



# Crown Commercial Service

## G-Cloud 11 Call-Off Contract (version 4)

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## Part A – Order Form

<b>Digital Marketplace service ID number:</b>	8356 1568 0434 229
<b>Call-Off Contract reference:</b>	CQC ICTC 823
<b>Call-Off Contract title:</b>	CQC Webhosting
<b>Call-Off Contract description:</b>	Hosting and support of the CQC online presence: <ul style="list-style-type: none"> <li>• CQC website</li> <li>• CQC online communities</li> <li>• CQC Provider Portal</li> </ul>
<b>Start date:</b>	01/11/2019
<b>Expiry date:</b>	31/10/2020
<b>Call-Off Contract value:</b>	£302,964.00 ex VAT
<b>Charging method:</b>	Invoice
<b>Purchase order number:</b>	275025632

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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.



### Call-Off Contract term

<b>Start date:</b>	This Call-Off Contract Starts on 01/11/2019 and is valid for 12 months.
<b>Ending (termination):</b>	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
<b>Extension period:</b>	This Call-Off Contract can be extended by the Buyer for 1 period of 12 months, by giving the Supplier 3 months' written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

### 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.

<b>G-Cloud lot:</b>	This Call-Off Contract is for the provision of Services under: Lot 1 - Cloud hosting Lot 3 - Cloud support
<b>G-Cloud services required:</b>	The Services to be provided by the Supplier under the above Lot are detailed in Schedule1 and outlined below:  Hosting services are required by CQC to: <ul style="list-style-type: none"><li>• Provide information to the public via an online presence (public website)</li><li>• Provide online transactions for providers (Provider Portal)</li><li>• Support third-party digital services</li><li>• Publish our statutory register of services.</li></ul> The objectives of the Digital Hosting Element are: <ul style="list-style-type: none"><li>• Provide transition and hosting of the CQC online presence</li><li>• CQC website</li></ul>

	<ul style="list-style-type: none"> <li>• CQC online communities</li> <li>• CQC Provider Portal</li> <li>• Provide a platform that allows CQC to deploy and maintain software</li> </ul>
<b>Additional Services:</b>	Not Applicable
<b>Location:</b>	Services will be performed at Suppliers location, not CQC premises. The Services will be delivered to Care Quality Commission, 151 Buckingham Palace Road, 3 <sup>rd</sup> Floor, London, SW1W 9SZ.
<b>Quality standards:</b>	The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.
<b>Technical standards:</b>	The Supplier is to comply with all referenced technical standards provided by the Buyer in Schedule 1.
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract is referenced in Schedule 1.
<b>Onboarding:</b>	Delivery and implementation to the requirements as specified in Schedule 1.
<b>Offboarding:</b>	<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 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 use their respective reasonable endeavours to agree the contents of the Exit Plan. The Exit Plan should contain as a minimum:</p> <ul style="list-style-type: none"> <li>• The management structure to be employed during both the transfer and cessation of the services</li> <li>• A detailed description of both the transfer and cessation processes, including a timetable.</li> </ul>
<b>Collaboration agreement:</b>	Please refer to Schedule 3, page 35.
<b>Limit on Parties' liability:</b>	<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>
<b>Insurance:</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.</li> <li>• 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).</li> <li>• Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</li> <li>• Public Liability Insurance with a minimum limit of indemnity of £1,000,000 for each individual claim.</li> </ul>
<b>Force majeure:</b>	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.
<b>Audit:</b>	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out

	<p>audits.</p> <p>The following audit clauses from the Framework Agreement shall apply:</p> <p>Clause 7.4  Clause 7.6  Clause 7.7  Clause 7.10</p>
<b>Buyer's responsibilities:</b>	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> <li>• The Buyer will undertake to engage the Supplier in existing change control and service management processes, such as the invitation to and participation in change boards and service management reviews.</li> <li>• Where necessary the Buyer will also ensure that processes and systems are put into place that promote efficiency and ensure effective delivery of requirements and parity between contracted parties.</li> <li>• The Supplier shall undertake to recommend service improvements to the service as part of the contract lifetime, including but not limited to applications, patches, or upgrades and agree and maintain a service improvement plan with the Buyer.</li> <li>• Both Parties shall agree which licenses are necessary for the successful provision of the service, and which party is responsible for procuring each item.</li> </ul> <p>Subscription to Google Maps API, are currently procured separately via ONI Group.</p>
<b>Buyer's equipment:</b>	Not Applicable

### Supplier's information

<b>Subcontractors or partners:</b>	Not Applicable
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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.

<b>Payment method:</b>	The payment method for this Call-Off Contract is BACS.
<b>Payment profile:</b>	The payment profile for this Call-Off Contract is monthly in arrears.
<b>Invoice details:</b>	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
<b>Who and where to send invoices to:</b>	Invoices will be sent to:  Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane Wakefield West Yorkshire WF3 1WE
<b>Invoice information required</b> – for example purchase order, project reference:	All invoices must include the relevant Purchase Order number:
<b>Invoice frequency:</b>	Invoice will be sent to the Buyer monthly
<b>Call-Off Contract value:</b>	The total value of this Call-Off Contract (excluding any Extension period) is:  £302,964.00 ex VAT (£363,556.80 inc VAT)
<b>Call-Off Contract charges:</b>	The breakdown of the Charges is specified in Schedule 2, page number 34.

## Additional Buyer terms

<b>Performance of the service and deliverables:</b>	Please refer to Schedule 1.
<b>Guarantee:</b>	Not Applicable

<b>Warranties, representations:</b>	<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>
<b>Supplemental requirements in addition to the Call-Off terms:</b>	<p>Not Applicable.</p>
<b>Alternative clauses:</b>	<p>Not Applicable.</p>
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	<p>Not Applicable.</p>
<b>Public Services Network (PSN):</b>	<p>Not Applicable.</p>
<b>Personal Data and Data Subjects:</b>	<p>Annex 1 of Schedule 7 applies.</p>

## 1. Formation of contract

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

**2. Background to the agreement**

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

<b>Signed:</b>			
<b>Name:</b>			
<b>Title:</b>			
<b>Signature:</b>			
<b>Date:</b>			

# Schedule 1 – Services

## Executive Summary

CQC currently has a contract for hosting across a range of digital services ([www.cqc.org.uk](http://www.cqc.org.uk), the Provider Portal and online communities).

The contract is due to expire at the end of October 2019.

CQC require a proposal based on the information in this document for the provision of hosting of these web facing services and the transition from the existing arrangements to the new ones, if applicable.

Hosting services are required by CQC to:

- Provide information to the public via an online presence (public website)
- Provide online transactions for providers (Provider Portal)
- Support third-party digital services
- Publish our statutory register of services.

The objectives of this procurement exercise are:

- Select and contract (for 12 months, with the possibility of extending for another 12 months) with a supplier to provide transition (if necessary), hosting and support of the CQC online presence
  - **CQC website** – service to commence 1<sup>st</sup> November 2019
  - **CQC online communities** - service to commence 1<sup>st</sup> November 2019
  - **CQC Provider Portal** - service to commence 1<sup>st</sup> November 2019
- Implement the new services before the corresponding transition period of the contracts end
- Provide an uninterrupted service during the process of transition to the new service, and thereafter
- Provide best value for money, secure and performant infrastructure solution for hosting CQC websites
- Provide a platform that allows CQC to deploy and maintain software

## Current solution overview

**CQC's main public facing website – [www.cqc.org.uk](http://www.cqc.org.uk)**

The purpose of this website is to disseminate information to the public about the standard of care provided in hospitals, care homes, dental surgeries and other registered care providers. A large part of the website is a directory of 100K+ care services, which is updated currently on a daily basis.

- The site receives approximately 5 million page views a month – a figure that’s steadily growing.
- The site runs off a database-driven content management system (CMS) known as Drupal 7, in combination with several layers of caching and the EdgeCast Content Delivery Network (CDN). A full list of software currently used to support the delivery of the website is listed in Appendix A.
- The Drupal CMS reads from two distinct databases: its own Drupal database, and a separate MongoDB database. All directory information is stored in MongoDB in a key-value structure.
- Data is fed via an external Enterprise Service Bus, built using MuleSoft ESB.
- The search facility is powered by an external Solr service.
- The website uses an external messaging service ElasticEmail to send email alerts to members of the public.
- The site uses multiple database and web servers, and multiple layers of software and hardware caching to achieve its required performance.
- Neither the general public nor providers or care services are able to log into the site (i.e. the vast majority of the site’s users are anonymous).

### **CQC online communities’ websites**

The following two websites are dedicated to interacting with the public:

(<https://communities.cqc.org.uk/public/>) and healthcare providers  
 (<https://communities.cqc.org.uk/provider/>) and gathering their views on subjects related to how CQC operates.

- The two websites can be accessed by authenticated users only. The public website has 2580 and the provider website has 9303 active users (as of June 2015).
- The websites were built using the Drupal 7 Commons distribution. They have then been configured and slightly customised. Both sites share the same codebase and have separate databases. There is a caching layer, but no CDN.
- The websites contain sensitive data and require IL2 hosting to standard ISO27001.
- The websites use an external messaging service ElasticEmail to send emails to their users.

