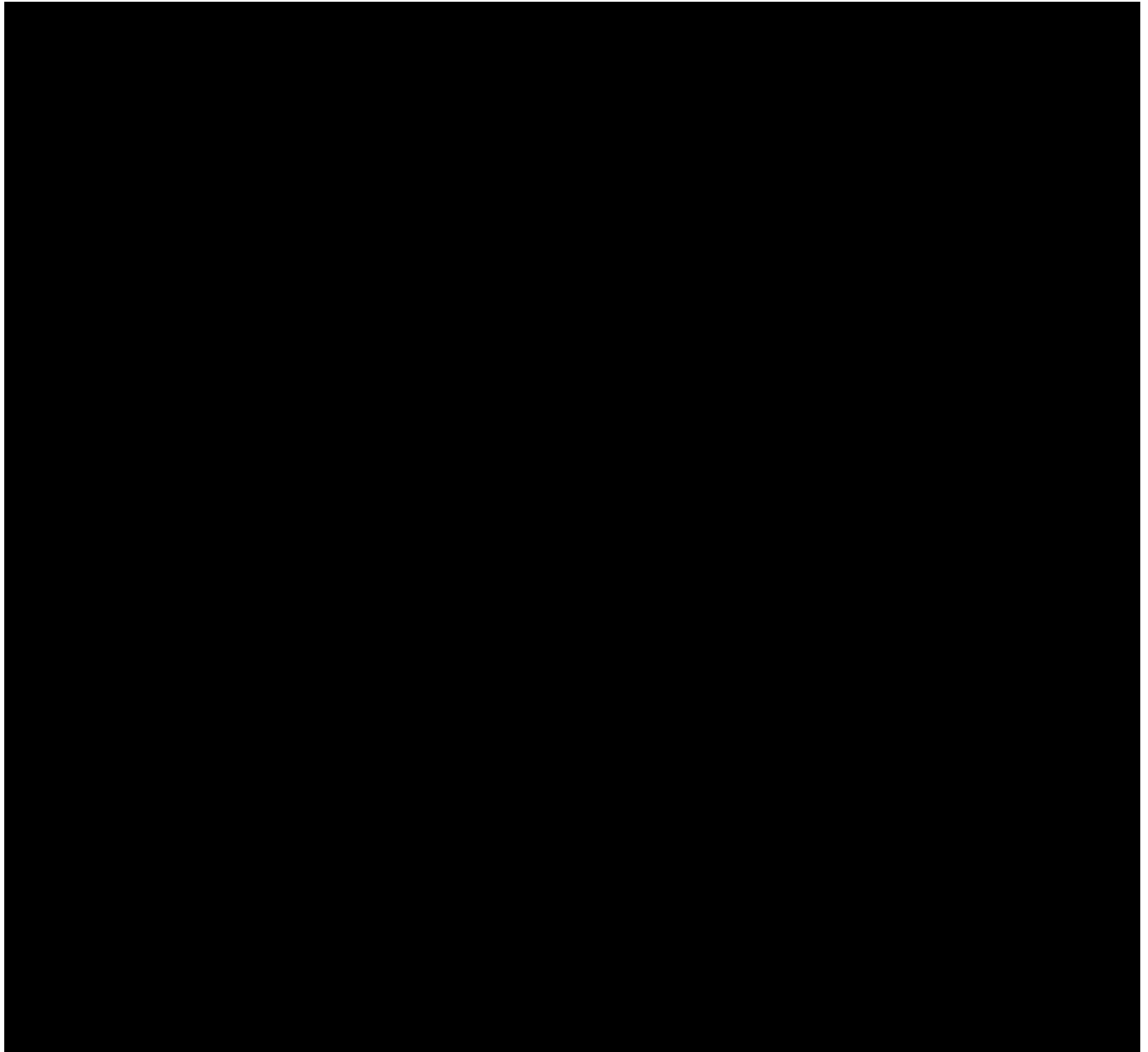




Appendix to Schedule 8 Service Levels

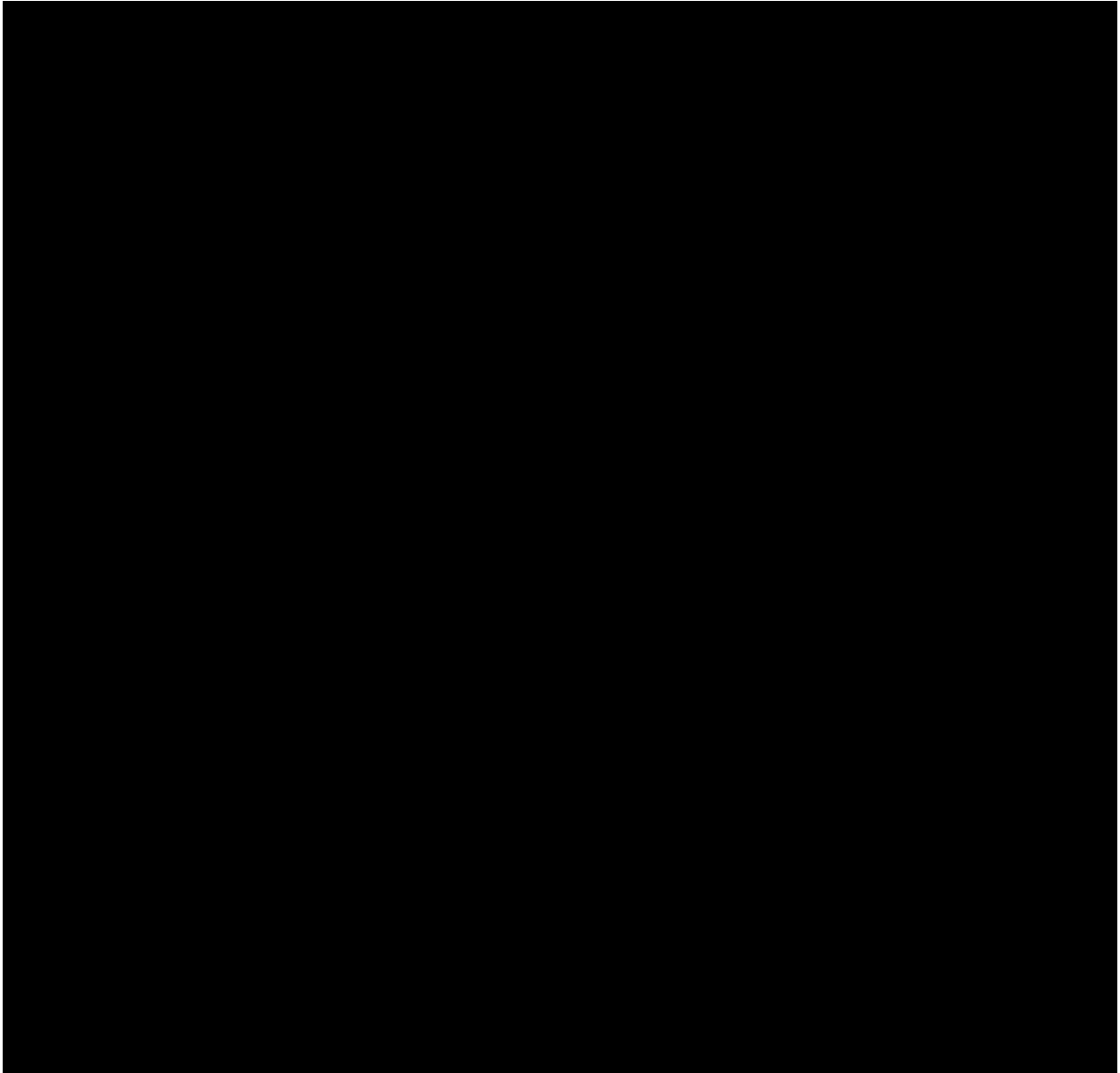


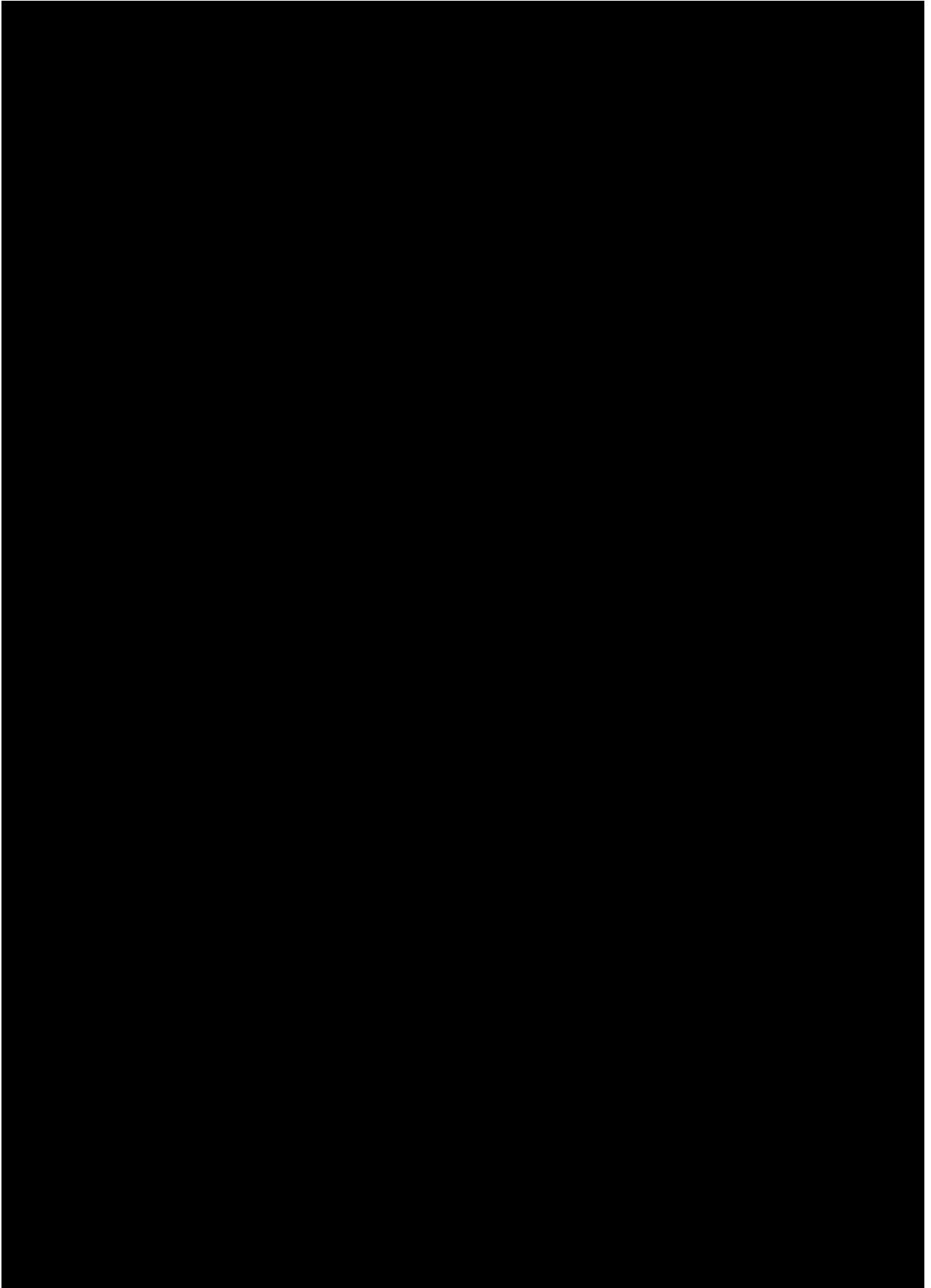


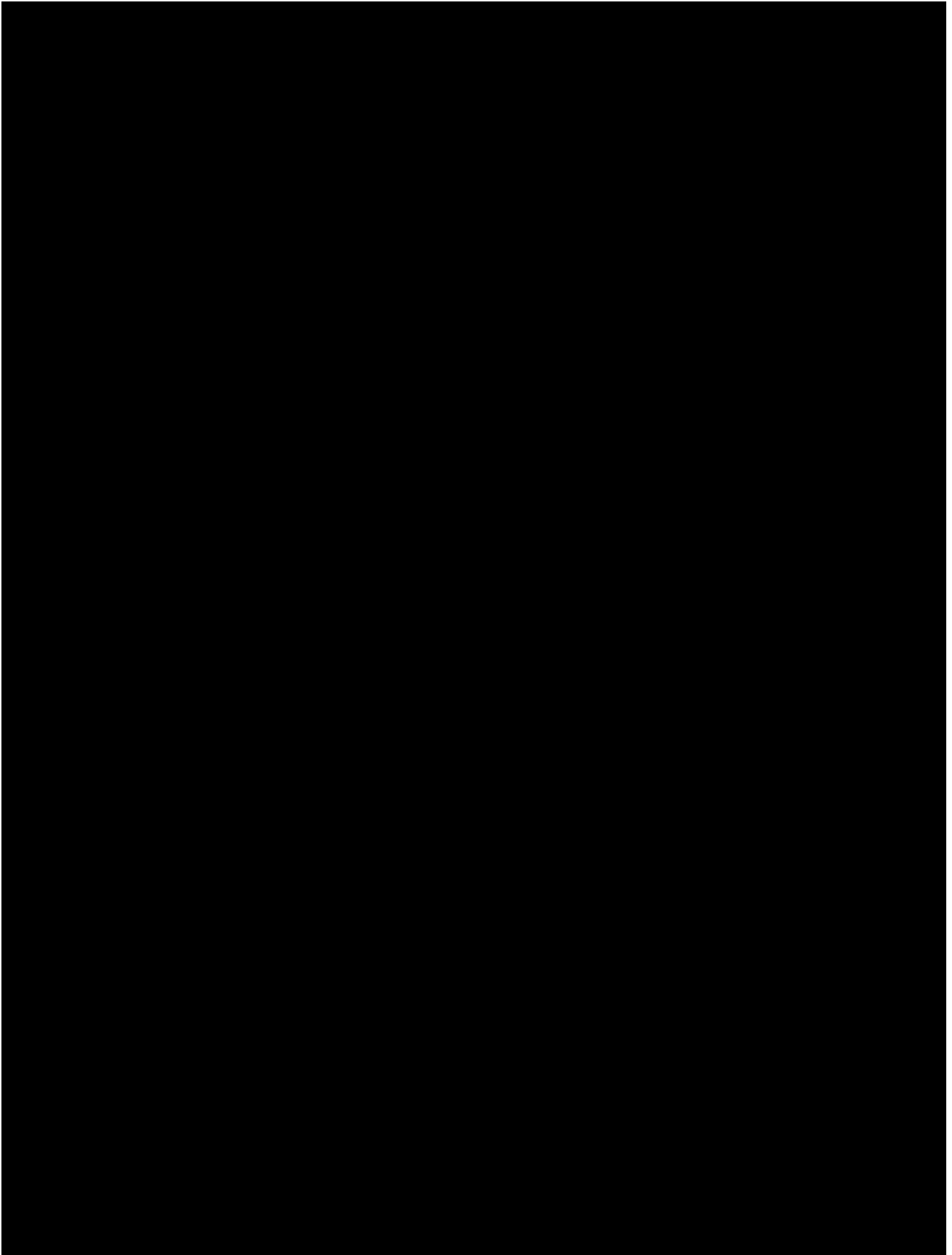


PART B

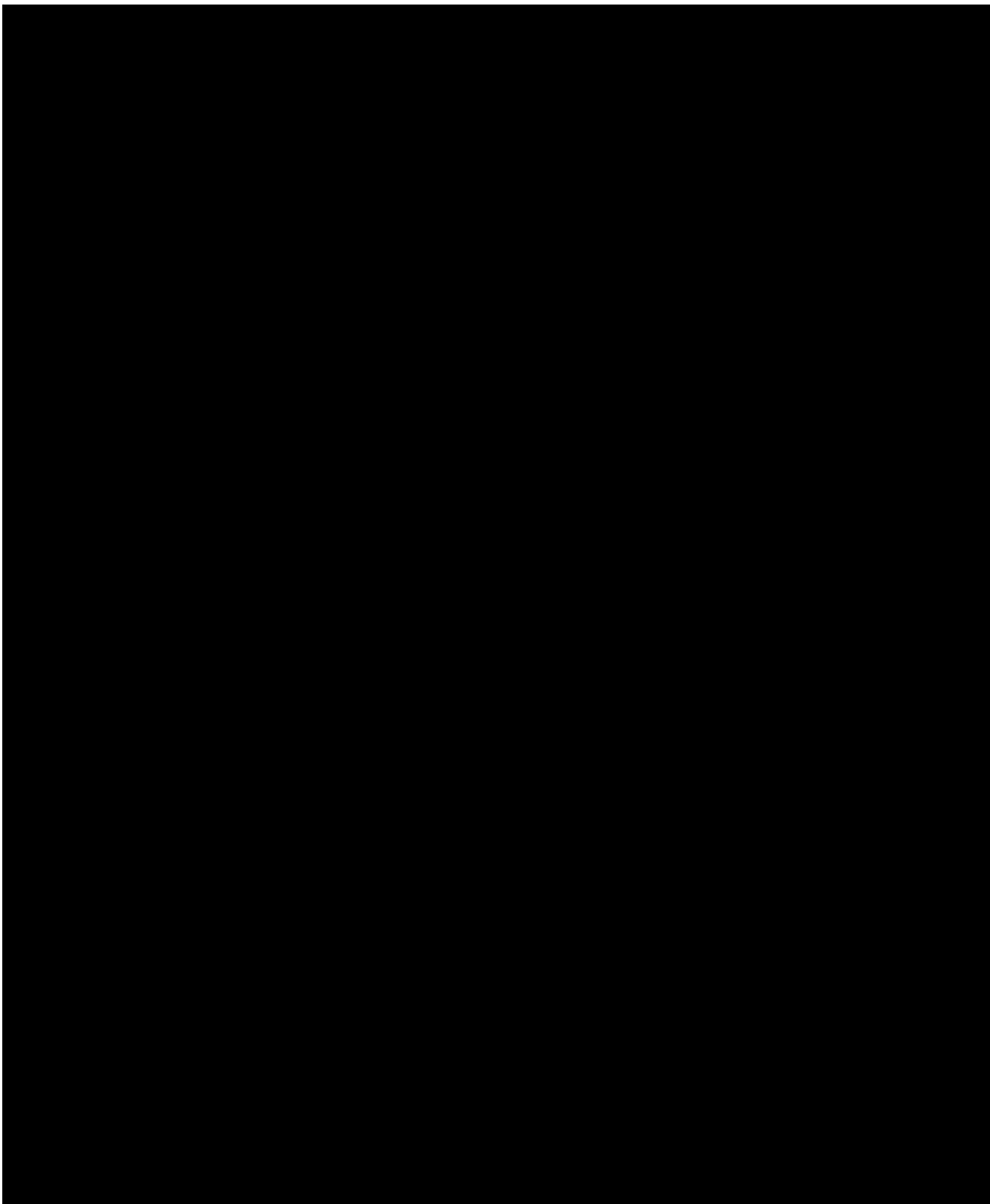
1. Performance Monitoring







Schedule 9 - Governance





Schedule 10 Exit Management

Overview

- 1.1 The Supplier is required to ensure the orderly transition of the Services from the Supplier to the Buyer and/or any replacement supplier in the event of termination or expiry of this Call-Off Agreement. This schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan. For the avoidance of doubt, the Supplier shall be responsible for the overall management of the exit and service transfer arrangements.
- 1.2 The Supplier, at the Buyer's expense, shall carry out the necessary activities to transfer responsibility for the delivery of the Services to the Buyer and/or a new service provider (as required by the Buyer) upon the earlier of the following:
 - (a) expiry of this Call-Off Agreement on the Expiry Date; or
 - (b) termination or notice of termination of this Call-Off Agreement in accordance with this Call-Off Agreement and/or the Framework Agreement.
- 1.3 This Schedule defines the scope of an Exit Plan and how such a plan will be created and revised to ensure that it remains workable at any time upon termination or expiry. Where only the principles of such Exit Plan are set out then the parties will reach agreement on detailed terms and conditions in respect of such principles and such agreement shall not be unreasonably delayed or withheld.

2 Exit Plan

- 2.1 The Supplier shall, with input as relevant, from the Buyer, create within 3 months of the Commencement Date an Exit Plan which envisages the requirements in relation to an exit of the Services covered by this Call Off Agreement.
- 2.2 The Buyer shall review the content of the Exit Plan submitted to it by the Supplier in accordance with paragraph 2.1 above and the Buyer and the Supplier shall, acting reasonably and in good faith, seek to agree the contents of the Exit Plan within 30 days of submission of the same by the Supplier under paragraph 2.1. Should the Buyer and the Supplier be unable to reach agreement, the matter will be referred to the Dispute Resolution Process.
- 2.3 The Supplier shall review the Exit Plan with the Buyer periodically during the Term, as a minimum once every 6 months, and shall update it in order to reflect and take account of any Changes to the Services and/or their method of delivery.

3 Scope of Exit Plan

- 3.1 The Exit Plan shall contain:

- (a) a list and timetable of activities for the Supplier and the Buyer to undertake during the Termination Assistance Period in sufficient detail to ensure that each party can comply with the terms of this Schedule 7 and to allow the smooth transition of the Services to any replacement supplier(s) with no disruption to the business of the Buyer;
