



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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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.

Digital Marketplace service ID number	375347681454892
Call-Off Contract reference	██████████
Call-Off Contract title	Regulatory Platform Implementation Partner
Call-Off Contract description	The Care Quality Commission (CQC) require the services of an Implementation Delivery Partner to work with to deliver the Regulatory Platform programme. By providing the low-level designs, data migration activity from old systems to the regulatory platform, configuring the CQC functionalities and integrating with other CQC systems. CQC are to replace and consolidate the current systems and simplify and streamline end to end business processes.
Start date	20 June 2022
Expiry date	31 March 2023
Call-Off Contract value	£3,955,008.50 Exc. VAT £4,746,010.20 Inc. VAT
Charging method	Invoice – BACS
Purchase order number	Please see individual work package documents as a separate PO is raised against each WPD.

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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 Deliverables offered by the Supplier and defined in the Application.

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

From the Buyer	Care Quality Commission Buyer's main address: Floor 4, City Gate, Gallowgate, Newcastle upon Tyne NE1 4PA
To the Supplier	KPMG LLP ("KPMG") Supplier's phone: 0207 311 1000 Supplier's address: 15 Canada Square, Canary Wharf, London E14 5GL Company number: OC301540
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Head of Commercial

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Director

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 20 th June 2022 and is valid for 10 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for one period of 12 months by giving the Supplier at least three (3) months' written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 2: Cloud software
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<p>G-Cloud services required</p>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>Key implementation activities:</p> <ul style="list-style-type: none"> • Design of regulatory platform: high-level solution design, functional design and technical design. • Data architecture: design of proposed solution data model, enterprise content management (ECM) meta data model design. • Build, test and deploy the CQC business capabilities. • Data and document migration: migrating the data from the old CRM system to the new proposed solution (incremental). • Creating ECM meta data: migrating the documents from the CRM system to the new proposed ECM solution. • Security: establishing connection to the CQC Azure AD and establishing role-based access privileges and hardening the platform. • Integration with supporting systems. • Integrating with the intelligence tools (OBIEE) and data warehouse. • Training: end user and technical training. • Live support and operate. • Decommissioning: remove old software and hardware. <p>The Services shall be performed in accordance with the terms of each Work Package entered into between Supplier and the Buyer. Following the development and agreement of the requirements and principles which will be set out in the agreed and fully signed Work Package executed by the Parties, all subsequent Work Packages shall be created and agreed in accordance with these requirements and principles.</p> <p>The Buyer's acceptance criteria for all Deliverables and Milestones shall be set out in the relevant Work Package.</p> <p>The Parties acknowledge that the governance and service performance monitoring requirements are set out in Schedule 1.</p>
<p>Additional Services</p>	<p>Not Applicable</p>

Location	<p>The Services will be delivered to:</p> <ul style="list-style-type: none"> • Newcastle office – Floor 4, Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA. • London office – 2nd Floor, 2 Redman Place London, E20 1JQ. • Leeds office – 1st floor St Paul's House, Park square south, Leeds, LS1 2ND. • Remotely (KPMG staff will access systems from home) and/or • Workshops will be conducted either in person or virtually via Microsoft Teams or skype (or similar).
Quality standards	The Supplier will comply with any standards in the Call-Off Contract and (How Services will be delivered) section of the Framework Agreement, and with Good Industry Practice.
Technical standards:	The Supplier is to comply with all referenced technical standards provided by the Buyer in Schedule 1.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract shall be set out in the Work Packages, if relevant.</p> <p>The Supplier shall in delivery of the Services comply with the key performance indicators which are referenced in Schedule 1.</p>
Onboarding	Delivery and implementation in accordance with the requirements as specified in Schedule 1.
Offboarding	<p>The KPMG Exit plan provided in July 2021 is enclosed within Schedule 1.</p> <p>The offboarding plan for this Call-Off Contract is:</p> <p>The Supplier is required to ensure the orderly transition of the service from the Supplier to the Buyer and/or Replacement Supplier in the event of termination or expiry of contract;</p>

	<p>This section sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition which shall form the basis of the Exit Plan;</p> <p>The Supplier will, within three months after the award of the contract, deliver to the Buyer an updated Exit Plan which sets out the Suppliers proposed methodology for achieving an orderly transition of Services from the Supplier to the Buyer and/or its replacement Supplier on the expiry or termination of this contract;</p> <p>The Plan will comply with the requirements set out below:</p> <p>Within 30 days after the submission of the Exit Plan, the parties will user their respective reasonable endeavours to agree the contents of the Exit Plan.</p> <p>The Exit Plan should contain as a minimum:</p> <ul style="list-style-type: none"> • The management structure to be employed during both the transfer and cessation of the services. • A detailed description of both the transfer and cessation processes, including a timetable for transition of the Services to the Buyer and/or a Replacement Supplier.
Collaboration agreement	NOT USED
Limit on Parties' liability	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the total Call-Off Contract value.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

Insurance	<p>The 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 for each individual claim.
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 7 consecutive days.
Audit	The audit provisions under clause 7.4 to 7.13 in the Framework Agreement are hereby incorporated in this Call-Off Contract to enable the Buyer to carry out audits.
Buyer's responsibilities	Where applicable, Buyer Responsibilities are as set out in Schedule 1.
Buyer's equipment	The Buyer will not supply Buyer's equipment to the Supplier for this Call-Off contract unless and in the event there is a specific requirement for this.

Supplier's information

Subcontractors or partners	<ol style="list-style-type: none"> 1. KPMG Crimsonwing Limited (company number 03215568) whose registered address is at 15 Canada Square, Canary Wharf, London E14 5GL; and
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	2. KPMG India Services LLP whose registered address is at Lodha Excellus Apollo Mills Compound, N. M. Joshi Marg, Mahalaxmi Mumbai MH 400011 IN.
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Call-Off Contract charges and payment

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

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

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 invoice.
Who and where to send invoices to	Invoices will be sent to: Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane Wakefield West Yorkshire WF3 1WE
Invoice information required	All invoices must include the relevant Purchase Order number allocated by the Commercial Team Please note Invoices will be declined if they do not state the following address detail: Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane Wakefield West Yorkshire WF3 1WE
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £3,955,008.50 Exc. VAT and £4,746,010.20 Inc. VAT.
Call-Off Contract charges	The breakdown of the Charges are specified within Schedule 2.

Additional Buyer terms

Performance of the Service and Deliverables	<p>This Call-Off Contract will include the Exit and Offboarding plans within Schedule 1.</p> <p>The Performance of Service tasks to be completed will be contained within each individual Work Package documenting</p>
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	the Service Deliverable Description and associated Acceptance Criteria, Workstream Detail, Owner of deliverable and Milestone Due date.
Guarantee	Not Applicable
Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that:</p> <p>The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice;</p> <p>The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services;</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form;</p> <p>The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier; and</p> <p>The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.</p>
Supplemental requirements in addition to the Call-Off terms	<p>1. The Parties agree that the following definitions shall apply to this Call Off Contract and the Supplier Terms (to the extent used in the Supplier Terms or alternative clauses section described in this Order Form):</p> <p>Achieve means in respect of a test, to successfully pass such test without any test issues in accordance with the 'test plan', as set out in the relevant Project Plan and in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.</p> <p>Implementation Code means the software developed and updated from time to time to time by the Supplier specifically for purpose of achieving the Deliverables unique to the Buyer and</p>

	<p>to enable the Buyer to deploy and manage the Deliverables in life.</p> <p>Milestone means any milestones agreed in a Work Package, which must be completed by the relevant Milestone Date;</p> <p>Milestone Achievement Certificate means the certificate granted by the Buyer when the Supplier has Achieved a Milestone or a test.</p> <p>Milestone Date means the target date set out against the relevant Milestone in the relevant Work Package by which the Milestone must be Achieved.</p> <p>Product Vision means an outline to which the Services and Work Package relate, describing the Buyer's goals, targeted benefits and overall focus, as set out in Appendix 1 of Schedule 1.</p> <p>Rectification Plan means the plan produced to rectify a material default or issue in connection with delivery of the Services.</p> <p>Source Code means the source code of the software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Buyer's development personnel to understand, develop and maintain that software.</p> <p>Ways of Working means the ways of working document which shall be agreed and developed as a Deliverable in the first Work Package executed by the Parties.</p> <p>Work Package means any agreement executed by the Parties under the terms of the Call Off Contract, under which the Supplier shall supply Services to the Buyer. Each Work Package shall include without limitation details of all relevant Milestones, Milestone Dates, acceptance criteria, test plans, user acceptance testing, a project plan.</p> <p>2. The Parties agree that the following provisions shall apply to this Call Off Contract:</p> <p>(a) The Parties acknowledge and agree that the Services shall be delivered by the Supplier in a series of Work Packages.</p>
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	<p>(b) The Parties further acknowledge that the Product Vision provides an overarching framework for each applicable Work Package.</p> <p>(c) The Parties agree that they shall perform their roles, responsibilities, obligations and duties in a manner consistent with the Product Vision and, as far as reasonable to do so, which maximises the potential for attaining the goals outlined in the Product Vision.</p> <p>(d) Once the Ways of Working have been agreed and approved by the Buyer (as a final Deliverable), this shall apply for the duration of the Term.</p> <p>(e) Each Party shall comply with their respective obligations set out in the Ways of Working in respect of delivery of the Services.</p> <p>(f) A Work Package and accompanying change request shall not be valid unless signed by either Tracey Forester Programme SRO, Mark Sutton Chief Digital Officer or Kirsty Shaw Chief Operating Officer acting on behalf of the Buyer and Matthew Payne – Solutions Director acting on behalf of the Supplier.</p> <p>(g) Once a Work Package has been executed by the Parties,</p> <ul style="list-style-type: none"> a. each party shall comply with their respective obligations under the Work Package; and b. the Supplier shall perform the Services and supply the Deliverables in accordance with the Work Package. <p>3. If delay payments have been included in the Work Package and a Milestone has not been Achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such delay payments (calculated as set out by the Buyer in the Work Package) and the following provisions shall apply:</p> <p>(a) the Supplier acknowledges and agrees that any delay payment is a price adjustment and not an estimate of the loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;</p>
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	<p>(b) delay payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where the Buyer is otherwise entitled to in this Call Off Contract; and</p> <p>(c) the delay payments will accrue on a daily basis from one Working Day after the relevant Milestone Date until the date when the Milestone is Achieved.</p> <p>4. In the event the Supplier fails to meet the service level, the Supplier shall pay the service credits as detailed in the relevant Work Package.</p> <p>5. Without prejudice to any other right or remedy of the Buyer howsoever arising, if the Supplier commits any default of this Call Off Contract and the default is a material default that is capable of remedy (and for these purposes a material default may be a single material default or a number of defaults or repeated defaults which taken together constitute a material default) the Buyer may instruct the Supplier to provide a Rectification Plan;</p> <p>6. Where the Buyer has instructed the Supplier to produce a Rectification Plan, the Supplier shall within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions submit a draft Rectification Plan to the Buyer for it to review.</p> <p>7. The draft Rectification Plan shall set out:</p> <p>(a) full details of the default that has occurred;</p> <p>(b) the actual or anticipated effect of the default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the default (if rectifiable) and to prevent such default from recurring, including timescales for such steps and for the rectification of the default (where applicable).</p> <p>8. The Supplier shall then immediately start work on the actions set out in the Rectification Plan.</p> <p>9. In addition any other rights available to the Buyer under this Call Off Contract, if the Supplier fails to deliver the Services in accordance with this Call Off Contract, the Buyer shall be entitled to the remedies set out in the relevant Work Package which may include without limitation re-testing,</p>
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	<p>further remediation planning, termination rights for the Buyer, service credits and delay payments.</p> <p>10. The Supplier shall be responsible for identifying and notifying the Buyer of any change requirements to the Services. Any such changes shall only be made as a Variation, unless a different process is agreed in accordance with the change procedure and terms agreed in the Ways of Working.</p> <p>11. The Parties acknowledge and agree that:</p> <ul style="list-style-type: none"> (a) the respective roles and responsibilities, level of dedication to deliver the Services and (where appropriate) criteria concerning requisite skills, experience and qualifications of the Supplier's project team are specified in Schedule 1 (Project Team); and (b) timely and successful completion of the Services and each Work Package depends on continuity of personnel in the roles of the Project Team members. <p>12. The Supplier shall not remove or replace any member of the Project Team without notifying the Buyer in writing.</p> <p>13. Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Call Off Contract.</p> <p>14. The Parties agree to amend the Definitions section of the Supplemental requirements in addition to the Call Off terms section of the Call Off Order Form by inserting the following new definitions:</p> <ul style="list-style-type: none"> (a) Core Team means the individuals specified to carry out the Roles required to deliver the Services and/or Deliverables in each Work Package. (b) Roles means the roles and expertise of the Supplier Staff required to perform the Services and supply the Deliverables to achieve the Product Vision. <p>15. The Parties agree to amend the Definitions section of the Supplemental requirements in addition to the Call Off terms section of the Call Off Order Form by deleting the definition of Work Package and replacing it with the following:</p>
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	<p>(a) Work Package means any agreement executed by the Parties under the terms of the Call Off Contract, under which the Supplier shall supply Services to the Buyer.</p> <p>New paragraphs 2.(h) and 2.(j) shall be added to section 2 of the Supplemental requirements in addition to the Call Off terms section of the Call Off Contract Order Form:</p> <p>2.(h) Each Work Package shall include:</p> <ul style="list-style-type: none"> a. details of all relevant Milestones, Milestone Dates, acceptance criteria, test plans, user acceptance testing, a project plan; and b. details of the Core Team that will deliver the Services. <p>2.(j) Where the Parties have agreed to provide Services under a Work Package on a time and material basis, each Work Package must specify:</p> <ul style="list-style-type: none"> a. the names of each member of the proposed Core Team for the relevant Work Package; and b. the anticipated time spent for each member of the Core Team to perform the Services and supply the Deliverables under the relevant Work Package. <p>(i) The Parties acknowledge and agree that the Core Team shall be the only persons permitted to perform the Services under a Work Package. The Supplier shall not be entitled to swap or use any alternative Supplier Staff to deliver the Services under the relevant Work Package without obtaining the prior written consent of the Buyer.</p>
Alternative clauses	<p>In this Call-Off Contract the following alterations to the terms in G-Cloud Supplier Terms will apply:</p> <ol style="list-style-type: none"> 1. The Parties agree that the following definition should be added: <p>“Buyer Material means all materials and documents belonging to the Customer, which are provided to the Supplier specifically for the use in delivery of Services.”</p> 2. The Parties agree that clause 2.3 shall be deleted and replaced with:

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

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

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

4. The Parties agree that the definition for KPMG Persons set out in clause 4.2 of the Supplier Terms shall be deleted and replaced with:

“KPMG Persons means the Supplier and sub-contractors identified in the Order Form.”

5. Clause 5.4 shall be deleted and replaced with:

“The Supplier shall be required to perform the Services so as to deliver the Milestones and Deliverables by the

	<p><i>Milestone Dates and such other dates agreed in the relevant Work Package.”</i></p> <p>6. Clause 6.4 of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“We may rely on any instructions, requests or information supplied, orally or in writing, by any person whom is listed on the Order Form as having your authority to communicate with us for the purposes of the Call-Off Contract. We may at your request send documents to an electronic storage facility hosted or controlled by you or at your direction, in which event you shall be responsible for security and confidentiality at such facility.”</i></p> <p>7. Clause 10.5 of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“you will as soon as reasonably practical tell us about any security breach of our Confidential Information and will keep a record of those breaches. You will take the necessary steps to recover this information. You will co-operate with us in any investigation into the breach that we consider is necessary.”</i></p> <p>8. Clause 10.9. of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“you will as soon as reasonably practical notify us of any breach of security of our Confidential Information and you will, where the breach occurred because of your default, recover our Confidential Information however it may be recorded.”</i></p> <p>9. Clause 10.7 and 10.8 of the Supplier Terms shall be interpreted by the Parties to relate only to the list of systems which have been agreed by Customer in writing as being required to perform the Services.</p> <p>10. Clause 12.2 shall be deleted and replaced with the following:</p> <p><i>“The Supplier acknowledges and agrees that the Customer will own all Deliverables produced by the Supplier.”</i></p> <p>11. Clauses 13.3 and 13.5 shall be deleted and replaced with the following:</p>
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“13.3 Subject to clause 13.5, the Customer shall indemnify the Supplier from and against all Losses incurred from any claim of infringement or alleged infringement of a third party's IPRs because of:

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

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

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

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

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

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

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

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

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

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

	<p>12. Clause 19.1(b) of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“a sum for any Services performed prior to the effective date of termination which have not previously been invoiced by us and that the Supplier is entitled to raise an invoice in accordance with the terms of this Call Off Contract. This sum shall be calculated using our rate card and shall be subject to production of reasonable evidence of the work done (provided that this shall not exceed any relevant Charges which have been agreed for the work in question);</i></p> <p>13. Clause 19.1(b) (iii) of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“where this Call Off Contract has been terminated by the Customer for convenience in accordance with clause 18.1 of the Call Off terms and conditions, a sum in respect of demobilisation of those Supplier Staff engaged in providing the Services; and”</i></p> <p>14. Clause 19.1(b)(iv) of the Supplier Terms shall be deleted and replaced with:</p> <p><i>“where this Call Off Contract has been terminated by the Customer for convenience in accordance with clause 18.1 of the Call Off terms and conditions, the Customer shall pay the Supplier costs which relate to amounts that the Supplier has committed to pay (or have paid) to other third party suppliers in connection with the delivery of Services under a Work Package which would not have been incurred had the Call-Off Contract and/or the Services continued until its natural expiry and the Supplier can show that the costs are not reasonably avoidable and not reasonably capable of recovery.”</i></p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>1. The parties agree that the definition of Deliverable shall be deleted and replaced with the following:</p> <p><i>Deliverable(s)</i> means any feature or item in the supply of Services which is to be delivered by the Supplier at or before a Milestone Date, which includes object code and Source Code versions. The parties agree that key Deliverables shall be identified in each Work Package.</p>

2. The parties agree that the following definitions shall apply to this Call Off Contract:

Implementation Code means the software developed and updated from time to time to time by the Supplier specifically for purpose of Achieving the Deliverables unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables in life.

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

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

4. A new clause 11.9 shall be added to the Call Off terms and conditions, as follows:

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

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

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

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

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

	<p>7. A new clause 11.12 shall be added to the Call Off terms and conditions, as follows:</p> <p><i>“The Supplier shall procure that its Personnel, subcontractors and its subcontractors' personnel shall unconditionally and irrevocably waive all of their moral rights described in Chapter 4 of Part 1 of the Copyright Designs and Patents Act 1988 (or any similar or equivalent legislation anywhere in the world) in respect of the Deliverables. The Supplier shall provide copies of any waivers to the Buyer, on request.”</i></p> <p>8. A new clause 2.4 shall be added to the terms and conditions within the G-Cloud 12 KPMG Supplier Terms, as follows:</p> <p><i>“We will without charge and for a period of 30 days commencing from the corresponding go-live date (being the date when the relevant implementation Deliverables under this Call-Off Contract are first available for use in a production environment by your end users (other than for the purpose of testing)) diagnose and correct Defects (each a “Warranty Period”). This is your only remedy for Defects and you agree that on-going support and maintenance services in respect of the Services and any Deliverable will not be provided after the end of the relevant Warranty Period unless agreed and documented in the Order Form (or agreed pursuant to a separate Call-Off Contract). “Defects” means an error in a Deliverable which causes it to fail to comply substantially with an agreed specification or requirement detailed in the Order Form.”</i></p>
Public Services Network (PSN)	Not Applicable
Personal Data and Data Subjects	Annex 1 of Schedule 7 applies.

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 RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Call-Off Contract Signatures

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

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

Authorised Signatory:

SIGNED for and on behalf of **KPMG LLP**

Authorised Signatory 1:

Authorised Signatory 2:

Schedule 1: Services

The schedule 1 section contains the Implementation Partner Statement of Requirements detail that was issued to the shortlisted suppliers in order to obtain the G Cloud 11 clarification response. Accompanied by the Regulatory Platform overview slides and the clarification questions raised by the suppliers during the clarification stage and the supporting answer response detail.

Although the below clarification of requirements process was completed via the G Cloud 11 framework the same principles apply under this new G Cloud 12 Call-Off agreement.

CQC Clarification Document title - G Cloud 11 Clarification Statement of Requirements

For the Provision of Regulatory Platform Implementation Partner Under Crown Commercial Service Framework - G-Cloud 11 (RM1557.11) - CQC reference: ICTC 853

1. Regulatory Platform Programme Overview

The attached regulatory platform programme overview slides – **Appendix 1** provides the following areas of detail:

- CQC Overview
- Regulatory platform programme overview
- High level timeline
- Programme actions completed to date
- High level implementation delivery activities
- Current functional & application architecture overview
- Proposed regulatory platform functional & application architecture overview
- High level product set that will form the regulatory platform
- High level delivery approach & business capabilities
- CQC Core programme team
- Team ways of working
- Detail of systems in scope
- CRM interfaces
- CQC vision for data
- CQC data principles

1a. Developing scenario - online/offline inspection App

One of the new functions the Buyer are planning to introduce as part of the Regulatory Platform programme is an 'online/offline' inspection process.

High level process:

Current state: Currently inspections are carried out by a manual paper based process, which results in productivity loss and a lot of data issues in the systems due to manual data entries.

To-be state: Design/build **offline**-enabled mobile app (Surface pro device) for performing the online inspection process. As part of the inspection process, Buyer asks following 5 key questions.

1. Are they safe?

2. Are they effective?
3. Are they caring?
4. Are they responsive to people's needs?
5. Are they well-Led?

Each of five key questions are broken down into further questions depending on provider type and Line of business within the Buyer.

The Inspection app should be able to provide digitalised template/forms depending on the Buyer line of business and able to provide data capture capabilities including pictures (evidence gathering and storage).

Output of the Inspection App will enable the next stage process - Report writing/ Reviews /Approvals to publish the final report.

Scope of the Inspection App: Design/Build the App for Data/Evidence capture to enable the reporting writing function.

Technology: Dynamics 365 (Customer Service module) & (Power Platform)

2. Implementation timescales

Please find below the high-level timescales regarding the programme:

- The Buyer Discovery work is due to be completed by the end of March 2020.
- The implementation delivery phase is envisaged to commence in April 2020 and be complete by April 2022.
- The decommissioning phase is envisaged to be completed within 6 months post the implementation phase.

3. Security requirements

Please find below the Implementation Partner security requirements:

Security Checks - Validation of security checks are required to be completed for all of the Partner programme employees.

Accreditation - The appointed Delivery Partner must be an ISO27001 and Cyber Essentials accredited organisation and shall also be demonstrably capable of holding data up to and including OFFICIAL SENSITIVE.

Data Centre – All data must be processed and stored within a data centre based within the United Kingdom.

Data Transfer - All the Buyer data transferred outside of the organisation shall be transferred using secure file transfer (SFTP or similar).

4. Contract Management

The Buyer will:

- Appoint a contract manager to oversee the performance and liaise with / report to the appointed supplier contract manager on all matters relating to the contract.
- Appoint a project lead to work and liaise with / report to the project manager on all day to day activities relating to the contract.
- Provide clear briefs to the appointed supplier on requests in a timely manner.
- Pay accurate and valid invoices in a timely manner.
- To hold performance reviews and contract management meetings on regular basis as agreed with the appointed Supplier.

The appointed Supplier will:

1. Appoint a contract manager to oversee the performance and liaise with / report to the Buyer's contract manager.
2. Appoint a dedicated project manager, to act as key point of contact, to work and liaise with / report to the Buyer's project lead on all day to day activities relating to the contract.
3. Attend any project meetings and problem-solving sessions regularly as agreed and required by the Buyer's contract manager / project lead.
4. Provide regular updates / progress reports of delivery (the format and frequency of reporting will be agreed at the outset of the contract between the appointed supplier and the Buyer, but it should cover overall progress against all project deliverables, risks to plan and mitigating actions, issues and escalations and project budget tracking).
5. Provide monthly in arrears accurate and timely invoicing upon satisfactory delivery of required output.

Contract Management:

- To meet all the project requirements of the Buyer as detailed in the clarification response.
- Perform quality assurance on all aspects of the programme to meet agreed service levels. The supplier is required to ensure that there is sufficient personnel and other resources to deliver the work packages on time to the quality standards required and to budget.
- Identify opportunities for continuous improvement to the quality and efficiency of the delivery of the service.
- The selected supplier will be expected to attend a post contract review to consider whether the objectives of the contract were met; to review the benefits achieved; and to identify any lessons learnt for future developments of the project and training sessions for users for knowledge transfer.

Key Performance Indicators (KPI's):

A clear set of KPIs will be developed along with a detailed outline of required works, with agreed deadlines and quality standards to enable clear and robust management of the awarded contract.

5. Length of Contract

The initial contract term will be a period of up to 24 months, a Work Package will be issued against this Contract to call off requirements which will include outputs and deliverables for each sprint. A Change Control Notice will be created if any changes to outputs and deliverables are required.

The contract will have the option to be extended by 2 x 12 month periods giving a maximum term of 48 months.

Please note that the appointed Implementation partner must provide a robust exit plan prior to the Buyer placing any order or Work Package under this contract. The exit plan is required to contain details for offboarding including plans for the transfer of knowledge, skills and any appropriate material from this activity back to the Authority or a new Contractor during and at the end of the contract.

6. Knowledge Transfer

The appointed delivery partner is required to upskill and undertake a knowledge transfer period of a minimum of one month before rolling off the contract.

Any changes to the appointed supplier service delivery core team must be agreed with the Buyer and a full knowledge transfer completed where required.

At the end of each sprint a sufficient knowledge transfer will be required. The knowledge transfer duration will be dependent on the length of the sprint for example if the sprint is 3 to 4 weeks we would expect a 1 day minimum knowledge transfer.

7. Location

The services will be delivered to the Buyer staff primarily based in the Buyer London, Leeds and Newcastle offices, please find below relevant location address detail:

London office – 151 Buckingham Palace Road, London, SW1W 9SZ.

(Please note in March 2021 the London office will be moving from Buckingham Palace Road to Stratford East London within the International Quarter S9 Building.

Leeds office – 1st floor St Paul's House, Park square south, Leeds, LS1 2ND.

Newcastle office – Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.

8. Clarification questions

Suppliers are asked to answer eight clarification questions, please complete and return **Appendix 2 – Clarification Questions Response template**.

9. Pricing Schedule

Please complete and return **Appendix 3 Pricing Schedule**, please confirm your relevant G Cloud 11 catalogue pricing by inserting the requested breakdown of costs into the various worksheets within the attached pricing spreadsheet.

Please note the pricing schedule requests for a full breakdown of the following two cost elements:

- Worksheet 1 – Daily rate card costing
- Worksheet 2 – Inspection app development scenario costing

Please ensure both Worksheet 1 & 2 are fully completed prior to return, please read and follow the numbered considerations stated at the top of each worksheet. All prices shall be stated in pounds sterling and exclusive of VAT.

Daily rate card costing

Please note for worksheet 1 only the **Total Location Onshore Daily Rates (cell E34)** will be scored. The requested rates for location near shore and off shore are for information purposes only. Please ensure a rate is provided for all requested roles.

Please note the daily volumes provided against each of the onshore roles are not fixed for the programme, the volumes provided are simply indicative for evaluation purposes.

Inspection app development scenario costing

Please note for worksheet 2 the **Total Inspection App Scenario Solution** cost will be scored. Please ensure a cost is provided for the four requested elements - Design, Build, Test & Deploy.

Please insert any additional costs and accompanying item description.

10. Evaluation Criteria and Scoring

Please note the clarification response will be evaluated using the evaluation criteria stated within the below table:

Cost (20% Weighting) – Appendix 3		20%
Pricing Offering:	Pricing Sub Criteria Weighting	
Pricing Schedule Spreadsheet Response – Appendix 3: <ul style="list-style-type: none"> Worksheet 1 – Resource Rate Card - 75% of this score Worksheet 2 – Inspection App Development Scenario - 25% of this score. 	100%	
Technical Merit (Quality) Evaluation (80% Weighting)		80%
Service Offering:	Quality Sub Criteria Weighting	
Project delivery clarification response – ability to meet project delivery requirements Clarification Response Form – Appendix 2: <ul style="list-style-type: none"> Programme delivery approach Implementation Plan - 20% of this score. Programme Commercial Approach - 10% of this score. Relevant Experience - 20% of this score. Third Party Integration - 10% of this score. Training - 10% of this score. Resourcing Delivery Team - 10% of this score. Resourcing Mechanisms - 10% of this score. Developing inspection App - 10% of this score. 	100%	
Total Weighting		100

Please note potential providers Technical response which gain an overall maximum score of 50% or less, could be excluded from further consideration at the Authorities discretion.

Please note the following formula will be used to evaluate all price submissions:

$$\text{Price score} = \frac{\text{Lowest rate}}{\text{Tendered rate}} \times 100$$

The bidder that submits the lowest price achieves 100%.

All other price submissions are then weighted against the lowest price submission and then calculated as a percentage weighting.

Please note the technical clarification response will be scored using the scoring grade rationale stated within the below table:

Service Offering Scoring Scheme

Grade label	Grade	Definition of grade	% of Score Available
Unacceptable	0	The response has been omitted, or the Tenderer proposal evidences inadequate (or insufficient) delivery of the requirement.	0%
Weak	1	The Tenderer proposal has merit, although there is weakness (or inconsistency) as to the full satisfaction of the delivery requirement.	25%
Satisfactory	2	The Tenderer proposal has a suitable level of detail to assure that a satisfactory delivery of the service requirement is likely.	50%
Good	3	The Tenderer proposal has evidenced a level of understanding that assures there will be desirable value-add within the solution or superior and desirable (time or quality) delivery outcomes.	75%
Excellent	4	The Tenderer proposal evidences significant levels of understanding and offers an innovative solution that includes desirable value-add to the Authority.	100%

12. Contractual Terms and Conditions

The G Cloud 11 Call off Contract template will be used as the contractual agreement for this project. The Buyer Insurance levels and GDPR requirements can be found within the pre-populated Contract template, please see **Appendix 4** attached.

13. Clarification Questions & Completed Response

Please submit all clarification questions that you may have during this clarification procurement process to the following e-mail address [REDACTED]

All clarification questions raised will be recorded via a Q&A log and all questions and answers will be shared with all bidders to ensure a fair and transparent process.

In order for your Clarification Response to be evaluated on a “like for like” basis, please kindly complete and return the following documents by the stated deadline to the following e-mail addresses [REDACTED] and [REDACTED]

- **Appendix 2** - Implementation Partner Clarification Response Form
- **Appendix 3** - Pricing Schedule Spreadsheet

**CQC Clarification Document title - Clarification Statement of Requirements –
Appedix 1 Regulatory Platform Programme Overview**



Appendix 1 - Regulatory Platform
Programme Overview

About the Care Quality Commission

The Care Quality Commission (CQC) is the independent regulator of health and social care in England

Our purpose: We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care to improve.

Register	Monitor, inspect and rate	Enforce	Independent voice
We register health and adult social care providers.	We monitor and inspect services to see whether they are safe, effective, caring, responsive and well-led, and we publish what we find, including quality ratings.	We use our legal powers to take action where we identify poor care.	We speak independently, publishing regional and national views of the major quality issues in health and social care, and encouraging improvement by highlighting good practice.

Our Values

- Excellence: Meeting our challenge to be a high-performing organisation
- Caring: Treating everyone with dignity and respect
- Integrity: Demonstrating our passion for 'doing the right thing'
- Teamwork: Enabling us to be the best we can be



2

CQC Overview (cont'd)

Our Strategy

Our Strategy 2016-2021 sets out our vision for quality regulation in 2021.