### **CQC Provider Portal– <https://services.cqc.org.uk/>**

The Provider Portal is a web-based platform that allows the providers that CQC regulates to carry-out transactions online. CQC regulates approximately 30,000 providers who submit around 420,000 forms per annum. These transactions fall into broadly into two main types:

- 1) Registration variations

## 2) Statutory notifications

The Portal has been used by GPs since October 2013, to carry out variations to their registration. High-volume statutory notifications went live in April and Provider Portal accounts are currently being rolled out to other sectors. This should be completed by the end of 2015.

The Portal is built on Drupal 7 and integrates with internal systems via a Java/PostgreSQL-based middleware layer (out of scope for this proposal).

## **Supplier Proposal and Evaluation Criteria**

### **B1. Overview**

#### **Weighting = 0**

Tenderers must provide a concise summary highlighting the key aspects of the proposal.

(This response is not evaluated and should be used to contextualise the Tenderer's response, maximum 250 words)

### **B2. Leadership and ability to deliver**

#### **Weighting = 25**

Provide details of how the service will be delivered and transition managed.

The Tender will be evaluated on;

- Understanding of the requirements
- Appropriate leadership in the delivery of the tender
- Supplier's competency with technologies, track record, and demonstrated expertise
- Has a defined and achievable timeline
- Has identified and proposes suitable management of the delivery risks
- Has a quality assurance regime that monitors, measures and assures quality outcomes

### **B3. Technical merit (functional and non-functional fit)**

#### **Weighting = 25**

Describe, with specific reference to the volumetric information, KPI's and requirements, the infrastructure design.

The response will be evaluated on the;

- Overall solution design
- Expectation of meeting performance KPI's
- Transparency of design including details on shared infrastructure

### **B4. Service Management**

#### **Weighting = 25**

Describe, with specific reference to the volumetric information, KPI's and requirements, the service design.

The response will be evaluated on the;

- Overall service design
- Expectation of meeting service management KPI's

- Transparency of service design including details of experience and qualifications of resource used to provide the service

B5. Whole life cost

**Weighting = 25**

To evaluate the price and running costs and value for money

Scoring Scheme

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

## Infrastructure Requirements

### CQC Volumetric Specification

Using the volumetrics provided, the Supplier must propose the most appropriate infrastructure service that meets CQC's scope

CQC require the ability to add and remove infrastructure within 10 working days as required due to increase or decrease in volumetrics

ID	Requirement	CQC website	Online communities	Provider Portal
IR1.1	Number of documents*	[REDACTED]	[REDACTED]	[REDACTED]
IR1.2	Number of image files *			
IR1.3	Number of video files *			
IR1.4	Number of audio files *			
IR1.5	Average total site visits per month **			
IR1.6	Peak site visits per day **			
IR1.7	Average Page Impressions per month **			
IR1.8	Number of unique editors			
IR1.9	Average Search Requests per month **			
IR1.10	CDN traffic requirement per month **			
IR1.11	Backup tape storage requirement per month **			
IR1.12	Number of Provider Portal user accounts activated (total)***			
IR1.13	Number of Provider Portal online transactions per month****			

\* on 15 July 2015

\*\* For April/May/June 2015

\*\*\* Provider Portal accounts are currently being rolled out to all sectors. The first figure is for number of accounts at the end of June 2015. The second figure is an estimate of the number of accounts expected by 31 December 2015 and the third figure is the maximum currently anticipated.

\*\*\*\* Monthly online transaction. The first figure is for June 2015, the second is an estimate for December 2015 and the third figure is the likely maximum number of transactions.

### Service Availability and Continuity (up to and including OS level)

ID	Availability Metric	Monthly Target
IR2.1	Live environments and data - the service utilised by an End User, i.e. citizen or a business including all data	99.95%
IR2.2	Contributed Environment and data - the service used by	99.8%

	editors, developers in order to manage Content and/or transactions	
IR2.3	Planned maintenance and releases to the solution shall be completed outside of UK business hours and without disruption to the users	99.8%
IR2.4	Non-Live environments to be available during standard business hours	99.0%
IR2.5	Non-Live environments to be available outside standard business hours	95.0%
IR2.6	In the event of any compromise to the full service (e.g. in the case of invoking a disaster recovery service) the full service shall be restored within 12 hours	100%

### Service Performance

These conform to the standard measures as implemented by [www.newrelic.com](http://www.newrelic.com)

ID	Performance Metric	Monthly Target
IR3.1	App server Apdex T-value 0.5 seconds	0.96
IR3.2	Browser Apdex T-value 7 seconds	0.98

### Environments Infrastructure

Provision of hardware, software and support up to and including OS level is in scope of this tender

ID	Requirement	CQC website	Online communities	Provider Portal
IR4.1	A hosted Drupal 7 platform with the following instances: a) Development environment b) Test environment c) Production environment d) Disaster recovery environment e) Staging environment f) Additional testing environment	a, b, c, d	a, c	a, b, c, d, e, f
IR4.2	The solution must provide a high availability: a) MySQL database b) MongoDB database	a, b	a	a, b
IR4.3	The solution must provide a caching service: a) CDN cache b) Page furniture cache (e.g. Nginx)	a, b, c	b, c	N/A

	c) HTML and search cache (e.g. Varnish)			
IR4.4	Disaster recovery - The solution must provide a high availability	H	H	H
IR4.5	Load balancing - There should be no single point of component failure, so load balancing should be deployed where necessary to balance requests.	H	H	H
IR4.6	The sites must continue to integrate with: a) Elastic Email b) Axis12 Find service (Solr) c) CQC ESB d) Google maps e) Google places f) Google geo-code g) Checkbox h) OpenAM	a, b, c, d, e, f	a	c, h

#### Data Centre

ID	Requirement
IR5.1	Hosting environment must be certified to IL2 for Online communities and Provider Portal
IR5.2	Data Centre to have classification of at least Tier III from the Uptime Institute or alternative comparable classification
IR5.3	All elements of the hosting solution must physically exist within the European Union
IR5.4	External and internal access to environments should be via firewalls

#### Migration

ID	Requirement
IR6.1	Migration design required - The Supplier must utilise as much as, if not all, software configuration and development (code base) from the previous solution, ideally in a "lift and shift" approach. Redevelopment and bespokeing must be kept to a minimum and must be expressly identified in the solution

IR6.4	Security testing
IR6.5	Documentation - Technical Architecture required Transparency on hosting resources and design will be shared with CQC

## Development Features

The ability for CQC to perform these tasks in all environments is required

ID	Requirement
IR7.1	For security purposes, SSH access to the servers is only possible by Axis12 system administrators.

## Service Management Requirements

Service and Support KPI's

ID	Category	Service Level Measurement	Monthly Service Level Target
SM1.1	Incident and Problem Management	Incidents logged through a Service Desk channel acknowledged immediately	100%
SM1.2		Severity 1 incidents resolved within 2 hours of logging the incident. During the investigation updates to be provided every 15 min and root cause of incident reported within 24 hours of incident resolution	100%
SM1.3		Severity 2 incidents resolved within 6 business hours of logging the incident	100%
SM1.4		Severity 3 incidents resolved within 2 business days of logging the incident	95%
SM1.5		Severity 4 incidents resolved or closed (and corresponding problem record created) within 5 business days of logging the incident	95%
SM1.6		All incidents to be resolved within 20 business days	100%
SM1.7	Service Management	Service reports and plans circulated in accordance with defined schedule unless otherwise agreed between the parties	100%

SM1.8		Service requests logged through a Service Desk channel acknowledged within 30 min	100%
SM1.9		Impact assessment for Service Requests delivered within 3 business days	100%
SM1.10		Service requests completed and closed within timescales agreed as part of Impact Assessment process	100%

#### Security

ID	Requirement
SM2.1	Supplier must hold a current ISO27001 certificate with the British Standards Institution
SM2.2	All employees with access to IL2 data on the hosting environment must have undergone appropriate security screening that can be evidenced if requested

#### Support

ID	Requirement
SM3.1	<b>Infrastructure monitoring</b> Provision of detailed server side monitoring, tracking resource consumption and ability to set alarms and send emails and text messages when configurable thresholds are met.
SM3.2	Ticketing system to raise and track requests/issues
SM3.3	Performance testing - The solution must be able to allow for meaningful and consistent performance testing

#### Service Management Plans Required at Commencement of Service

ID	Purpose
SM4.1	Service Continuity - To show what processes the Supplier has in place to safeguard the continuity of the business
SM4.2	Availability - To detail how the availability SLA(s) will be met including reference to Disaster Recovery arrangements and how this would support the attainment of the SLA.
SM4.3	Capacity - To detail how the Supplier will monitor and manage capacity, in terms of people, ability to meet traffic volumes, etc.

SM4.4	Change Management - To detail how the Supplier will manage the integration of changes to services so that the organisation has minimal disruption
SM4.5	Incident Escalation - To detail the process for escalating incident severity – e.g. who to contact and how. Also to detail how CQC will be kept updated.
SM4.6	Severity 1 incident - To detail how severity 1 incidents will be managed to ensure the incident resolution SLA can be achieved

### Service Management Reports

ID	Name of report / Frequency	Purpose
SM5.1	Release schedule / Updated weekly	Details of all service fixes to be implemented and release dates
SM5.2	Major incidents action point log / Monthly and ad hoc based on request	Detail action points raised at major incident reviews and tracks them to resolution
SM5.3	Monthly incident report / Monthly	Details all open incidents with details of progress towards resolution
SM5.4	Service requests status report / Monthly and ad hoc	Details status of all open Service Requests and intended implementation

### Support time

The costs of supporting the solution up to and including OS level should be included in the proposal.