- (b) details of which Supplier activities shall be provided free of charge (which shall include returning to the Buyer all Specifically Created Material and all Buyer Material to the Buyer), and which activities shall be chargeable in accordance with paragraph 7 below;
- (c) full details of dependencies on the Buyer and on the Supplier for the successful implementation of the Exit Plan;
- (d) such other details as the Buyer and the Supplier consider appropriate when agreeing the terms of the Exit Plan; and
- (e) without prejudice to paragraph 8, the Termination Assistance that the Supplier will reasonably be required to provide to the Buyer.

3.2 During any period when the Exit Plan has not been agreed by the Buyer and the Supplier, the Exit Plan shall be deemed to be, and the Buyer and the Supplier shall comply with, the terms detailed in this Schedule.

4 Notification of Requirements for Termination Assistance

4.1 The Buyer shall have the right to require the provision of Termination Assistance by giving written notice to the Supplier at least one month prior to the Expiry Date of this Call Off Agreement or at any time following service of a notice of Termination (a "Termination Assistance Request"). The Termination Assistance Request shall specify:

- (a) the date from which Termination Assistance is required, provided that such date is no earlier than:
 - (i) in the case of Termination, a date which is 10 (ten) days from the date of service of the Termination Assistance Request; and
 - (ii) in the case of expiry only (and not earlier Termination), 1 (one) month prior to expiry(the "**Activation Date**");
- (b) the nature and extent of the Termination Assistance required in accordance with paragraph 8;
- (c) if not already provided, confirmation as to whether the Terminating Services are to be continued in accordance with paragraph 5; and

- (d) the period during which the Buyer envisages that Termination Assistance will be required, provided that such period will continue no longer than 3 months after the date that the Supplier ceases to provide the Terminating Services (the “**Deactivation Date**”) or by the 31st December 2024 whichever is the later.

4.2 The period between the Activation Date and Deactivation Date shall be the Termination Assistance Period.

4.3 For the sake of clarity, in this Schedule "Termination Assistance" excludes "Terminating Services"

5 Continuation of the Terminating Services

5.1 In the event of the early Termination or the expiry of this Call Off Agreement (for whatever reason), the Supplier shall, and shall ensure that all of its subcontractors (if any) and staff shall, to the extent requested by the Buyer, in addition to supplying any other Termination Assistance pursuant to this Schedule 7, continue to perform the Terminating Services for the period specified in the notice of Termination and/or the Termination Assistance Request, which period shall not exceed 3 months after either the date on which Termination becomes effective or the Expiry Date and no later than 31st December 2024.