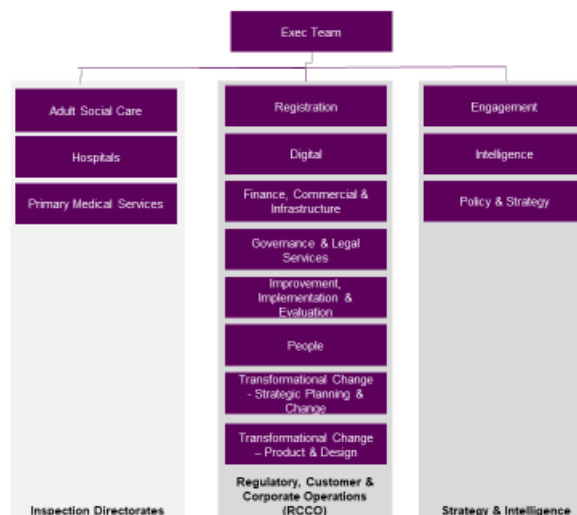
It sets out our aim of developing a more targeted, responsive and collaborative approach to regulation so more people get high quality care.

We have four strategic priorities:

1. Encourage improvement, innovation and sustainability in care
2. Deliver an intelligence-driven approach to regulation
3. Promote a single shared view of quality
4. Improve our efficiency and effectiveness

[Shaping the future: our strategy for 2016-2021](#)

Our Structure



3

A Summary

Our current core regulatory business systems, which include CRM, inspection scheduling (Cygnium) and report ratings publication (Secure Digital Publisher), are holding back the business.

There is a significant number of business processes captured in these systems which are extremely inefficient. This leads to inaccurate reporting, little or no collaboration between users and data quality, duplication, loss, retention and disposal issues.

To truly deliver change and efficiencies, a significant business change programme is required. We will re-engineer business processes to deliver a transformation in the user experience and dramatically improve our efficiency. To enable this, we will leverage new technology which will also address challenges associated with the current systems including performance and reliability issues, frustrating to use, difficult to maintain and lacking in innovation. New technology will deliver the quality data and analytics needed to enable us to become a truly intelligence-driven regulator.

Programme Objectives

The overall programme objective is to migrate away from Siebel CRM, SDP and components of Cygnium, by introducing a new Regulatory platform. The specific objectives that sit beneath this are:

- Address the technical problems that constrain users such as the performance and capacity of the CRM, Cygnium and SDP systems
- Ensure that data is captured consistently, and is accessible and 'managed' in order to support the work of Data Analysts, Inspectors and others
- Provide the functionality essential to support the different teams, users and business processes within CQC, ensuring better user experience
- Enhance operational efficiencies through simplified and automated business processes
- 'Future-proof' systems, allowing modifications to be made in response to changes in Policy and Operations and other user requirements (the system will need to be flexible enough to adapt to the changes in which we regulate)
- 'Open standards' systems to avoid vendor lock-in and allowing seamless integration with other systems

4

Regulatory Platform Programme Overview (cont'd)

Current System Challenges

- Unreliable
- Inconsistent / inefficient business and system processes
- Data duplication, errors and gaps
- No "one" version of the truth
- Difficult to find things
- Poor integration
- Not easy to collaborate
- Manual retention and disposal
- Difficult to maintain

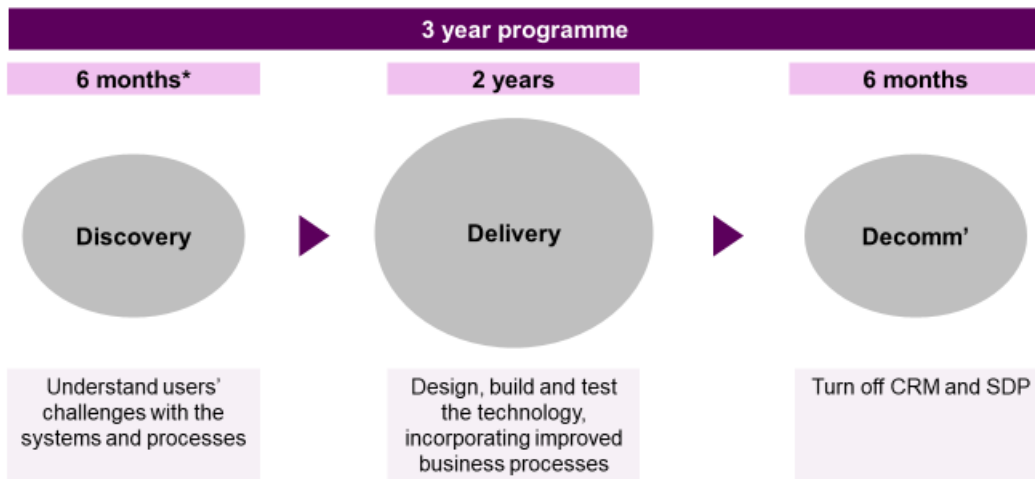
High-level Scope

This programme will simplify the end to end CQC staff journey to deliver the regulatory services by creating a new regulatory platform.

A new regulatory platform will be created by consolidating the current systems (Siebel CRM, Cygnium and SDP). This will optimise business process functionality by protecting business value and streamlining the end to end business process by consolidating the three systems into a single regulatory platform.

However, for Cygnium, this programme only considers inspection staff scheduling and resource planning capabilities, replacing the complete Cygnium capabilities is out of scope.

5



*Due to complete March 2020

6

Programme so far to date

The Programme team are currently in a 6 month Discovery (due to complete end of March 20) which includes the following:

- Business Case and approval for the programme
- Build and recruit the team
- Set-up the programme including governance and understanding our risks and dependencies
- Learn from other organisations
- Document high level business requirements
- Map our as-is business processes
- Understand the current challenges and how users interact with the systems
- Understand where we can improve our processes
- Procure Delivery Partner
- Product selection and procure software licenses
- Develop an implementation plan (sequencing our business capabilities)
- Business-wide engagement
- Develop data migration strategy
- Complete gap analysis between Siebel and Microsoft Dynamics 365



7

The delivery partner will deliver the regulatory platform by:

- Providing the low-level designs
- Data migration activity from the old systems to the regulatory platform
- Configuring CQC functionalities
- Integrating with other CQC systems

Example delivery partner roles:

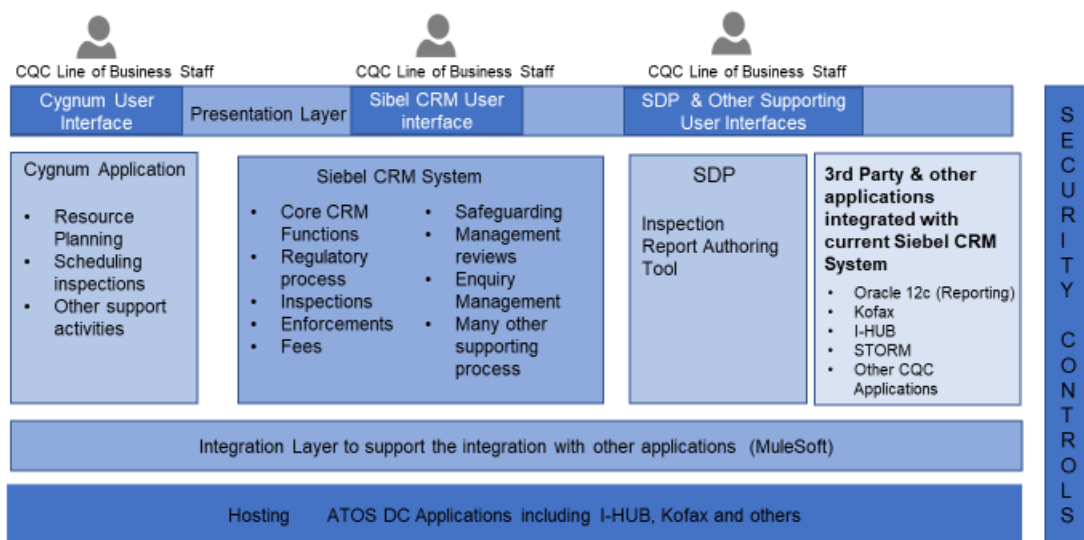
- Architects
- Functional consultant
- Lead Developer
- Developer
- ETL Developer
- QA Engineer
- Security admins

Key implementation activities:

- Design of regulatory platform: high-level solution design, functional design and technical design
- Data architecture: design of proposed solution data model, enterprise content management (ECM) meta data model design
- Build, test and deploy the CQC business capabilities
- Data and document migration: migrating the data from the old CRM system to the new proposed solution (incremental)
- Creating ECM meta data: migrating the documents from the CRM system to the new proposed ECM solution
- Security: establishing connection to the CQC Azure AD and establishing role-based access privileges and hardening the platform
- Integration with supporting systems
- Integrating with the intelligence tools (OBIEE) and data warehouse
- Training: end user and technical training
- Live support and operate
- Decommissioning: remove old software and hardware

8

As-is functional and application architecture overview



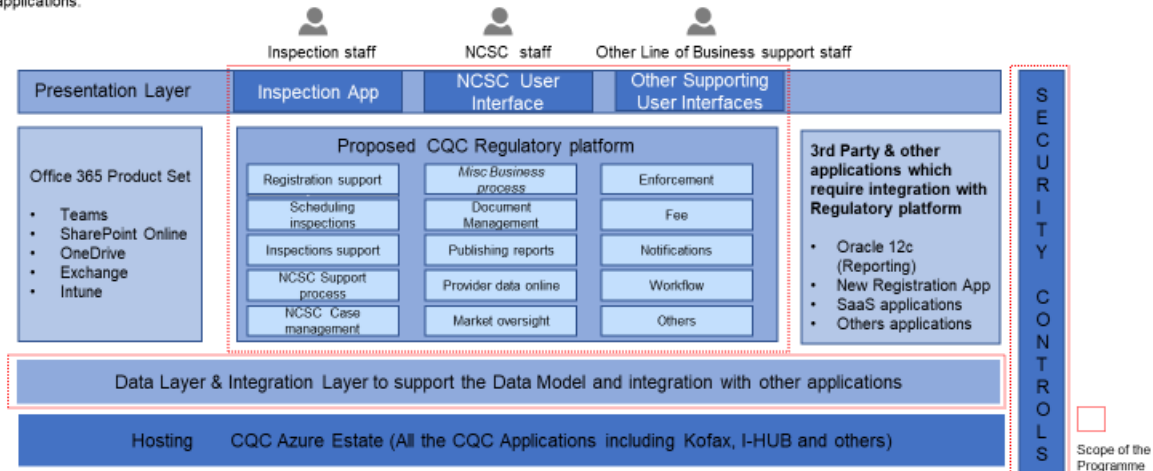
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Proposed to-be Regulatory Platform functional and application architecture view



The proposed regulatory platform provides consistent and intuitive user experience to CQC staff to deliver end to end services and removes pain points in the current services. Along with 15 Core and supporting business capabilities multiple user interfaces will be developed on top of the regulatory platform including the inspection App. All of the user interfaces will be accessed from the CQC end user devices.

To minimise the integration costs and reduce the integration delivery time, Regulatory platform will leverage the current MuleSoft ESB to integrate with other CQC applications.

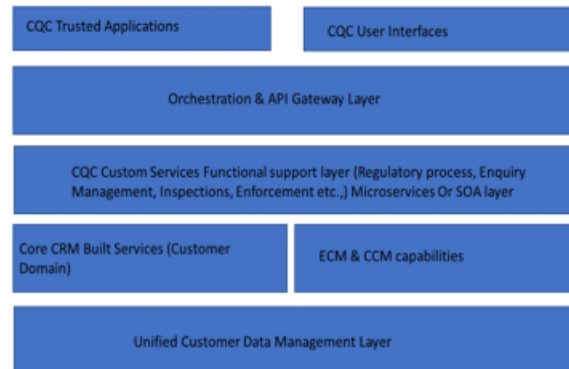


10

High-level to-be product level RP reference architecture and product set that will form the Regulatory Platform



- **CRM COTS package:** CQC Regulatory activities (considering Dynamics 365)
- **ECM COTS package:** Correspondence handling, Document & Record management etc., (re-use existing SharePoint online)
- **BPM/ Workflow Engine:** To create and manage end-to-end workflow use either CRM or ECM product
- **API Gateway/ESB:** Integrate all other systems with Regulatory platform (Orchestration, AAA, throttling etc., re-use existing MuleSoft ESB)
- **CCM (Customer communication management):** Delivered as part of the ECM Module to implement the SDP Functionalities (re-use existing SharePoint online)



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High-level delivery approach and business capabilities as part of proposed regulatory platform



A platform-based approach has been adopted to deliver the programme. The programme primarily delivers the following four technical components to build the proposed regulatory platform:

1. **Intuitive & Consistent user interfaces:** cohesive user interfaces, that will help CQC staff to interact with regulatory platform.
2. **Core CRM:** a new customer relationship management system used for collecting and managing information about an organisations contracts and customers
3. **Case Management system:** used to define workflows for different types of jobs and to automate process, alerts and status updates
4. **Document Repository:** a system used to manage the end to end life cycle of incoming and outgoing documents

All the required 15 business capabilities and supporting cross functional business capabilities will be developed on the proposed regulatory platform.

Each business capability comprises of supporting business process, line of business, technology and data will inform the back-log user stories to build the capability.

12

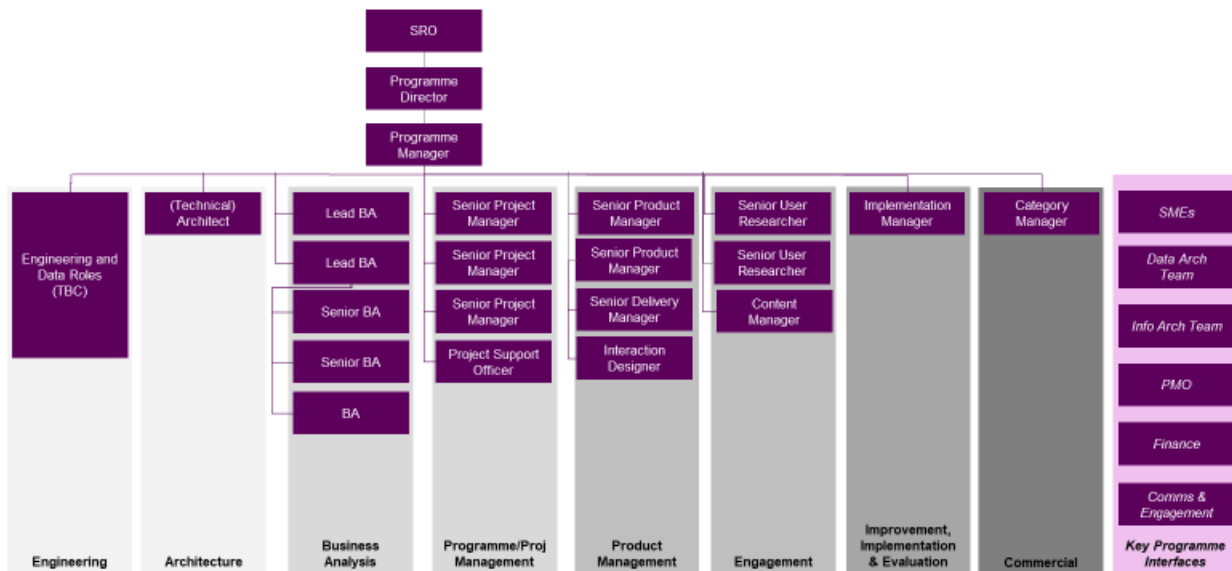
High-level delivery approach and business capabilities as part of proposed regulatory platform (cont'd)



Business Capabilities

- | | |
|---|---|
| • Registration process | • Portfolio and relationship Management |
| • Scheduling inspections | • Document storage, Management, incoming and outgoing document handling process |
| • Inspections Adult Social Care, Hospitals Primary Medical Services Support process | • System notification process |
| • National Customer Service Centre (NCSC) supporting business process | • Publishing reports |
| • Case Management system (NCSC) | • Building the online/offline inspection app |
| • Misc. Business process & Workflows | • Provider data online |
| • Enforcement | • Market oversight |
| • Fees | |

13



15

Regulatory Platform Programme Team Ways of Working

Communicate	Collaborate	Measure our work
<ul style="list-style-type: none"> Stands ups (current frequency works) Monthly 121 programme meeting (rotating locations) Via MS Teams BA Stand up Consider where number of meetings and/or attendance at meetings can be managed to avoid repetition Consider retros when move into next phase 	<ul style="list-style-type: none"> Carry on great team behaviours including supportive culture, enthusiasm and commitment Continue to bounce ideas off each other Where roles are dispersed across locations, consciously include people in discussions Consider peer reviews – across team, across functions Work on things together (multi disciplinary) Avoid silo working Show and tell within the team (e.g. at checkpoints) to promote transparency and celebrate achievements Develop further when in next phase 	<ul style="list-style-type: none"> Assurance reviews Define and agree 'done' and 'ready' Undertake peer reviews – internal and external to the programme Stakeholder management – relationships and feedback The perception of the programme – what users are saying about us To cost, time and quality Wider government, engagement and positioning programme within broader context (including lessons learned)
Provide feedback	Make decisions	Recognise one another
<ul style="list-style-type: none"> Direct to individual (don't need to be hierarchal) F2F or video Be mindful Choose the right setting and time Ongoing discussion – don't bottle things up Shout if experiencing any challenges including wellbeing, capacity and problem solving 	<ul style="list-style-type: none"> Business involvement SME input Technical oversight Right people 'in the room' Consider dependencies across portfolio and wider CQC Be solution focused Relate back to scope, programme outcomes, programme benefits, and our values 	<ul style="list-style-type: none"> Recognition – 'Programme Wall' At Away Day – shout about successes as well as next steps Use retros Celebrate at key milestones Get together at key celebrations throughout year, e.g. Christmas
Handle conflict	Prioritise work	Wellbeing
<ul style="list-style-type: none"> No egos Offer healthy challenge - critical friend role Build relationships Use frameworks to remove emotion (evidence based decisions) Manage requests and expectations, 'no, but...' Consider 'recognise one another' ways of working in tandem Consider 'provide feedback' ways of working 	<ul style="list-style-type: none"> BA's Kanban wall Microsoft Project programme plan Programme and product prioritisation Plan together as a team e.g. sprint planning Stand ups – transparency on what people doing Ongoing discussions including across programme management team Good structure to programme team – right roles Reach out for help (particularly with reactive requests) Question value (personal prioritisation) 	<ul style="list-style-type: none"> Avoid building up TOIL and take as soon as feasible Take lunch breaks Take leave throughout the year Avoid back to back meetings and consider need of meetings both that requesting and attending A quick chat over a long email Speak up about capacity issues and anything worried about - 'a problem shared is a problem halved' Flag risks, issues and assumptions Block time in calendar if need to Respect boundaries If you have capacity, offer to support others and they'll do the same for you

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CRM

CQC inherited the Siebel CRM system from the Healthcare Commission in 2009 where it was implemented in 2006-7. CQC has continued to invest and develop wide-ranging functionalities within the CRM system to support its ongoing needs. The CRM system (alongside the Oracle 12c) serves as the primary operational system, which is meant to store CQC's records of interactions and operational intelligence about care providers.

It is responsible for managing most of the information captured and generated by CQC's Registration and Inspection workforce of c.1,750 staff. It is also the primary processing system for CQC's National Customer Services Centre (NCSC) in Newcastle and used intensively by the 350 staff who work there.

As well as routine information about CQC's inspections, it is also used to manage sensitive information such as reports of safeguarding and whistleblowing.

The CRM system contains CQC's core reference data, most importantly its register of providers and is used for managing the processes and information that support the registration of health and social care organisations and changes to their registration.

It supports all of CQC's Registration and Inspection processes and Management Reviews for Enforcement. It also provides the mechanism for authoring and storing adult social care inspection reports and supports the Adult Social Care inspection report publication business process by providing report authoring functionality.

Cygnum

Cygnum is an enterprise resource planning tool and supports the end-to-end inspection process by setting and recording details of quarterly/annual inspection plans, resourcing inspections with internal and external staff and payment of specialist advisors/experts after an inspection.

Cygnum can also be used for non-inspection activities such as registration site visits, enabling directorate support, the production of rotas, declaration of conflicts of interest, making annual leave requests and submitting feedback on specialist advisors/experts by experience after an inspection.

Cygnum is provided as software as a service (SaaS) and hosted by Memset and managed by CACI. The solution is privately hosted and exclusive for CQC.

Secure Digital Publisher

Secure Digital Publisher (SDP) is used by CQC's inspection staff to author inspection reports and set the rating for an organisation.

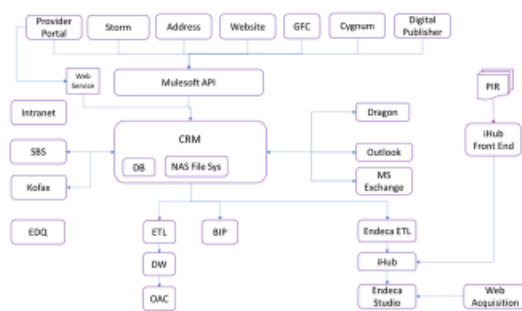
SDP was implemented as a short-term measure to enable the creation of inspection reports using CQC's new approach. It should be noted that adult social care inspection reports and ratings are authored in Siebel CRM.

SDP is a bespoke system and provided by Axis 12 to CQC as a SaaS product.

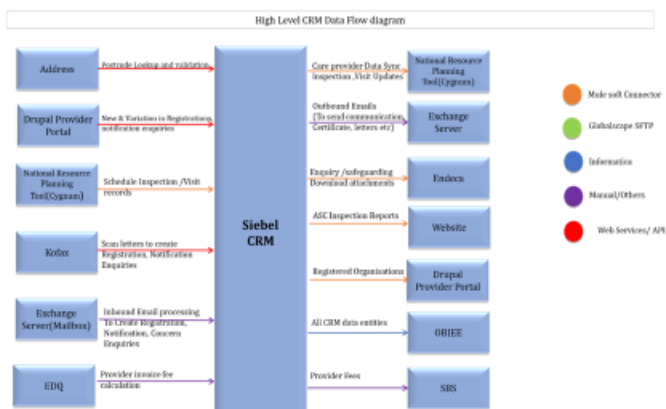
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CRM interfaces

The high-level interfaces which are connected to CRM (over the years, the number of interfaces has increased).

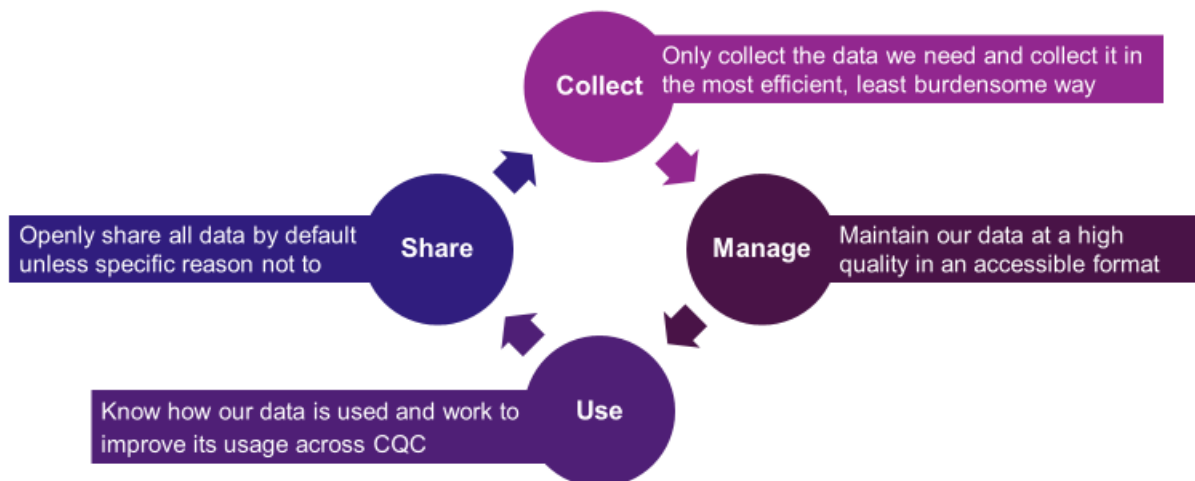


The CRM interfaces and the mechanism of data transfer between the various systems.



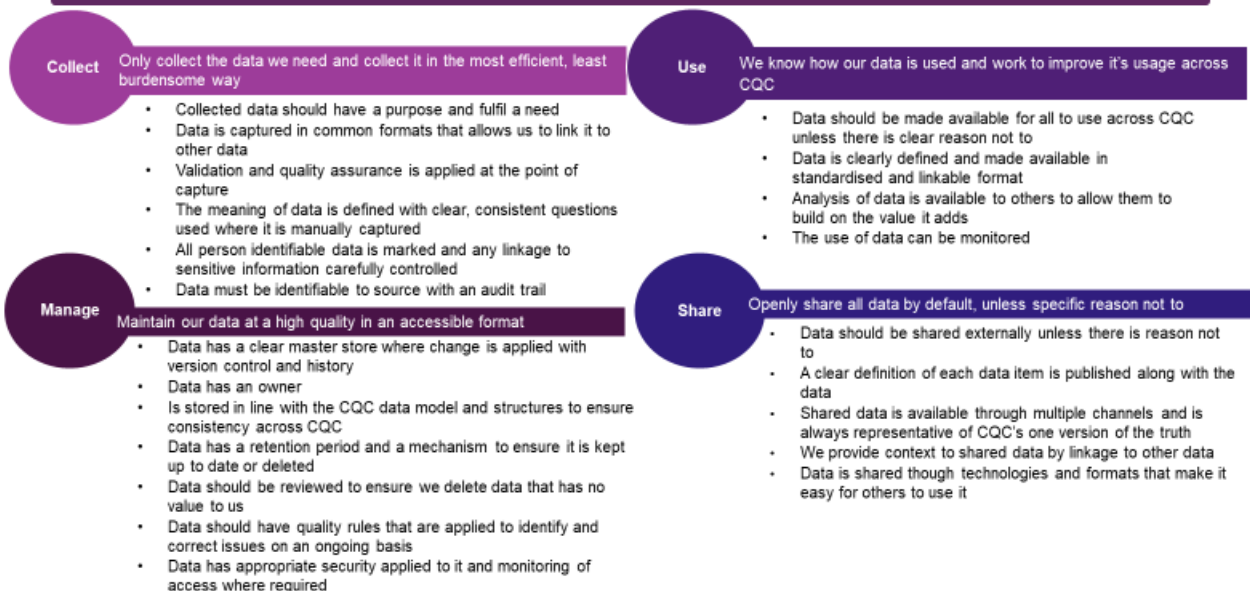
18

Our vision for data at CQC is to ensure the **right data** is available to the **right people** at the **right time**



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Data Principles



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Architecture Principles

- Solutions are user focussed, intuitive and easy to use
- Solutions are modular or component driven e.g. support separating out business rules and logic from code; linking with other applications
- Solutions adhere to government standards e.g. Digital by default and cloud- first solutions
- Solutions should support the Evergreen service approach to minimise/remove the technical debt
- Solutions are driven by business and needs, rather than technology driven, and are flexible enough to support changes from the business

Product Design Principles

- We will save data a way that is useable and accessible
- We will store data in a standardised format in line with CQC data principles
- We will record and store information only once in a single record
- We will accept any kind of data format
- Our system will be flexible enough to adapt to CQC's future needs
- We will automate by default
- We will only require inspectors to validate data by exception
- Our system design will be intuitive to users with less steps needed to complete a task
- We will seamlessly integrate with other systems and data feeds
- Our users will only see the data they need
- We will follow user centred design, getting our users to help design our system
- We will deliver customisable reports

CQQ Document title – Clarification Question & Answer Log

For the Provision of Regulatory Platform Implementation Partner CQC reference: ICTC 853
Under Crown Commercial Service Framework - G-Cloud 11 (RM1557.11)

Q. No.	Date Received	Clarification Question	Response	Date of Respons
2	27/03/2020	Would CQC please confirm all content to be inserted in Schedule 1 (Services) of the Call Off Contract. For instance, is it only the issued Statement of Requirements (file:1 - Statement of Requirements for Implementation Partner.docx) or are there additional documents and/or content?	<p>Schedule 1 of the Contract will contain the information stated within file:1- Statement of Requirements for Implementation Partner and the Reg Platform overview information.</p> <p>Schedule 1a will contain the appointed supplier's procurement response information.</p>	31/03/2020
3	27/03/2020	Would CQC please describe how Statements of Work will be contractually agreed under this G Cloud 11 Call Off Contract.	A Statement of Works and the relevant Sprints will be jointly agreed with the successful partner with rates and terms clearly linked to those outlined in the Call Off Contract.	31/03/2020
4	27/03/2020	Would our submitted response be expected to be contractually binding instead of being subject to adjustment upon further dialogue before final contracting.	<p>The G-Cloud terms are non-negotiable.</p> <p>The Statement of Works that will be jointly agreed prior to commencement of any work will be contractually binding.</p>	31/03/2020
5	30/03/2020	<p>Security Requirement states, "Validation of security checks are required to be completed for all of the Partner programme employees."</p> <p>Please confirm what security checks are required.</p>	The Security Check (SC) is required.	31/03/202

6	30/03/2020	At this stage with the current situation with Covid-19, do you expect to see a slippage in start date and when would the realistic start date be?	<p>Due to the recent Lock down measures introduced by the Government since the issuing of this procurement, we anticipate the project to be awarded by mid May 2020.</p> <p>However if further Covid 19 measures are introduced or the current lock down measures are extended the anticipated project award date might possibly be delayed.</p>	31/03/2020
7	30/03/2020	Should the CVs provided be for the 'Delivery Team' or limited to the 'Management structure' (It will be difficult to allocate all project personnel at this stage).	Please submit CV's for your known programme delivery team at this stage.	31/03/2020
8	30/03/2020	We are concerned that CQC cannot easily evaluate costs comparatively due to looking at onshore rates only. Some suppliers will be on-shore biased and others will be off-shore biased. How will you be able to evaluate this fairly?	We believe the vast majority of the work will be on-shore due to data requirements hence why only on-shore rates are to be evaluated.	03/04/2020
9	30/03/2020	<p>It is understood that the one of the new functions CQC are planning to introduce is the 'Inspection App'. CQC are asking suppliers to propose how this function will be designed, built and deployed (and the associated costs) as part of the tender process.</p> <p>However in reality, this application would be included within the wider programme framework and would therefore be able to utilise shared programme services such as programme and project</p>	This is a scenario-based example to understand the costing model we would like to see as part of the wider programme rather than as a discreet application.	03/04/2020

10	30/03/2020	Can you please provide an anticipated split of delivery across London, Leeds and Newcastle?	<p>The split is anticipated to be equal across the four sites.</p> <p>07/04/2020 – Additional information: The Project team have recently decided that the Programme team will be split across the three sites, however the Development area of work will primarily be based within the Newcastle office.</p>	03/04/2020 & 07/04/2020
11	31/03/2020	We have seen a number of projects recently where clients plan on executing Operation Acceptance Testing. Is OAT in your plans? For App and wider programme.	The Testing strategy hasn't been formulated yet. OAT plan and strategies would be agreed with the appointed supplier as part of the design and implementation plan.	07/04/2020
12	31/03/2020	Do you have a view as to the number of UAT cycles required – App and wider programme.	The UAT cycle requirements would be agreed with the appointed supplier as part of the design and implementation plan.	07/04/2020
13	31/03/2020	Can you provide any further details in respect of the Data Migrations?	Please see the attached Word doc containing the requested Data Migration detail.	07/04/2020
14	31/03/2020	Will Master Data Management be required? Is this a dependency – e.g. for App development or wider programme?	We can confirm that no master data would be required.	03/04/2020