Any request by CQC that is deemed outside of this scope should be approved first before executed and changed for.

### Incident Management Categorisation

The following is the required categorisation of incidents; suppliers should state any deviations from these in the service management offered by the solution.

#### Severity 1: Impact = Critical

Functional	Total or partial apparent loss or significant degradation of the performance of the solution
	A large number of Users or End Users are unable to access the solution or part of the solution
Security	A security breach has been detected and remains critical until its impact is known
	A new or unknown virus has been detected and remains critical until its impact is known and the Incident is re-classified if appropriate

	Targeted attack
	Non-targeted attack
	Loss of data affecting the security of the network, infrastructure of systems
	Theft/loss of cryptography equipment or media
	DoS/DDos – successful
	AV alert/quarantine – widespread
	Loss of public online service
	Unauthorised access
	Damaging unauthorised changes to system hardware
	Phishing (fraud involving misuse of branding).

**Severity 2: Impact = Serious**

Functional	A small number of Users or End Users are unable to use the solution or part of the solution as normal and they are carrying out time critical business activities
	Performance is significantly degraded but the Solution is still usable.
Security	DoS/DDos – unsuccessful
	Network monitoring alert
	Employee abuse of privileges or security policy (e.g. emailing login credentials).

**Severity 3: Impact = Minor**

Functional	A small number of Users or End Users are unable to use the solution or part of the solution as normal. No time critical business activities are affected
	Performance is slightly degraded but the Solution is still usable
Security	AV alert/quarantine – single

**Severity 4: Impact = Low**

Functional	The Solution or part of the Solution does not perform as expected by the User but does not prevent the User from performing time critical business activities and the Solution or part of the Solution does not fail. Processing completes as required. A workaround is available and/or planned. No critical processing is affected. These Incidents are characterised as ‘irritants’ and may be closed as Incidents and logged as a corresponding problem
Security	None defined

## Appendix A

### Current Hosting Infrastructure

#### Public Site and Community Sites

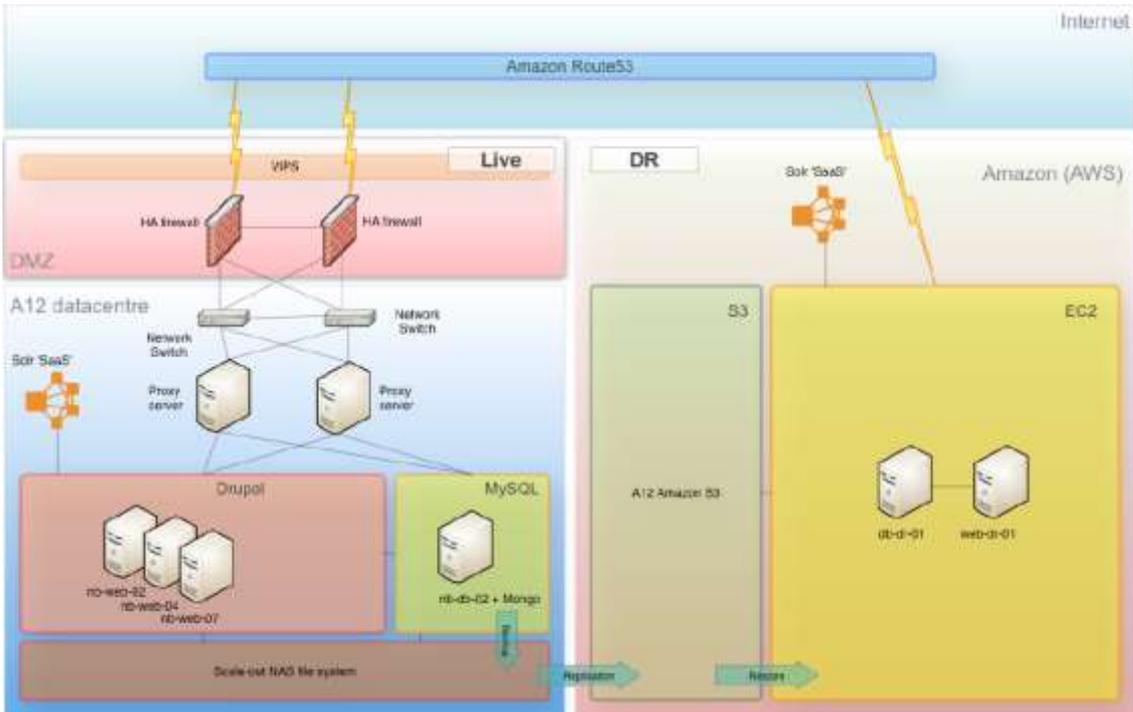
Component		Development	Test	Production (Live)	Production (DR)
Location		Ash	Ash	Newbury	AWS
Security rating		IL2	IL2	IL2	IL0
Web	Drupal 7	1 x 1 unit	2 x 1 units	3 x 2 units	3 x 2 units
DB	MySQL	1 x 1 unit	1 x 1 units	1 x 4 units	1 x 4 units
Caching	Varnish	Shared (staging)	Shared (staging)	Shared (production)	Shared (production)
Search	Solr	Y	Y	Y	Y
CDN	Edgecast	N	N	Y	Y
Monitoring	New Relic	N	N	Y	Y
	Zenoss	Y	Y	Y	Y
IDS	Snort	N	N	Y	N
Backups	Location	-	-	S3	-
	Timing	-	-	00:00	-
DNS	Management	Customer's ISP	Customer's ISP	Customer's ISP	Customer's ISP
	Owner	Customer	Customer	Customer	Customer
URLs	Production (Live + DR)	cqc.org.uk			
	Test	test.cqc.org.uk			
	Dev	dev.cqc.org.uk			
Disaster recovery	RPO	-	-	24hrs	-
	RTO	-	-	15mins	-
Tools	Jenkins	Y	Y	N	N
	New Relic	N	N	Y	Y

## Provider Portal

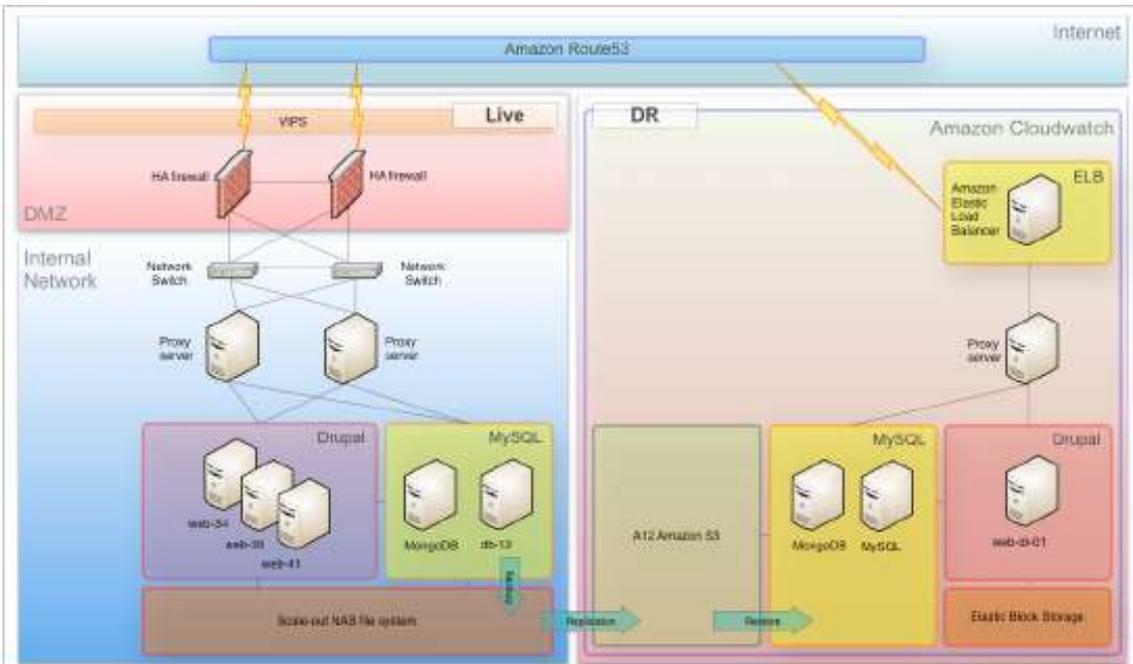
Component		Development	Test/Staging	Production (Live)	Production (DR)
Location		Ash	Ash	Ash	AWS
IP address		109.73.113.121	109.73.113.121	213.129.93.119	-
Security rating		IL2	IL2	IL2	IL2
Data restrictions		Data is not permitted to leave EEA			
Web	Drupal 7	3 units	3 units	6 units	6 units
			3 units		
DB	MySQL	2 units	2 units	4 units	4 units
			4 units		
Caching	Varnish	Shared	Shared	Shared	Shared
Search	Solr	N	N	N	N
CDN	CloudFront	N	N	N	N
Monitoring	New Relic	N	N	Y	Y
	Zenoss	Y	Y	Y	Y
IDS	Snort	N	N	N	N
Backups	Location	S3	-	S3	-
	Timing	00:00	-	00:00	-
	Frequency	-	-	Daily	-
	Retention (daily)	-	-	1 week	-
	Retention (weekly)	-	-	1 month	-
SMTP	Mail server				
DNS	Management	Route53	Route53	Route53	Route53
	Owner	Axis12	Axis12	Axis12	Axis12
URLs	Production (Live + DR)	<a href="https://services.cqc.org.uk">https://services.cqc.org.uk</a> <a href="http://authservices.axis12.com">http://authservices.axis12.com</a>			
	Test/Staging	<a href="https://stagingservices.cqc.org.uk">https://stagingservices.cqc.org.uk</a> <a href="https://test01services.cqc.org.uk">https://test01services.cqc.org.uk</a> <a href="https://test02services.cqc.org.uk">https://test02services.cqc.org.uk</a>			
	Dev	<a href="https://dev01services.axis12.com">https://dev01services.axis12.com</a> <a href="https://dev02services.axis12.com">https://dev02services.axis12.com</a>			
Disaster recovery	RPO	-	-	24hrs	-
	RTO	-	-	30mins	-
Tools	Jenkins	N	N	N	N
	New Relic	N	N	N	N