5.2 Where the Buyer requires the Supplier to continue the provision of some or all of the Terminating Services, such Terminating Services shall be provided at no detriment to the applicable Service Levels.

6 Exit Management and the implementation of the Exit Plan

6.1 The Buyer and the Supplier shall each advise the other in writing within 10 (ten) Working Days of the Activation Date of the identity of its staff responsible for the management of the exit from the Call Off Agreement (**the Exit Managers**).

6.2 The Exit Managers shall promptly review the Exit Plan, and shall determine whether any amendments to the Exit Plan are required and shall discuss any other issues or matters relevant to the provision of Termination Assistance by the Supplier in accordance with the Exit Plan and this Schedule.

6.3 Upon agreement of any amendments to the Exit Plan, or if no such amendments are required, immediately following such review, the Supplier shall commence the implementation of the Exit Plan.

6.4 In order to facilitate implementation of the Exit Plan, the Supplier shall maintain:

- (a) A list of all assets used in providing the Services (including those that are owned by the Supplier);
- (b) such documentation as is necessary to detail the technical aspects of the Services. This documentation shall be of sufficient detail to permit the Buyer and any replacement

supplier of the Services to understand how the Supplier provides the Services and to enable the smooth transition of the Services with the minimum of disruption to the Buyer,

- (c) details of other relevant third party contracts; and

in each case, the Buyer may audit such documentation prior to implementation of the Exit Plan. The Supplier shall provide to the Buyer such information, documents and details promptly upon request by the Buyer.

7 Costs

- 7.1 In respect of and for the duration of the continuance of the provision of the Terminating Services pursuant to paragraph 5, the Buyer shall continue to pay the Charges in respect of the Terminating Services in accordance with Schedule 2 (Charges).

- 7.2 The Supplier shall be entitled to charge the Buyer on a time and materials basis in accordance with Schedule 2 (Charges) for the provision of any Termination Assistance provided that:

- (a) the Supplier shall use reasonable endeavours to reallocate resources to provide any Termination Assistance without additional costs;
- (b) where additional cost is incurred, the Supplier can demonstrate to the Buyer that such charges are reasonable; and
- (c) the scope of the Termination Assistance and estimated fees in respect of the same have been previously authorised by the Buyer.