15	31/03/2020	Integrations: Please provide a list of integrations and ETA if there is any being updated?	<p>The integration needs have been shared, please see Appendix 1 – page 18. The ETA is dependent on the design and implementation plan.</p> <p>07/04/2020 – Further information: Additional details on the Integration Channel are shared below:</p> <ol style="list-style-type: none"> 1. Mulesoft ESB 2. Global Scape SFTP 3. Informatica 4. Manual methods. <p>Current Siebel CRM system integrated with other CQC Internal & External applications by using mainly following 4 channels.</p> <ol style="list-style-type: none"> 1. Mulesoft ESB (API Based integration) 2. Global Scape SFTP (File based integration) 3. Informatica (Data extraction for the reporting systems like OAC previously known as OBIEE). 4. Manual methods (Direct integration with Cygnum). <p>Mulesoft ESB is CQC Strategic integration platform. In order to minimise the integration efforts and delivery timescales, New platform will establish connections to the existing Mulesoft ESB to server the API based data requests.</p> <p>Other channels also will be retained for example SFTP, Informatica to server the reporting databases.</p>	03/04/2020 & 07/04/2020
16	31/03/2020	Inspection App: can we get a copy of the inspections process that the app will follow, please?	Please find attached a copy of the high-level process of the core functions including Inspection.	03/04/2020

17	31/03/2020	Inspection App: can we get a sample of the paper based inspection form used today, please?	<p>Inspection processes and methodologies would slightly vary from one directorate to another. Where each directorate would have a similar inspection process of Reviewing Information – Scheduling & Planning – Inspection – Report Writing – QA & Publish, the approach and timelines could vary.</p> <p>There are five questions we ask of all care services and these are detailed on the link below on the CQC website.</p> <p>https://www.cqc.org.uk/what-we-do/how-we-do-our-job/five-key-questions-we-ask</p>	03/04/2020
18	31/03/2020	Inspection App: Are the templates fixed for each provider/line of business or are they further tailored?	<p>We currently have a range of different inspection reports depending on the directorate sub-sector. Please find below links to published templates on the CQC website.</p> <p>Adult Social Care:</p> <p>https://www.cqc.org.uk/sites/default/files/new_reports/INS2-7569270021.pdf</p> <p>Primary Medical Services GP:</p> <p>https://www.cqc.org.uk/sites/default/files/new_reports/AAAK0277.pdf</p> <p>Primary Medical Services Urgent care:</p> <p>https://www.cqc.org.uk/sites/default/files/new_reports/AAAG4311.pdf</p> <p>Primary Medical Services Dentist:</p> <p>https://www.cqc.org.uk/sites/default/files/new_reports/AAAH3075.pdf</p> <p>NHS Acute, NHS Mental Health and NHS Community and NHS Ambulance:</p> <p>https://www.cqc.org.uk/sites/de</p>	07/04/2020

19	31/03/2020	Is there process documentation available for the current Siebel CRM processes?	The process documentation is being developed by our BA's during the internal discovery stage. This is not at a stage where it can be shared at this time and the information will be shared with the appointed supplier when onboarded.	03/04/2020
20	31/03/2020	To what degree has the current Siebel CRM been customised?	<p>Legacy systems have been overdeveloped above what they were designed for. CQC Siebel CRM uses a number of customised codes. Below are few high-level numbers to give some perspective. They only include new custom code written, not including where existing standard code was modified.</p> <p>85 CQC custom Business Service Scripts</p> <p>307 CQC custom Workflows</p> <p>315 CQC Custom Business Component</p> <p>1149 CQC Custom Applet</p> <p>594 CQC Custom Views</p>	03/04/2020
21	31/03/2020	What data entities are used within the current Siebel CRM?	<p>Major entities used are:</p> <p>Account</p> <p>Service Request</p> <p>Contact</p> <p>Opportunity</p> <p>Activity</p> <p>Correspondence</p> <p>Cases</p> <p>Incident</p> <p>Project</p> <p>Orders</p>	03/04/2020

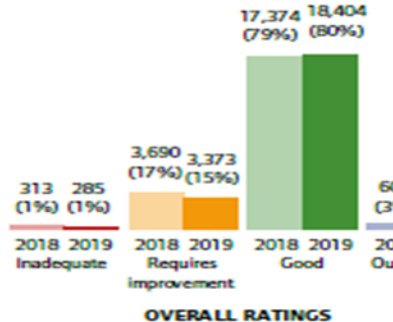
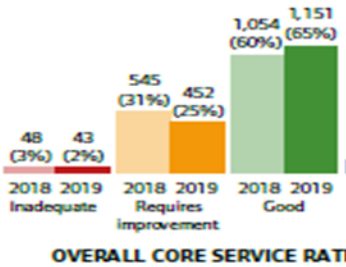
22	31/03/2020	What is the current DB size for the Siebel CRM?	Approximately 1 Terra Byte.	03/04/2020
23	31/03/2020	Is there any other data sources for the migration to D365 Customer Service?	Migration would also be from Cygnum and Secure Digital Publisher (SDP), please see the information provided in Appendix 1 – Reg Platform Overview.	03/04/2020
24	31/03/2020	How many users are currently using the Siebel CRM?	There are 3081 active user records in CRM at the moment. However the concurrent sessions observed during a business day is usually between 1400 to 1900.	03/04/2020
25	31/03/2020	What security roles have been configured for Siebel CRM?	There are approximately 100 Custom Responsibilities controlling access to different views/functionality in the application apart from the standard ones. Please note this does not include the email responsibilities, as it is created for each user and the volume is approximately 4000 users.	03/04/2020

26	31/03/2020	<p>The requirements documents refer to a hybrid of agile and waterfall approaches. Can you please elaborate on where you see each of these approaches applying.</p>	<p>Programme is consolidating and migrating the data and business process from Legacy systems to new platform, planning to adopt the Hybrid model.</p> <p>Example: Waterfall can be applied for:</p> <p>Developing the Dynamics 365 capability traceability matrix to understand the current End to End CQC RP capabilities and mapping into Dynamics 365 in upfront. That will help the dynamics dependency model as well and inform the implementation plan.</p> <p>Data & Document migration: Planning to migrate the full data to the platform and establish the synchronisation between legacy system to new platform. So, data is already available to implement any function/capability. Approach minimises the efforts to identify the Minimum viable data set for each capability and accelerates the delivery.</p> <p>Sharepoint online integration to migrate the all the documents from Siebel CRM to RP.</p> <p>Agile Example: Once the platform is implemented with appropriate data and document migration, LOB onboarding can be implemented with Agile methods.</p>	07/04/2020
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27	31/03/2020	<p>Question 4 (3rd party integration). Can you please clarify if this applies solely to 3rd parties we may wish to work with or 3rd parties already engaged with/by CQC. If the latter can you please provide further information on such parties?</p>	<p>CQC currently works with multiple delivery partners to deliver the Digital services along with the in-house teams.</p> <p>Example:</p> <table> <tr> <th>Delivery Partner</th> <th>Function</th> </tr> <tr> <td>Open Answers</td> <td>ESB (Application Development support & Maintenance)</td> </tr> <tr> <td>Littlefish</td> <td>Digital workplace, Office 365 and Azure platform support & Maintenance</td> </tr> <tr> <td>Infosys</td> <td>Siebel CRM application development, Support & Maintenance</td> </tr> </table> <p>There are other delivery partners in place to support Cygnum, SDP and other applications. CQC will work as a systems integrator to facilitate the integration between all the CQC delivery partners.</p> <p>In case the Reg Platform Implementation partner requires to work with other 3rd parties (beyond CQC current suppliers) to facilitate data migration or other streams of works, the Partner needs to inform/agree this with CQC.</p>	Delivery Partner	Function	Open Answers	ESB (Application Development support & Maintenance)	Littlefish	Digital workplace, Office 365 and Azure platform support & Maintenance	Infosys	Siebel CRM application development, Support & Maintenance	<p>07/04/2020</p> <p>07/04/2020</p>
Delivery Partner	Function											
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Littlefish	Digital workplace, Office 365 and Azure platform support & Maintenance											
Infosys	Siebel CRM application development, Support & Maintenance											
28	31/03/2020	<p>From an implementation perspective, are you planning on delivering features via a "big bang" at the end of the project or will features be delivered in waves throughout the period?</p>	<p>A "big bang" approach will not be delivered at the end of the project, we'll be adopting the Agile methodology where we can.</p>	<p>03/04/2020</p>								

29	31/03/2020	In respect of the above question, if features are to be delivered in multiple waves, can you provide any insight into the likely number of waves and any requirement/feature priorities please?	<p>The Programme identified approximately 15 high level business capabilities as explained during the supplier engagement event held in January and also as described in Appendix 1 – Slides 12 & 13.</p> <p>During the early design phase, programme planning to work with Implementation Partner to agree the implementation plan that will inform the priorities/ implementation road map.</p>	07/04/2020
30	31/03/2020	Regarding the cost breakdowns - if an agile approach is adopted there may not be such a clear demarcation between certain phases (analysis, build, test etc). Can you please confirm that we will nevertheless need to allocate the project costs across the identified rows in the pricing schedule?	Yes please add the project costs across the identified rows within the Inspection App Pricing Schedule worksheet.	07/04/2020
31	31/03/2020	What is the typical elapsed time for an inspection for a simple, medium and complex inspection?	<p>Each sector and inspection type would have its own unique time frame. We carry out comprehensive inspections and we use them to make sure services are providing care that's safe, caring, effective, responsive to people's needs and well-led. How frequently we inspect, the size of the inspection team we use and whether or not we tell the service that we're coming, depend on what type of service we are inspecting.</p> <p>CQC would also carry out focused inspections. These are smaller in scale than comprehensive inspections, although they follow a similar process. They are carried out for two reasons: -</p> <p>-To look at something we're concerned about, which might have been raised during a</p>	<p>03/04/2020</p> <p>03/04/2020</p>

32	31/03/2020	How many people typically are sent to the inspection by the CQC?	<p>Our inspection teams include specialists such as Clinicians or Pharmacists. They may also include Experts by Experience. These are people who have personal experience of care, either because they have used care services or because they have cared for someone who has. The size of the inspection team and how it's made up depends on the type of service we are inspecting.</p> <p>For example, when we inspect an NHS trust, the inspection team can be between 5 and 25 members, including clinical and other experts. When we inspect a care home, a single inspector and an Expert by Experience is often enough.</p>	03/04/2020
33	31/03/2020	If there are actions given to the provider, is an owner assigned to the action along with a deadline date? If so, what actions are taken if a deadline passes with no action?	The care provider must respond to areas of concern that CQC have identified, develop an action plan to address them and make improvements. We will follow up on any action we tell care providers to take. CQC may follow up by contacting the care provider or visiting the service to carry out a focused inspection.	03/04/2020
34	31/03/2020	Are there specific KPIs measured for inspections? What are they and can you list them in importance please?	<p>Some of the KPI's we look at are around – Reports published within the specific time period. These time periods vary across the three sectors i.e. ASC, PMS and Hospitals.</p> <p>The other KPI's we measure are around Enforcement action undertaken within 3 days, this is same for all three directorates.</p> <p>Also, there are KPI's on Safeguarding Alerts and Concerns being referred to the Local Authority within 1 day. Alerts/ Concerns requiring mandatory action are to be taken within 5 days.</p> <p>Unfortunately, we do not categorise them on level of importance. Each of these KPI's are critical for CQC in delivering its role as a healthcare regulator.</p>	03/04/2020

35	31/03/2020	How many inspections are currently conducted per year? What is the expected increase per year of inspections, if any?	<p>The data below has been taken from our State of Care report which is available on our website. It details the number of inspections undertaken for each of the providers in the year 2018 and 2019. The number of inspections undertaken in each year would vary. However, the aim of the programme is to support the organisation overarching strategy to become digitally enabled and intelligence driven which might reduce the need to do physical inspections in the coming years.</p> <p>Adult Social Care, Inspections Undertaken 2018 and 2019</p>  <table><thead><tr><th>Overall Rating</th><th>2018</th><th>2019</th></tr></thead><tbody><tr><td>Inadequate</td><td>313 (1%)</td><td>285 (1%)</td></tr><tr><td>Requires Improvement</td><td>3,690 (17%)</td><td>3,373 (15%)</td></tr><tr><td>Good</td><td>17,374 (79%)</td><td>18,404 (80%)</td></tr></tbody></table> <p>NHS Acute Hospitals, Inspections undertaken 2018 and 2019</p>  <table><thead><tr><th>Overall Core Service Rating</th><th>2018</th><th>2019</th></tr></thead><tbody><tr><td>Inadequate</td><td>48 (3%)</td><td>43 (2%)</td></tr><tr><td>Requires Improvement</td><td>545 (31%)</td><td>452 (25%)</td></tr><tr><td>Good</td><td>1,054 (60%)</td><td>1,151 (65%)</td></tr></tbody></table> <p>NHS Mental Health Trust, Inspections undertaken 2018 and 2019</p>	Overall Rating	2018	2019	Inadequate	313 (1%)	285 (1%)	Requires Improvement	3,690 (17%)	3,373 (15%)	Good	17,374 (79%)	18,404 (80%)	Overall Core Service Rating	2018	2019	Inadequate	48 (3%)	43 (2%)	Requires Improvement	545 (31%)	452 (25%)	Good	1,054 (60%)	1,151 (65%)	03/04/2020
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36	31/03/2020	Can you please provide an example for each type of inspection process variant?	Please see the information provided in response to question 18.	07/04/2020
37	31/03/2020	Can you please provide the process (and related systems) for publishing the results of the inspection? Could you please include all parties that are informed?	<p>The Secure Digital Publisher, which is a web-based tool that is used as part of operational processes to create, author, and publish the inspection reports of the PMS and Hospitals directorates at CQC.</p> <p>ASC and Dental Inspection reports are published directly through Siebel CRM. We then publish inspection reports and ratings on our the CQC website, which are accessible to the public.</p>	03/04/2020
38	31/03/2020	The rate card does not include any option for business change resource – particularly training resources [note: we are likely to want to put in a mix of grades so we may need a training lead and a training developer grade]	The rate card has now been amended to include a Training Lead and a Training Developer. Please find attached the updated Pricing Schedule.	07/04/2020
39	31/03/2020	It might be useful to understand how many individuals they think will need training by category (e.g. how many inspectors, how many office-based staff, how many technical staff, etc.)	<p>Most of the Dynamic Users would be home-based and are spread across the country. The user groups that need training have been established, however their training needs might somewhat vary. There are close to 3081 active users that would require training, though this number needs to be refreshed.</p> <p>Training would be imparted when the new system is ready to use. Time will need to be built in (at least half a day) for users to 'play / test' with the new technology and familiarise themselves with the processes. Dependent on business processes changing at the same time, this might be longer.</p> <p>Training needs to be designed based on user preferences of learning. Preferences of online/F2F training should be assessed to ensure those needing classroom training have access to this. The classroom-based training needs to</p>	03/04/2020

40	31/03/2020	<p>The Statement of Requirements states:</p> <p>Data Centre – All data must be processed and stored within a data centre based within the United Kingdom</p> <p>Data Transfer - All CQC data transferred outside of the organisation shall be transferred using secure file transfer (SFTP or similar).</p> <p>Further, the Requirement also requires the Supplier to submit an offshore rate card.</p> <p>In light of the above, we seek the following clarification:</p> <p>1. Is the reference to “data” limited to personal data or does it refer to other non-personal data (e.g. project plans, software code, etc.)?</p> <p>2. Is the Supplier required to process any personal data? If yes, what are the types of personal data required to be processed and the purpose?</p> <p>3. Can the Supplier transfer the data (not personal data) outside UK to its offshore delivery centres using secure file transfer (SFTP or similar). If no, is there any other requirement that needs to be complied by the Supplier prior to transferring such data?</p> <p>4. Pursuant to the requirement of the Supplier submitting an offshore rate card, can we infer that the Supplier can use internal (i.e. other group entities) or external subcontractors?</p>	<p>Please see answers below.</p> <p>1. This is primarily aimed at protecting personal data however, it could also be applied to other sensitive data such as commercial or financial information.</p> <p>2. This will be defined in the Data Protection Impact Assessments that is to be completed by the information rights team in the CQC. At this stage we believe the types of personal data required to be processed will be related to staff, service user and provider personal information.</p> <p>3. This is to be agreed once we know what information is intended to be transferred off-shore, why it is required to be transferred and understand the security arrangements in place for storage and processing of the data.</p> <p>4. Yes however the supplier will be solely responsible for all delivery and performance of any subcontractors it uses.</p>	<p>03/04/2020</p> <p>03/04/2020</p>
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41	02/04/2020	<p>The Order form contains the following:</p> <ul style="list-style-type: none"> Professional Indemnity Insurance: The Buyer requires the Supplier to have minimum limit of indemnity of £1,000,000 for each individual claim for this class of insurance. Public Liability Insurance: The Buyer requires the Supplier to have minimum limit of indemnity of £1,000,000 for each individual claim for this class of insurance. <ol style="list-style-type: none"> Please can they Buyer confirm that the Supplier's insurance of £10,000,000 per claim and in the aggregate is acceptable for this class of insurance. Please can they Buyer confirm that the Supplier's insurance of £10,000,000 per claim and in the aggregate is acceptable for this class of insurance. 	<p>We confirm a cap of £10m for Professional Indemnity and Public Liability would be reasonable for each type of insurance.</p>	14/04/2020
42	03/04/2020	<p>Scenario 8 outlines a requirement referring to further subsets of detail not provided. As it stands it could lead to different interpretations by suppliers and therefore non comparable response which we know is not the intent. Can you therefore provide more specific detail on the requirement including whether the aim is to digitise the current process alone or harness additional technology to transform this process further?</p>	<p>Please see the previous Inspection App related information provided, specifically to questions 15,16 & 17.</p>	07/04/2020

43	03/04/2020	<p>Training is mentioned within the requirements, but we note there are no roles relating to this listed in the pricing response rate card template. Where can we account for this.</p>	<p>The rate card has now been amended to include a Training Lead and a Training Developer. Please find attached the updated Pricing Schedule.</p>	07/04/2020
44	03/04/2020	<p>Within the pricing template there are a number of role listed requiring a rate to be provided against each. Point 4 of your advice refers to SAFIA guidance. Can you please provide further clarification as to the SAFIA category of support you expect each role to fall under to ensure pricing is comparable across supplier?</p>	<p>The Pricing schedule has been updated and now incorporates the 7 different SFIA levels against each role.</p> <p>For each separate role please provide the relevant rate against each of the 7 different SFIA levels. The total average rate of the 7 levels will be used within the calculation.</p>	07/04/2020
45	05/04/2020	<p>The draft Call Off Contract references all three Lots for the provision of Services. Is the intention to agree only one lot once the preferred vender is selected as the Service offerings are usually offered only under one lot.</p>	<p>Yes a Lot will be agreed once the Implementation Partner has been appointed.</p>	07/04/2020
46	08/04/2020	<p>Previous CQC guidance states that , "all personnel require security clearance". We would assert that only those with access to live data/systems would require this clearance (in line with other projects we have delivered) – this would be a small sub-set of the team. We are keen not to pass on additional security cost to CQC for unnecessary team security clearance. Can you please provide justification for the statement that all personnel require security clearance such that we can fully understand the rationale?</p>	<p>We have since reviewed our security requirements and can confirm SC clearance for supplier personnel does only include those with access to live data and systems, primarily those with Admin roles and privileges.</p> <p>Please include within the rates any validation of full pre-employment checks for all employees that equates to the Baseline Personnel Security Standard.</p>	14/04/2020

47	08/04/2020	<p>Previous CQC guidance (response to clarification question number 8) states, "That the vast majority of work will be on shore". Our experience shows that for optimum delivery and value, that most of the configuration, development and testing could be done offshore. Can you please provide the rationale for the CQC statement?</p> <p>We think that it is imperative that the CQC select the best overall value submission. However, only evaluating onshore rates does not give a true representation of the actual costs of the project. If a large amount of work can be done by a supplier with an offshore team this cost saving must surely be considered? Please provide some further feedback on why CQC are not considering the true costs (on-shore and off-shore) of project delivery?</p>	<p>CQC has a policy and obligation under GDPR to ensure that our data is processed in line with DPA requirements. Therefore, we look to retain all processing and storage within the UK, exceptionally the EEA. However, this does not necessarily preclude development and testing off-shore where that does not necessitate the use of any live data or anonymised cuts of live data sets.</p>	14/04/2020
48	08/04/2020	<p>The revised Pricing Schedule requires a rate for each of the SFIA levels 1-7 to be applied to every role. In doing so the average rate will be the same for every role, whereas in reality the Architect might be a Level 6 and a Developer Level 3. Would CQC explain the rationale behind the revised approach to the rate card?</p>	<p>The pricing schedule rate SFIA levels will be reviewed again and we will seek to apply specific levels to each role where possible. A further revised pricing schedule will be issued shortly.</p>	14/04/2020

49		<p>Revised pricing Template:</p> <p>Under the new template you ask for rates across each SAFIA level for each role. However, within the SAFIA guidance https://www.sfia-online.org/en/framework/sfia-7/skills-home it clearly states that not all roles extend across all levels.</p>	<p>The pricing schedule rate SFIA levels will be reviewed again and we will seek to apply specific levels to each role where possible. A further revised pricing schedule will be issued shortly.</p>	14/04/2020
50		<p>In regards to the Regulatory Platform Implementation Partner RFP could you please advise in regards to the following question:</p> <p>We are confused with the new pricing evaluation. Different roles will operate at certain levels and not others. We apply a price per level for our G-Cloud rate card and expect a role to predominantly operate at one level. We are concerned that this will not fit well in the revised model. Could you please explain how you would like us to respond to this to ensure the evaluation is fair and realistic given roles will only operate at certain levels?</p>	<p>The pricing schedule rate SFIA levels will be reviewed again and we will seek to apply specific levels to each role where possible. A further revised pricing schedule will be issued shortly.</p>	14/04/2020

51		<p>Has CQC engaged previously any suppliers in relation to Microsoft Dynamics/ Power Platform for advice, consulting or other delivery services, whether paid or unpaid and if so, are any of these suppliers bidding for this programme of work?</p>	<p>We confirm in January 2020 CQC conducted a series of regulatory platform programme market engagement sessions with several suppliers.</p> <p>The attached slide deck was provided with the engagement invites and during the one to one engagement sessions. Several questions contained within slide 10 were discussed at the engagement sessions to inform CQCs understanding of the market and shape our requirements.</p> <p>The majority of the suppliers who attended the market engagement sessions in January have been invited to take part with this G Cloud clarification process.</p> <p>All CQC's relevant incumbent suppliers who are involved in this GCloud clarification process were required to sign Ethic Walls Agreements prior to the commencement of the clarification process to ensure a fair and transparent procurement process is adhered to throughout all stages. No external suppliers have been involved in the preparation of the clarification materials or any subsequent stages of the evaluation of responses.</p>	15/04/2020
52	15/04/2020	<p>Please can you outline what if any eLearning software is used at CQC and whether employees have access to a LMS (Learning Management System) or learning Portal?</p>	<p>The CQC use an Education and Development Portal provided by Cornerstone.</p>	16/04/2020
53	15/04/2020	<p>As the business processes and ways of working will change during this programme, will members of either of the CQC Transformation Change teams be involved providing Change Management support to the programme, e.g. impacts and key changes,</p>	<p>The CQC core programme team for Regulatory Platform would be working with the implementation delivery partner to manage business change including business readiness and stakeholder engagement (a CQC</p>	16/04/2020

54	15/04/2020	Assuming the new solution will roll out to the 15 business units over time, it would be useful to have a breakdown (for training purposes) of the number of system users per business unit and the sequencing of the rollout for each of these business units.	The sequencing of the roll out or "implementation plan" (and the framework underpinning this) is currently being considered and CQC will also work closely with the appointed implementation delivery partner on this. There are c.3000 active users of the Siebel CRM system and at this stage providing breakdown of users for the training is not possible as it dependent on the implementation plan.	16/04/2020
55	15/04/2020	What CQC Training resources will be made available for the programme? E.g. training manager, training coordinator and end user trainers.	This will be confirmed with the appointed partner, however the likely available resources will include our Digital Training Team and individuals from our Training Academy.	16/04/2020
56	15/04/2020	For face-to-face training does CQC have a preferred approach? E.g. a Supplier Training Consultant familiar with both the processes and system to deliver training supported by a CQC super-user OR a Train The Trainer approach where the Supplier develops training materials in conjunction with the business but hands over training delivery responsibilities to CQCs trainers/super user to deliver the face-to-face training and administer eLearning / Virtual training?	The best approach for training would be developed with the delivery partner. For similar programmes in the past CQC have used a number of these mentioned approaches.	16/04/2020
57	16/04/2020	This project is to be contracted under G-Cloud 11 terms for which each supplier has a published SFIA rate card. Can we ask, is CQC mandating that each prime contractor/supplier uses their published rate card as	CCS guidance confirms pricing should be based on the figures given on the Pricing document and/or SFIA rate card. As per CCS guidance it's not permitted to offer discounts or price reductions on a case-by-case basis. While you can offer discounts or price reductions based	17/04/2020

58	17/04/2020	Can we confirm, the estimate for the Inspection App is for guidance only and is not a price which is open to acceptance?	The Inspection App Scenario pricing is for guidance only.	17/04/2020
59	17/04/2020	Is CQC expecting the bidders to include pricing assumption with their estimates for the Inspection App and if so, where should such assumptions be listed?	So we can be sure we are evaluating like for like please kindly provide your assumptions by adding the detail to the spreadsheet worksheet, or alternatively please provide a separate list of your assumptions as part of you pricing submission.	17/04/2020
60	17/04/2020	Page 12 – Warranties, Representations – this states “The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier; and”. Can this wording be altered as it currently reads as a limitless obligation on the supplier. For example, this might typically be done as part of a paid Support/Maintenance service.	This term may be subject to change following consultation and approval from the CQC Legal team.	17/04/2020

Appendix 1: Product Vision

The **Regulatory platform programme** is a critical enabler of how the Buyer is transforming and will help us build foundations to achieve our overall vision: A world-class regulator, able to drive improvements in how people experience health and care quality, now and in the future.

Our regulatory platform will be designed with the specific needs of all stakeholders and our processes in mind, so it will work better than our existing systems, which we’ve had to heavily customise. It will:

- Prevent data quality issues like lost or duplicated data, so all our decisions will be based on what's really happening in the sector.
- Help us bring different sources of data and information together so we can better identify emerging risks to people's care.
- Be an important stepping stone on our way to delivering an intelligence-driven approach to regulation.
- Allow more accurate reporting and better data quality, make collaboration between teams easier, and be more reliable while requiring less maintenance.

We know our time is best spent making a difference for people who use health and social care services. By building this powerful hub we will be able to free up time for us to do more of what's important, by handling things like keeping providers' details up to date, scheduling inspections, and processing data. This will mean less time is spent on current manual tasks, non-value add processes and it will reduce error counts or reworks.

With this specially designed regulatory platform supporting all our core regulatory work, it will be easy and efficient to plan, collect, record, combine and share findings about the quality of care. This will provide an important opportunity to deliver significant benefits to all our stakeholders. It will offer technology that means we can be more agile and flexible in the way we deliver our core purpose of making sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve.

For our colleagues, we expect the platform to bring improvements to both work-related stress and staff attrition rates. The way people feel about their work affects their general performance. Improving technology and thereby reducing the frustrations caused by an ineffective system and lessening the strain in the work practices will increase staff moral and wellbeing.

For our colleagues and all stakeholders, through improved data management and quality, the new technology will become a key building block for the Buyer to deliver an intelligence-driven approach to regulation. This will support the implementation of a risk based decision-making culture, strengthening links to inspection and promoting online interactions with our partners and stakeholders which make it easier for them to work with us and do the right thing. As well as being able to identify trends and patterns, draw comparisons, and predict future events and outcomes, it allows a more targeted, responsive and collaborative approach to regulation.

- By bringing together information from people who use services and their carers, knowledge from our inspections and data from our partners, the Regulatory Platform Programme will better equip the Buyer to monitor and react to changes in the quality of care within share findings about the quality of care. This will provide an important opportunity to deliver significant benefits to all our stakeholders.

Through improved data management and quality, the new technology will become a key building block for the Buyer to deliver an intelligence-driven approach to regulation. This will support the implementation of a risk-based decision-making culture, strengthening links to inspection and promoting online interactions with our partners and stakeholders providers. It will also prepare and support the Buyer for working with changing and evolving health care delivery and support models, such as a patient-centred approach with integrated, local cross-partnership arrangements. Through this support, we will help providers improve services for people who use them.

As part of the Strategic Outline Case, we researched and evaluated numerous different options, including maintaining current systems, building our own platform, integrating different platforms and adopting a single family of pre-integrated products. There were also options for technology-only solutions and those that looked at technology and business change. The most effective, future-proofed and business-efficient solution that can be delivered quickly is a single family of pre-integrated products. As we re-build the interfaces for each of the role groups, we will introduce streamlined, re-engineered business process where appropriate. Rather than a full business process re-engineering programme, which is the focus of other programmes, including Transforming Our Organisation, our interface gives us the opportunity to significantly build user experience. As part of Discovery, product evaluation and selection were completed to support Option 3. Based on this evaluation, and sign-off by our Architecture Governance Group, it has been confirmed we will implement Microsoft Dynamics 365.

It is expected that once the programme begins the delivery / implementation phase, it will deliver business functionality in a phased approach over two years, with a further six months required for decommissioning of current systems. Therefore, including Discovery, it is anticipated this will be a three-year programme. SMEs will be involved throughout the programme including ad hoc involvement (for example, attending workshops) and secondments (c.40 over the life of the programme across directorates). The Engagement Plan will also drive communication and feedback from SMEs. Additionally, implementation colleagues are embedded in the programme team.

Appendix 2: Diagnostic & Analysis Phase agreed Ways of Working

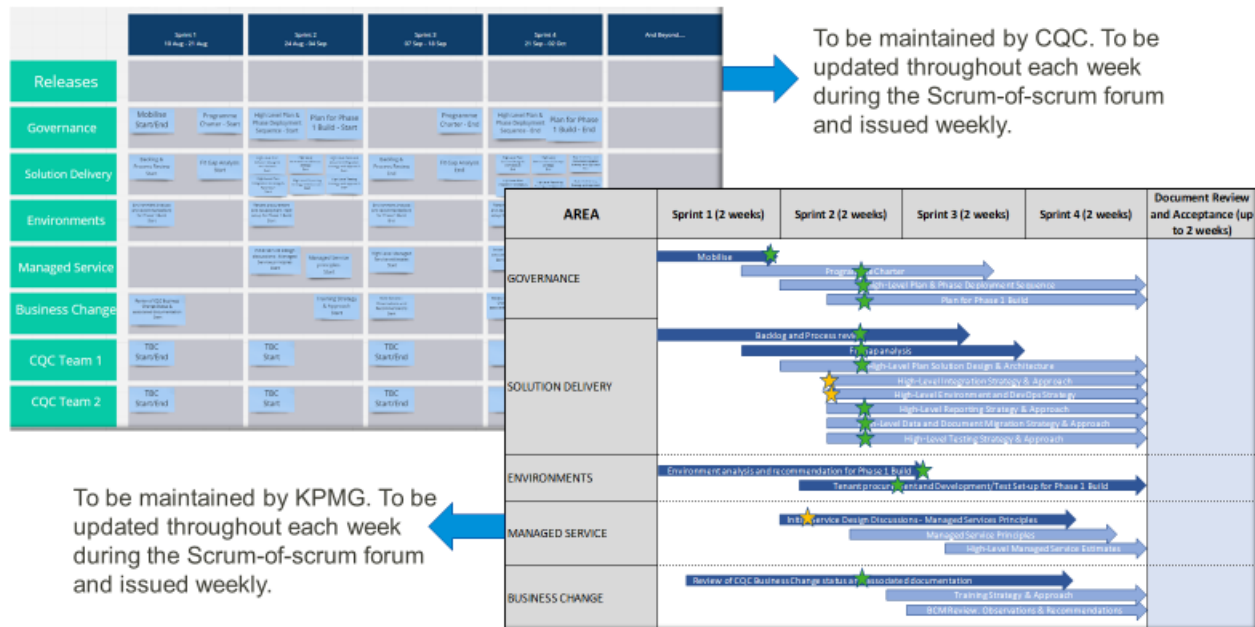
Workshops and Governance for the Phase - Introduction

Governance for the Diagnostic and Analysis Phase of the Regulatory Platform will be managed via a number of reporting tools and forums. The proposed approach is deliberately light-touch. During this phase, a more comprehensive Governance process will be jointly developed to control future Phases. This approach will be documented in the Programme Charter, which is a deliverable of the Diagnostic and Analysis Phase.