# System Diagrams

## Public site



## Provider Portal





Axis12

# Hosting and Support Service Description

Provider Portal, Public site &  
Communities

[www.axistwelve.com](http://www.axistwelve.com)

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File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
Owner:	Operations Manager	Last amended:	27 Sep 2019

## 1. Service description

Hosting services are required by CQC to:

- Provide information to the public via an online presence (public website)
- Provide online transactions for providers (Provider Portal)
- Support third-party digital services
- Publish our statutory register of services.

The objectives of the Digital Hosting Element are:

- Select and contract with a supplier to provide transition and hosting of the CQC online presence
  - CQC website
  - CQC online communities
  - CQC Provider Portal
- Implement the new services before the corresponding transition period of the contracts end
- Provide an uninterrupted service during the process of transition to the new service, and thereafter
- Provide best value for money, secure and performant infrastructure solution for hosting CQC websites
- Provide a platform that allows CQC to deploy and maintain software

## 2. Overview of the current solutions

### 2.1. CQC main public facing Website - [www.cqc.org.uk](http://www.cqc.org.uk)

The purpose of this website is to disseminate information to the public about the standard of care provided in hospitals, care homes, dental surgeries and other registered care providers. A large part of the website is a directory of 100K+ care services, which is updated currently on a daily basis.

- The site receives approximately 4.7 million page views a month – a figure that’s steadily growing.
- The site runs off a database-driven content management system (CMS) known as Drupal 7, in combination with several layers of caching and the Fastly Content Delivery Network. A full list of software currently used to support the delivery of the website is listed in Appendix A.
- The Drupal CMS reads from two distinct databases: its own Drupal database, and a separate MongoDB database. All directory information is stored in MongoDB in a key-value structure.
- Data is fed via an external Enterprise Service Bus, built using MuleSoft ESB.
- The search facility is powered by an external Solr service.

File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
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- The website uses an external messaging service ElasticEmail to send email alerts to members of the public.
- The site uses multiple database and web servers, and multiple layers of software and hardware caching to achieve its required performance.
- Neither the general public nor providers or care services are able to log into the site (i.e. the vast majority of the site's users are anonymous).

## 2.2. CQC online communities websites

These are two websites are dedicated to interacting with the public:

1. <https://communities.cqc.org.uk/public> and healthcare providers
  2. <https://communities.cqc.org.uk/provider> and gathering their views on subjects related to how CQC operates.
- The two websites can be accessed by authenticated users only. The public website has [REDACTED] and the provider website has [REDACTED] active users (as of June 2015).
  - The websites were built using the Drupal 7 Commons distribution. They have then been configured and slightly customised. Both sites share the same codebase and have separate databases. There is a caching layer, but no CDN.
  - The websites contain sensitive data and require IL2 hosting.
  - The websites use an external messaging service ElasticEmail to send emails to their users.

## 2.3. CQC Provider Portal - <https://services.cqc.org.uk>

The Provider Portal is a web-based platform that allows the providers that CQC regulates to carry- out transactions online. CQC regulates approximately [REDACTED] providers who submit around [REDACTED] forms per annum. These transactions fall into broadly into two main types:

- 1) Registration variations
- 2) Statutory notifications

The Portal has been used by GPs since October 2013, to carry out variations to their registration. High-volume statutory notifications went live in April 2015 and Provider Portal accounts have recently been rolled out to other sectors.

The Portal is built on Drupal 7 and integrates with internal systems via a Java/PostgreSQL-based middleware layer (out of scope for this proposal).

File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
Owner:	Operations Manager	Last amended:	27 Sep 2019

### 3. Infrastructure

#### 3.1. CQC Public Site and Communities

Component		Development	Test	Production (Live)	Production (DR)
Location		Ash	Ash	Newbury	AWS
Security rating		IL2	IL2	IL2	IL0
Web	Drupal 7	1 x 1 unit	2 x 1 units	3 x 2 units	3 x 2 units
DB	MySQL	1 x 1 unit	1 x 1 units	1 x 4 units	1 x 4 units
Caching	Varnish	Shared (staging)	Shared (staging)	Shared (production)	Shared (production)
Search	Solr	Y	Y	Y	Y
CDN	Edgecast	N	N	Y	Y
Monitoring	New Relic	N	N	Y	Y
	Zenoss	Y	Y	Y	Y
IDS	Snort	N	N	Y	N
Backups	Location	-	-	S3	-
	Timing	-	-	00:00	-
DNS	Management	Customer's ISP	Customer's ISP	Customer's ISP	Customer's ISP
	Owner	Customer	Customer	Customer	Customer
URLs	Production (Live + DR)	cqc.org.uk			
	Test	test.cqc.org.uk			
	Dev	dev.cqc.org.uk			
Disaster recovery	RPO	-	-	24hrs	-
	RTO	-	-	15mins	-
Tools	Jenkins	Y	Y	N	N
	New Relic	N	N	Y	Y

File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
Owner:	Operations Manager	Last amended:	27 Sep 2019

### 3.2. CQC Provider Portal + Communities

Note: The Communities site (due to its small size) currently sits on the CQC Public site's file server. Decommissioning the Communities site would not release resources, as the file server is required to be retained.

Component		Development	Test/Staging	Production (Live)	Production (DR)
Location		Ash	Ash	Ash	AWS
IP address		109.73.113.121	109.73.113.121	213.129.93.119	-
Security rating		IL2	IL2	IL2	IL2
Data restrictions		Data is not permitted to leave EEA			
Web	Drupal 7	3 units	3 units 3 units	6 units	6 units
DB	MySQL	2 units	2 units 4 units	4 units	4 units
Caching	Varnish	Shared	Shared	Shared	Shared
Search	Solr	N	N	N	N
CDN	CloudFront	N	N	N	N
Monitoring	New Relic	N	N	Y	Y
	Zenoss	Y	Y	Y	Y
IDS	Snort	N	N	N	N
Backups	Location	S3	-	S3	-
	Timing	00:00	-	00:00	-
	Frequency	-	-	Daily	-
	Retention (daily)	-	-	1 week	-
	Retention (weekly)	-	-	1 month	-
SMTP	Mail server				
DNS	Management	Route53	Route53	Route53	Route53
	Owner	Axis12	Axis12	Axis12	Axis12
URLs	Production (Live + DR)	<a href="https://services.cqc.org.uk">https://services.cqc.org.uk</a> <a href="http://authservices.axis12.com">http://authservices.axis12.com</a>			

File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
Owner:	Operations Manager	Last amended:	27 Sep 2019

Component		Development	Test/Staging	Production (Live)	Production (DR)
	Test/Staging	<a href="https://stagingservices.cqc.org.uk">https://stagingservices.cqc.org.uk</a> <a href="https://test01services.cqc.org.uk">https://test01services.cqc.org.uk</a> <a href="https://test02services.cqc.org.uk">https://test02services.cqc.org.uk</a>			
	Dev	<a href="https://dev01services.axis12.com">https://dev01services.axis12.com</a> <a href="https://dev02services.axis12.com">https://dev02services.axis12.com</a>			
Disaster recovery	RPO	-	-	24hrs	-
	RTO	-	-	30mins	-
Tools	Jenkins	N	N	N	N
	New Relic	N	N	N	N

## 4. Pricing

Service month	Support cost	Hosting cost	New Relic licence	Fastly subscription	CloudFront subscription
November 2019					
December 2019					
January 2020					
February 2020					
March 2020					
April 2020					
May 2020					
June 2020					
July 2020					
August 2020					
September 2020					
October 2020					
<b>Year 1 Total</b>					<b>£302,964</b>
<b>Year 2 Total</b>					<b>£302,964</b>

File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
Owner:	Operations Manager	Last amended:	27 Sep 2019

All prices are ex VAT.

Support prices are based on [REDACTED] with an allocation of 10 days per month minimum.

Unused support time from each month cannot be rolled over to subsequent months.

If additional support time is required beyond the bulk time allocated for each month or if support time is required outside of a signed contract agreement, this will be billed at our non-contracted adHoc day rate.

Changes to the hosting platform can be instructed throughout the contract duration and may result in a cost increase or decrease proportionate to the increases/decreases being made.

