



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	464232088180969
Call-Off Contract reference	709155450
Call-Off Contract title	Cap C4ISTAR Capability Development Support
Call-Off Contract description	Requirement for rapid development and deployment of a DCS demonstrator alongside the experimentation and capability development expertise to investigate options to enhance the current information sharing enterprise, across base and deployed capabilities, based on a common standards approach with their development in collaboration with key international partners.
Start date	09/11/2023
Expiry date	08/05/2024
Call-Off Contract value	£1,111,500.00 Ex VAT Firm Price £80,000.00 Ex VAT T&S Limit of Liability Total contract value: £1,191,500.00 Ex VAT
Charging method	CP&F Purchase Order

Purchase order number	TBC upon Contract Award
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This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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

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

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

From the Buyer	<p>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE)</p> <p>Senior Commercial Manager</p> <p>MoD Abbey Wood South, Cedar 2A, Bristol, BS34 8JH</p> <p>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</p>
To the Supplier	<p>SiXworks ltd</p> <p>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</p> <p>Cody Technology Park Farnborough Hampshire GU14 0LX</p> <p>Company number: 10855156</p>
Together the 'Parties'	

Principal contact details

(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

Call-Off Contract term

Start date	This Call-Off Contract Starts on 9 th November 2023 valid for 6 months until 8th May 2024 .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

<p>Extension period</p>	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 2 Calendar months written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none">• Lot 3: Cloud support
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: <ul style="list-style-type: none">• Planning• setup and migration• security services• quality assurance and performance testing• training• ongoing support
Additional Services	Not Applicable.
Location	The Services will be delivered to (REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE)
Quality Standards	The quality standards required for this Call-Off Contract are <ul style="list-style-type: none">• ISO9001 – Quality management• ISO27001 - Information security management

	<p>systems</p> <ul style="list-style-type: none"> • List X Accreditation • Cyber Essentials + Accreditation.
Technical Standards:	<p>The technical standards required for this Call-Off Contract are</p> <ul style="list-style-type: none"> • ISO9001 – Quality management • ISO27001 - Information security management systems • List X Accreditation • Cyber Essentials + Accreditation.
Service level agreement:	Not Applicable.
Onboarding	<p>The Onboarding for this Call-Off Contract will be led by the UKStratCom Commercial team and CAP C4ISTAR Project team.</p>

Offboarding	<p>The Offboarding for this Call-Off Contract will be led by the UKStratCom Commercial team and CAP C4ISTAR Project team. The offboarding plan for this Call-Off Contract is for all MOD assets to be returned to Cap C4ISTAR Project Management 20 working days of cessation of support.</p>
Collaboration agreement	Not Applicable.

<p>Limit on Parties' liability</p>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the amount paid by the Buyer to the Supplier within this Call-Off Contract in the preceding 12 months from the date of the claim.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<p>Insurance</p>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • [professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)] • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

Buyer's responsibilities	The Buyer's responsibilities shall be in accordance with the Terms and Conditions to the Call Off Order, the Call Off Order Form and Schedule 1: Services, Statement of Work.
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes 2 MOD Laptops. This shall be issued and managed in line with the Statement of Work.</p> <p>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</p>

Supplier's information

Subcontractors or partners	<ul style="list-style-type: none"> (REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract shall be processed via CP&F and in accordance with the G-Cloud Terms and Conditions.
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Payment profile	<p>The payment profile for this Call-Off Contract is monthly, in arrears. In accordance with Schedule 1 – Statement of Works, the Authority and the Supplier shall agree at Contract Initiation, the tangible evidence that is required to approve monthly invoices. This shall be discussed at the Contract Kick-Off Meeting.</p> <p>In accordance with Line Item 19 of Schedule 2 - Schedule of Requirements, the Supplier shall submit to the Authority evidence of travel costs incurred. The Supplier shall ensure to submit travel costs in line with Appendix A to Schedule 2 – Travel and Subsistence Policy and Process.</p>
Invoice details	<p>The Supplier will issue electronic invoices when the Authority has accepted receipt of the deliverables detailed in Schedule 2 Schedule of Requirements. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	<p>Invoices will be uploaded to Exostar and should be addressed to the buyer.</p> <p>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</p>
Invoice information required	<p>All invoices must include the following:</p> <ul style="list-style-type: none"> • The Supplier's name and address, • The Purchase Order Number, • The Project Reference, • The date the invoice was submitted, • The relevant year and dates the invoices relates too. <p>Anything else the Contractor deems necessary.</p>