The next few pages describe the proposed Tools and Forums for Governance of the Diagnostic and Analysis Phase.

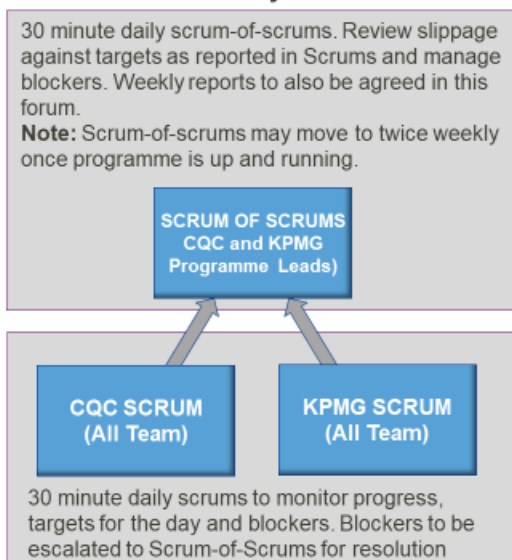
At the end of the Diagnostic and Analysis Phase, a playback session will be arranged to provide a consolidated view of deliverables produced during the period, as well as reviewing proposed Governance for the next Phase.

Workshops and Governance for the Phase - Tools



Workshops and Governance for the Phase - Forums

Daily



Weekly

Weekly 30 minute joint senior management call.

Purpose:

- Programme Leads to provide update on:
- Progress of workshops and deliverables
 - Any blockers or key decisions
 - Key Risks and Issues

Attendees:

- CQC Senior Management
- KPMG Senior Management
- Project team members invited if/when required, depending upon topics to be covered

Date:

Fridays @ 14:00

Schedule 1A – Supplier Response

The Schedule 1A Supplier Response section consists of the following KPMG LLP completed clarification documents as detailed below:

- **Appendix 2 - Implementation Partner Clarification Response Form**
- **Appendix 3 - Pricing Schedule (Rate card and App development) cost estimate**



KPMG LLP
Service Line
15 Canada Square
Canary Wharf
London
E14 5GL
United Kingdom

Tel: [REDACTED]
Fax: [REDACTED]
CS: 15746 Canary Wharf

Private & confidential

[REDACTED]

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- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Partner, Head of Health and Care Regulation, KPMG LLP

Q1 Programme Delivery Approach (Implementation Plan) – 20% sub weighting

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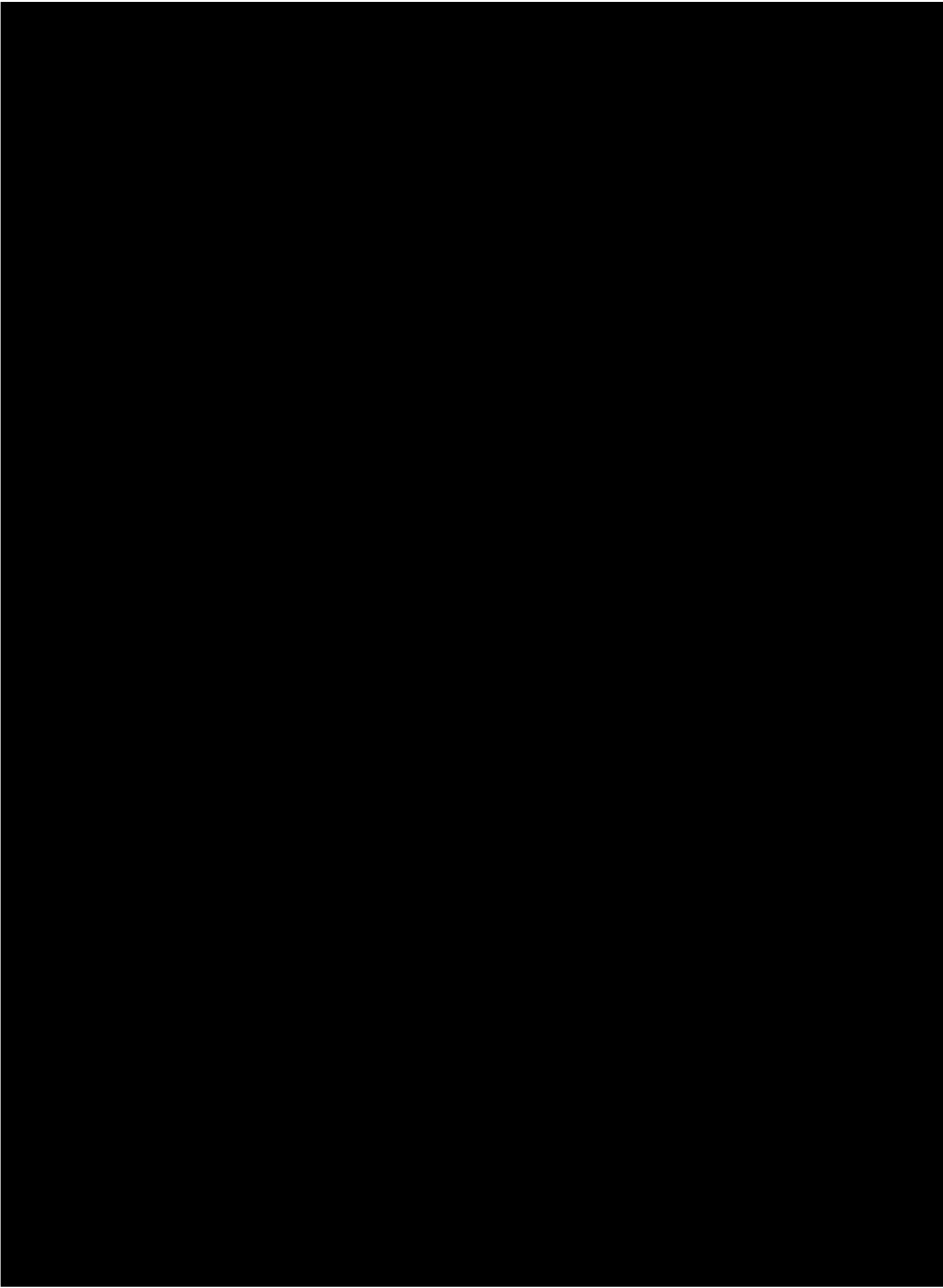
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[REDACTED]



Design & Build

[REDACTED]

[REDACTED]

[REDACTED]

Deployment

[REDACTED]

Operations

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Decommissioning

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Indicative Timelines

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Business Design & Backlogs

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High Level Design

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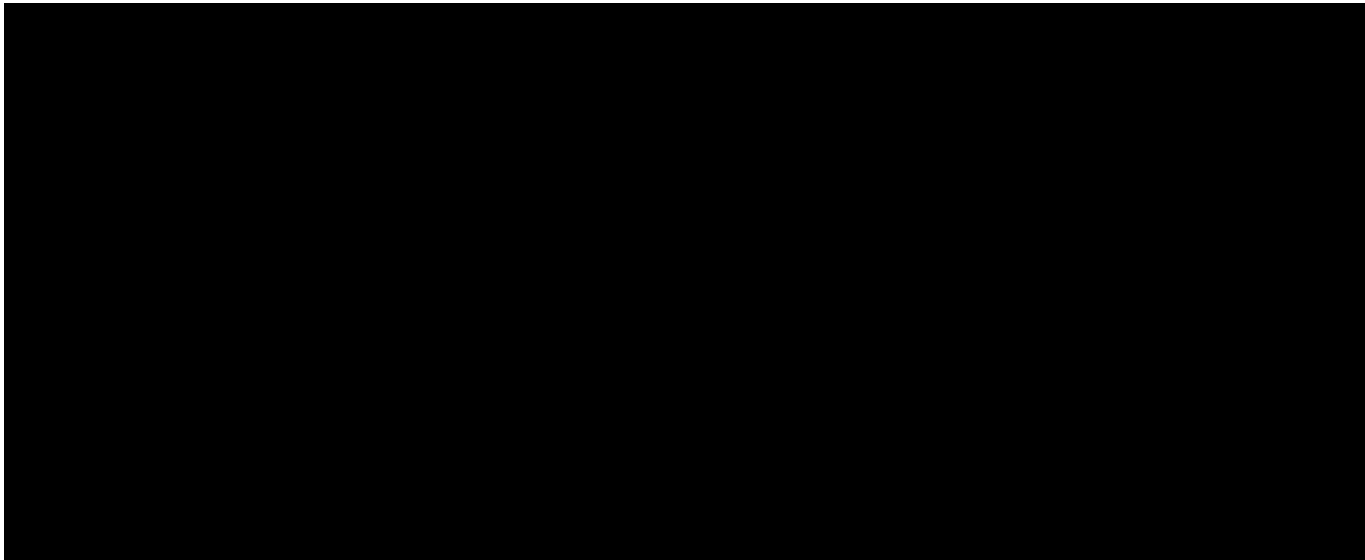
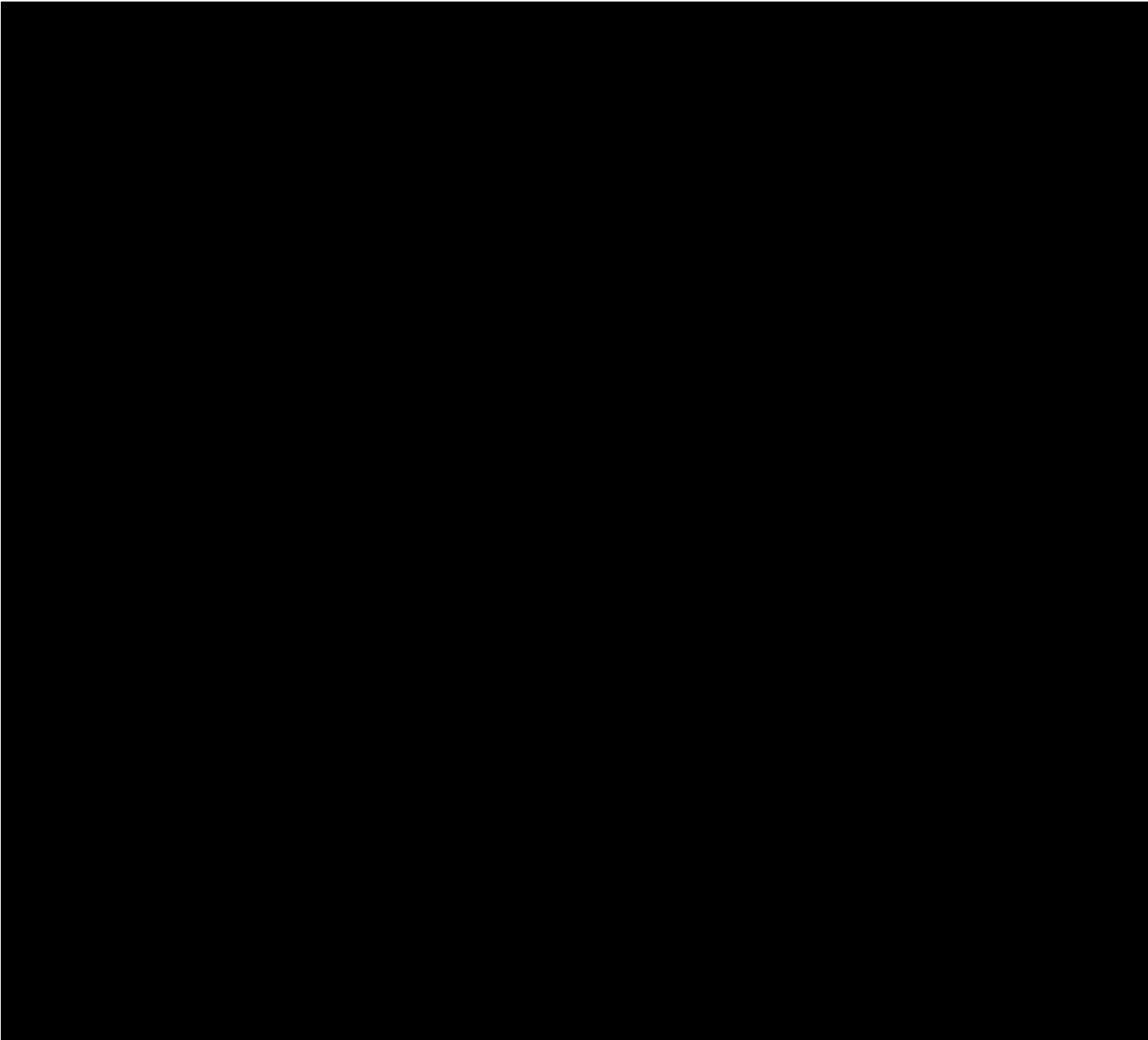
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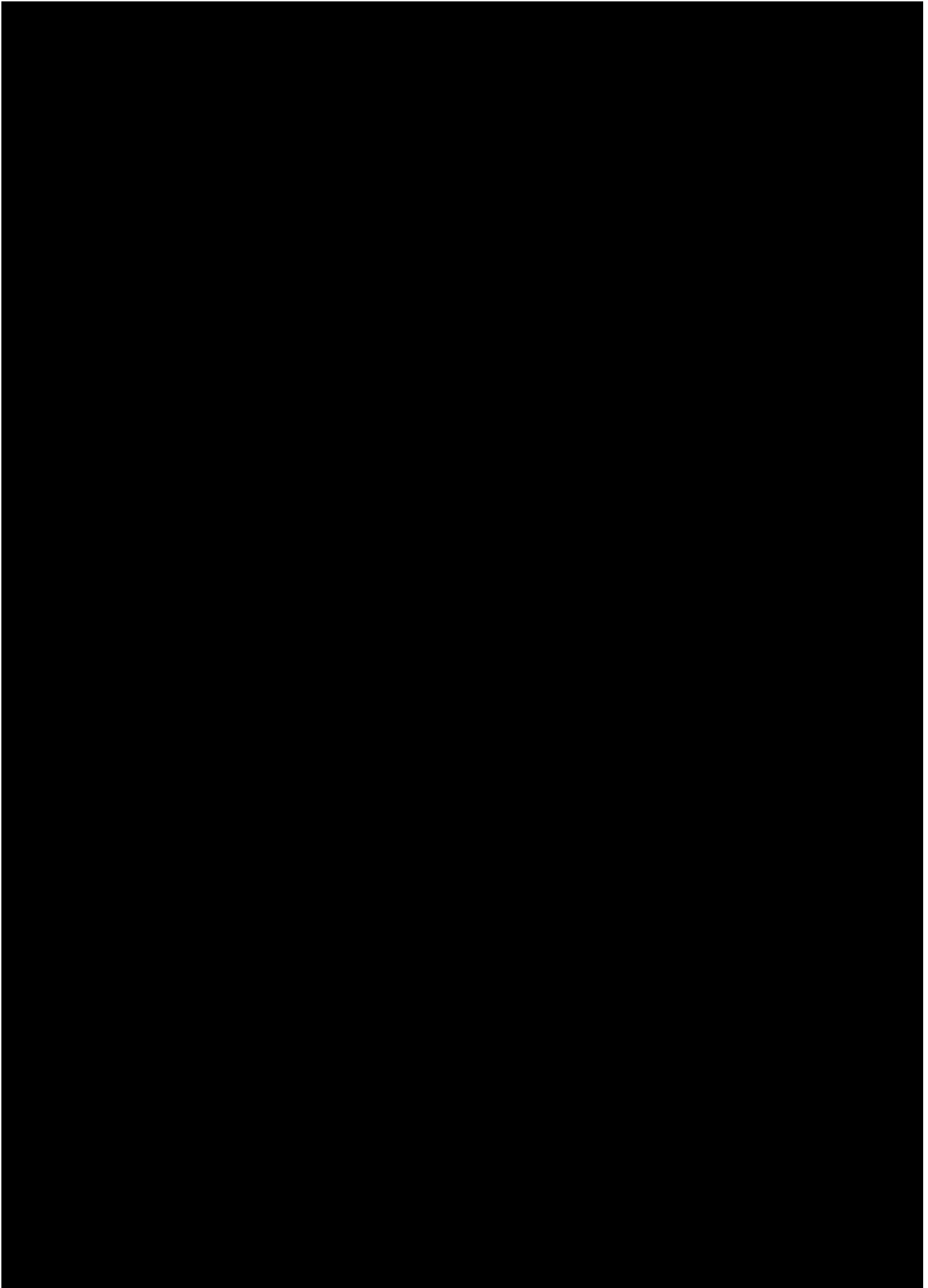
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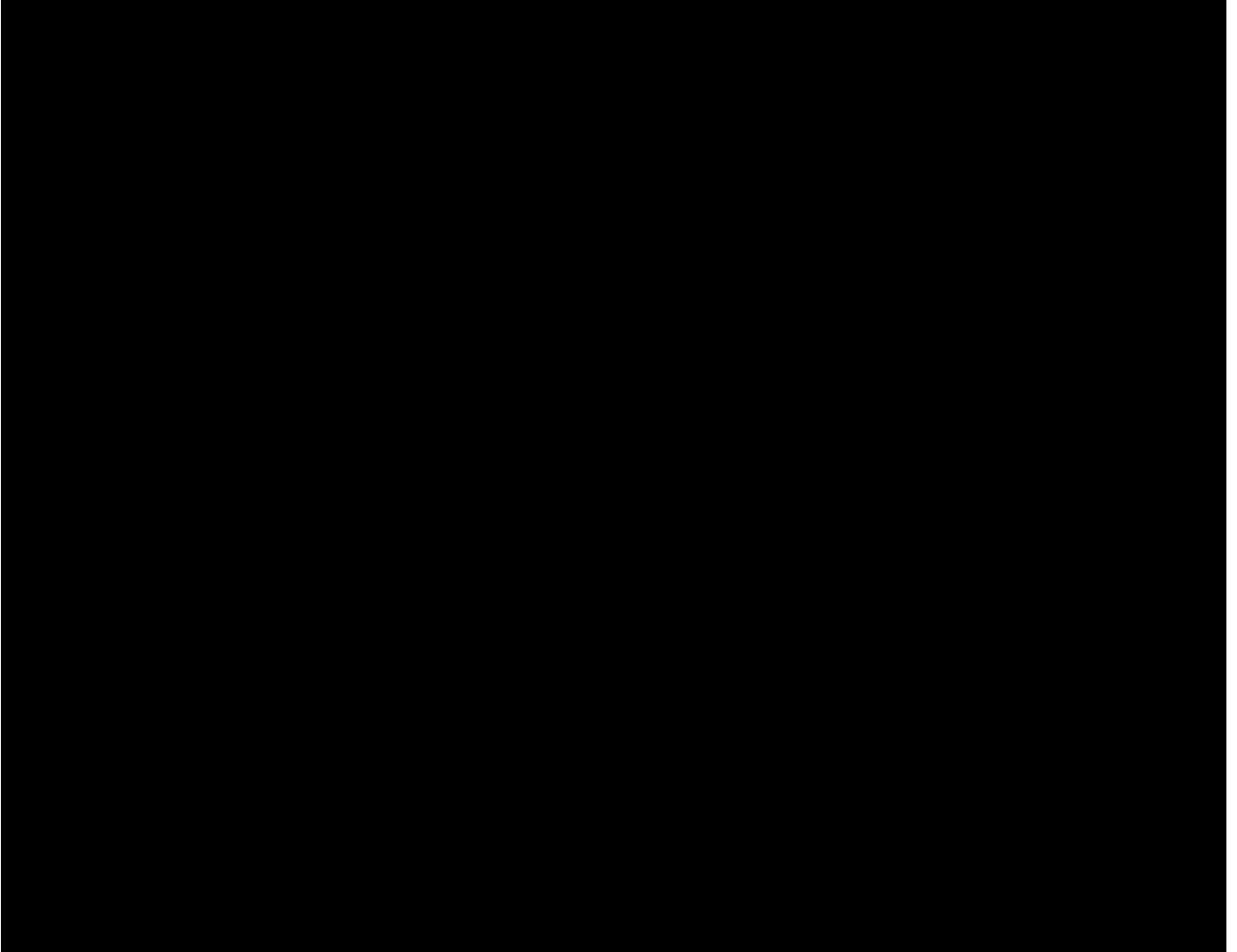
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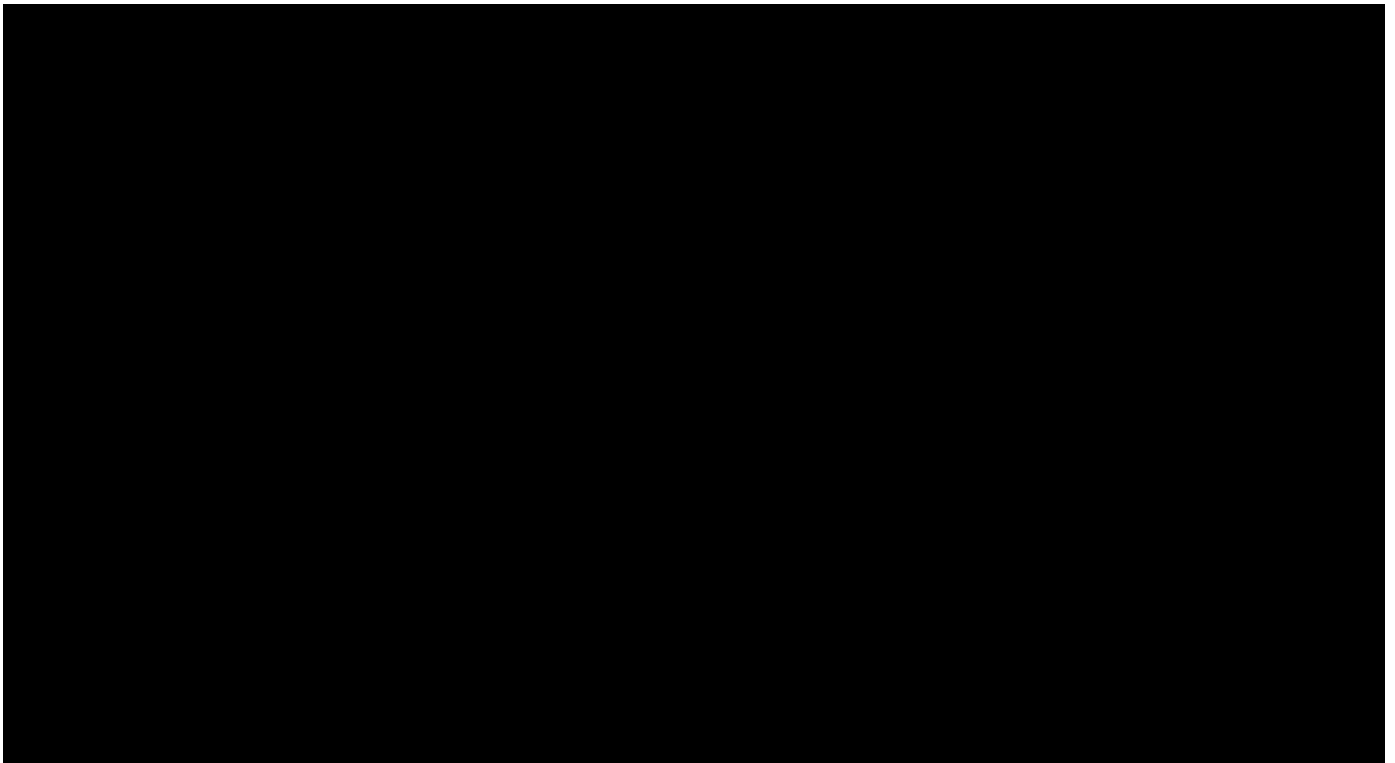


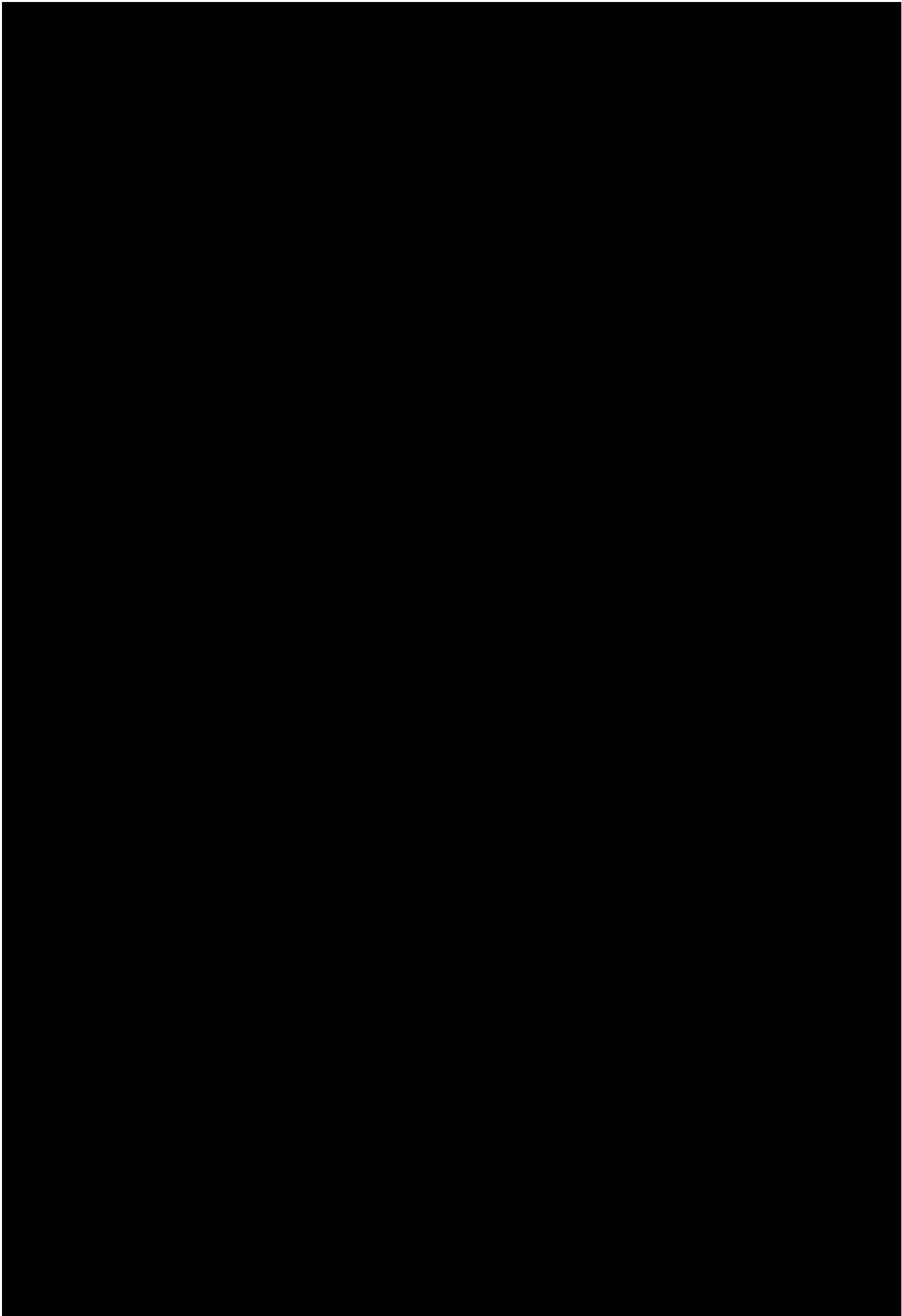


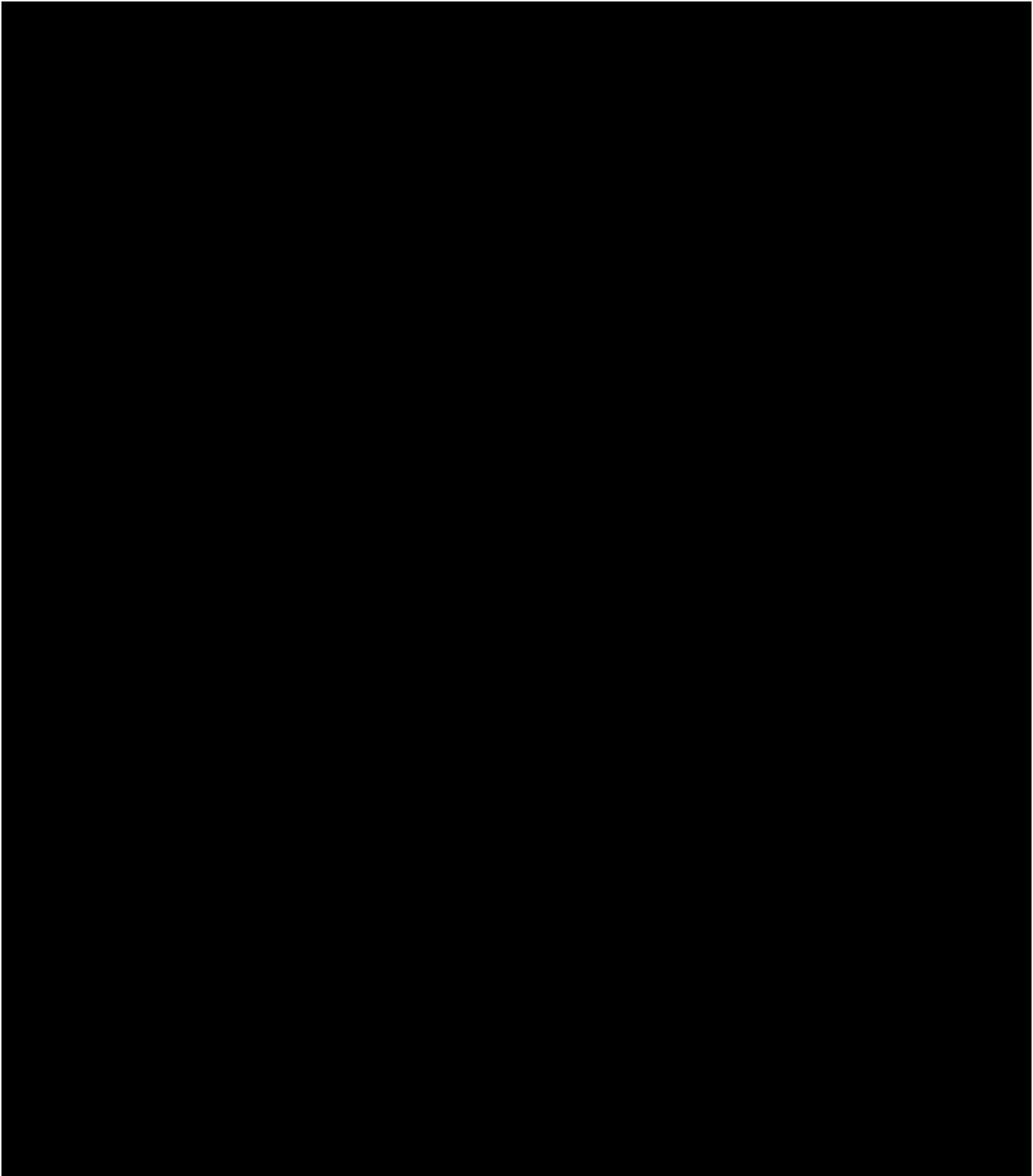
Requirements & Scope



Quality Assurance & Testing







Q3 Relevant Experience (Case Studies) – 20% sub weighting

Please submit details of at least two relevant Microsoft Dynamics integration projects/programmes which your delivery team have completed within the last 3 years. Please include lessons learned which your team will apply to this programme. Your response should include, but not be limited exclusively to the following deliverables:
Experience and approach to the parallel running while delivering a phased migration. Your experience and preferred approach for data/document migration from a current CRM system (Siebel CRM in CQC's instance) to Microsoft Dynamics. How you successfully delivered technology and risk mitigation issues such as single point of failure and bespoke systems. How you managed business process re-engineering in tandem to implementing a new technology solution for other organisations. How you implemented the transition state to minimise the disruption to the operations (line of business).