8 Termination Assistance

- 8.1 The Supplier shall fully co-operate with and assist the Buyer and/or any replacement supplier(s) in ensuring the smooth handover and continued running of the Services during the Termination Assistance Period. In particular, the Supplier shall, and shall procure that its subcontractors (if any) shall, render all such assistance to the Buyer and/or the replacement supplier(s) as the Buyer may reasonably require including (but not limited to) the following:

- (a) implementing and complying with the Exit Plan;
- (b) providing an inventory of application software and documentation;
- (c) undertaking knowledge transfer from key individuals;
- (d) allowing the Buyer and/or any replacement supplier access to staff and/or Supplier Premises, upon reasonable notice and at reasonable times, as may be reasonably necessary to fulfil the objective of this schedule;
- (e) vacating all Buyer Premises;

- (f) preparing documentation and/or any equipment for collection and returning all Buyer Materials and Buyer Assets (including Specifically Created Material and all of those Buyer Assets as are listed in Schedule 10, Part B to the Call Off Order Form);
- (g) providing help and further information to any replacement supplier(s) for up to 6 months following the transfer of the Services;
- (h) dealing with final invoicing;
- (i) at the end of the Termination Assistance Period (or earlier where requested by the Buyer) erasing from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period any Specially Created Material and all Buyer Data;

9 Transfer of assets and data

9.1 At the end of the Termination Assistance Period:

- (a) (or earlier if so request by either party), each party shall return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services, Terminating Services and/ or Termination Assistance;
- (b) except where Call-Off Agreement provides otherwise or where terminated earlier by the Buyer, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services shall be terminated with effect from the end of the Termination Assistance Period;
- (c) all equipment used and owned by the Supplier to deliver the service to the Buyer will, unless specifically identified otherwise, remain the property of the Supplier.
- (d) the Supplier shall return to the Buyer any equipment owned by the Buyer that has been used in the provision of the Services including but not limited to those Buyer Assets as are set out in Schedule 12.
- (e) the Buyer, at the Supplier's discretion, may purchase at the then net book value equipment owned by the Supplier which is used by the Supplier solely for the purpose of providing the Services.
- (f) where the Buyer requires, the Supplier shall license to the Buyer or shall use reasonable endeavours to procure the grant of a licence to the Buyer of any software used by the Supplier which is used solely for the purpose of providing the Services and/or receiving the Services and the property and rights (including intellectual property rights) in which is not already owned or licensed to the Buyer, for the use by the Buyer following the Termination or expiry of this Call-Off Agreement and the end of any Termination Assistance Period

- (g) the Supplier shall transfer to the Buyer any current and historic documentation and management information relating to the provision of the Services as per the terms of this Call-Off Agreement. This information shall be transferred to the Buyer at no charge.
- (h) where the Buyer requires, the Supplier shall use reasonable endeavours to secure the novation to the Buyer of any third party contracts used by the Supplier solely for the purpose of providing the Services and/or allowing the Buyer to receive the Services.
- (i) the Supplier shall hand over to the Buyer all data relating to the Infrastructure, such data to include database records, configuration information of the Infrastructure and all back-up copies of such data. The Supplier shall provide such data on industry standard media and format.

10 Communication

- 10.1 Arrangements for communication with staff, relevant trade unions, suppliers and the Buyer's will be made so as to avoid any detrimental impact upon the Parties' business as a result of undertaking any transfer contemplated by the Exit Plan. The Parties will agree prior to any release of information the manner and timing for releasing information.

11 Disputes Relating to Termination Services

Where there is any dispute between the parties regarding any matter set out in this Schedule, such dispute shall be resolved in accordance with Schedule 11.

Schedule 11 – Dispute Resolution

- 1** Any question which may arise concerning the construction, meaning or effect of this Agreement or any matter arising out of or in connection with this Call-Off Agreement, in the first instance shall be referred in writing to the Supplier's and Buyer's nominated managers for discussion and resolution within two weeks.
- 2** If the matter is not resolved within that time, it will be referred to the next level of the Supplier's and Buyer's IT management who must meet within two weeks of such referral to attempt to resolve the matter. If the matter is not resolved at that meeting the escalation continues with one week maximum time interval up to the most senior level of management (for the avoidance of doubt, in the case of Buyer the most senior level of management for these purposes shall refer to IT managers only.) If the unresolved matter is having a serious effect on the Services, both parties will use reasonable endeavours to reduce the elapsed time in completing the process.
- 3** The levels of escalation are as set out in the below table with each row representing escalating seniority (the first being the lowest level of seniority and the fourth row being the highest level):

Buyer	Supplier
The Buyer ICT Live Services Manager	Supplier Service Manager
The Buyer ICT Live Services Manager	Supplier Senior Service Manager
The Buyer Head of ICT Live Services	Supplier Services Director
The Buyer Executive Director of Finance and Corporate Services	Supplier Managing Director

- 4** If any of the above are unable to attend the meeting, a substitute may attend provided that such substitute is authorised to settle the unresolved matter.
- 5** Any dispute, controversy or claim arising out of or relating to this Call-Off Agreement, or the breach, termination, or invalidity thereof which has not been resolved in accordance with paragraph 1 and 2 above, shall be resolved through mediation in accordance with clauses 8.64 to 8.77 of the Framework Agreement.
- 6** Neither party may initiate any legal action until the procedures set out in the paragraphs directly above have been completed unless such party has reasonable cause to do so to avoid damage to its business.

Schedule 12 - Change Control Procedure

1 GENERAL PRINCIPLES OF CHANGE CONTROL PROCEDURE

This schedule sets out the procedure for dealing with Changes.

1.1 Operational Changes shall be processed in accordance with paragraph 8 below. If either Party is in doubt about whether a change falls within the definition of an Operational Change then it will be processed as a Change

1.2 Under this Change Control Procedure:

- 1.2.1 either Party may request a Change which they shall initiate by issuing a Change Request in accordance with paragraph 3;
- 1.2.2 the Supplier will assess and document the potential impact of a proposed Change in accordance with paragraph 4 before the Change can be either approved or implemented;
- 1.2.3 the Buyer shall have the right to request amendments to a Change Request, approve it or reject it in the manner set out in paragraph 5;
- 1.2.4 the Supplier shall have the right to reject a Change Request solely in the manner set out in paragraph 6;
- 1.2.5 no proposed Change shall be implemented by the Supplier until such time as a Change Authorisation Note has been signed and issued by the Buyer in accordance with paragraph 5; and
- 1.2.6 if the circumstances or nature of a proposed Change mean that it is a Fast-track Change then it shall be processed in accordance with paragraph 7.

1.3 Until such time as a Change Authorisation Note has been signed and issued by the Buyer in accordance with paragraph 5.2, then:

- 1.3.1 unless the Buyer expressly agrees otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of the Call-Off Agreement as if the proposed Change did not apply; and
- 1.3.2 any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed Change, including the submission of any Change Communications, shall be without prejudice to each Party's other rights under this Call-Off Agreement.

2 **COSTS**

- 2.1 Subject to paragraph 2.3, the costs of preparing each Change Request and undertaking an Impact Assessment incurred by both Parties, shall be borne by the Party making the request.
- 2.2 All Changes shall be calculated and charged in accordance with the principles and day rates set out in schedule 2 (Charges). The Supplier will only be entitled to increase the Charges if it can demonstrate in the Impact Assessment that the proposed Change requires additional resources or services and that such additional resources or services are not accounted for within the scope of Charges that are already payable by the Buyer. In any event, any change to the Charges resulting from a Change (whether the change will cause an increase or a decrease in the Charges) will be strictly proportionate to the increase or decrease in the level of resources or services required for the provision of the Services as amended by the Change.
- 2.3 Both Parties' costs incurred in respect of any use of this Change Control Procedure as a result of any error or Default by the Supplier shall be paid for by the Supplier.

3 **CHANGE REQUEST**

- 3.1 Either Party may issue a Change Request to the other Party at any time during the Call-Off Agreement Period. The Change Request shall be substantially in the form of Appendix 1 to this schedule and must state whether the Party issuing the Change Request considers the proposed Change to be a Fast-track Change.
- 3.2 If the Supplier issued the Change Request, then it shall also provide an Impact Assessment to the Buyer as soon as is reasonably practicable.
- 3.3 If the Buyer issued the Change Request, then the Supplier shall provide an Impact Assessment to the Buyer as soon as is reasonably practicable.