Offboarding, service transfer, knowledge transfer, and documentation activities will all incur costs, that will be agreed at the time of instruction

File reference:	Service Description v1.docx		
Version No:	1.01	Last reviewed:	1st February 2019
Owner:	Operations Manager	Last amended:	27 Sep 2019

## Schedule 2 – Call-Off Contract charges

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

Service month	Support cost	Hosting cost	New Relic licence	Fastly subscription	CloudFront subscription
November 2019					
December 2019					
January 2020					
February 2020					
March 2020					
April 2020					
May 2020					
June 2020					
July 2020					
August 2020					
September 2020					
October 2020					
				<b>Year 1 Total:</b>	<b>£302,964</b>
November 2020 (if extended)					
December 2020 (if extended)					
January 2021 (if extended)					
February 2021 (if extended)					
March 2021 (if extended)					
April 2021 (if extended)					
May 2021 (if extended)					
June 2021 (if extended)					
July 2021 (if extended)					
August 2021 (if extended)					
September 2021 (if extended)					
October 2021 (if extended)					

**Schedule 3 – Collaboration Agreement**

**COLLABORATION AGREEMENT**

**BETWEEN**

**Care Quality Commission**

**and**

**Axis 12 Ltd**

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## Collaboration Agreement

**This Agreement is dated 01/11/2019**

### **Between**

- (1) **The Care Quality Commission (“CQC”) (the "Buyer"); and**
- (2) **Axis 12 Ltd (the “Supplier”)**
- (3)

(each of [insert details] being a "**Supplier**" and together the "**Suppliers**" and each of the Buyer and the Suppliers being a "**Party**" and together the "**Parties**").

### **Recitals**

- A The Buyer has decided to outsource various ICT functions and activities to the Suppliers as part of the government’s ICT strategy to transform government ICT services into a multi-source service environment (the "**Buyer’s Outsourced ICT Services**").
- B As such the Buyer has established the Digital Foundations Programme ("**DFP**").
- C The purpose of this document is to ensure all Suppliers work together to develop and maintain excellent working relationships across all aspects of the Supplier’s delivery to support the operation of a collaborative supplier model that benefits the Buyer and its Suppliers.

In connection with their respective Supplier Agreements with the Buyer, the Suppliers wish to enter into this Collaboration Agreement with each other and with the Buyer in order to ensure the smooth and effective delivery of end-to-end services to the Buyer and other bodies and to document in the necessary level of detail the particulars and dependencies of the manner in which they will cooperate with the Buyer and with each other in providing the Buyer’s Services.

### **It is agreed:**

#### **1 Definitions and Interpretation**

- 1.1 In this Agreement, the following capitalised expressions shall have the meanings set out below:

<b>"Accession Agreement"</b>	<i>an accession agreement in the form set out in Schedule 1;</i>
<b>"Buyer's Target Operating Model"</b>	<i>the Buyer's document which describes the nature of the Buyer's business and principles in place to meet Buyers' needs, as notified to the Suppliers from time to time;</i>
<b>"Buyer's Strategy"</b>	<i>the Buyer's strategy as set out and updated from time to time;</i>
<b>"Buyer Premises"</b>	<i>CQC office locations in London, Newcastle, Leeds and such other locations as notified by the Buyer to the Supplier in writing from time to time;</i>
<b>"Central Government Body"</b>	<p><i>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</i></p> <ul style="list-style-type: none"> <li><i>(a) Government Department;</i></li> <li><i>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</i></li> <li><i>(c) Non-Ministerial Department; or</i></li> <li><i>(d) Executive Agency;</i></li> </ul>
<b>"Collaboration Agreement Effective Date"</b>	<i>the date of this Agreement as set out at the top of page 38;</i>
<b>"Confidential Information"</b>	<i>all information relating to any Party or its operation or business, products, developments, systems or plans supplied in connection with the Buyer's Outsourced ICT Services or generated by the receiving Party from such information (whether before or after the Collaboration Agreement Effective Date), including all analyses, compilations, studies and other documents whether prepared by or on behalf of a party which contain or otherwise reflect or are derived from such information;</i>

<b>"Dispute"</b>	<i>any dispute, difference, issue, claim or question of interpretation arising out of or in connection with this Agreement;</i>
<b>"Digital Service Delivery Group"</b>	<i>means the body described in Paragraph 2 of Schedule 2 (Governance);</i>
<b>"Strategic Partnership Board"</b>	<i>means the body described in Paragraph 3 of Schedule 2 (Governance);</i>
<b>"Law"</b>	<i>any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;</i>
<b>"Parties"</b>	<i>means the Buyer and the Suppliers together and Party shall mean any one of them;</i>
<b>"Required Behaviours"</b>	<i>shall have the meaning set out in Clause 5;</i>
<b>"Supplier Agreement"</b>	<i>a contract between the Buyer and one of the Suppliers setting out services provided by that Supplier which form part of the Buyer's Outsourced ICT Services;</i>
<b>"Supplier Personnel"</b>	<i>all directors, officers, employees, agents, consultants and contractors of a Supplier and/or of any sub-contractor engaged in the performance of the Supplier's obligations under this Agreement and its applicable Supplier Agreement; and</i>
<b>"Supplier Review Meeting"</b>	<i>shall have the meaning set out in Clause 8;</i>
<b>"Working Day"</b>	<i>any day other than a Saturday, Sunday or public holiday in England and Wales</i>

1.2 Unless the context otherwise requires:

- a) the singular includes the plural and vice versa;
- b) reference to a gender includes the other gender and the neuter;
- c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;

- d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- e) the words “including”, “other”, “in particular”, “for example” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- f) references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- g) the headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- h) references to this Agreement are references to this Agreement as amended from time to time.

1.3 In entering into this Agreement the Buyer is acting as part of the Crown.

1.4 If there is any conflict between the Clauses and the Schedules the conflict shall be resolved in accordance with the following order of precedence:

- a) the Clauses; and
- b) the Schedules.

1.5 If there is any conflict between this Agreement and any Supplier Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- a) the Supplier Agreement(s); and
- b) this Agreement.

## **2 Joining Parties**

2.1 The Buyer shall have the sole and absolute right, at any time, to agree with a third party that it will become a Supplier for the purposes of this Agreement through the conclusion of an Accession Agreement.

2.2 All of the parties to this Agreement prior to the conclusion of the relevant Accession Agreement shall remain bound by the terms of this Agreement following conclusion of the Accession Agreement and in addition, from the date on which the relevant Accession Agreement was concluded, the new Supplier shall have all of the rights and obligations of a Supplier under this Agreement.

### **3 Term**

3.1 This Agreement shall continue in full force and effect from the Collaboration Agreement Effective Date until the termination or expiry of all the Supplier Agreements, unless previously terminated in accordance with the termination provisions contained in Clause 40.

### **4 Termination**

4.1 This Agreement shall terminate:

- a) on termination or expiry of all Supplier Agreement(s); or
- b) on the written consent of all Parties; or

c) following not less than thirty (30) Working days' prior written notice from the Buyer, provided that a relevant Supplier has the right to be relieved from its obligations arising under this Agreement in relation to the period after the termination or expiry of such Supplier's Supplier Agreement.

4.2 The Parties acknowledge that this Agreement is intended to support the Supplier Agreements and accordingly that there shall be no rights of termination of the Agreement other than pursuant to Clause 4.1.

### **5 Required Behaviours**

5.1 Each Supplier will undertake its obligations under this Agreement and the relevant Supplier Agreement in accordance with the following behaviours set out in this Clause 5 (the "Required Behaviours"):

5.1.1 Suppliers must work collaboratively with the Buyer and all other Suppliers towards the successful end to end transition and implementation of all services procured by the Buyer under the Supplier Agreements, and operational running and delivery of those services.

5.1.2 Suppliers shall act in a manner which is consistent with and supports the Buyer's Strategy and the Buyer's Target Operating Model.

5.1.3 Suppliers must comply with the principles of collaboration set out in BS11000 (Collaborative Business Relationships).

5.1.4 Suppliers must co-operate with the other Suppliers to:

- a) assist with any testing and/or any quality assurance analysis to be undertaken by the Buyer or any other Supplier;
- b) provide prompt access to any of their resources, systems, Software and materials required by the other Suppliers to enable them to provide their services to the Buyer and to deal with security and/or compliance issues, assessments and actions;
- c) promptly provide the other Suppliers with all relevant information (including details of all operating environments, system constraints, all relevant information concerning interfacing, interoperation and operating parameters that may be reasonably required by the other Suppliers) that they may need to provide their services to the Buyer;
- d) ensure the orderly provision of seamless end to end services;
- e) avoid hindering provision of services by any other Suppliers;
- f) facilitate the successful delivery of services by other Suppliers;
- g) avoid unnecessary duplication of effort;
- h) avoid undue disturbance to the Buyer and other Suppliers;
- i) do what is necessary to integrate systems and the services provided under their Supplier Agreement with other relevant systems and services;
- j) ensure efficient and effective delivery of their obligations under their Supplier Agreement;
- k) ensure integration and interfacing where the services provided under their Supplier Agreement or other services are subject to inter-party dependencies;
- l) achieve value for money solutions for the Buyer.

5.1.5 Suppliers must adopt a 'fix first, find fault later' approach, prioritise achieving solutions to incidents or problems or issues over seeking to blame any other Party, and support and contribute to investigations by other Suppliers and the Buyer to resolve incidents and problem investigations.

5.1.6 Suppliers must be proactive and honest in their dealings with each other and open to honest feedback and must commit to creating a culture of openness that encourages all Parties to raise and discuss concerns, solve problems and deal directly with any issues, including those that are difficult.