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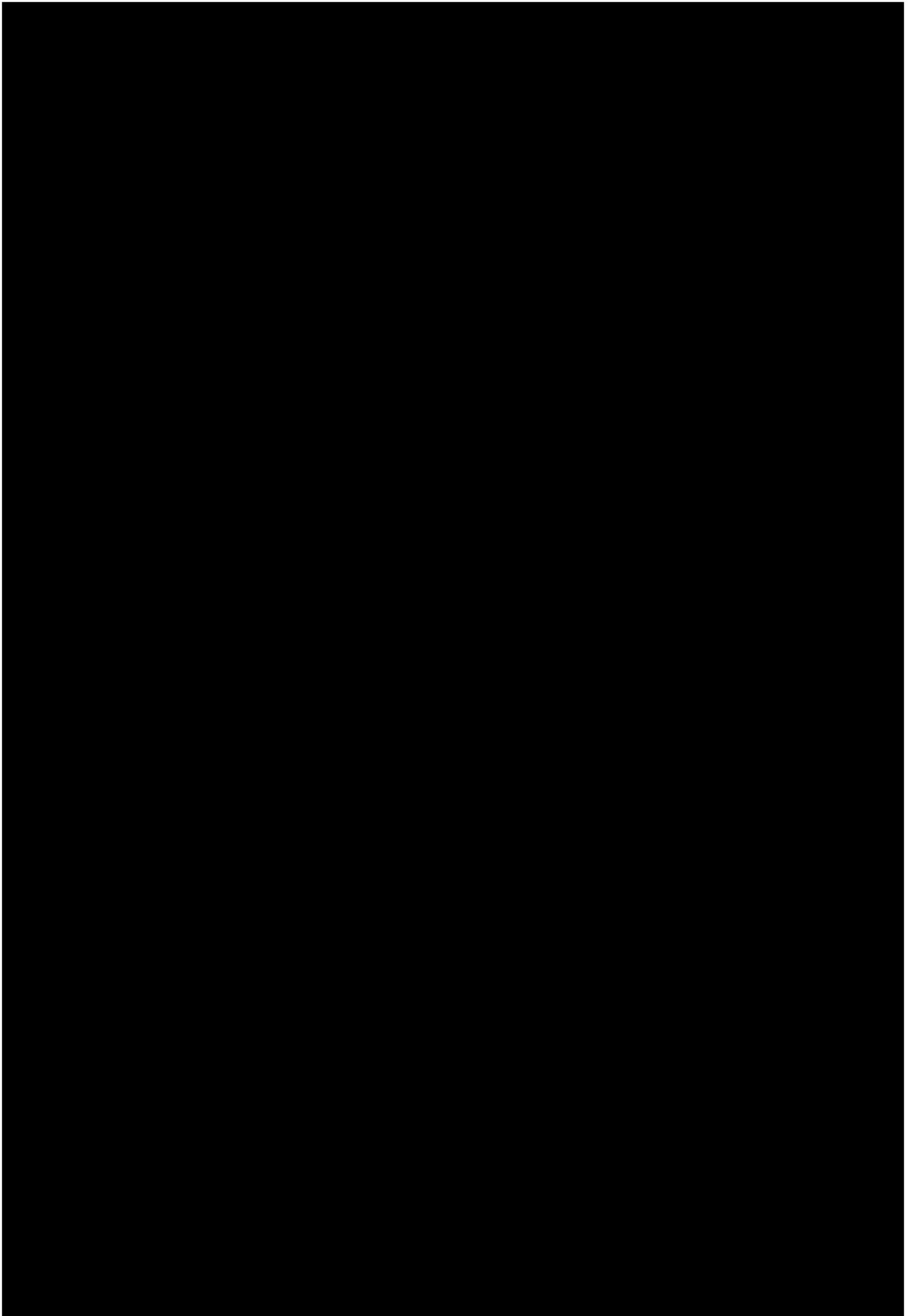
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Q4 Third Party Integration – 10% sub weighting

Please clarify if some elements of your proposed method of working are delivered by a partner organisation or a 3rd party supplier and evidence of your proven track record, experience and knowledge of working together. This should include examples of successful deployments for similar operations and duration of working partnership.

[REDACTED]



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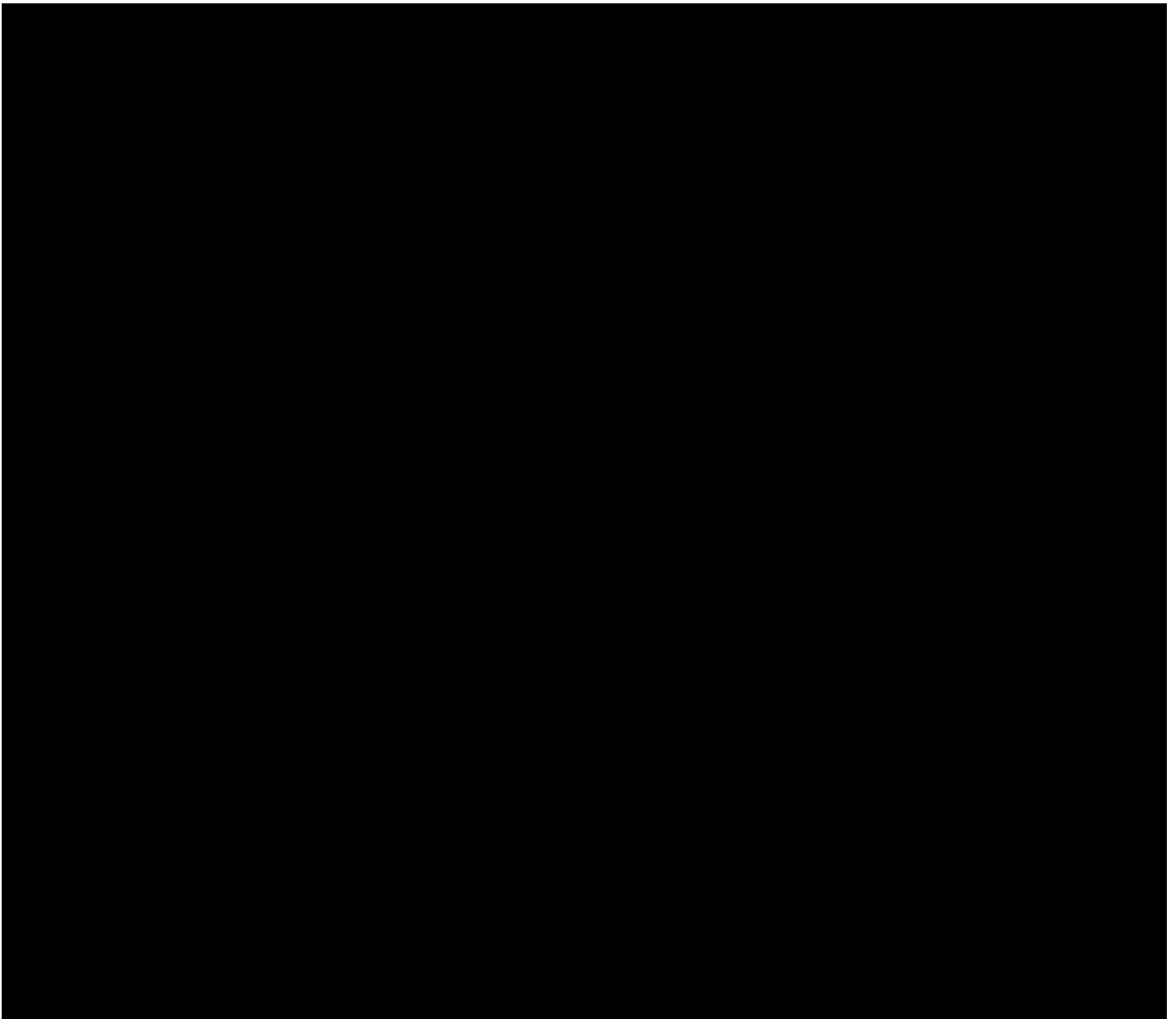
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Q5 Training – 10% sub weighting

Please clarify your proposed training roadmap for CQC staff to prepare for being moved onto the new platform; rollout of any additional functionality; business continuity; and trouble shooting.

This should include details of the knowledge readiness transition process and the further training, upskilling and mentoring that would be available to CQC staff for the duration of the subscription term to enable the continued development of skills and experience of nominated CQC staff.



Q6 Resourcing Delivery Team – 10% sub weighting:

Please submit details of your programme delivery team. Please explain which personnel will deliver our requirements, why they are best placed to do so, accompanied by what the management structure will be and detail of the specific allocation of tasks / roles. Please include one-page CVs for these personnel which should describe their skills, experience and capacity to deliver.

Please note, there is an expectation that staff listed in your proposal are the staff who deliver this programme. In extreme circumstances a replacement person may be implemented only once they have been accepted by the CQC.

[REDACTED]

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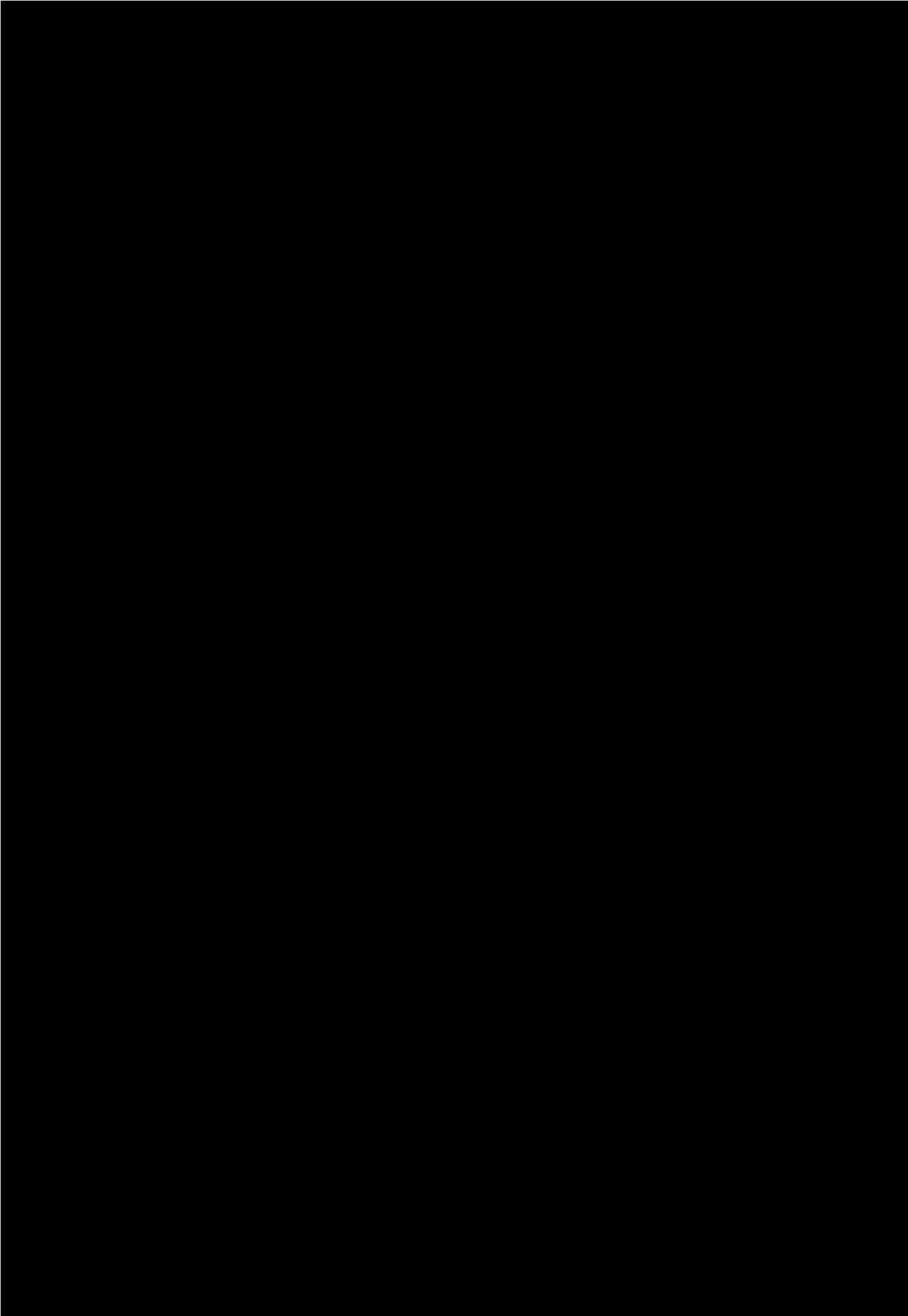
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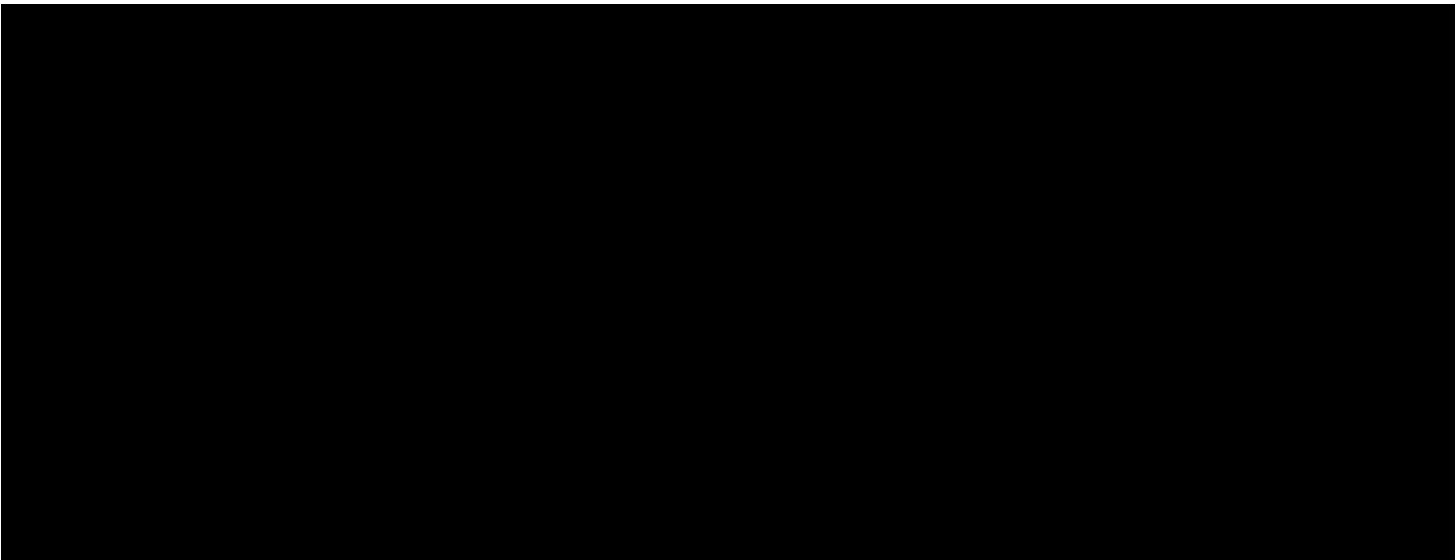
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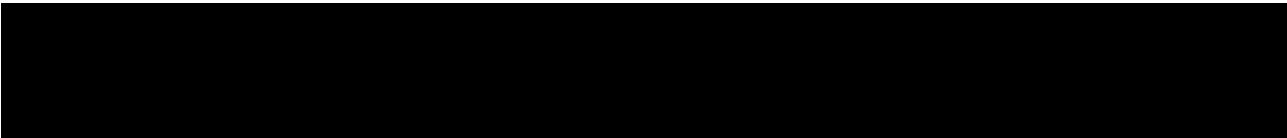
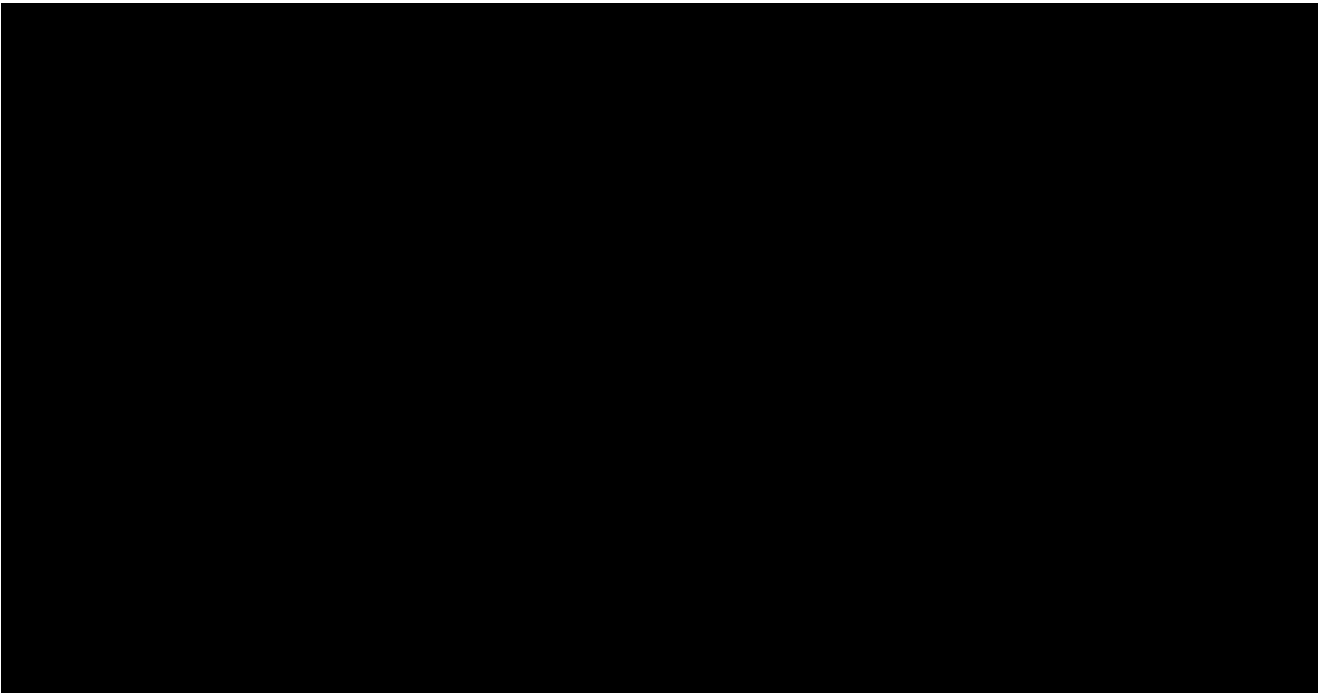
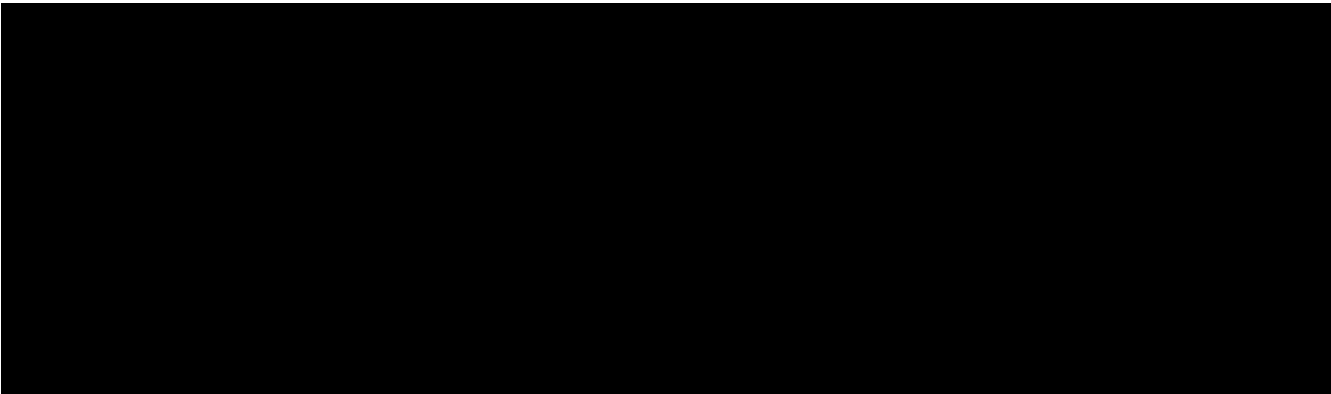
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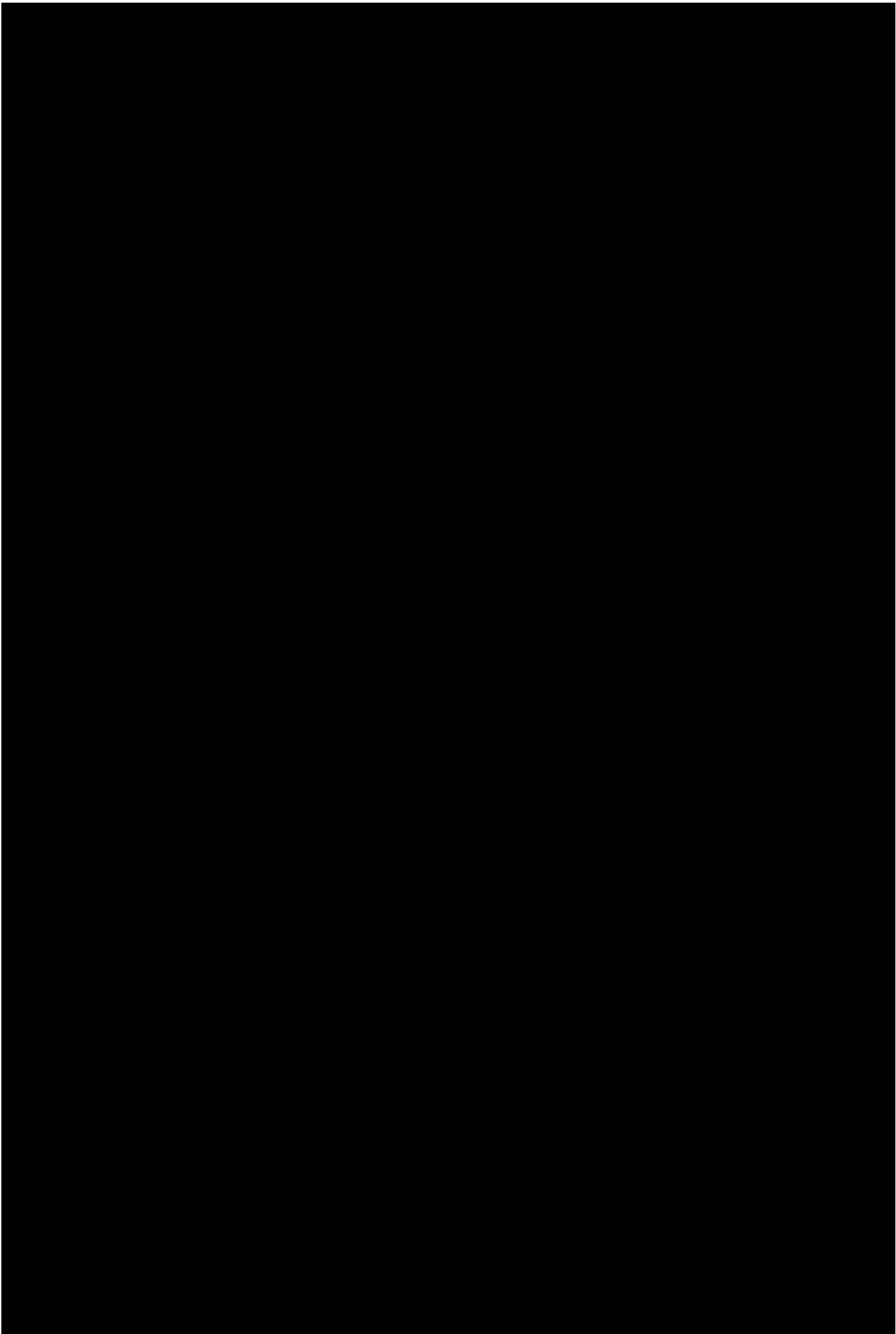




Q7 Resourcing Mechanisms – 10% sub weighting

Please confirm what mechanisms you will put in place to ensure the right people are involved and available and how this will be managed.







Q8 Developing online/offline inspection App on Dynamics 365 (Power Platform) for the Inspection Staff – 10% sub weighting

As per the scenario detail contained within section 1a of the Statement of Requirements document please demonstrate the process you would follow to design and build the App for data & evidence capture to enable the reporting writing function of the inspection process.

Please provide an outline delivery approach for the App, your response should include but not be limited exclusively to the following points:

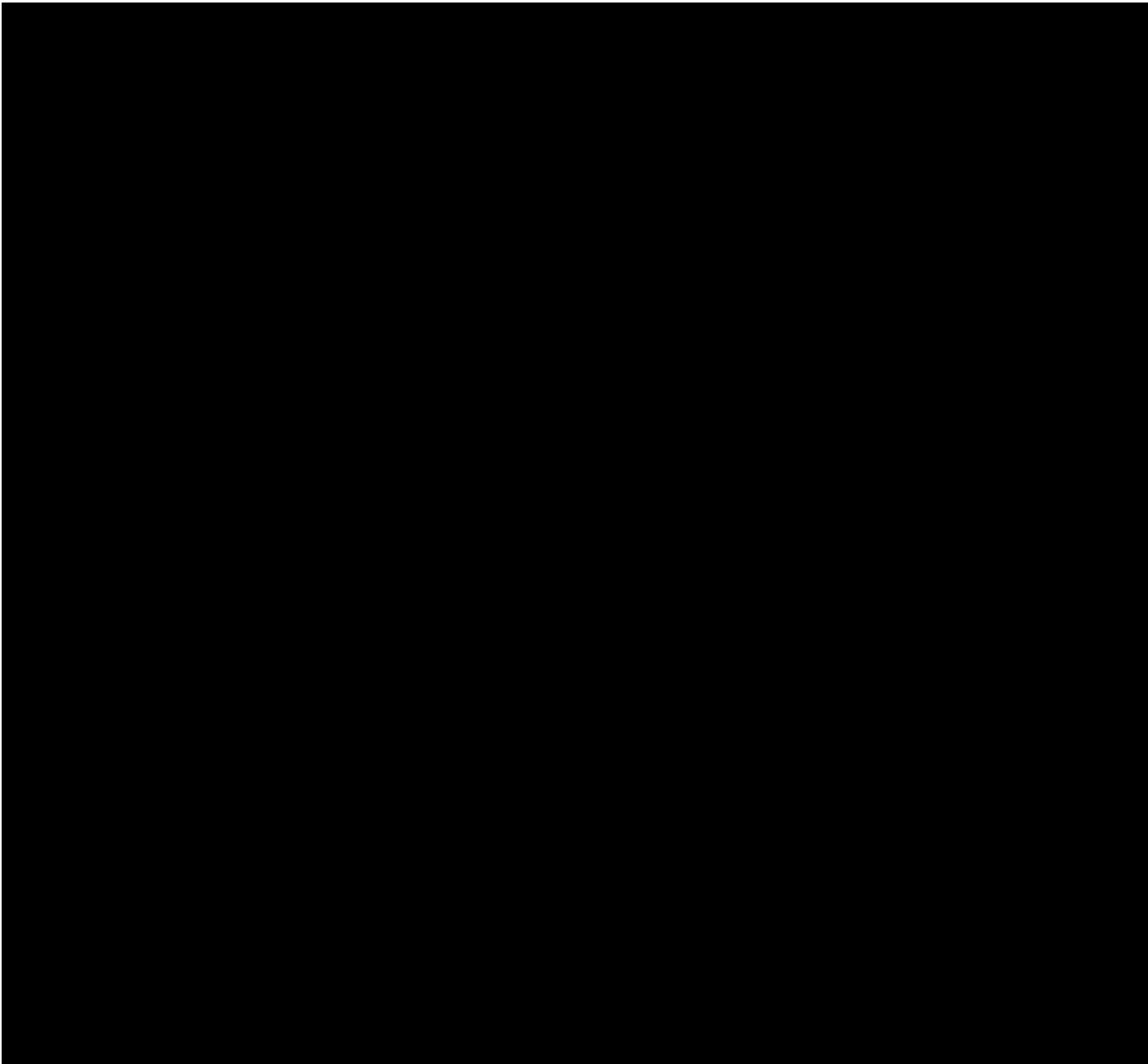
Approach

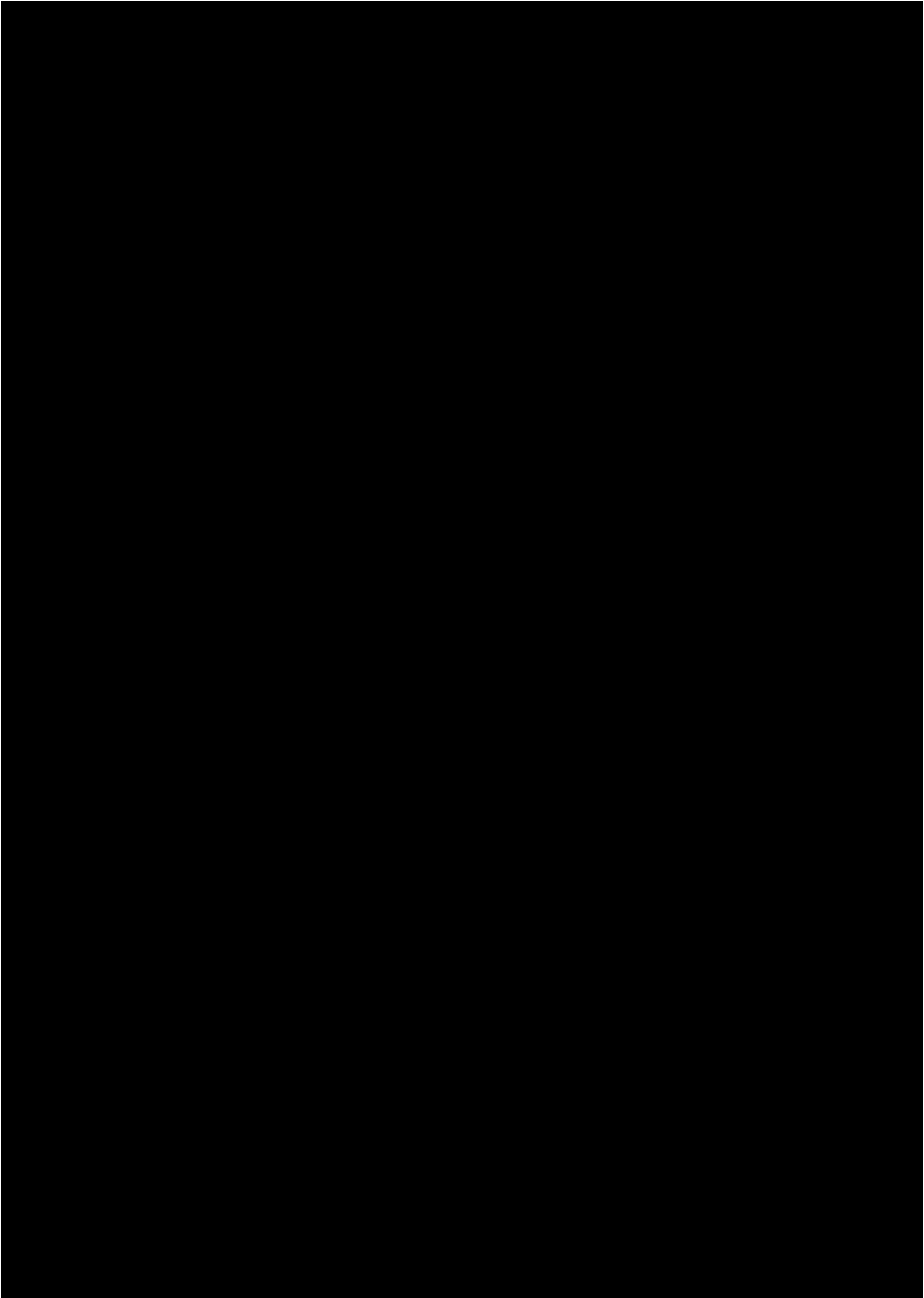
Design

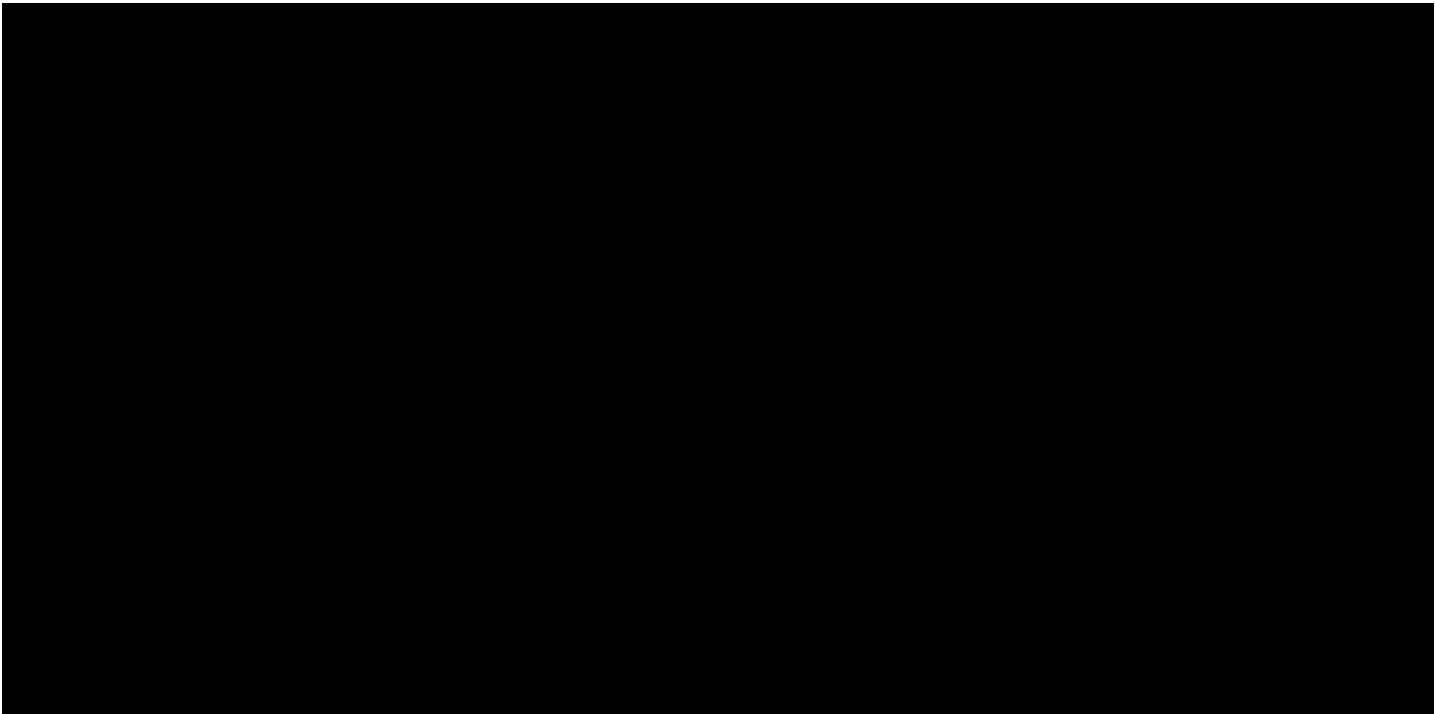
Build

Testing

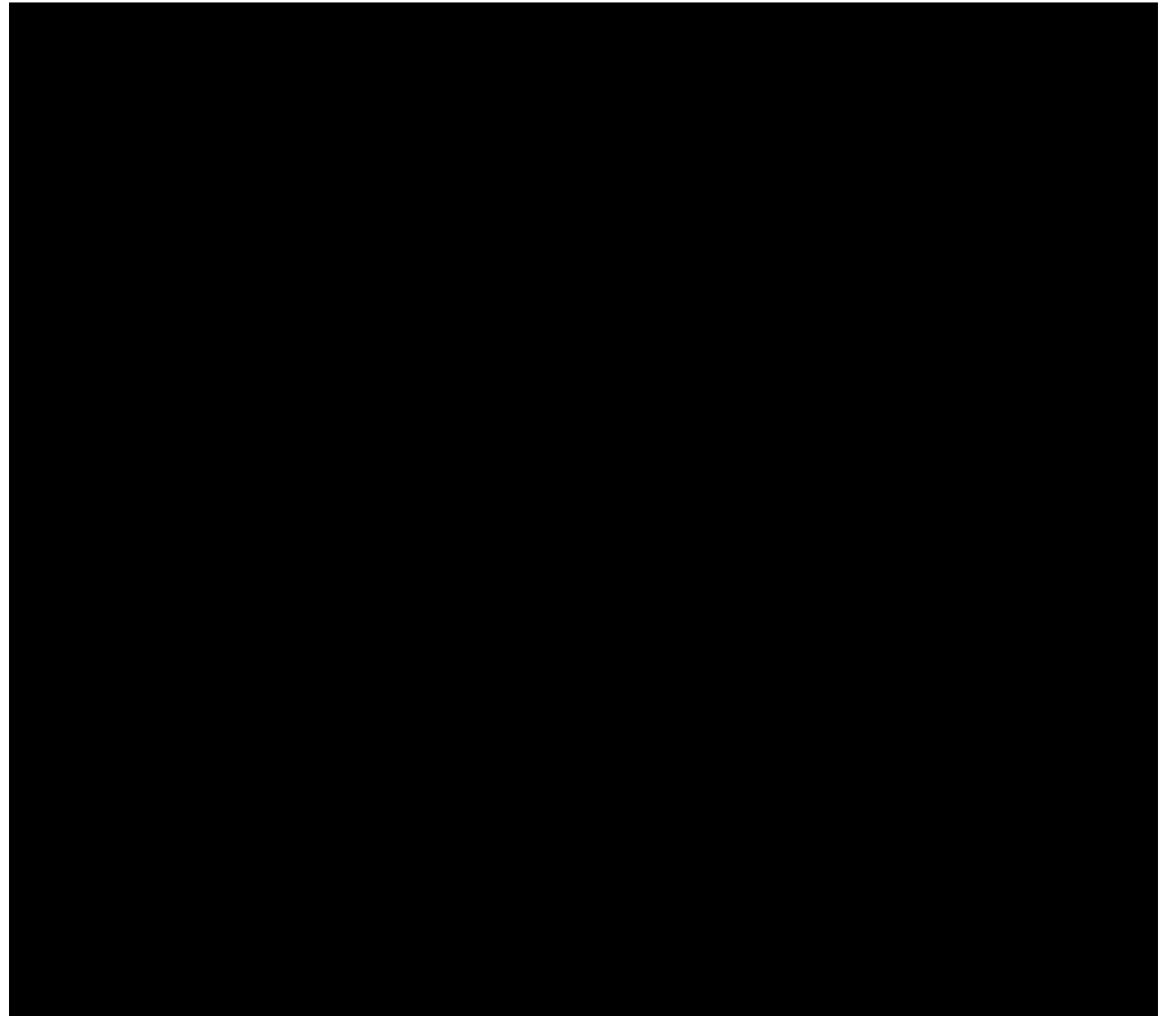
Costing method

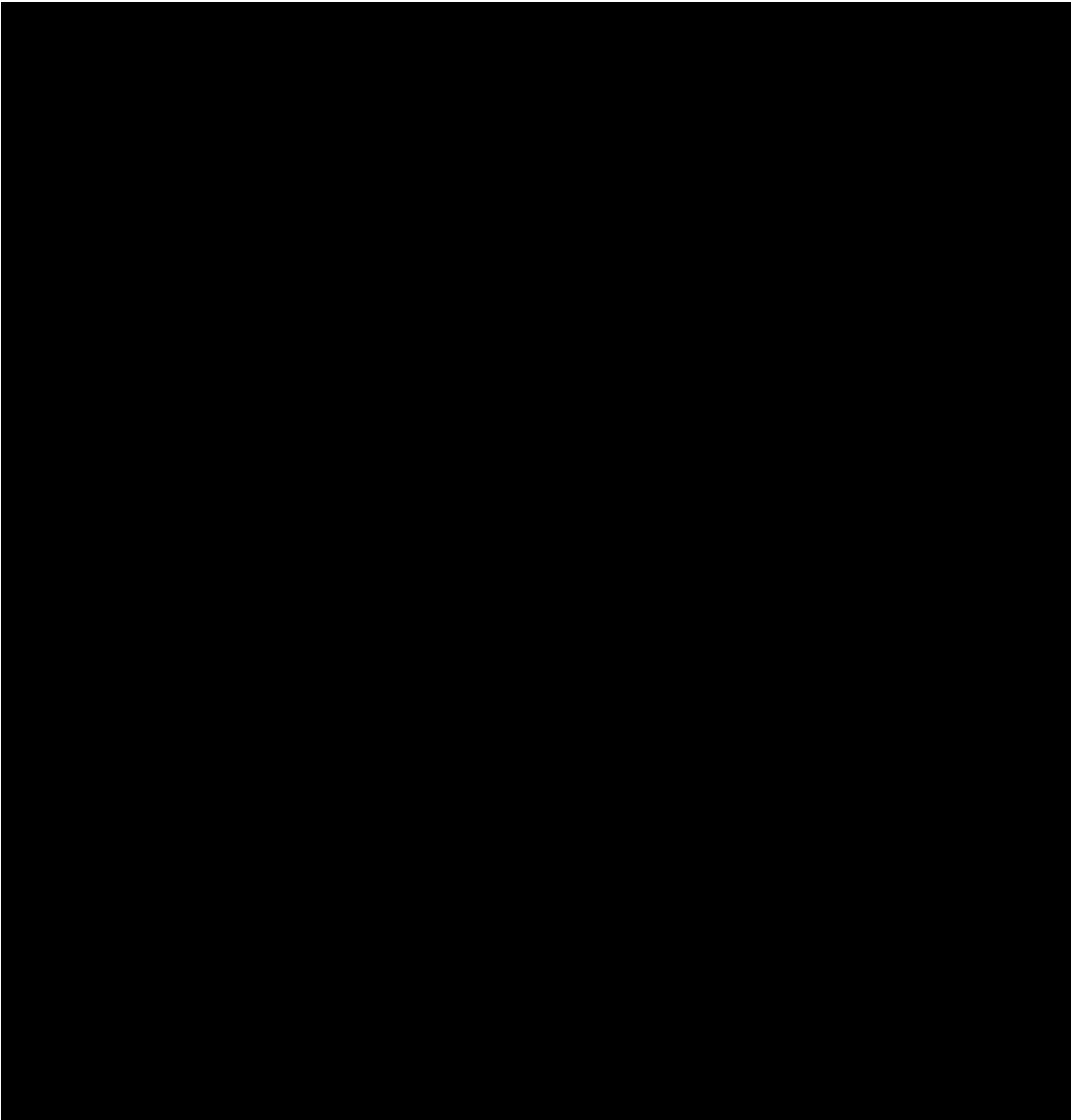
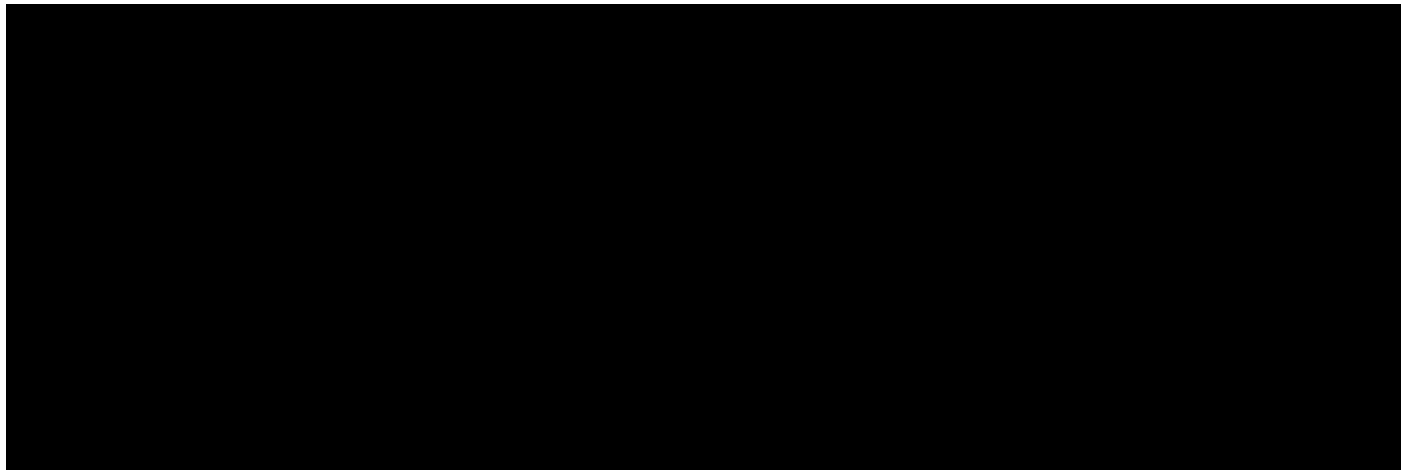






Technology Design

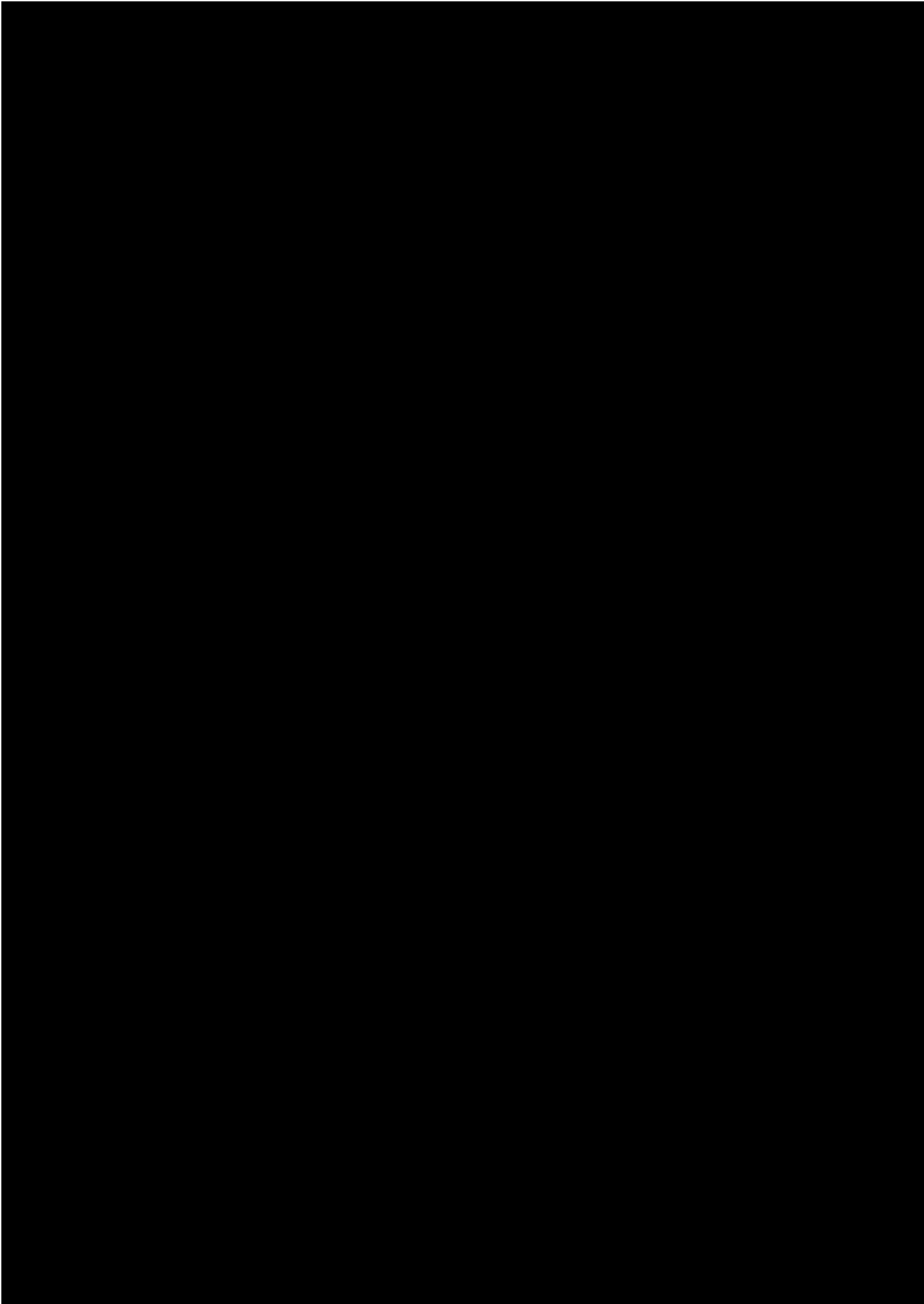




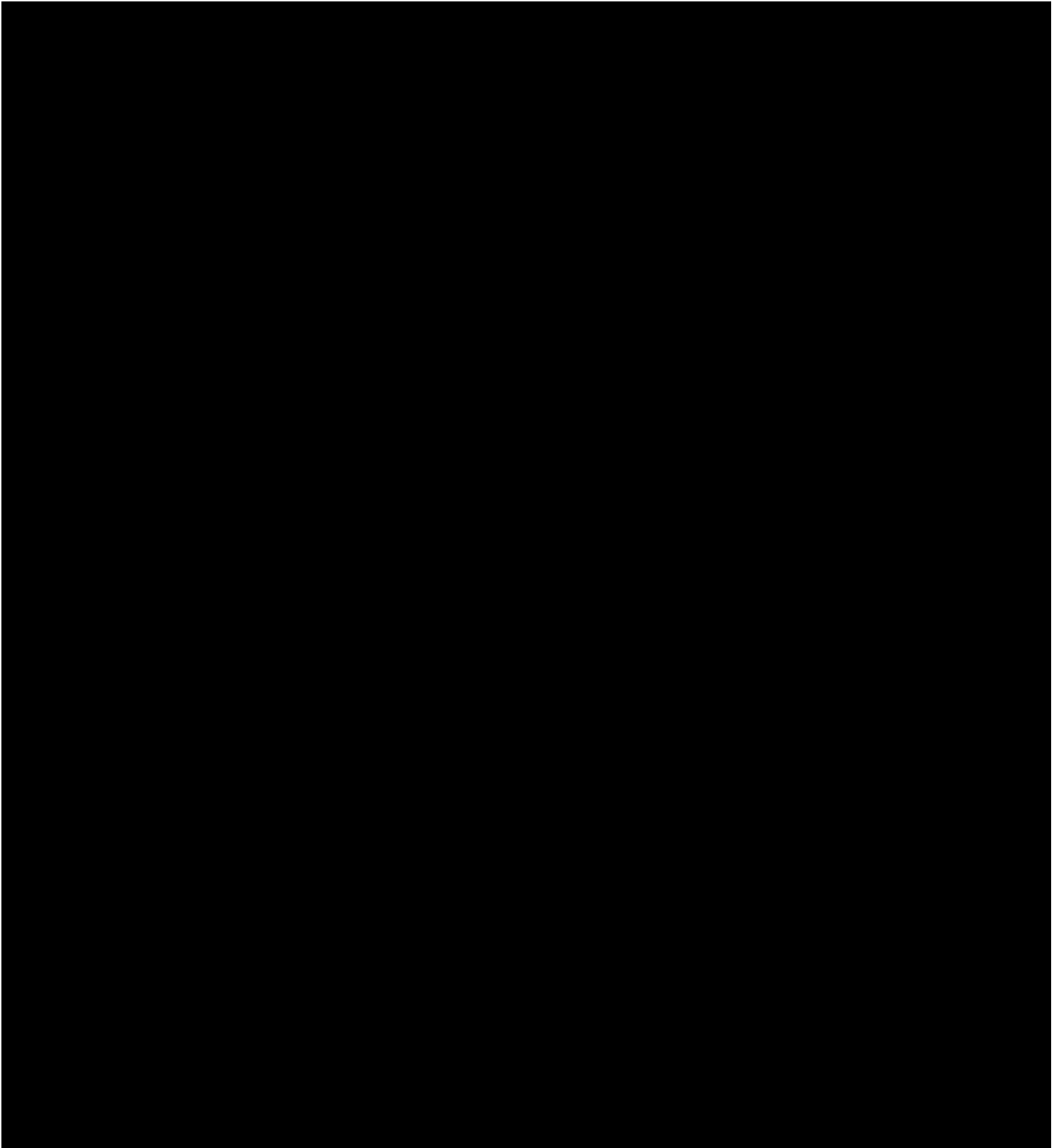
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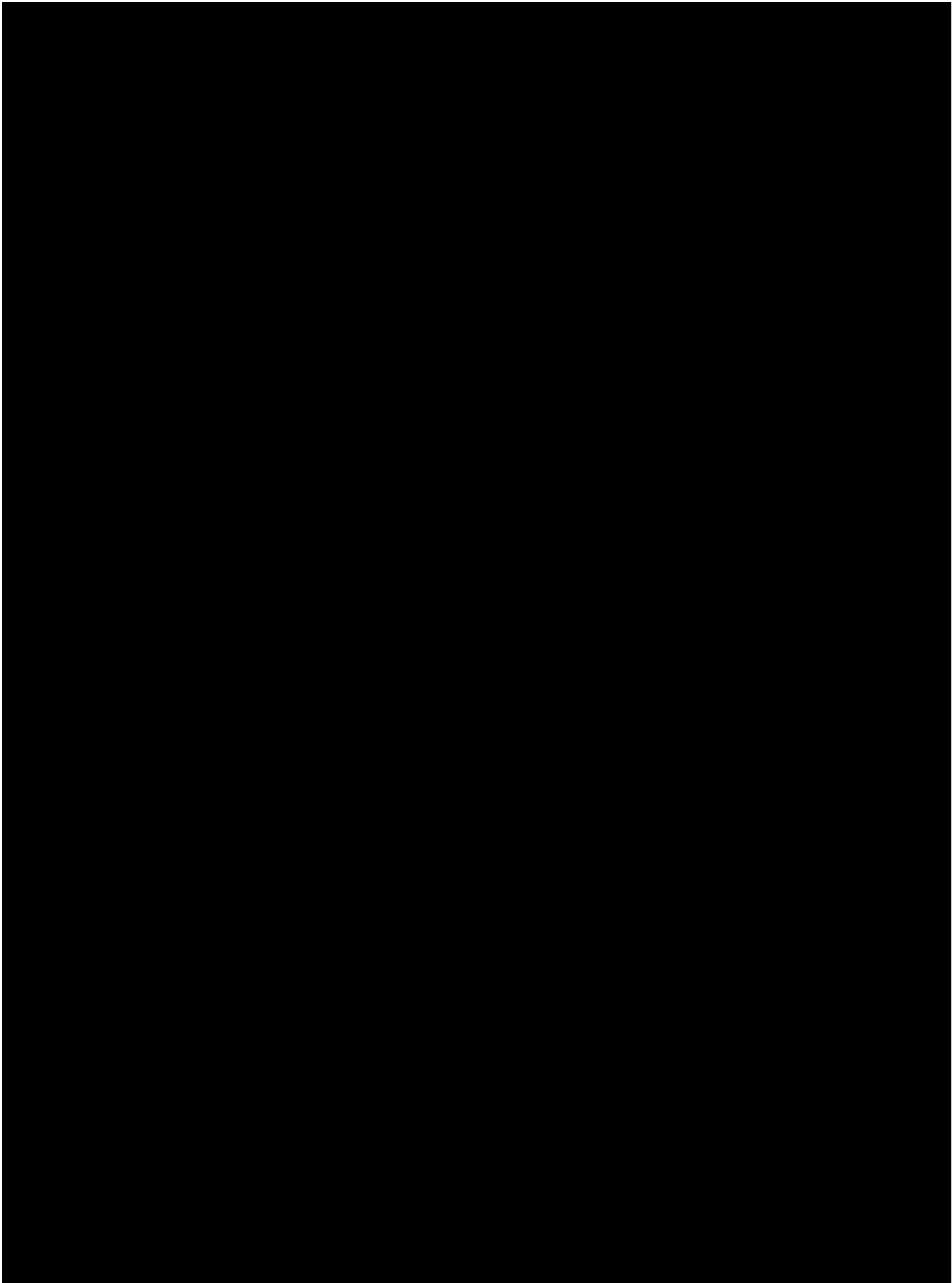
Testing

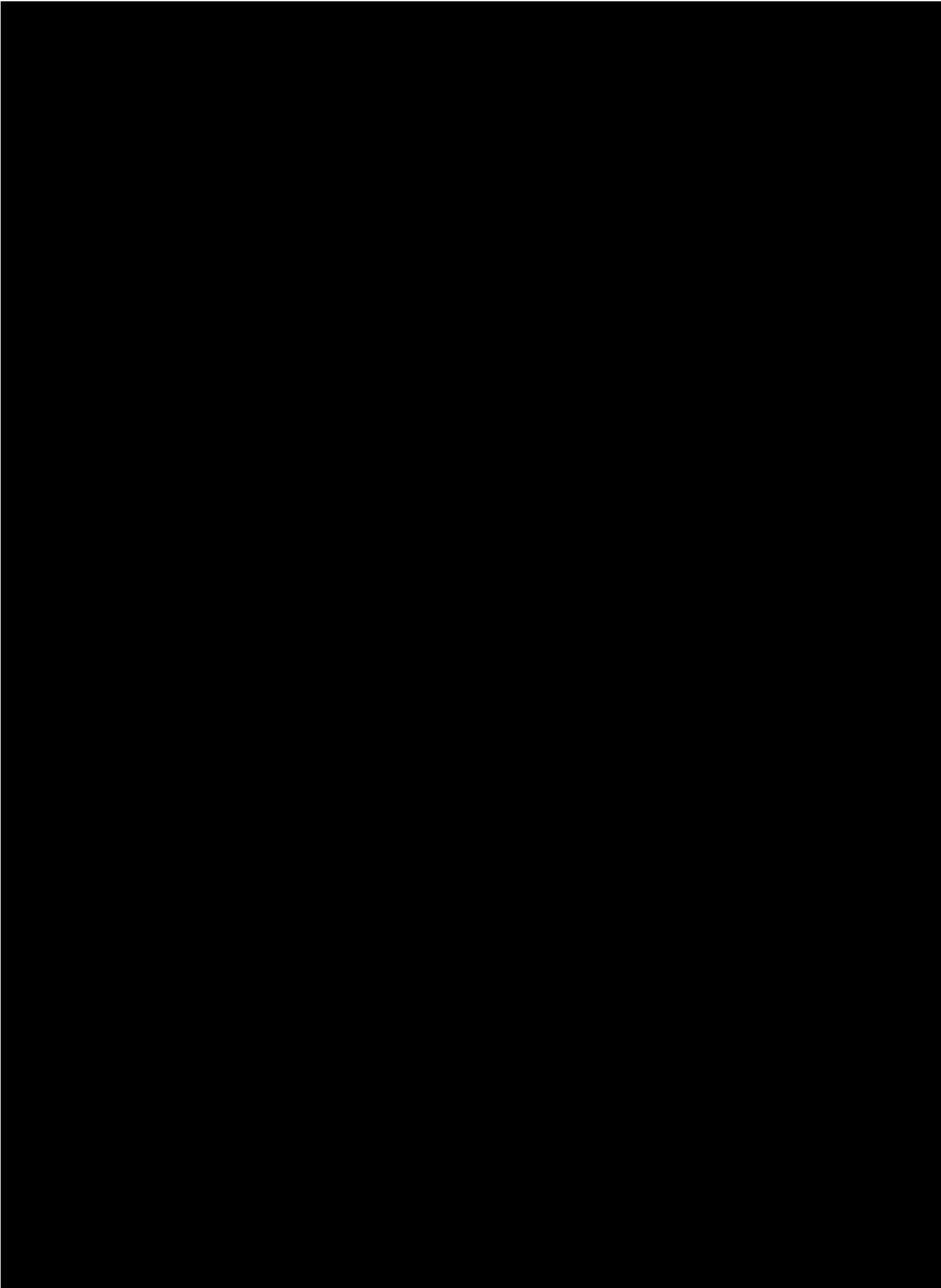
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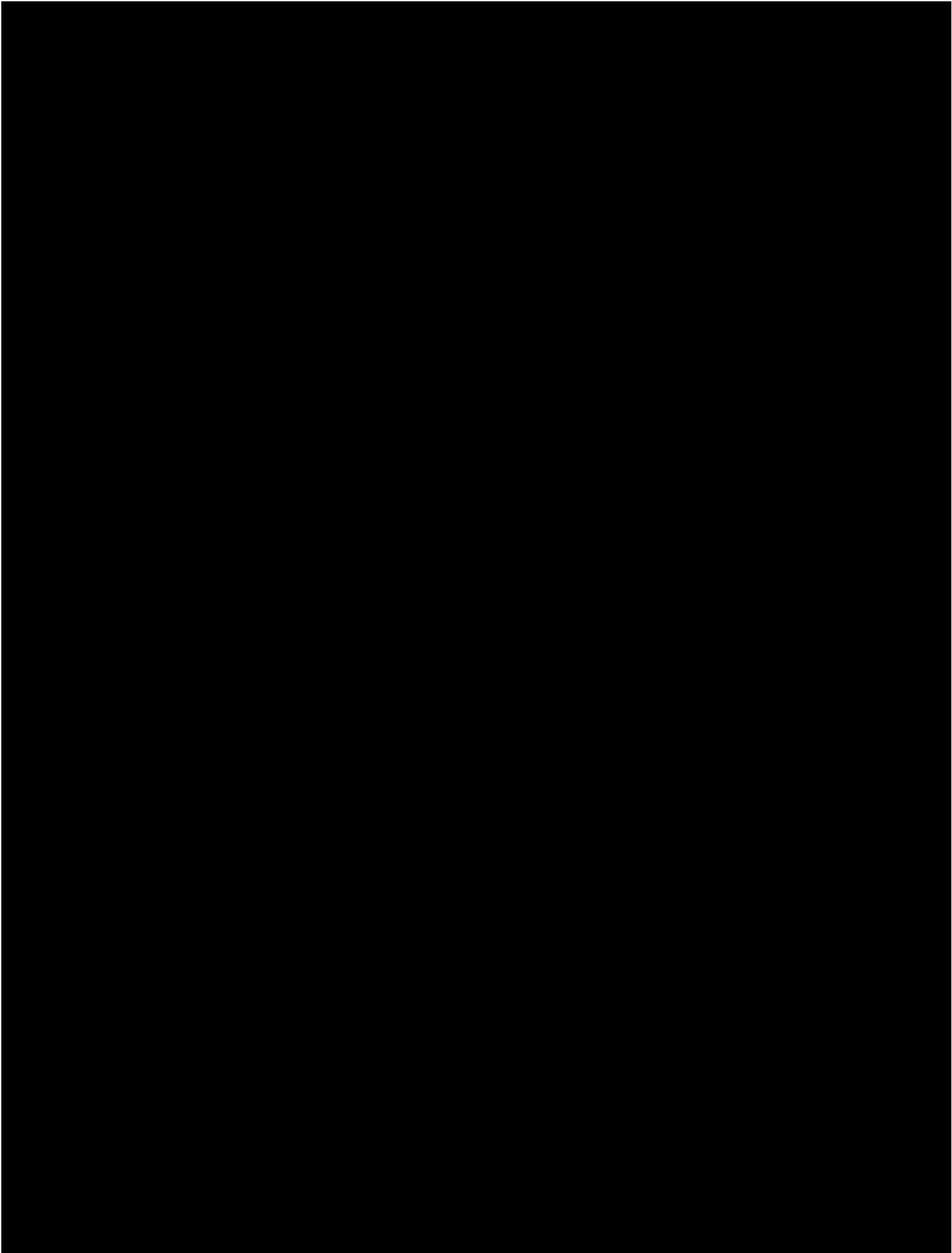