4 **IMPACT ASSESSMENT**

- 4.1 Each Impact Assessment shall include (without limitation):
- 4.1.1 details of the proposed Change including the reason for the Change;
and
 - 4.1.2 details of the impact of the proposed Change on the Services, the Additional Services and the Supplier's ability to meet its other obligations under the Call-Off Agreement and any variation to the terms of the Call-Off Agreement that will be required as a result of that impact and including without limitation changes to:
 - 4.1.2.1 the Services Requirements and the Service Levels;
 - 4.1.2.2 the Milestones and any other timetable previously agreed by the Parties;

- 4.1.2.3 other services provided by third party suppliers to the Buyer, including any changes required by the proposed Change to the Buyer's IT infrastructure;
- 4.1.2.4 other proposed Changes which have yet to be agreed with the Buyer pursuant to this Change Control Process;
- 4.1.2.5 details of the cost of implementing the proposed;
- 4.1.2.6 details of the ongoing costs required by the proposed Change when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party in accordance with the cost visibility taking into consideration any other proposed Changes and any alteration to the working practices of either Party;
- 4.1.2.7 a timetable for the implementation, together with any proposals for the testing of the Change and the impact on any other proposed Changes;
- 4.1.2.8 details of how the proposed Change will ensure compliance with any applicable Change in Law; and
- 4.1.2.9 such other information as the Buyer may reasonably request in (or in response to) the Change Request.

4.2 Subject to the provisions of paragraph 4.3, the Buyer shall review the Impact Assessment and, within 15 Working Days of receiving the Impact Assessment, it shall respond to the Supplier in accordance with paragraph 5.

4.3 If the Buyer is the Receiving Party and the Buyer reasonably considers that it requires further information regarding the proposed Change so that it may properly evaluate the Change Request and the Impact Assessment, then within five Working Days of receiving the Impact Assessment, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant Impact Assessment to the Buyer within a reasonable time of receiving such notification. At the Buyer's reasonable discretion, the Parties may repeat the process described in this paragraph until the Buyer is satisfied that it has sufficient information to properly evaluate the Change Request and Impact Assessment.

5 BUYER'S RIGHT OF APPROVAL

5.1 Within 15 Working Days of receiving the Impact Assessment from the Supplier or within 10 Working Days of receiving the further information that it may request pursuant to 4.3, the Buyer shall evaluate the Change Request and the Impact Assessment and shall do one of the following:

- 5.1.1 approve the proposed Change, in which case the Parties shall follow the procedure set out in paragraph 5.2 below;

5.1.2 in its absolute discretion reject the Change, in which case it shall notify the Supplier of the rejection. The Buyer shall not reject any proposed Change to the extent that the Change is necessary for the Supplier or the Services to comply with any Changes in Law. If the Buyer does reject a Change, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection;

5.1.3 request the Supplier to modify the Change Request and/or Impact Assessment in which event the Supplier shall make such modifications within a reasonable period of such request. Subject to paragraph 4.3 above, on receiving the modified Change Request and/or Impact Assessment, the Buyer shall approve or reject the proposed Change within 10 Working Days.

5.2 If the Buyer approves the proposed Change pursuant to paragraph 5.1 and it has not been rejected by the Supplier in accordance with paragraph 6 below, then it shall inform the Supplier and the Supplier shall prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Buyer for its signature. Following receipt by the Buyer of the Change Authorisation Note, it shall sign both copies and return one copy to the Supplier. On the Buyer's signature, the Change Authorisation Note shall constitute a binding variation to the Call-Off Agreement provided that the Change Authorisation Note is signed by:

5.2.1 the appropriate person(s) specified in paragraph 9.1 of this schedule;
and

5.2.2 the Buyer within 10 Working Days of receiving the Supplier's signed copy. If the Buyer does not sign the Change Authorisation Note within this time period, then the Supplier shall have the right to notify the Buyer and if the Buyer does not sign the Change Authorisation Note within five Working Days of the date of such notification, then the Supplier may refer the matter to the Expedited Dispute Timetable pursuant to the Dispute Resolution Procedure.

6 SUPPLIER'S RIGHT OF APPROVAL

6.1 Following an Impact Assessment, if the Supplier reasonably believes that any proposed Change which is requested by the Buyer:

6.1.1 would materially and adversely affect the risks to the health and safety of any person; or

6.1.2 would require the Services to be performed in a way that infringes any Law; or

6.1.3 is outside of the Supplier's technical capability where:

6.1.3.1 the Supplier can demonstrate to the Buyer's reasonable satisfaction that the proposed Change is impossible to implement; and

6.1.3.2 the proposed Change is outside the technical scope of the Services as set out in the Services Requirements , or

6.1.4 the Supplier has insufficient resources to fulfil the proposed Change.

then the Supplier shall be entitled to reject the proposed Change and shall notify the Buyer of its reasons for doing so within five Working Days after the date on which it is obliged to deliver the Impact Assessment in accordance with paragraph 4.3.

7 FAST-TRACK CHANGES

7.1 The Parties acknowledge that to ensure operational efficiency there may be circumstances where it is desirable to expedite the processes set out above.

7.2 If both Parties agree in relation to a proposed Change that:

7.2.1 the Change does not involve any alteration to, or deviation from the contractual principles set out in the Call-Off Agreement; and

7.2.2 the total number of Changes in relation to which this fast track procedure has been applied does not exceed 24 in any 12 month period (or such higher number as the Parties may from time to time agree in writing); and

7.2.3 the value of the proposed Change does not exceed £500,000 and the proposed Change is not significant (as determined by the Buyer acting reasonably), then the Parties shall confirm to each other in writing that they shall use the process set out in paragraphs 2, 3, 4, 5 and 6 above but with reduced timescales, such that any period of 15 Working Days is reduced to five Working Days, any period of 10 Working Days is reduced to two Working Days and any period of five Working Days is reduced to one Working Day.

7.3 The parameters set out in paragraph 7.2 may be revised from time to time by agreement between the Parties in writing.

8 OPERATIONAL CHANGE PROCEDURE

8.1 Any changes identified by the Supplier to improve operational efficiency of the Services may be implemented by the Supplier without following the Change Control Procedure for proposed Changes provided they do not:

8.1.1 have an impact on the Buyer;

8.1.2 require a change to the Call-Off Agreement;

8.1.3 have a direct impact on use of the Services; or

8.1.4 involve the Buyer in paying any additional Charges or other costs.

8.2 The Buyer may request an Operational Change by submitting a written request for Operational Change ("RFOC") to the Supplier Representative.

8.3 The RFOC shall include the following details:

8.3.1 the proposed Operational Change; and

8.3.2 time-scale for completion of the Operational Change.

8.4 The Supplier shall inform the Buyer of any impact on the Services that may arise from the proposed Operational Change.

8.5 The Supplier shall complete the Operational Change by the timescale specified for completion of the Operational Change in the RFOC, and shall promptly notify the Buyer when the Operational Change is completed.

9 CHANGE AUTHORISATION

9.1 Any proposed Change processed in accordance with this schedule will not be authorised and the Supplier shall not implement any proposed Change until the Change Authorisation Note is signed and executed by the IS & ICT Procurement & Contracts Manager in accordance with the Buyer's Change authorisation and sign off procedure(s), as notified to the Supplier in writing from time to time.

10 COMMUNICATIONS

10.1 For any Change Communication to be valid under this schedule, it must be sent to either the Buyer's Change Manager or the Supplier's Change Manager, as applicable. All Change Communications may be hand delivered or sent by first-class post, email or facsimile. Change Communications shall be deemed to have been received at the following times:

10.1.1 if hand delivered, then at the time of delivery or, if delivered after 16.00 hours on the next Working Day;

10.1.2 if posted first class from within the UK, at 10.00 hours on the second Working Day after it was put into the post; or

10.1.3 if sent by facsimile or email, then at the expiration of 4 (four) hours after the time of despatch, if despatched before 15.00 hours on any Working Day, and in any other case at 10.00 hours on the next Working Day following the date of despatch.

10.2 In proving delivery of a Change Communication, it will be sufficient to prove that delivery was made, or that the envelope containing the Change Communication was properly addressed and posted (by prepaid first class recorded delivery post) or that the facsimile or email was properly addressed and despatched, as the case may be.