- 5.1.7 Suppliers must take responsibility for their actions or inactions, as well as any foreseeable consequences, whether intended or not. Suppliers should not seek to blame other suppliers for service failures but support other suppliers in the resolution of incidents and problems.
- 5.1.8 Suppliers must send appropriately knowledgeable and authorised personnel to all relevant governance meetings they are to attend under this Agreement or their Supplier Agreement. These personnel should contribute actively to those meetings on matters within their knowledge and experience.
- 5.1.9 Suppliers must demonstrate a preparedness to be flexible and to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Buyer.

## **6 Confidentiality**

- 6.1 Without prejudice to any other rights and obligations relating to confidentiality, freedom of information and data protection to which any Party may be subject pursuant to the terms of a Supplier Agreement, each Party undertakes that it shall:
  - 6.1.1 treat all any other Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored, the nature of the Confidential Information contained in those materials, and any security classification);
  - 6.1.2 not disclose any other Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining that Party's prior written consent;
  - 6.1.3 not use or exploit a Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
  - 6.1.4 immediately notify the Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of that Party's Confidential Information.
- 6.2 A Supplier may disclose another Party's Confidential Information:

- 6.2.1 to its Supplier Personnel who need to know such information for the purposes of exercising that Supplier's rights or carrying out its obligations under or in connection with this Agreement or its relevant Supplier Agreement (provided that the Supplier shall ensure its Supplier Personnel whom it discloses any other Party's Confidential Information comply with this Clause 60);
  - 6.2.2 to its professional advisers for the purposes of obtaining advice in relation to this Agreement; and
  - 6.2.3 as may be required by law, a court of competent jurisdiction or any governmental or regulatory body.
- 6.3 Where the Supplier discloses a Party's Confidential Information pursuant to Clauses 6.2.1 and 6.2.2 it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 6.4 The Buyer may disclose another Party's Confidential Information to the extent it is entitled to disclose the same under the relevant Supplier Agreement.

## **7 Liability**

- 7.1 Nothing in this Agreement excludes or limits the liability of any Party to any other Party for:
- 7.1.1 death or personal injury cause by its own negligence; and
  - 7.1.2 any other obligation in respect of which any limitation or exclusion is prohibited by law.
- 7.2 In no event shall the total aggregate liability of each Supplier under its respective Supplier Agreement and this Agreement in respect of any losses arising as a result of any claims made against it by the Buyer or any other Supplier exceed the limitations of that Supplier's liability under its respective Supplier Agreement.

## **8 Non-financial remedies**

8.1 Without prejudice to Clause 18, any persistent instances of a Supplier not demonstrating the Required Behaviours will be recorded and may result in the following actions being taken:

8.1.1 the Buyer may require that such Supplier attend an exceptional meeting (the "Supplier Review Meeting") to be convened by serving not less than five (5) Working Days' notice.

8.1.2 at the Supplier Review Meeting, the Supplier will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and, in the event that:

a) the actions proposed by the Supplier fail to remedy the breach of Required Behaviours within 30 Working Days of such Supplier Review Meeting; or

b) the Buyer reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours or that the timescales for delivering such actions are inappropriate,

the Buyer may request a formal rectification plan, to address the impact of and prevent the reoccurrence of a failure, from the Supplier in accordance with the relevant Supplier Agreement.

8.2 In the event that the rectification referred to in Paragraph 8.1 fails to remedy the breach of Required Behaviours within 30 Working Days of the submission of the plan to the Buyer, the Parties acknowledge that the Supplier will be in material default of its obligations under this Agreement (and that this will be a Supplier Termination Event for the purposes of the relevant Supplier Agreement).

## **9 Governance**

9.1 The provisions of Schedule 2 shall apply to this Agreement.

## **10 Change Control**

10.1 Any requirement for an amendment to this Agreement shall be subject to the change control or variation procedures in each Supplier's Supplier Agreement.

## **11 Waiver and Cumulative Remedies**

11.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by law, in equity or otherwise.

**12 Severance**

12.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

12.2 In the event that any deemed deletion under Clause 12.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, any Party may give notice to the other Parties requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that it is reasonably possible, achieves the Parties' original commercial intention.

**13 Relationship of the Parties**

13.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise any Party to make representations or enter into any commitments for or on behalf of any other Party.

**14 Notices**

14.1 Any notices sent under this Collaboration Agreement must be in writing.

14.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time of service and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the next Working Day.	Properly addressed and delivered as evidenced by signature of a delivery receipt.
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next working day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

14.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to another Party for the purpose of service of notices under this Agreement:

	Buyer	[insert supplier]	[insert supplier]	[insert supplier]
Contact				
Address				
Email				

14.4 This Clause 140 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**15 Third Party Rights**

15.1 A person who is not a Party to this Collaboration Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

**16 Variation**

16.1 No variation of this Collaboration Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives.)

**17 Counterparts**

17.1 This Collaboration Agreement may be executed in any number of counterparts, each of which when signed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**18 Assignment and Novation**

18.1 A Supplier may only assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Collaboration Agreement with the prior written consent of the Buyer and to the extent that the Buyer has consented to such action being taken to the relevant Supplier Agreement.

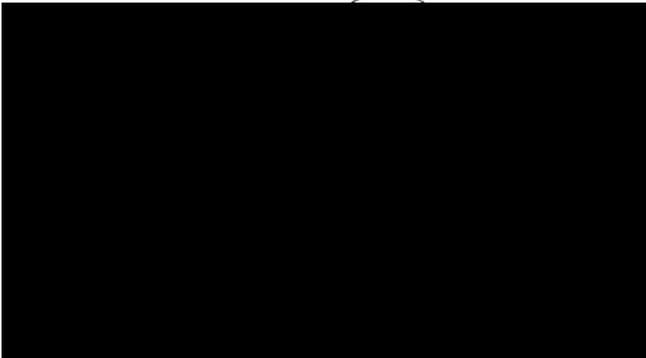
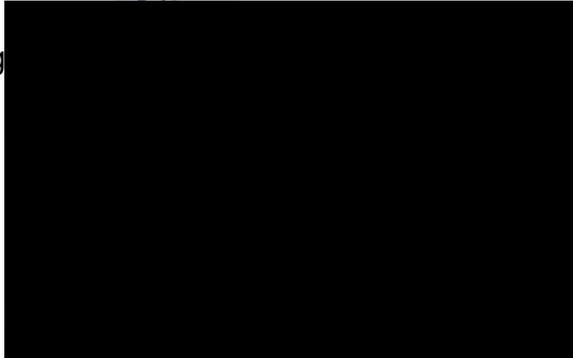
**19 Dispute Resolution**

- 19.1 Any Dispute that arises under or in connection with this Collaboration Agreement that involves the Buyer and a single Supplier, and which does not impact the other Suppliers nor the performance of their obligations under this Agreement or their relevant Supplier Agreements, shall be resolved in accordance with the escalation and/or dispute resolution procedure in the relevant Supplier's Supplier Agreement.
- 19.2 Any other Dispute which arises under or in connection with this Agreement shall be raised at the next available meeting of the Digital Service Delivery Group described in Schedule 2 (Governance) within Schedule 3 for discussion and where possible determination, and the provisions of Schedule 3 (Dispute Resolution) within Schedule 3 will apply.

**20 Governing Law**

- 20.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 20.2 Subject to Clause 180, the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

**IN WITNESS** of which this Agreement has been duly executed by the Parties on the date which appears at the head of its page 38.

SIGNED for and [redacted] of the Supplier 	[redacted] d on behalf of the Buyer Sig Na Po Da 
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**Schedule 1– Pro Forma Accession Agreement**

**THIS ACCESSION AGREEMENT** is made on 01/11/2019

**BETWEEN:**

- (1) **The Care Quality Commission (CQC)** (the "**Buyer**"); and
- (2) **Axis 12 Ltd** a company registered in England under company no. 7215135 whose registered company is at The Ivories, Unit 14, 6/18 Northampton Street, London, N1 2HY ("**Supplier**");

**1 Background**

- 1.1 On 01/11/2019, the Buyer entered into a multiparty Collaboration Agreement with a number of suppliers (the "Collaboration Agreement", as such may be amended from time to time).
- 1.2 The Buyer and the Supplier have agreed that the Supplier shall become a party to the Collaboration Agreement as a Supplier.

**2 Accession**

- 2.1 The Buyer agrees that, in entering into this Accession Agreement, the Supplier shall become a Supplier under the Collaboration Agreement in accordance with clause 2.1 of that agreement.
- 2.2 The Supplier agrees that, in entering into this Accession Agreement, it will have all of the rights and obligations of a Supplier under the Collaboration Agreement in accordance with clause 2.2 of that agreement.

**3 Governing Law**

This Accession Agreement shall be governed by and construed in accordance with English law and, without prejudice to clause 20 of the Collaboration Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

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

**SIGNED** for [redacted] [redacted]  
[redacted] [redacted]  
[redacted] [redacted]  
[redacted] [redacted]  
[redacted] [redacted]  
[redacted] [redacted]

## Schedule 2– Governance

### 1 Governance Principles

1.1 The Suppliers acknowledge and agree that:

- (a) that their respective relationships with the Buyer are governed by the governance provisions within the relevant Supplier Agreement (the "**Supplier Agreement Governance Provisions**"); and
- (b) the Supplier Agreement Governance Provisions shall include attendance at and participation in the governance boards described at Paragraphs 0 and **Error! Reference source not found.** of this Schedule 2 (Governance).