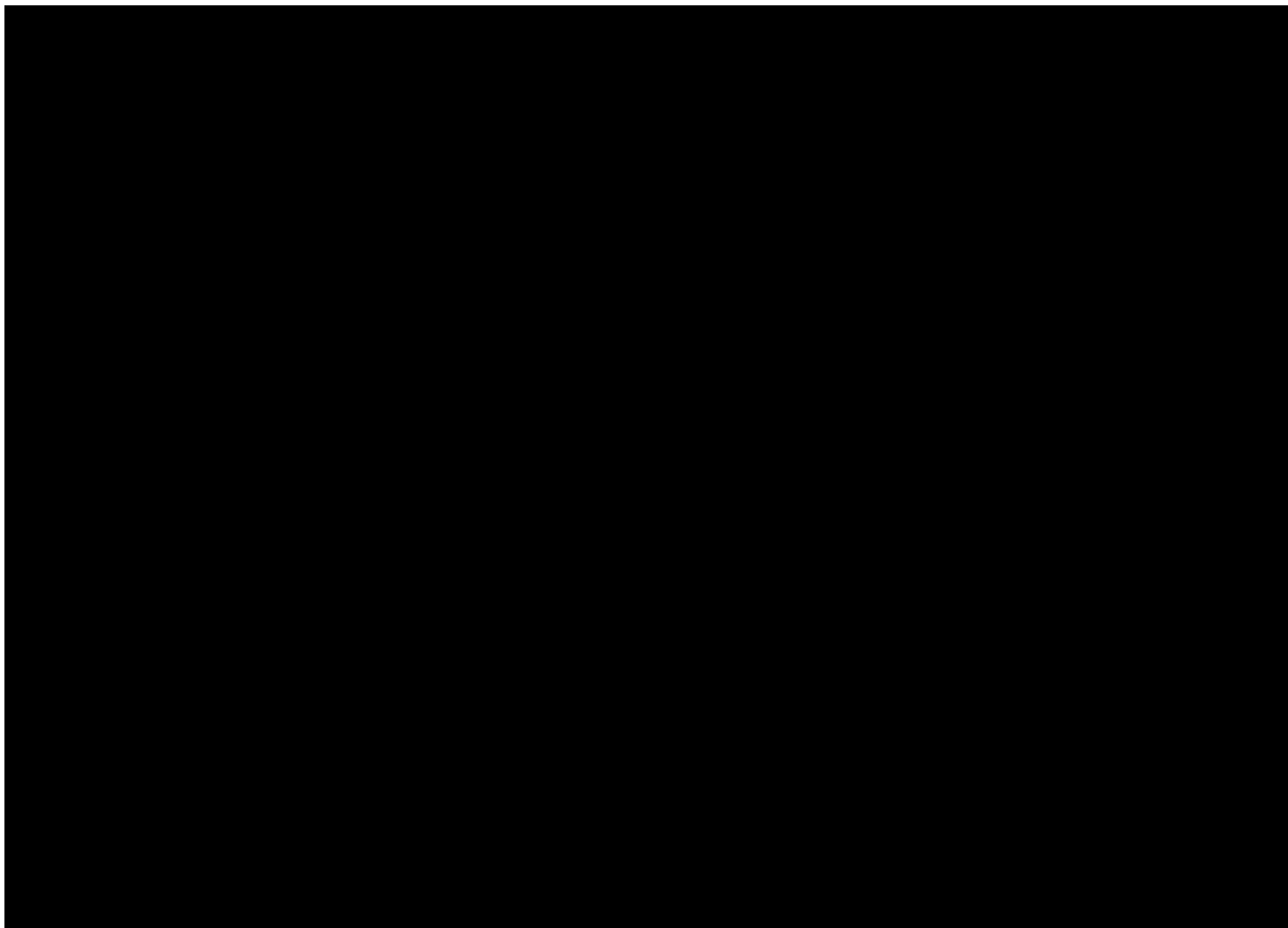
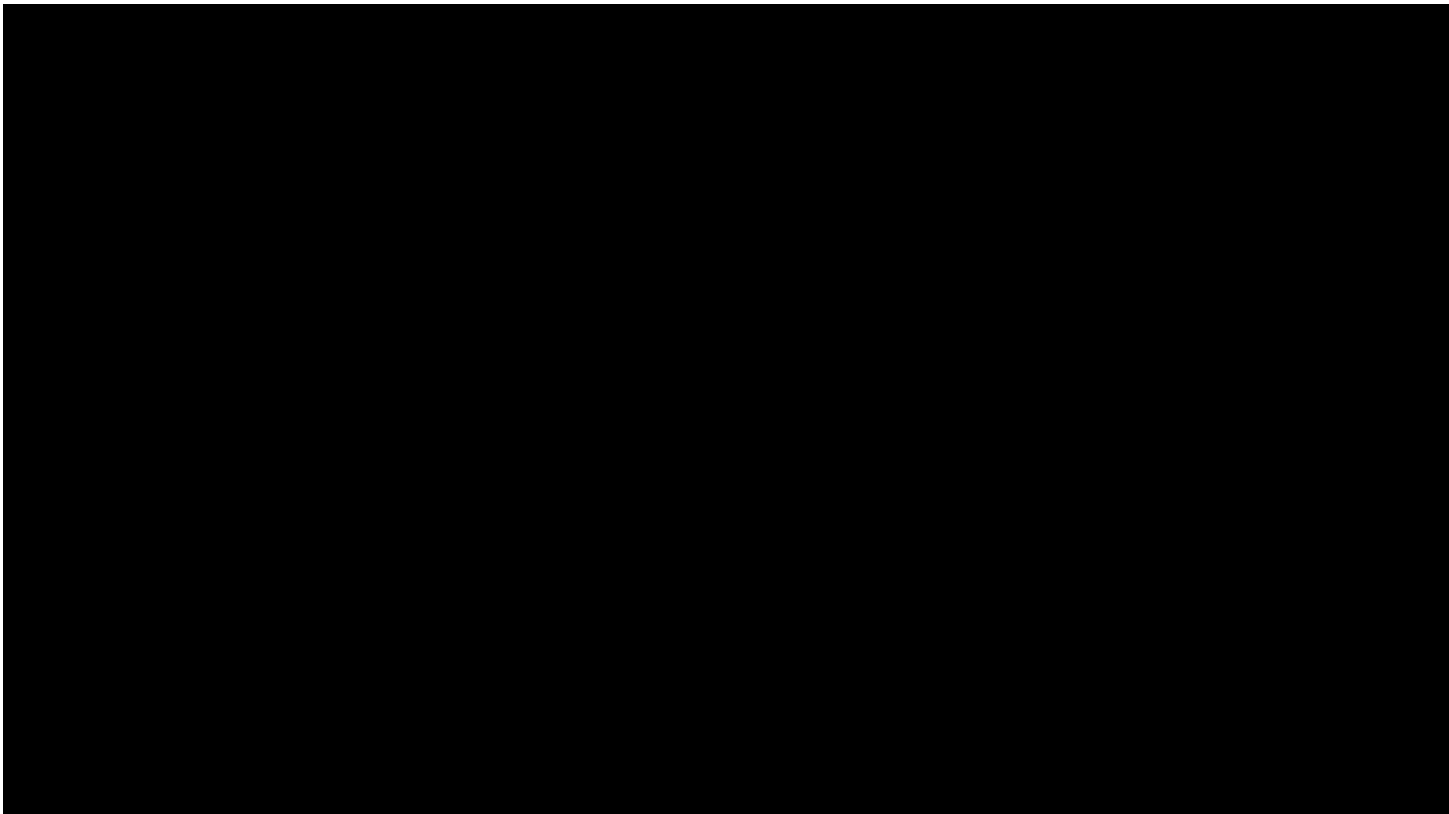
Proposed CQC Programme Team (KPMG Roles)

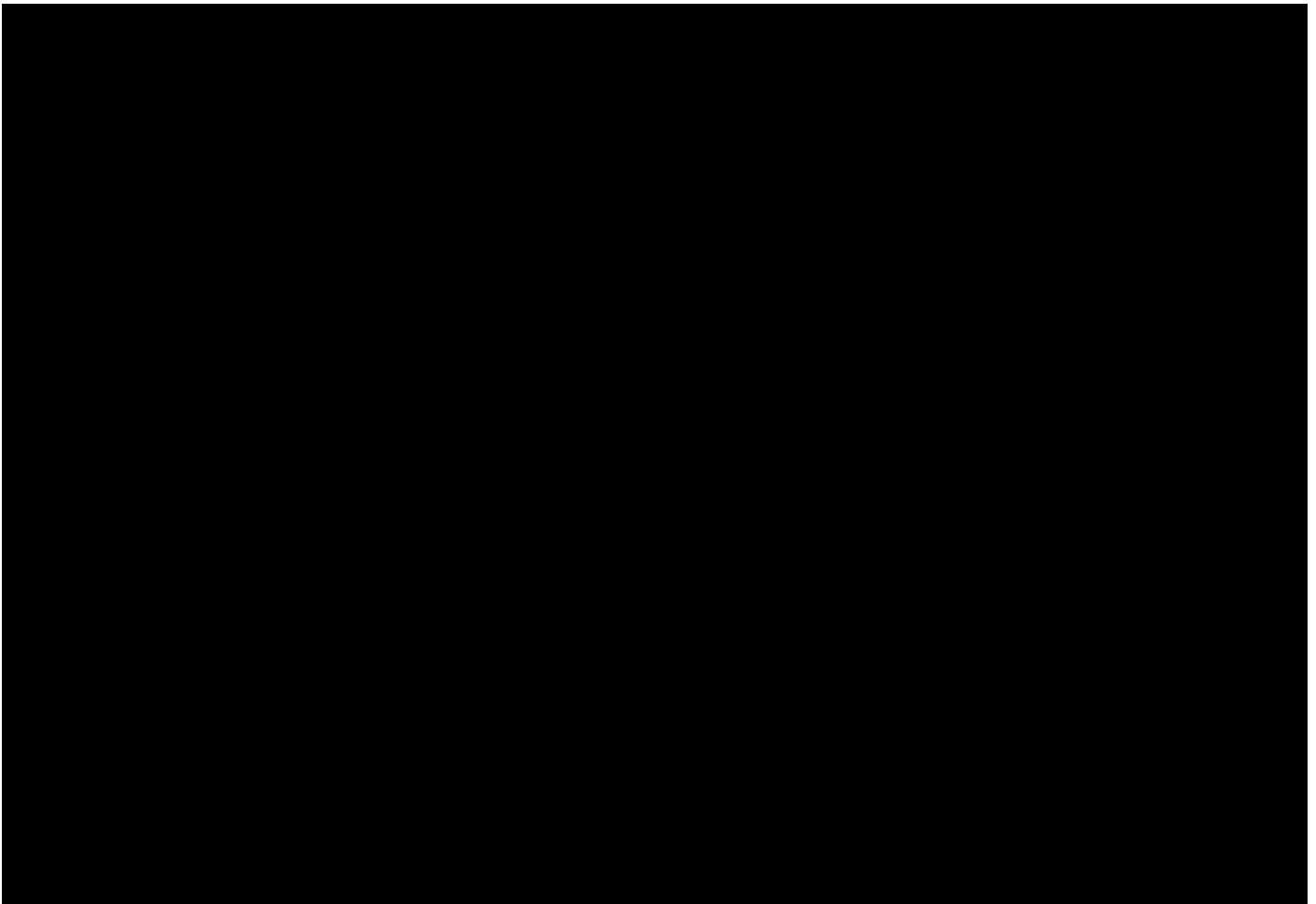


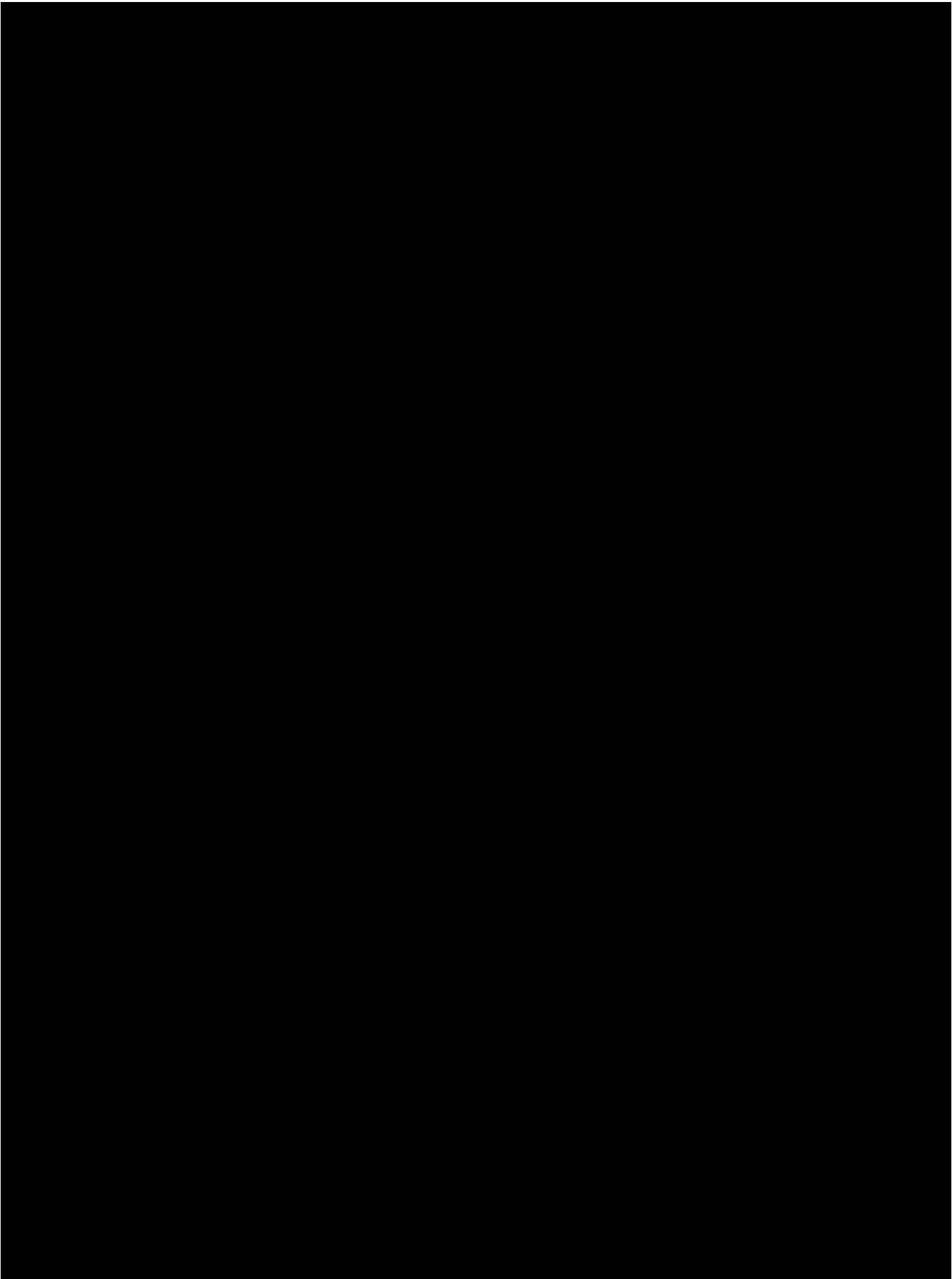






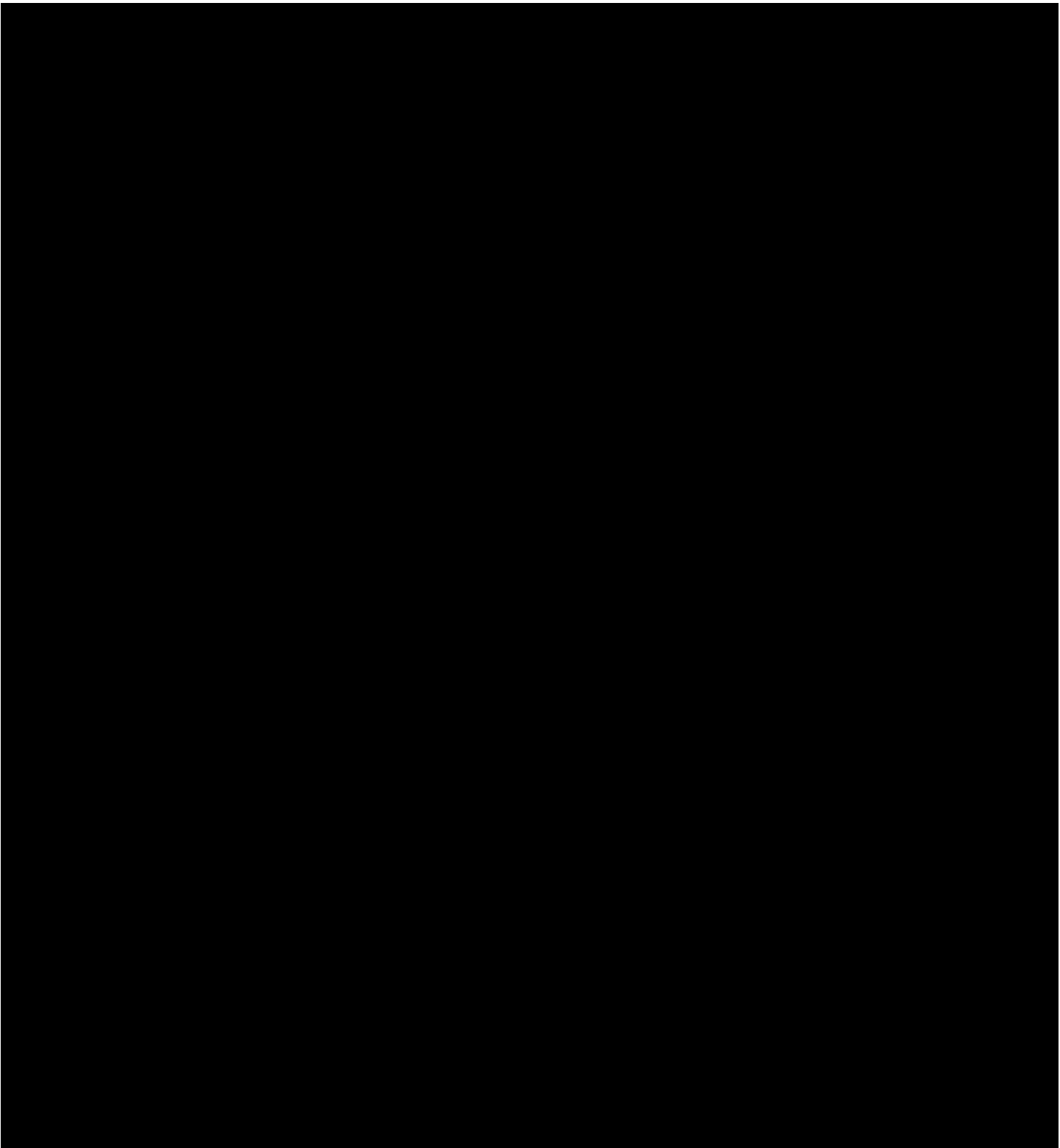






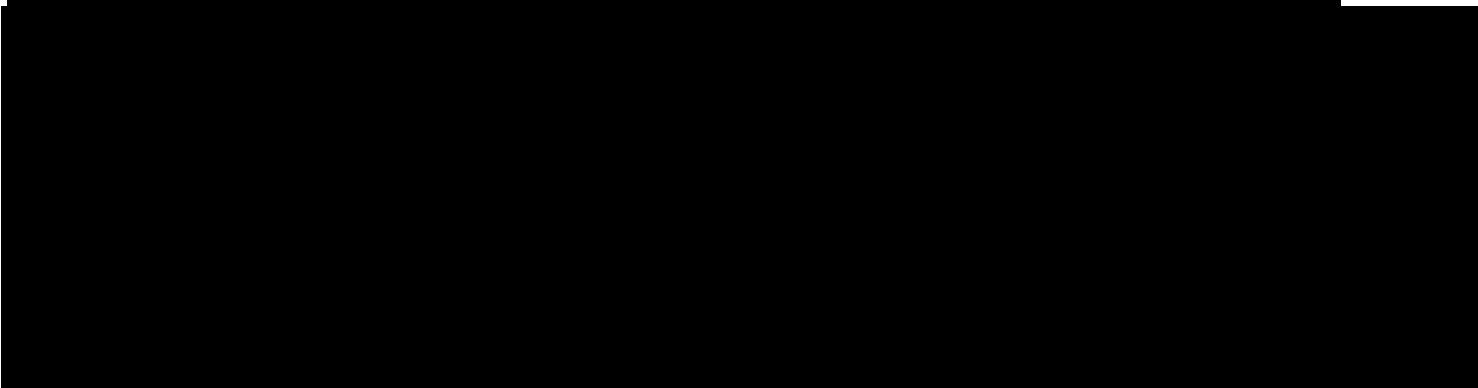
KPMG Rate Card Estimated Costs – Appendix 3 Pricing Schedule