Appendix 1 - Change Request Form

CR NO.:	TITLE:	TYPE OF CHANGE:
PROJECT:		REQUIRED BY DATE:
ACTION:	NAME:	DATE:
RAISED BY:		
AREA(S) IMPACTED (OPTIONAL FIELD):		
ASSIGNED FOR IMPACT ASSESSMENT BY:		
ASSIGNED FOR IMPACT ASSESSMENT TO:		
SUPPLIER REFERENCE NO.:		
FULL DESCRIPTION OF REQUESTED VARIATION:		
DETAILS OF ANY PROPOSED ALTERNATIVE SCENARIOS:		
REASONS FOR AND BENEFITS AND DISADVANTAGES OF REQUESTED VARIATION:		
SIGNATURE OF REQUESTING CHANGE OWNER:		
DATE OF REQUEST:		

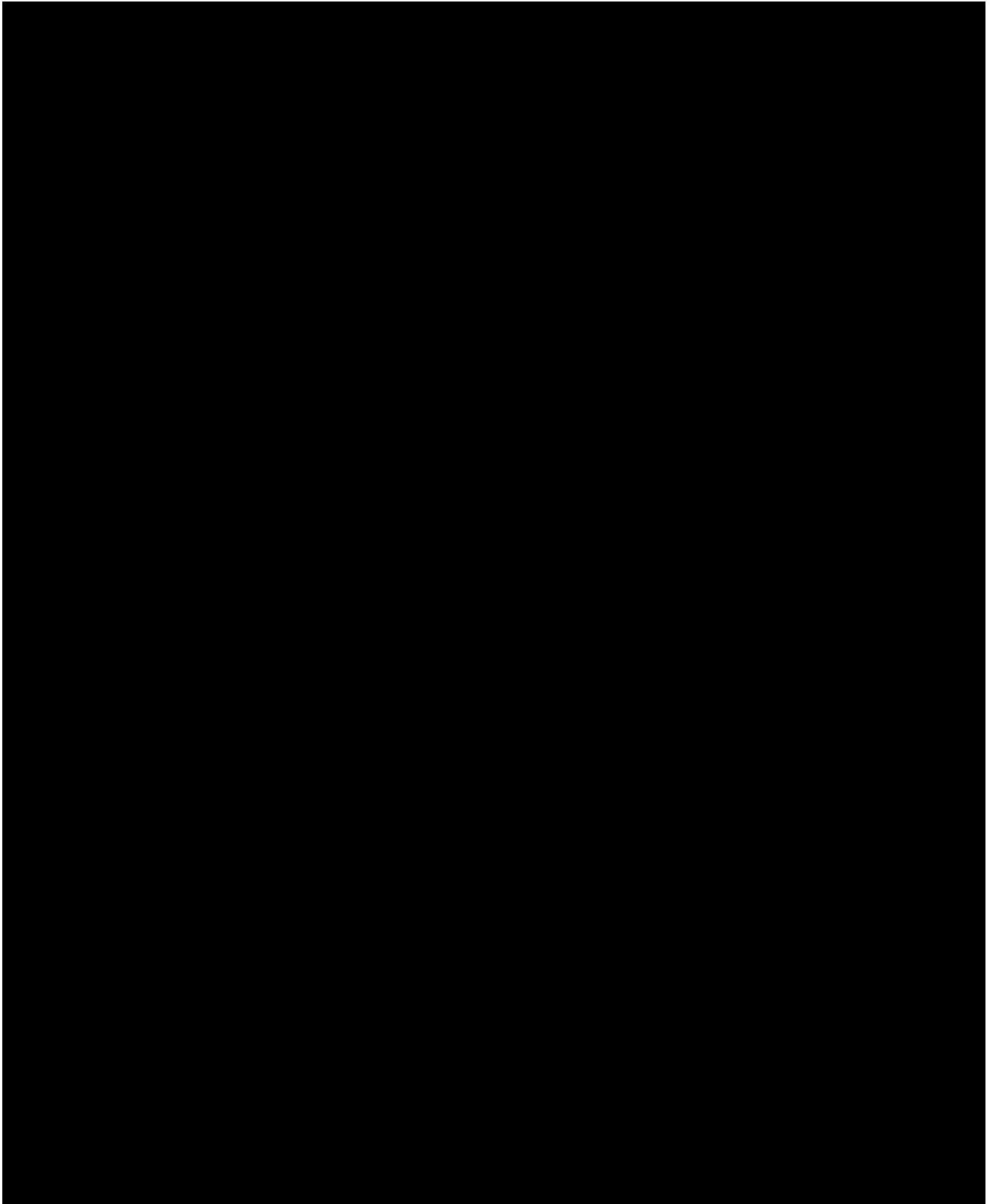
Appendix 2 - Impact Assessment Form

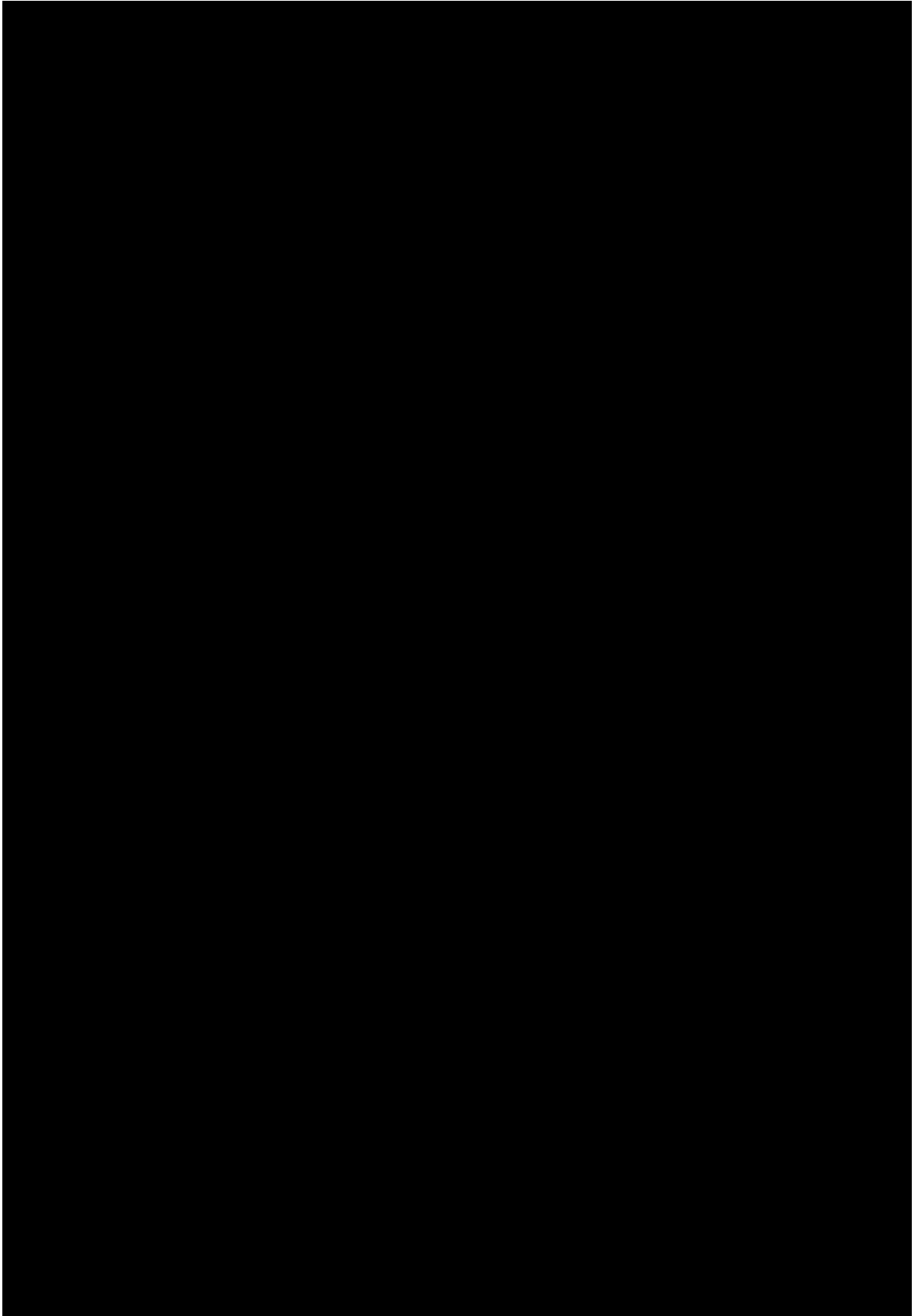
CR NO.:	TITLE:	DATE RAISED:
PROJECT:		REQUIRED BY DATE:
DETAILED DESCRIPTION OF VARIATION FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED VARIATIONS:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE VARIATION:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
DETAILS OF ANY PROPOSED CONTRACT AMENDMENTS:		
DETAILS OF ANY SERVICE LEVELS AFFECTED:		
DETAILS OF ANY OPERATIONAL SERVICE IMPACT:		
DETAILS OF ANY INTERFACES AFFECTED:		
DETAILED RISK ASSESSMENT:		
RECOMMENDATIONS:		