1.2 The governance boards described at Paragraphs 2 of this Schedule 2 (Governance) will be attended by representatives from all suppliers except **where the Buyer determines, in its sole discretion, that only specified supplier representatives are to attend.**

### 2 Digital Service Delivery Group

2.1 The Digital Service Delivery Group shall:

- a) act as a point of escalation for Supplier Service Reviews;
- b) provide review and approval, where possible, of the short-term and long-term plans and activities in regard to the delivery of the Services;
- c) review the Suppliers' performance against the Required Behaviours;
- d) assure that the end to end services are being delivered in an efficient and cost-effective manner and are meeting the requirements of the Buyer;
- e) resolve key service delivery issues and Disputes;
- f) manage interfaces and integration to achieve a seamless end to end service;
- g) provide opportunity to inject coherence and resilience into deliverables;
- h) work collaboratively to overcome problems, provide solutions and leading edge expertise;
- i) drive suppliers forward to deliver to scope, quality, schedule and cost; and
- j) seek guidance from, provide recommendations to, and escalate issues to the Strategic Partnership Board as required.

2.2 The Digital Service Delivery Group representation and structure shall be as set out below:

Buyer Members of Digital Service Delivery Group	Head of Operational Business Services Service Delivery Managers Head of Architecture, Data Management and Design Commercial representation as required
Supplier Members of Digital Service Delivery Group	Account Executives Chief technology officers Service delivery executives
Start Date for Digital Service Delivery Group meetings	Collaboration Agreement Effective Date
Frequency of Digital Service Delivery Group meetings	Every two months
Location of Digital Service Delivery Group meeting	Buyer premises

### **3 Strategic Partnership Board**

3.1 The Strategic Partnership Board shall:

- a. act as a point of escalation from the Digital Service Delivery Group and for issues from service delivery and financial performance perspectives and any staff matters that arise;
- b. manage the strategic relationship between all Parties at a senior level;
- c. evaluate feedback from other governance bodies about the whole spectrum of the relationship between the Buyer and the Suppliers;
- d. address the alignment of the Buyer's ICT strategy and the leverage of ICT to deliver additional value to the Buyer's business activities.

3.2 The Strategic Partnership Board representation and structure shall be as set out below however the Buyer reserves the right to amend the frequency and membership:

Buyer Members of Strategic Partnership Board	Chief Digital Officer Head of Operational Business Services Head of Product Management Service Delivery Managers Head of Architecture, Data Management and Design Head of Contracts and Commercial Commercial representation as required
Supplier Members of Strategic Partnership Board	Chief technology officer Service delivery executives
Start Date for Strategic Partnership Board meetings	Collaboration Agreement Effective Date
Frequency of Strategic Partnership Board meetings	Every six months
Location of Strategic Partnership Board meetings	Buyer premises

## Schedule 3 – Dispute Resolution

### 1 Definitions

In this Schedule, the following additional definitions shall apply:

<b>"Bi-Party Dispute"</b>	a) a Dispute between the Buyer and a Supplier which affects another Supplier's performance of its obligations under this Agreement; or b) a Dispute between two Suppliers.
<b>"CEDR"</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>"Dispute Notice"</b>	written notice from one Party to another that a Dispute has arisen;
<b>"Dispute Parties"</b>	the Parties involved in the determination of any Dispute;
<b>"LCIA"</b>	the London Court of International Arbitration;
<b>"Mediation Notice"</b>	a written notice to proceed to mediation in accordance with Paragraph 4 of this Schedule 3;
<b>"Mediator"</b>	the independent third party appointed in accordance with Paragraph 0 of this Schedule 3 to mediate a Dispute;
<b>"Multi-Collaborating Parties Dispute"</b>	a Dispute which involves the Buyer and/or more than one Supplier;
<b>"Multi-Collaborating Parties Dispute Representatives"</b>	has the meaning given in Paragraph 3.7 of this Schedule 3;
<b>"Multi-Collaborating Parties Dispute Resolution Board"</b>	has the meaning given in Paragraph 3.7 of this Schedule 3;
<b>"Multi-Collaborating Parties Procedure Initiation Notice"</b>	a notice from the Buyer or the Digital Service Delivery Group (as applicable) notifying Supplier(s) of a Multi-Collaborating Parties Dispute as further described in Paragraphs 3.2 and 3.3 of this Schedule 3;
<b>"Originating Supplier"</b>	has the meaning given in Paragraph 3.2 of this Schedule 3;
<b>"Related Suppliers"</b>	the Suppliers other than the Originating Supplier which are to be involved in a Multi-Collaborating Parties Dispute Resolution Procedure;
<b>"Supplier Request"</b>	a notice served by the Originating Supplier requesting that the Dispute be treated as a Multi-Collaborating Parties Dispute, setting out its grounds for that request and specifying each Supplier that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.

## 2 **Bi-Party Disputes**

- 2.1 Subject to Paragraph 3 of this Schedule 3, if a Bi-Party Dispute referred to the Digital Service Delivery Group pursuant to Clause 0 is not resolved between the relevant Dispute Parties within twenty five (25) Working Days of the referral (or such longer period as the Dispute Parties may agree in writing), then:
- (a) any Dispute Party may serve a Mediation Notice in respect of the Dispute in which case Paragraph 4 of this Schedule 3 shall apply; and/or
  - (b) Paragraph 0 of this Schedule 3 shall apply to the Dispute.

## 3 **Multi-Collaborating Parties Disputes**

- 3.1 All Multi-Collaborating Parties Disputes shall be resolved in accordance with the procedure set out in this Paragraph 3 (the "**Multi-Collaborating Parties Dispute Resolution Procedure**"), notwithstanding any provisions relating to the resolution of multi party disputes in any Supplier Agreement.
- 3.2 If at any time following the issue of a Dispute Notice to the Buyer, the Buyer reasonably considers that the matters giving rise to the Dispute involve one or more Suppliers other than the Supplier to whom the Dispute initially relates (the "**Originating Supplier**"), then the Buyer shall be entitled to determine that the Dispute is a Multi-Collaborating Parties Dispute and to serve a Multi-Collaborating Parties Procedure Initiation Notice on the Originating Supplier which sets out the Buyer's determination that the Dispute is a Multi-Collaborating Parties Dispute. The Multi-Collaborating Parties Procedure Initiation Notice shall specify any other Related Suppliers.
- 3.3 Where a Dispute between Suppliers is referred to the Digital Service Delivery Group then the Digital Service Delivery Group shall consider whether the matters giving rise to the Dispute involve additional Suppliers and if so send a Multi-Collaborating Parties Procedure Initiation Notice to the Related Suppliers that a Multi-Collaborating Parties Dispute has arisen.
- 3.4 If following the issue of a Dispute Notice but before the Dispute has been referred to arbitration (to the extent that such forms of alternative dispute resolution are permitted under the Originating Supplier's Supplier Agreement, where the Dispute includes the Buyer), the Originating Supplier has reasonable grounds to believe that the matters giving rise to the Dispute have been contributed to by one or more Suppliers, the Originating Supplier may serve a Supplier Request on the Buyer or the Digital Service Delivery Group (as applicable).

- 3.5 The Buyer or Digital Service Delivery Group (as applicable) shall consider each Supplier Request submitted to it and shall determine within five (5) Working Days whether the Dispute is:
- (a) a Multi-Collaborating Parties Dispute, in which case it shall serve a Multi-Collaborating Parties Procedure Initiation Notice on the Related Suppliers; or
  - (b) not a Multi-Collaborating Parties Dispute, in which case it shall serve written notice of such determination upon the Originating Supplier (and any other Suppliers, as necessary) and the Dispute shall be treated in accordance with the dispute resolution procedure in the Originating Supplier's Supplier Agreement.
- 3.6 If the Buyer or Digital Service Delivery Group has determined, following a Supplier Request, that a Dispute is not a Multi-Collaborating Parties Dispute, the Originating Supplier may not serve another Supplier Request with reference to the same Dispute.
- 3.7 The Buyer may also serve a Multi-Collaborating Parties Procedure Initiation Notice on one or more Suppliers following any determination by the Digital Service Delivery Group that a Dispute is a Multi-Collaborating Parties Dispute
- 3.7 Following service of a Multi-Collaborating Parties Procedure Initiation Notice a Multi-Collaborating Parties Dispute shall be dealt with by a board (in relation to such Multi-Collaborating Parties Dispute, the "**Multi-Collaborating Parties Dispute Resolution Board**") comprising representatives from the following parties to the Multi-Collaborating Parties Dispute, each of whom shall be of a suitable level of seniority to finalise any agreement with the other parties to settle the Multi-Collaborating Parties Dispute:
- (a) the Buyer;
  - (b) the Originating Supplier;
  - (c) each Related Supplier involved in the Multi-Collaborating Parties Dispute; and
  - (d) any other representatives of any of the Parties whom the Buyer considers necessary, (together "**Multi-Collaborating Parties Dispute Representatives**").