Invoice frequency	Invoice will be sent to the Buyer monthly in arrears against Schedule 2 Schedule of Requirements Line Items 1-15. Line Item 16-18 (Licences) – shall be paid in advance of availability. Line Item 19 shall be invoiced in accordance with Schedule 2 Appendix A.																																																		
Call-Off Contract value	The total value of this Call-Off Contract is £1,191,500 (One Million, One hundred and ninety-one thousand, Five hundred pounds) EX-VAT.																																																		
Call-Off Contract charges	<div>The breakdown of the Charges are contained in Schedule 2 of this Call-off order form.</div> <table><tr><th>SFIA Level</th><th>Rapid, Secure Cloud Service Design and Development</th><th>Daily rate: All SiXworks Services less Pegasystems Support</th><th>Number of Days</th><th>Total</th></tr><tr><td>1</td><td>Follow</td><td>£500</td><td>248</td><td>£124,000</td></tr><tr><td>3</td><td>Apply</td><td>£750</td><td>10</td><td>£7,500</td></tr><tr><td>4</td><td>Enable</td><td>£850</td><td>104</td><td>£88,400</td></tr><tr><td>5</td><td>Ensure/Advise</td><td>£950</td><td>340</td><td>£323,000</td></tr><tr><td>6</td><td>Initiaite/Influence</td><td>£1,200</td><td>112</td><td>£134,400</td></tr><tr><td>7</td><td>Set Strategy Aspire</td><td>£1,450</td><td>196</td><td>£284,200</td></tr><tr><td></td><td colspan="2">Service Totals</td><td>1010</td><td>£961,500</td></tr></table> <div><table><tr><td>(RE-DACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</td><td>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</td><td></td></tr><tr><td>(RE-DACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</td><td>(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).</td><td></td></tr></table></div>					SFIA Level	Rapid, Secure Cloud Service Design and Development	Daily rate: All SiXworks Services less Pegasystems Support	Number of Days	Total	1	Follow	£500	248	£124,000	3	Apply	£750	10	£7,500	4	Enable	£850	104	£88,400	5	Ensure/Advise	£950	340	£323,000	6	Initiaite/Influence	£1,200	112	£134,400	7	Set Strategy Aspire	£1,450	196	£284,200		Service Totals		1010	£961,500	(RE-DACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).		(RE-DACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	
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		£150,000

Travel and Subsistence (T&S) Limit of Liability (LoL)	To be claimed on actuals and approved by commercial and project managers in accordance with Call of Schedule 2 Appendix A	£80,000
Call-Off Contract charges Total		£1,191,500

All Travel & Subsistence must be in accordance with the Cap Rates contained in Schedule 2 – Appendix A.

Additional Buyer terms

Performance of the Service	The performance of the Service and Deliverables are measured in accordance with Schedule 1 (Services) to the Call Off Order.
Guarantee	Not Applicable.
Warranties, representations	Not Applicable.

Supplemental requirements in addition to the Call-Off terms	<ul style="list-style-type: none"> • DEFCON 658 (Edition 09/21) – CYBER <p>“Further to DEFCON 658 the Cyber Risk Profile of the Contract is “Low”, as defined in Def Stan 05-138.”</p> <p>Risk Assessment Ref: RAR-865985230</p> <p>Cyber Risk Profile: Low</p> <ul style="list-style-type: none"> • DEFCON 76 (11/22) Contractor's Personnel At Government Establishments • DEFCON 660 (12/15) Official-Sensitive Security Requirements
Alternative clauses	Not Applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Within the scope of the Call-Off Contract, the Supplier will be advised by the Authority on any required amendments to the Call-Off Contract terms. Only the Authority's Commercial Officer is authorised to vary the terms and conditions of the Contract and such variation shall only have effect when agreed in writing.
Personal Data and Data Subjects	Personal Data is not intended to be processed as part of this Call Off. If this occurs in future, the Buyer would notify the Supplier and parties will agree an arrangement in line with the G-Cloud provisions.
Intellectual Property	Not Applicable.
Social Value	In line with Schedule 1: Services.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

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

2. Background to the agreement

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

Signed	Supplier	Buyer
	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).
Title	Director BD & Commercial	Senior Commercial Manager
	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).
Date	7 Nov 23	07/11/2023

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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

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

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

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

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

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

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

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

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

3. Supply of services

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

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

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

10. Confidentiality

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

11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
- 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
- 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services.