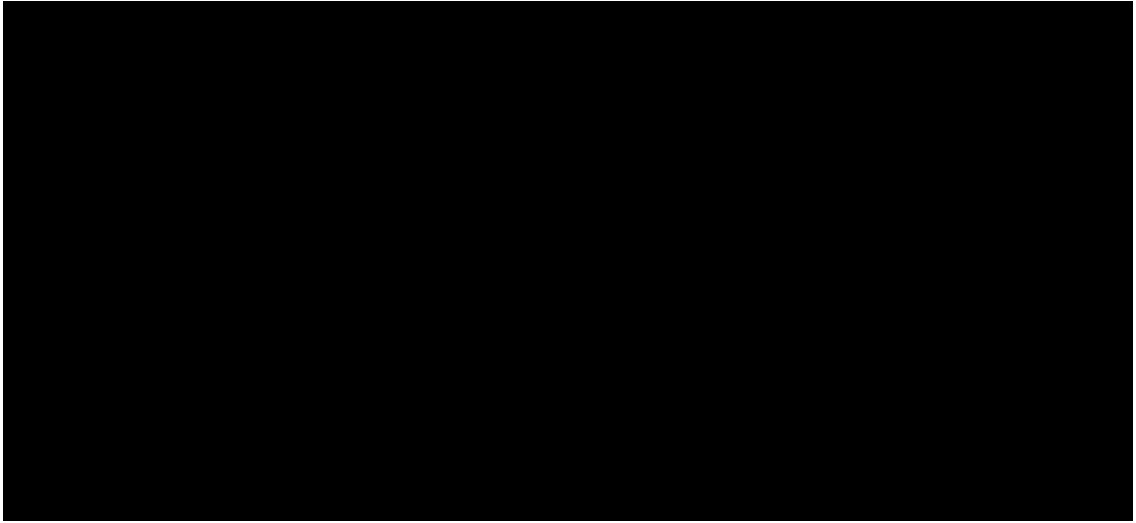
Appendix 3 - Change Authorisation Note

CR NO.:	TITLE:	DATE RAISED:
PROJECT:	TYPE OF CHANGE:	REQUIRED BY DATE:
KEY MILESTONE DATE: <i>if any</i>		
DETAILED DESCRIPTION OF VARIATION FOR WHICH IMPACT ASSESSMENT IS BEING PREPARED AND DETAILS OF ANY RELATED VARIATIONS:		
PROPOSED ADJUSTMENT TO THE CHARGES RESULTING FROM THE VARIATION:		
DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):		
SIGNED ON BEHALF OF THE BUYER:		SIGNED ON BEHALF OF THE SUPPLIER:
Signature:		Signature:
Name:		Name:
Position:		Position:
Date:		Date:

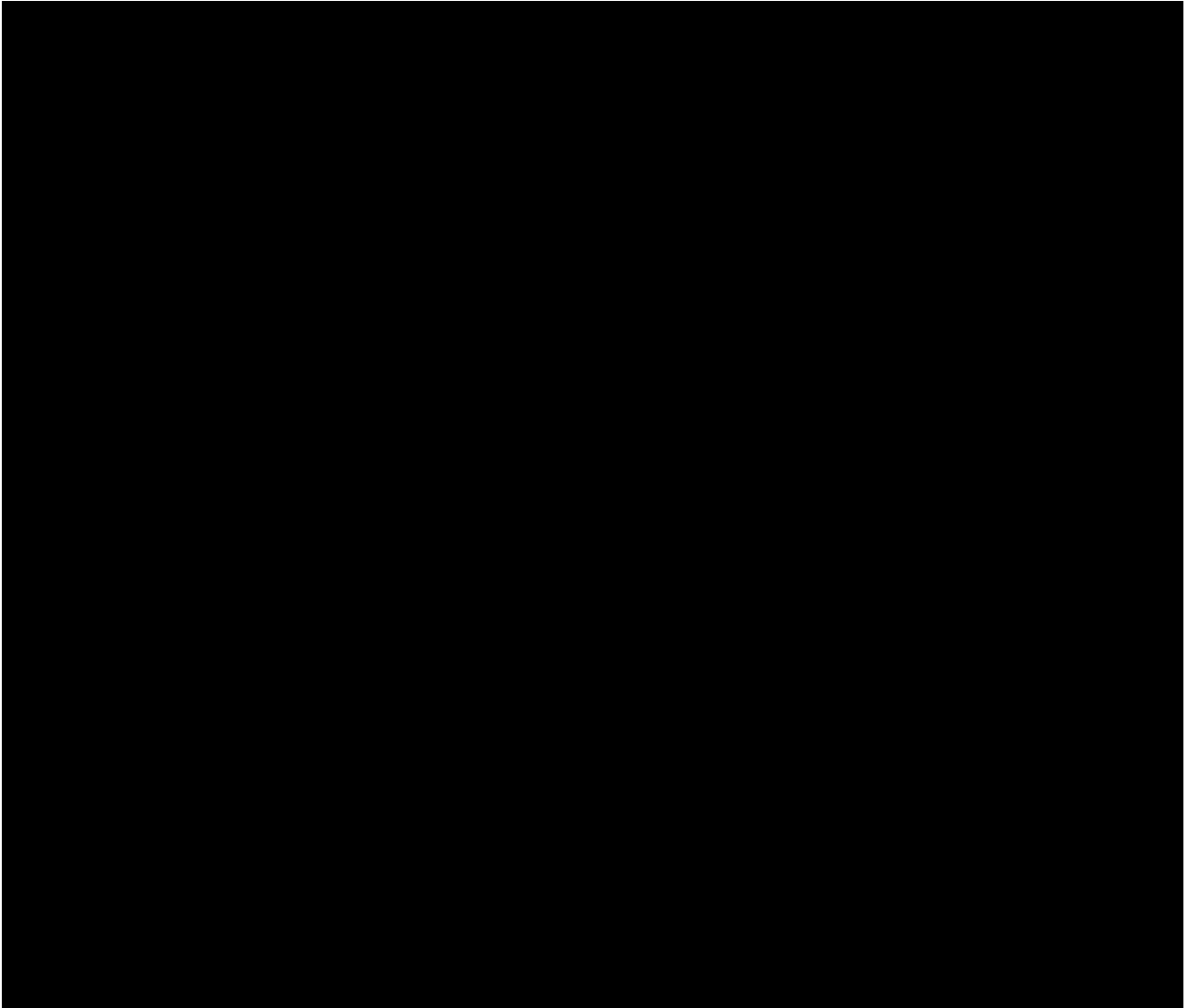
Schedule 13 - Buyer Responsibilities and Buyer Assets