- 3.8 Subject to Paragraph 3.10 of this Schedule 3, the Parties agree that the Multi-Collaborating Parties Dispute Resolution Board shall seek to resolve the relevant Multi-Collaborating Parties Dispute in accordance with the following principles and procedures:
- (a) the Dispute Parties shall procure that their Multi-Collaborating Parties Dispute Representatives attend all meetings of the Multi-Collaborating Parties Dispute Resolution Board in respect of the Multi-Collaborating Parties Dispute;
  - (b) the Multi-Collaborating Parties Dispute Resolution Board shall first meet within ten (10) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice at such time and place as the Dispute Parties may agree or, if those Parties do not reach agreement on the time and place within five (5) Working Days of service of the relevant Multi-Collaborating Parties Procedure Initiation Notice, at the time and place specified by the Buyer, provided such place is at a neutral location within England and that the meeting is to take place between 9.00am and 5.00pm on a Working Day; and
  - (c) in seeking to resolve or settle any Multi-Collaborating Parties Dispute, the members of the Multi-Collaborating Parties Dispute Resolution Board shall have regard to the principle that a Multi-Collaborating Parties Dispute should be determined based on the contractual rights and obligations between the Dispute Parties and that any apportionment of costs should reflect the separate components of the Multi-Collaborating Parties Dispute.
- 3.9 Subject to Paragraph 3.10 of this Schedule 3, if a Multi-Collaborating Parties Dispute is not resolved between the relevant Parties within twenty five (25) Working Days of the issue of the Multi-Collaborating Parties Procedure Initiation Notice (or such longer period as the Dispute Parties may agree in writing), then:
- (a) any Dispute Party may serve a Mediation Notice in respect of the Multi-Collaborating Parties Dispute in which case Paragraph 4 of this Schedule 3 shall apply; and/or
  - (b) Paragraph 0 of this Schedule 3 shall apply to the Multi-Collaborating Parties Dispute.
- 3.10 The Buyer may, in its absolute discretion, reduce the timescale for the resolution of Multi-Collaborating Parties Disputes set out in Paragraph 2.1 of this Schedule 3, or this Paragraph 3.

## **4 Mediation**

- 4.1 If a Mediation Notice is served, the Dispute Parties shall attempt to resolve the Dispute in accordance with the version of CEDR's Model Mediation Agreement which is current at the time the Mediation Notice is served (or such other version as the Dispute Parties may agree).
- 4.2 If the Dispute Parties are unable to agree on the joint appointment of an independent person to mediate the Dispute within twenty (20) Working Days from (and including) the service of a Mediation Notice then any Dispute Party may apply to CEDR to nominate such a person.
- 4.3 If the Dispute Parties are unable to reach a settlement in the negotiations at the mediation, and only if both Dispute Parties so request and the Mediator agrees, the Mediator shall produce for the Dispute Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.4 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Dispute Parties (in accordance with Clause 0 where appropriate). The Mediator shall assist the Dispute Parties in recording the outcome of the mediation.
- 4.5 The CEDR Model Mediation Procedure (together with the provisions of this Schedule 3) shall apply to govern the mediation and is deemed to be incorporated into this Agreement. Notwithstanding the foregoing, in the event of an inconsistency between the CEDR Model Mediation Procedure and this Schedule 3 (including as to the timescales set out in Paragraph 0) then the provisions of this Schedule 3 shall prevail.

## **5 Arbitration**

- 5.1 Subject to compliance with its obligations under Paragraph 3.8 of this Schedule 3, a Dispute Party may at any time before court proceedings are commenced refer a Dispute to arbitration in accordance with the provisions of Paragraph 0 of this Schedule 3.
- 5.2 The Parties hereby confirm that if any arbitration proceedings are commenced pursuant to Paragraph 0 of this Schedule 3:
- a) the Dispute shall be referred to and finally resolved by arbitration under the Rules of the LCIA (subject to Paragraphs 0e), f) and g) of this Schedule 3);
  - b) the arbitration shall be administered by the LCIA;
  - c) the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
  - d) if the Parties fail to agree the appointment of the arbitrator within ten (10) Working Days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
  - e) the chair of the arbitral tribunal shall be British;
  - f) the arbitration proceedings shall take place in London and in the English language;  
and
  - g) the seat of the arbitration shall be London.

**Schedule 4 - NOT USED**

**Schedule 5 – NOT USED**

## Schedule 6- Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	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.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• created by the Party independently of this Call-Off Contract, or</li> </ul> <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>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.

<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	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.
<b>Data Loss Event</b>	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
<b>Data Protection Impact Assessment</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	Data Protection Legislation means: <ul style="list-style-type: none"> <li>i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</li> <li>ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy;</li> <li>iii) (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 .</li> </ul>
<b>Data Subject</b>	Takes the meaning given in the GDPR
<b>Default</b>	Default is any:

	<ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <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>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("TUPE") which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="http://tools.hmrc.gov.uk/esi">http://tools.hmrc.gov.uk/esi</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Force Majeure</b>	<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"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> </ul>

	<ul style="list-style-type: none"> <li>industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>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</li> <li>the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>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</li> </ul>
<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
<b>Fraud</b>	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.
<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	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.
<b>GDPR</b>	The General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> .
<b>Guarantee</b>	The guarantee described in Schedule 5.

<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative Test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information Security Management System</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency Event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium.</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <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>
<b>IPR Claim</b>	As set out in clause 11.5.

<b>IR35</b>	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.
<b>IR35 Assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	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.
<b>Law</b>	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	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.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.
<b>New Fair Deal</b>	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.

<b>Order</b>	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an Order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>Processing</b>	Takes the meaning given in the GDPR
<b>Processor</b>	Takes the meaning given in the GDPR.
<b>Prohibited Act</b>	<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"> <li>● induce that person to perform improperly a relevant function or activity</li> <li>● reward that person for improper performance of a relevant function or activity</li> <li>● commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

<b>Regulatory Body or Bodies</b>	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.
<b>Relevant Person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the Employment Regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement Supplier</b>	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).
<b>Security Management Plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service Definition(s)</b>	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.
<b>Service Description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	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.
<b>Spend Controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start Date</b>	The start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.

<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier Staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	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] **3<sup>rd</sup> Floor 151 Buckingham Palace Road, London SW1W 9SZ.**
- 1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<b>The Buyer is Controller and the Supplier is Processor</b> 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:
Duration of the Processing	01/11/2019 – 31/10/2020 01/11/2020 – 31/10/2021 (if extended)
Nature and purposes of the Processing	Email alters contain email address information of members of the public; however, these are people who have actively subscribed to the service. Provider Portal – Regulated information that is a part of our purpose as a regulator. Typically this will be name, organisation position, business address details required in order to register and

	notify CQC of details in respect to delivery of regulated services
Type of Personal Data	Email addresses (personal) for email alerts Provider Portal – Regulated information that is a part of our purpose as a regulator. Typically this will be name, organisation position, business address details required in order to register and notify CQC of details in respect to delivery of regulated services
Categories of Data Subject	Provider Staff Members of the Public
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.

## Annex 2 - NOT USED

## Part B - Terms and conditions

### 1. Call-Off Contract start date and length

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

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
  - 4.1 (Warranties and representations)
  - 4.2 to 4.7 (Liability)
  - 4.11 to 4.12 (IR35)
  - 5.4 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)
  - 8.4 (Relationship)

- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

2.3 The 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:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary Supplier Staff vetting as specified by the Buyer

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

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

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

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

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

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

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

## **5. Due diligence**

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

## **6. Business continuity and disaster recovery**

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

## **7. Payment, VAT and Call-Off Contract charges**

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

then the Supplier must provide a replacement valid invoice with the response.

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

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

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

## **9. Insurance**

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

9.2 The Supplier will ensure that:

- during this Call-Off Contract, Subcontractors hold third--party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing

policies bought under the Framework Agreement.

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

## **10. Confidentiality**

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.78 to 8.86. The indemnity doesn't apply to

the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
  - Supplier's performance of the Services
  - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
  - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:

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

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

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

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

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

## 13. Buyer data

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

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

- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

## 14. Standards and quality

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

## 15. Open source

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

## 16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use 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:
- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
  - Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

## 17. Guarantee

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

## 18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
  - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
  - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
  - an Insolvency Event of the other Party happens
  - the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

## **19. Consequences of suspension, ending and expiry**

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

- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration
  - the right of either Party to recover any amount outstanding at the time of Ending or expiry
  - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
  - any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
  - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
  - stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
  - destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
  - work with the Buyer on any ongoing work

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

- 19.6 Each Party will return all of the other Party’s Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

**20. Notices**

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

<b>Manner of delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of service</b>
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

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

**21. Exit plan**

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier’s own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term

beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
  - there will be no adverse impact on service continuity
  - there is no vendor lock-in to the Supplier's Service at exit
  - it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - the transfer of Project Specific IPR items and other Buyer customisations, configurations

and databases to the Buyer or a replacement supplier

- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## **22. Handover to replacement supplier**

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

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

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

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

## **23. Force majeure**

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

## **24. Liability**

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

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

## 25. Premises

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

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

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

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

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

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

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

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

## **26. Equipment**

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

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

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

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

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

## **28. Environmental requirements**

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

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

## 29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
  - age
  - start date
  - place of work
  - notice period
  - redundancy payment entitlement
  - salary, benefits and pension entitlements
  - employment status
  - identity of employer
  - working arrangements
  - outstanding liabilities
  - sickness absence
  - copies of all relevant employment contracts and related documents
  - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will

notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

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

### **30. Additional G-Cloud services**

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

## **31. Collaboration**

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

## **32. Variation process**

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

## **33. Data Protection Legislation (GDPR)**

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.57 and 8.58 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 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7