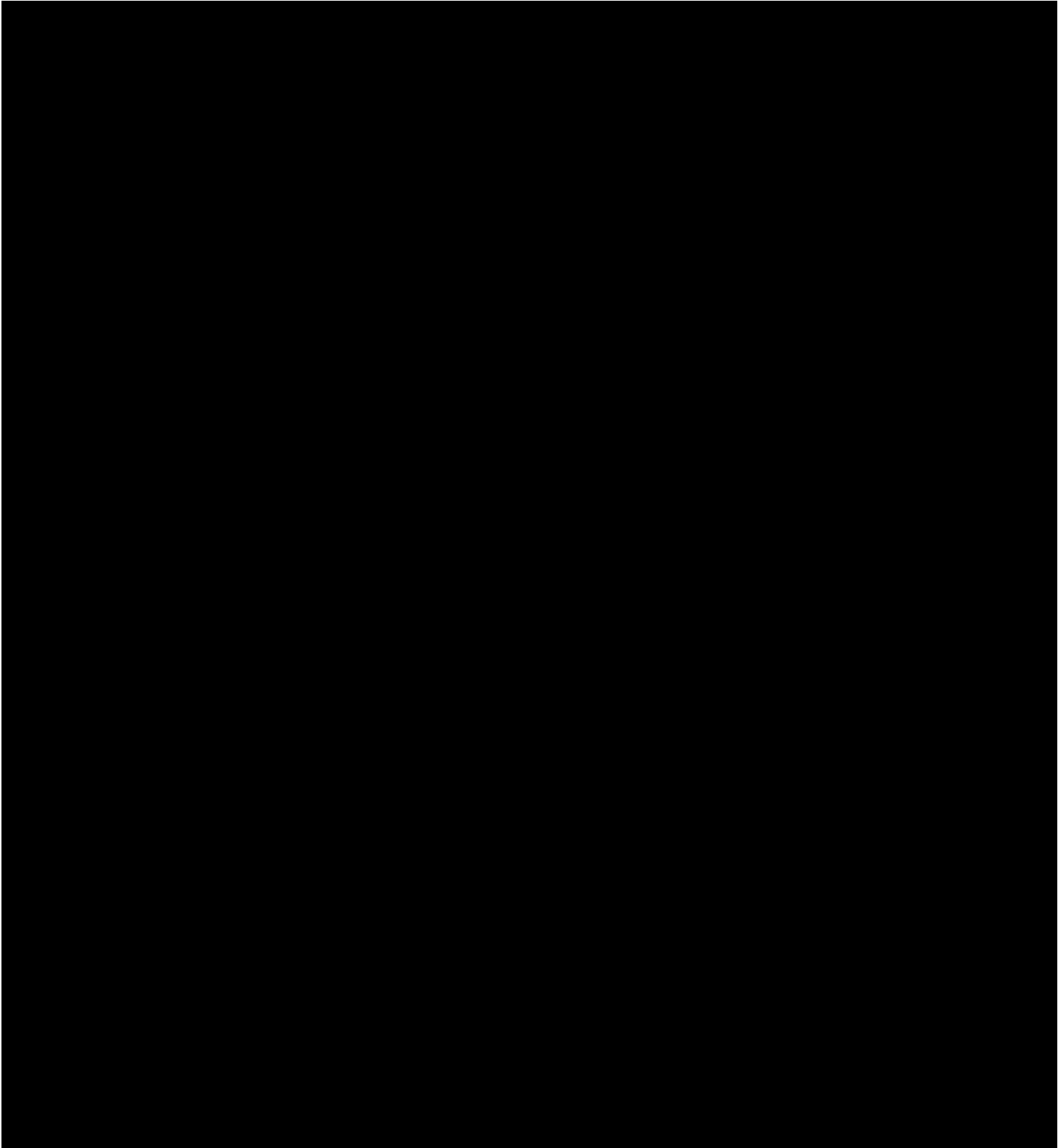
Daily Reports to be Completed

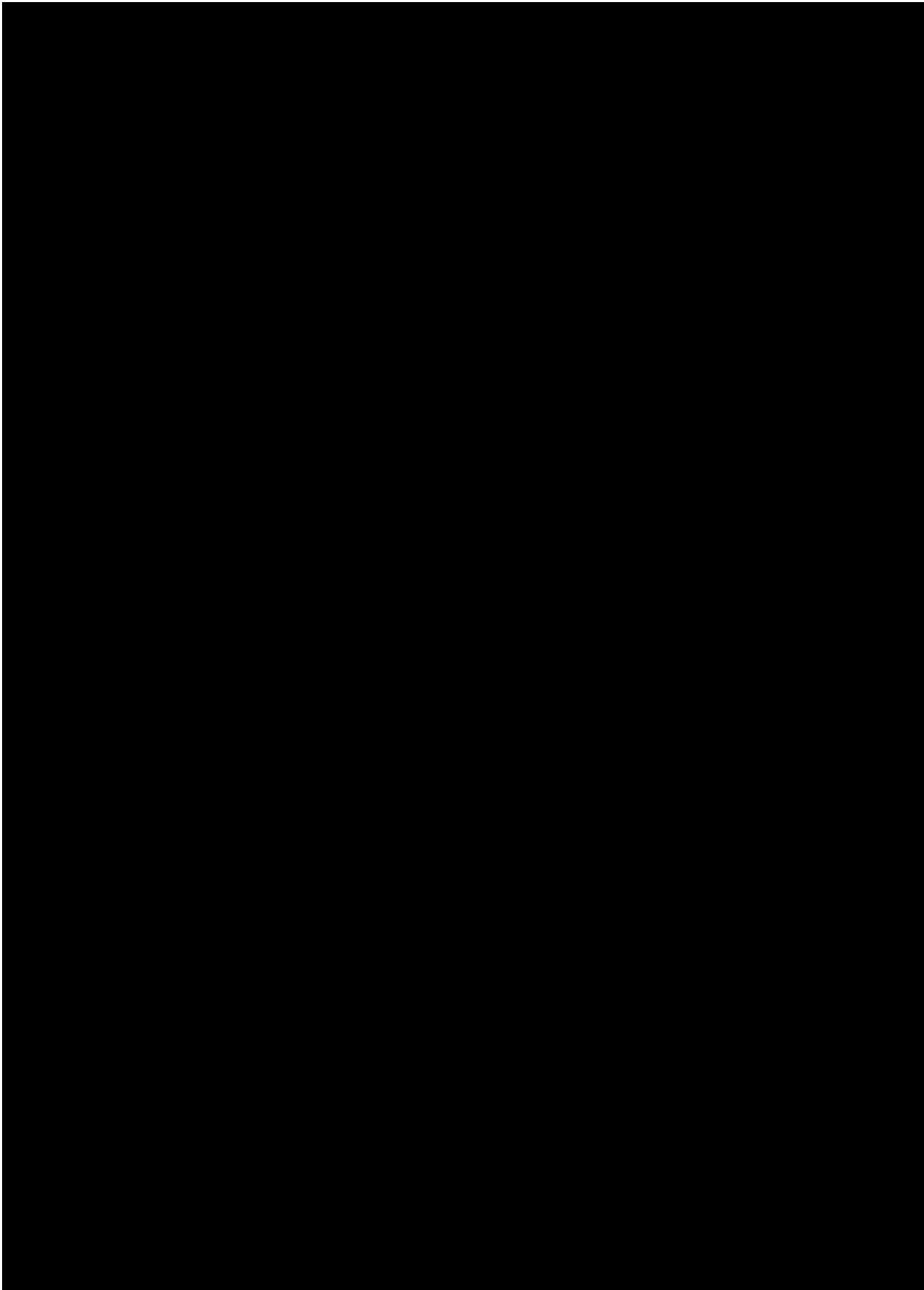


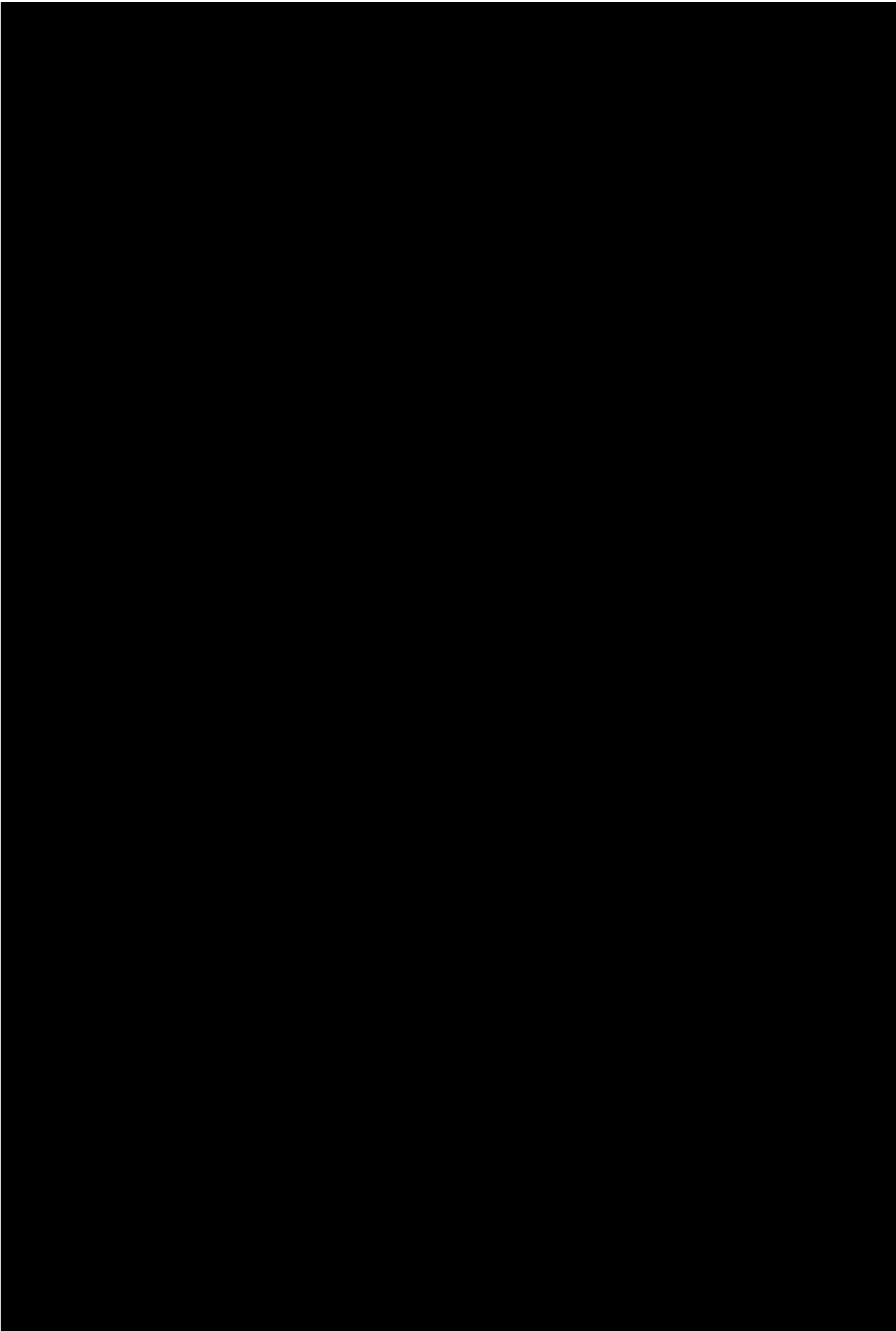
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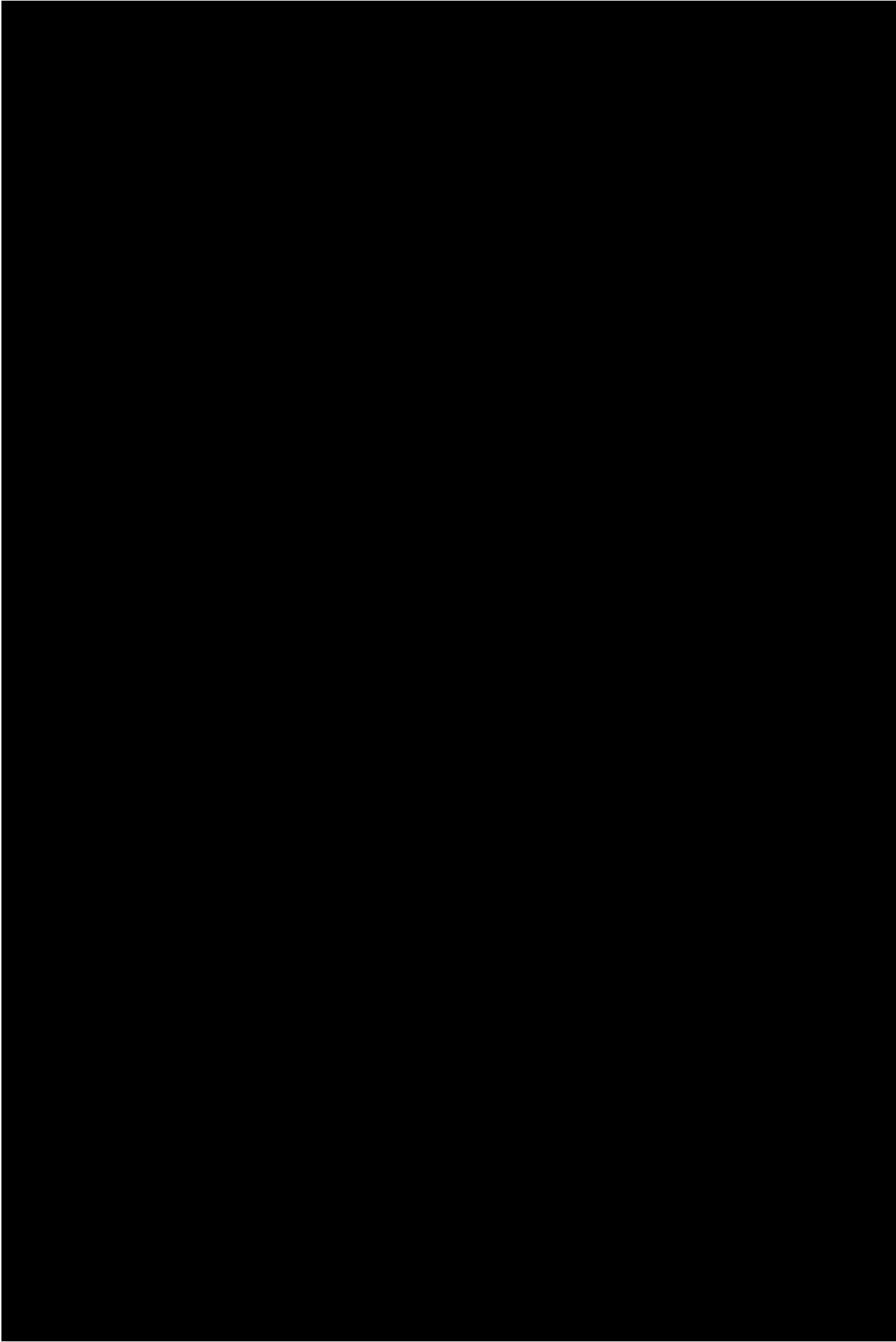
KPMG Rate Card Estimated Cost Notes:

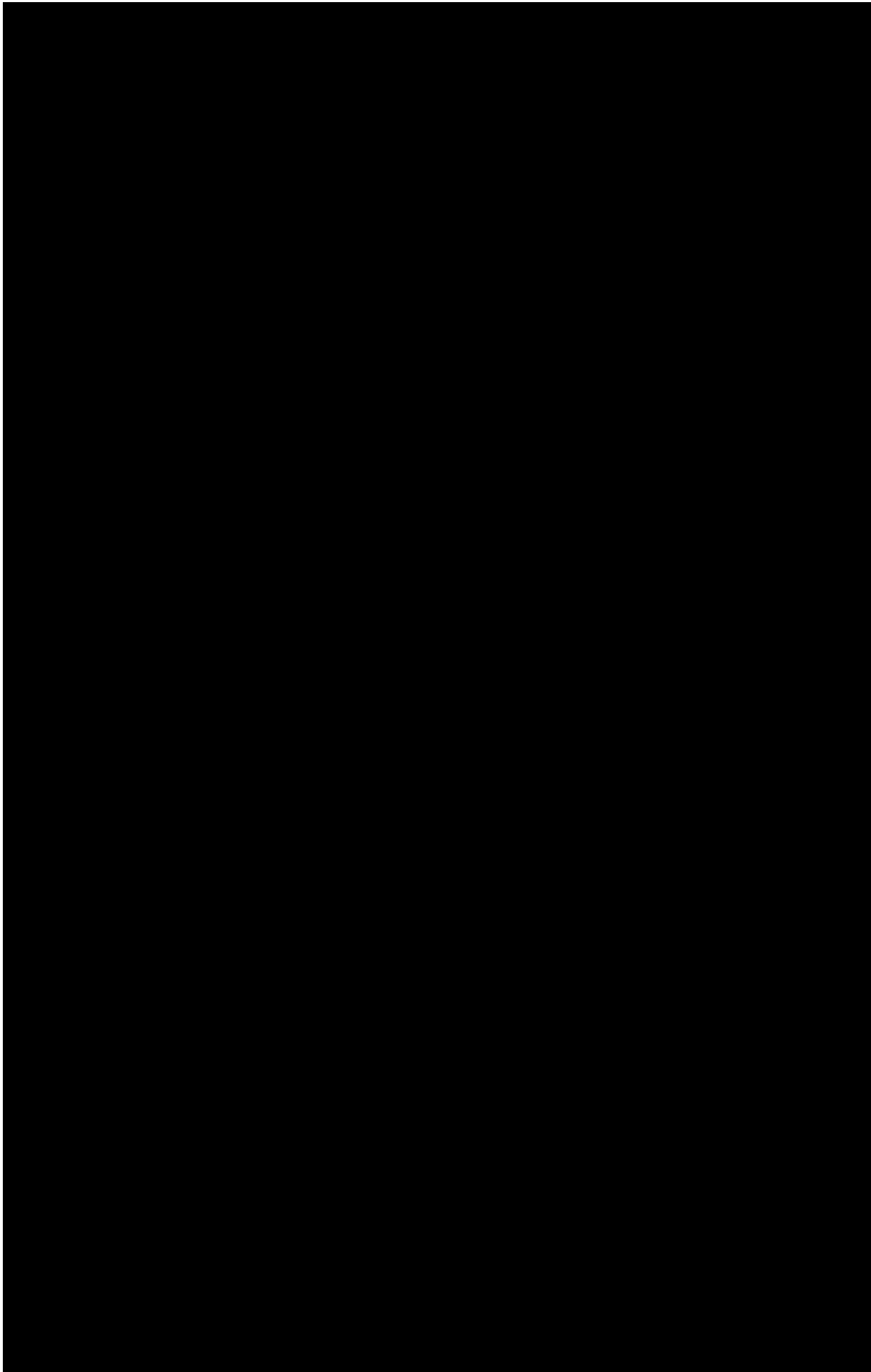


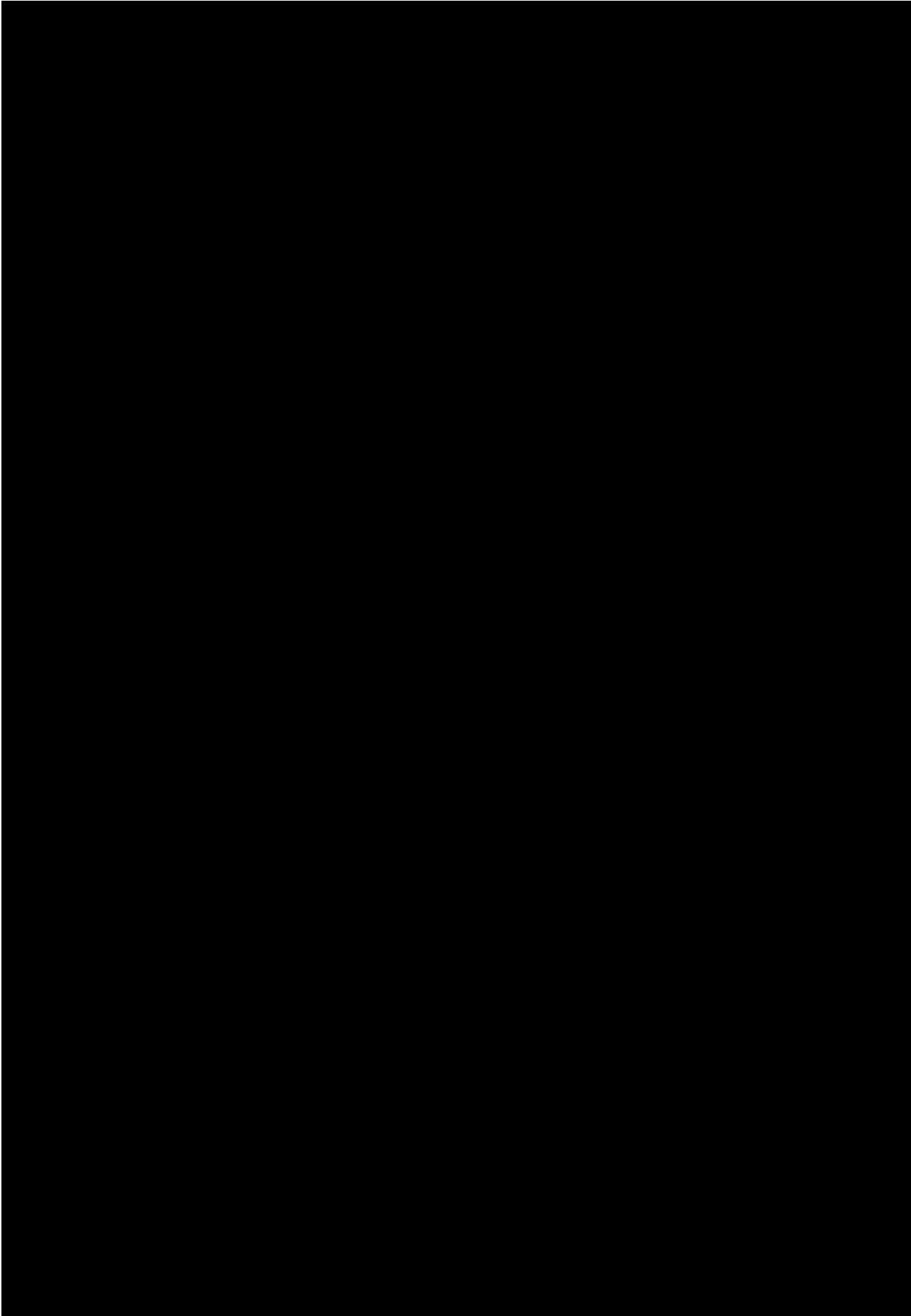


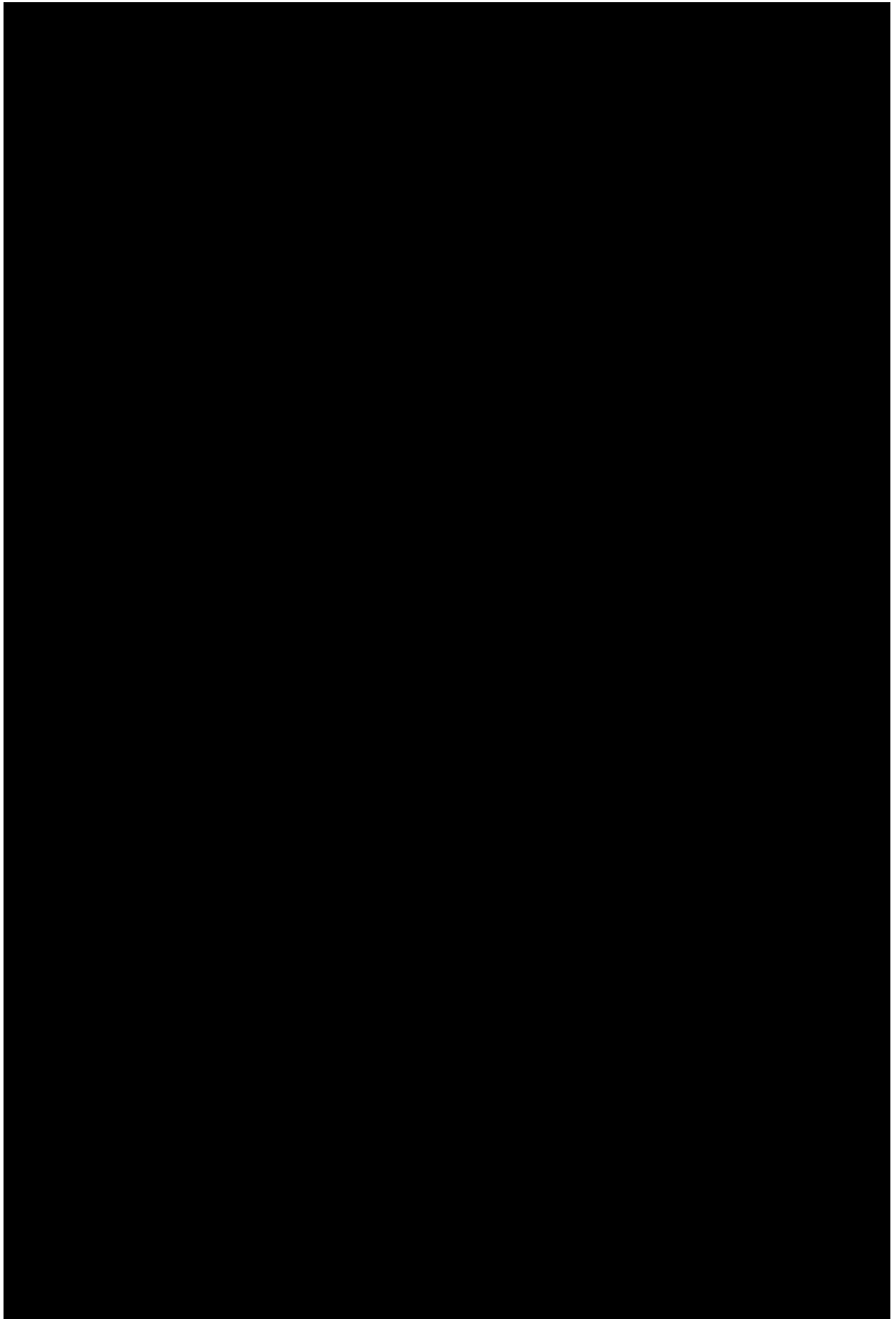


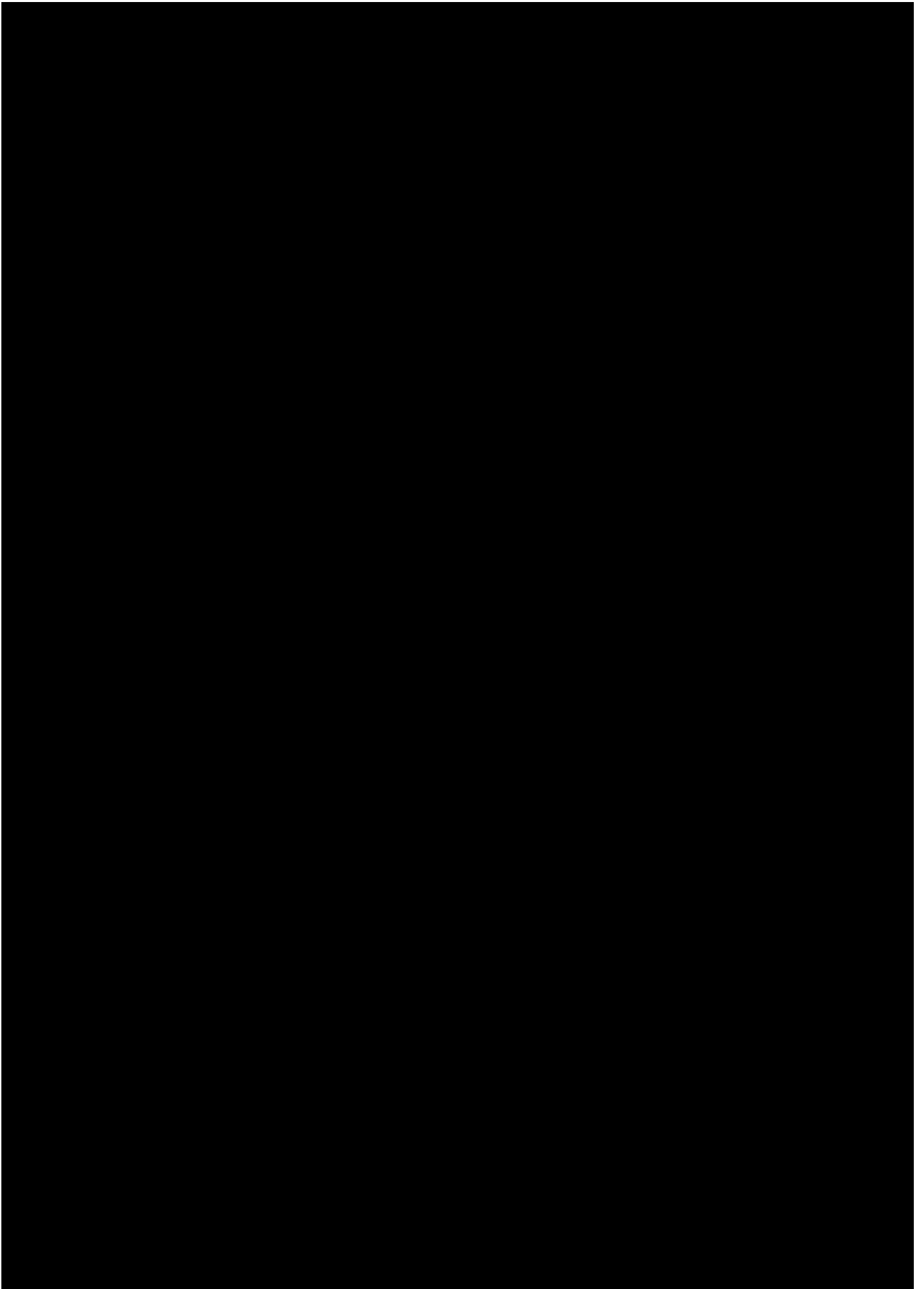


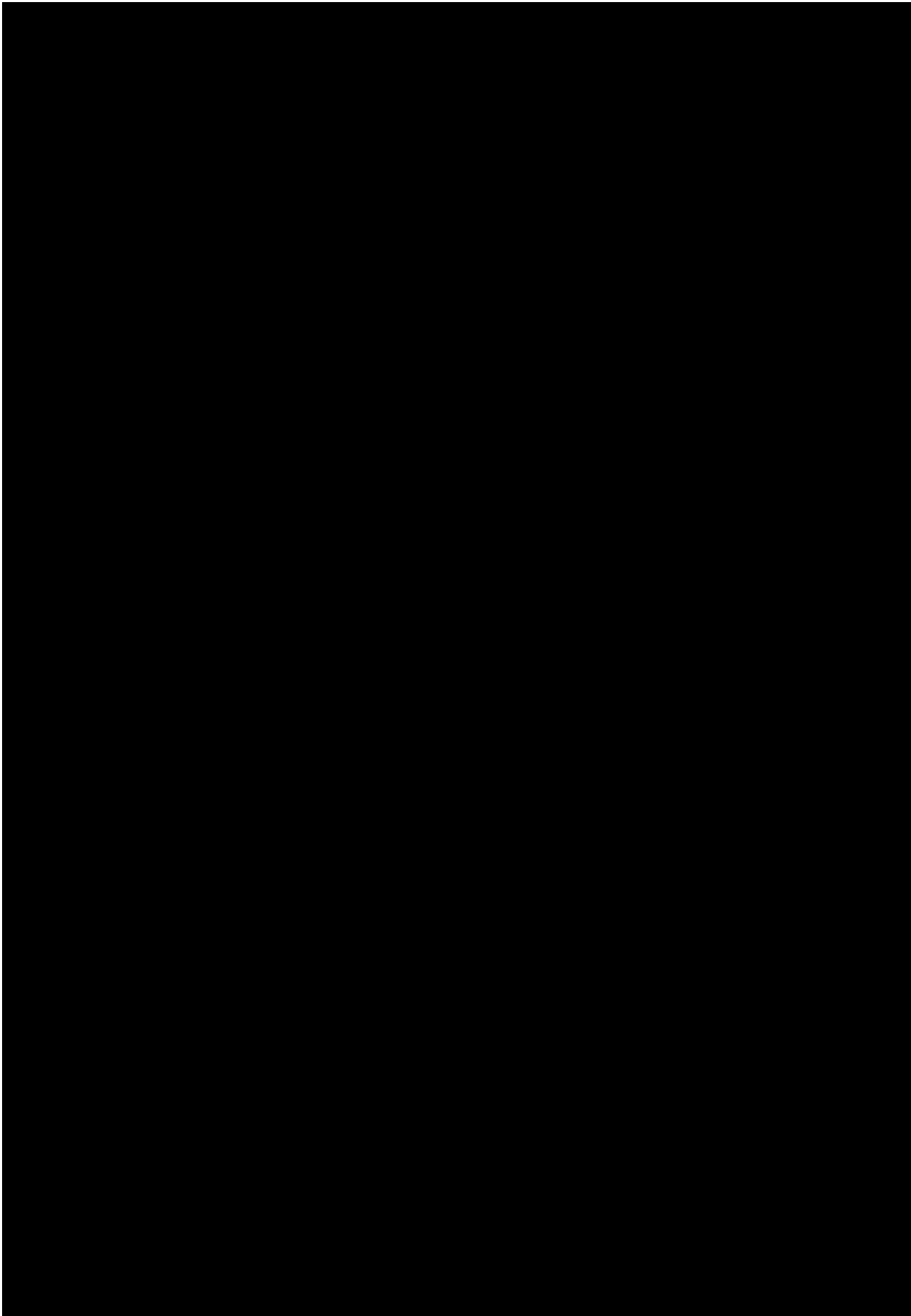


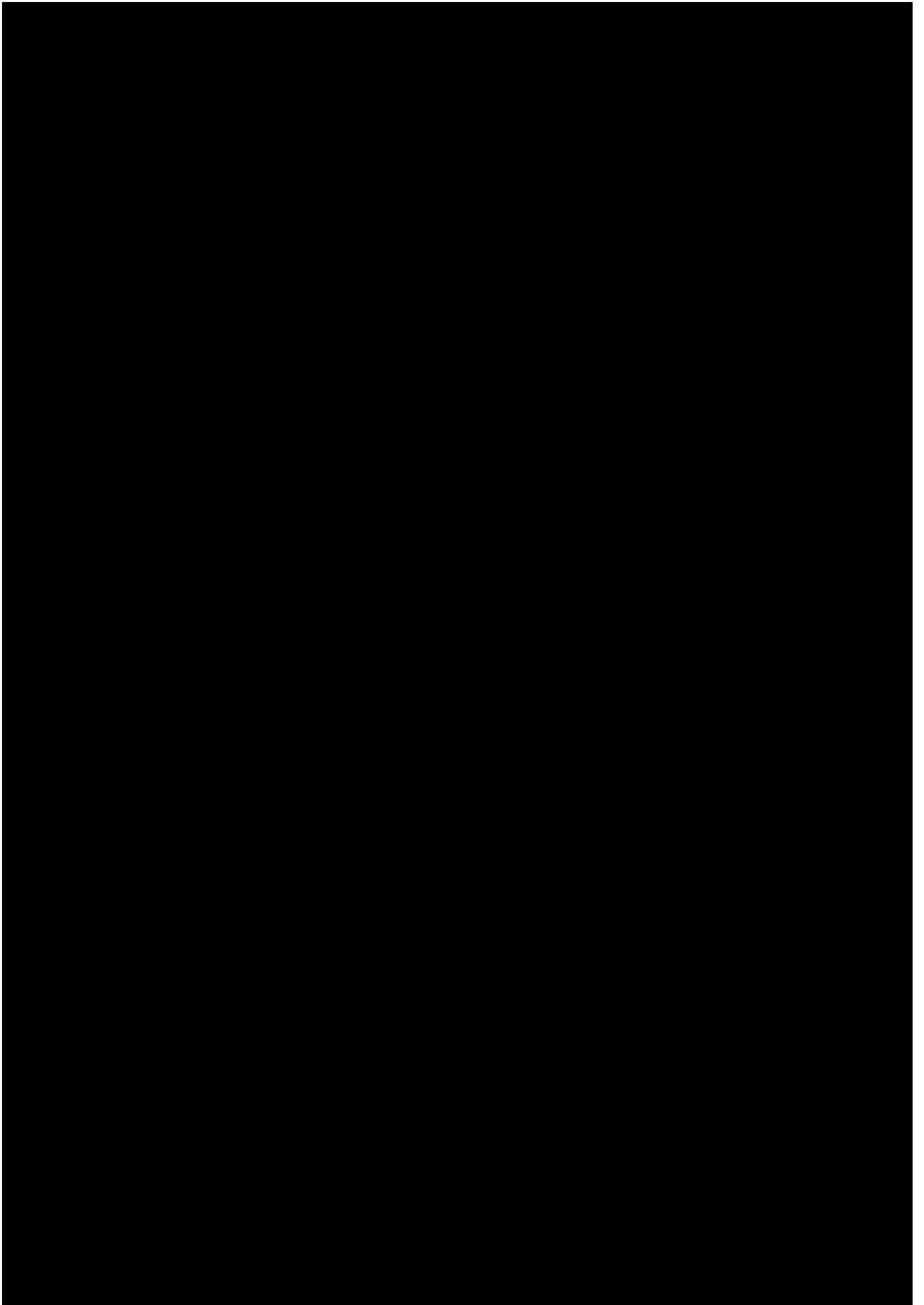












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Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)

- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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' 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 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

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

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

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

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

- 11.6.2 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
- 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 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.cpni.gov.uk/content/adopt-risk-management-approach> and
Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6 buyer requirements in respect of AI ethical standards
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer

immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

16. Security

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

plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - 18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- 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); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.89 to 8.90 (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 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls

process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

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

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 the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

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

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

31. Collaboration

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

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract 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, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement – **NOT USED**

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

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

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

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

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

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970

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

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

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

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

2.4 Equality policies and practices

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

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

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters

- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

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

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

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

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

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

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

2.5 Equality

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

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

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

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

Schedule 5: Guarantee – **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 Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<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 GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement 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)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the 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>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of 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-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).

Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS'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, enforceable right within the meaning of Section 2 of the European Communities Act 1972, 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.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical

	documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED] **2nd Floor, 2 Redman Place London, E20 1JQ.**
- 1.2 The contact details of the Supplier's Data Protection Officer are:
[REDACTED] | Data Protection Officer
Office of General Counsel KPMG LLP 58 Clarendon Road, Watford, WD17 1DE
Tel: [REDACTED]
Mob: [REDACTED]
Email: [REDACTED]
PA: [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.

Descriptions	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 paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">Data in all non-production environments will be removed or anonymised by CQC prior to being provided to KPMG.
Duration of the Processing	For the duration of the agreement.
Nature and purposes of the Processing	KPMG will process the personal data only to the extent strictly necessary to carry out activities agreed with CQC to migrate data to the

	<p>new platform, check data quality, establish and test the functionality.</p> <p>Nature of information:</p> <ul style="list-style-type: none"> • Service Provider Information (Organization, Partnership and Individual). • External Agency Information. • Provider Location Information. • Registration Contacts Information. • General Contact Information (captured from the enquiries). <p>The capture of information about Service Providers, Providers Staff, Service Users and Citizens both in their experience of using services as well as information captured as part of the services.</p> <p>Project work will typically have specific information captured about user's needs, and users experience as they use newly developed services. This information is captured in project documentation such as (but not limited to) User Stories, Customer Journey Mapping, Prototypes, Web forms, Databases and User Research videos / documentation.</p> <p>Wherever possible during development personal data is either not captured or is anonymised. Where there is no alternative, this is noted and captured as part of the phase of work and explicitly highlighted to the users involved, with the option of not participating. The project documentation is kept in line with the records retention policy.</p> <p>The Information captured will be captured from the following areas:</p> <ul style="list-style-type: none"> • Provider Portal. • Registration Forms. • NCSC Contact Centre. <p>The Information will be stored / processed via:</p> <ul style="list-style-type: none"> • Dynamics 365. • SharePoint. • Enterprise Service Bus. <p>Where KPMG Product Support may need temporary access to CQC data in order to resolve Production issues, CQC are to provide a mechanism for time limited access relating to</p>
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	<p>controlled Production access which will be provided to KPMG team members where required to perform a specific activity.</p> <p>AS per the KPMG staff Information Protection Plan relating to the provision of managed services, processes and governance arrangements are to be formalised and approved by CQC; Access privileges to the CQC production and pre-production environments are requested on a need-to-have basis. KPMG will ensure that their staff and agents outside of the EEA are not given access to personal data within the production environment and that CQC personal data is not transferred outside of the EEA.</p> <p>For the provision of Managed Service Support, the KPMG Support Team have access to a support environment which is a copy of the production.</p> <p>This is to ensure access is controlled & the client uses role base access thus limiting what the support team can view. KPMG will ensure that their staff and agents outside of the EEA are not given access to personal data within the support environment and that CQC personal data is not transferred outside of the EEA.</p>
Type of Personal Data	Regulated information that is a part of our purpose as a regulator. Typically, this will be name and contact details such as e-mail, phone number, organisation position, business address details required in order to register and notify the Buyer of details in respect to delivery of regulated services.
Categories of Data Subject	<ul style="list-style-type: none"> • CQC staff. • Provider Staff and temporary workers. • Suppliers. • Service Users. • Citizens.
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	Any personal data will be subject to transfer to a replacement supplier, as per the exit plan. Once the transfer is completed the supplier will then delete any personal data unless the law requires retention of the data by the supplier for a longer period.

	<p>The Parties are required to erase Personal Data from any computers, storage devices and storage media, that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.</p>
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Annex 2: Joint Controller Agreement – NOT USED