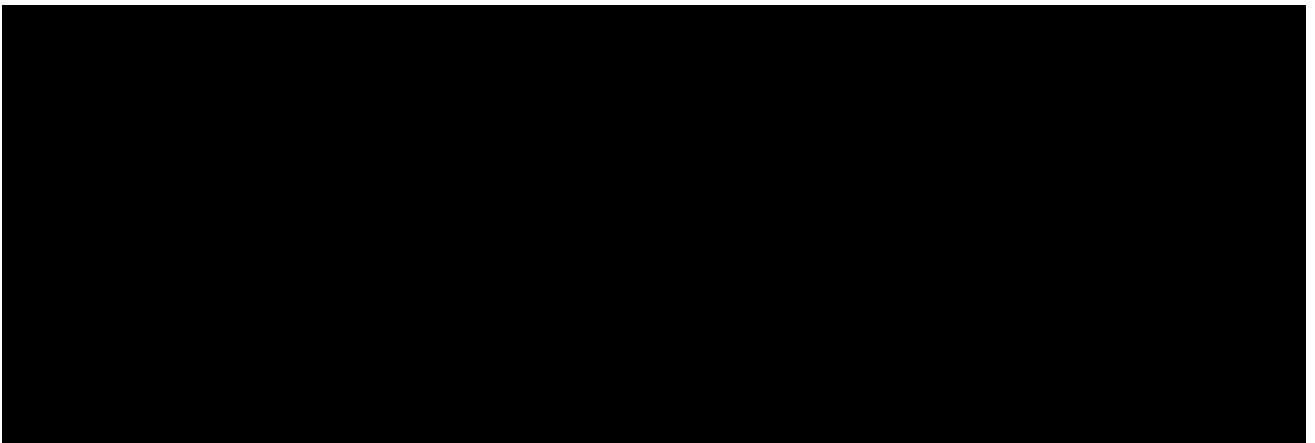




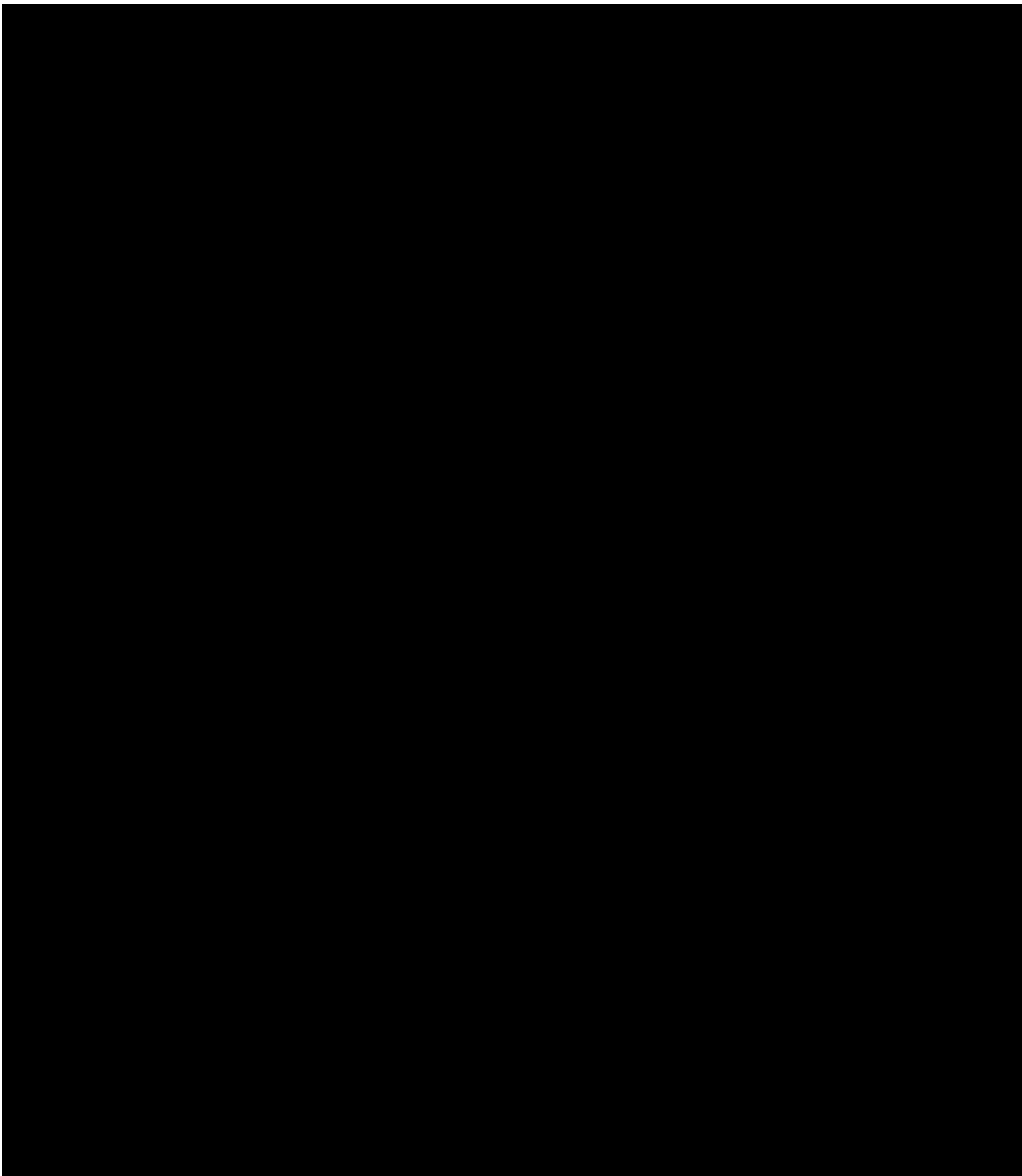
Part B: Buyer Assets



Buyer's Assets



Schedule 14 - Security



Schedule 15 - Records Provision

1 INTRODUCTION

The objective of this schedule is to set out the requirements for:

- 1.1 the retention of proper records of processes and decisions taken relating to the performance and management of the Call-Off Agreement; and
- 1.2 the detail and nature of the reports that are to be made by the Parties, including the timing and process for making such reports.

2 REPORTS

2.1 Any or all of the following reports may be required:

- 2.1.1 Management Information and other reports required by this Call-Off Agreement, including but not limited to those set out in Appendix 1 attached; and
- 2.1.2 Force Majeure Event reports.

2.2 The reports referred to in paragraph 2.1 shall be provided to the Buyer as and when reasonably requested by the Buyer upon written notice.

2.3 The Buyer shall be entitled from time to time to reasonably request the Supplier to produce reports other than those referred to in paragraph 2.1 to enable it to meet its obligations and provide reports and returns pursuant to regulations, directions or guidance applicable to the Buyer or as required by external agencies. Where the Supplier is reasonably able to produce such reports without significant effort or cost from records which it already maintains, or is required to maintain under this Call-Off Agreement, the Supplier shall produce such reports at the Buyer's request, within a reasonable period and without additional charge. Where the production of such reports requires the Supplier to keep additional records or to incur significant effort or cost, the Buyer's request shall be dealt with through the Change Control Procedure and the Buyer shall not be entitled unreasonably to withhold its consent pursuant to paragraph 5.1.2 of schedule 12 (Change Control Procedure) notwithstanding that the change will result in an increase in the Charges.

3 RECORDS

3.1 The Supplier shall retain and maintain all the records (including superseded records) referred to in Appendix 1 to this schedule:

- 3.1.1 in accordance with the requirements of the Public Records Office (PRO) and Good Industry Practice;
- 3.1.2 in chronological order;
- 3.1.3 in a form that is capable of audit; and
- 3.1.4 at its own expense.

The Supplier shall make these records available for inspection to the Buyer on request subject to the Buyer giving reasonable notice.

3.2 Wherever practical, original records shall be retained and maintained in hard copy form. True copies of the original records may be kept in hard copy or electronic form by the Supplier where it is not practicable to retain original records.

3.3 The Supplier shall, during the Call-Off Agreement Period and a period of at least six years following the expiry of termination of this Call-Off Agreement (or for such other period as required by Law), maintain or cause to be maintained complete and accurate documents and records in relation to the provision of the Services including but not limited to all records (whether in electronic format or otherwise) referred to in the Appendices to this schedule.

3.4 Financial records referred to in Appendix 1 shall be retained and maintained in safe storage by the Supplier for a period of at least seven years after the expiry or termination of this Call-Off Agreement.

3.5 Without prejudice to the foregoing, the Supplier shall provide the Buyer:

3.1.5 as soon as they shall have been sent to its shareholders in order to be laid before an annual general meeting of the Supplier, but not later than 130 Working Days after the end of any of the Supplier's financial years of which part or all of which falls during the Call-Off Agreement Period, the Supplier's audited accounts and if appropriate, of the consolidated audited accounts of the Supplier and, its associated companies (if any), in respect of that period, prepared in accordance with the Companies Act (2006) and generally accepted accounting principles and bases in the UK, consistently applied together with copies of all related directors' and auditors' reports and all other notices/circulars to shareholders.

APPENDIX 1

Records to be kept by the Supplier

In accordance with the provisions of paragraph 3 of this Schedule 15 the Supplier shall maintain the following records:

1. The Call-Off Agreement, its schedules and all amendments to such documents.
2. All other documents which this Call-Off Agreement expressly requires to be prepared.
3. Records relating to the appointment and succession of the Supplier Representative and each member of the Key Personnel.
4. Notices, reports and other documentation submitted by an expert.
5. All operation and maintenance manuals prepared by the Supplier for the purpose of maintaining the provision of the Services and the underlying ICT Environment and Supplier Equipment.
6. Documents prepared by the Supplier or received by the Supplier from a third party relating to a Force Majeure Event.
7. All formal notices, reports or submissions made by the Supplier to the Customer Representative in connection with the provision of Services.
8. All certificates, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services.
9. Documents prepared by the Supplier for the Buyer in support of claims for the Charges.
10. Documents submitted by the Supplier pursuant to accordance with the Change Control Procedure.
11. Documents submitted by the Supplier pursuant to invocation by it or the Buyer of the Dispute Resolution procedure under Schedule 8.
12. Documents evidencing any change in ownership or interest in the Supplier of five percent (5%) or more of the issued share capital of the Supplier and/or the Guarantor and all holdings of more than five percent (5%) of the issued share capital of the Supplier and/or the Guarantor.
13. Invoices and records related to VAT sought to be recovered by the Supplier.
14. Financial records, including audited accounts of the Supplier.
15. Records required to be retained by the Supplier by Law, including in relation to health and safety matters and health and safety files and all consents.
16. All documents relating to the insurances to be maintained under the Call-Off Agreement and any claims related to this Call-Off Agreement made in respect of them.
17. All other records, notices or certificates required to be produced and/or maintained by the Supplier pursuant to this Call-Off Agreement.
18. All journals and audit data referred to in Schedule 14 (Security)