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management->

[approach](#) and Protection of Sensitive Information and Assets:
<https://www.npsa.gov.uk/sensitive-information-assets>

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

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

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

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

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

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its

unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens.

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer.
- 21.6.2 there will be no adverse impact on service continuity.
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit.
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier.
- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer.
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 21.8.4 the testing and assurance strategy for exported Buyer Data
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations.
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition.

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer.

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

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

23. Force majeure

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

24. Liability

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

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

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

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

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises.
 - 25.5.2 comply with Buyer requirements for the conduct of personnel.
 - 25.5.3 comply with any health and safety measures implemented by the Buyer.
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury.
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

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

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably

possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

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

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

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

29.5.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

Statement of Requirements – STRATCOM Cap C4ISTAR Capability Development Support

Introduction

STRATCOM Cap C4ISTAR needs to develop and mature its understanding of Data Centricity (DCS) to ensure that the requirements it places upon the Equipment Programmes are manageable and deliverable to enable the rapid evolution of Defence's ability to share information with allies and partners. Current and future coalition collaboration will depend on timely and assured access to data and information to enable Defence to out-think, out-manoeuver and, when necessary, out-fight its adversaries.

STRATCOM Cap C4ISTAR therefore requires the rapid development and deployment of a DCS demonstrator alongside the experimentation and capability development expertise to investigate options to enhance the current information sharing enterprise, across base and deployed capabilities, based on common standards approach with their development in collaboration with key international partners.

The immediate requirement is for experimentation and capability development expertise and capacity to engage with key international partners in the development of DCS-enabled platforms built on Zero Trust principles.

Requirement & Deliverables

The requirement is broken into three areas:

1. Experimentation Support. The supplier is to provide:

- Programme leadership and project management of experimentation services to support the MoD's Information Sharing and Interoperability capability development.
- (REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
- Delivery and maintenance of a STRATCOM Integration and Transformation Hub (SITH), namely:
 - Working areas and support for up to 20 concurrent users with desks, monitors, wired and wireless internet access;
 - (REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

2. Experimentation and Engineering Services. (REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

3. Experimentation Platform Support. Supplier to maintain Cap C4ISTAR experimentation platforms, including licencing, patching, managing 3rd party support and conducting cyber security monitoring.

(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).

Social Values

Where opportunities arise during the contracted activities, the supplier will be expected to demonstrate their commitment to:

Theme	Policy Outcome	Delivery Outcomes
Fighting Climate Change	Effective stewardship of the environment	1. Outline example(s) of research material that support sound environmental policies. Outline example(s) encouraging associates to select modes of transport to minimise environmental impact
COVID-19 Recovery	Help local communities to manage and recover from the impact of COVID-19	1. Outline example(s) of Pandemic initial response strategies are made available to clients. Outline example(s) of Pandemic Business Continuity strategies are made available to clients.
Tackling Economic Inequality	Increase supply chain resilience and capacity	1. Outline example(s) of either how the promotion of diverse corporate communities is either demonstrated in your organisation or research that is made available to clients. Outline example(s) of how ethical practices are promoted.
Equal Opportunity	Tackle workforce inequality	1. Outline example(s) of research material that made available to clients that promote equal opportunities. Outline example(s) of how equal opportunities is encourage.
Wellbeing	Improve community integration	1. Outline example(s) of how importance of wellbeing awareness is promoted to associates. Outline example(s) of how Mental or physical health support is accessible to associates.

Timescales

Period of performance is November 2023 to May 2024. Specific events to be supported and associated delivery of services are to be agreed with customer throughout period of performance. Options are to be proposed for extending delivery for April 2024-March 2025.

Monthly reports to be provided to capture key deliverables and engagements and remaining delivery forecast. Monthly reports will be reviewed and approved by Cap C4ISTAR Project Manager within 5 working days (unless prior notification has been provided to the supplier of Authority project manager annual leave). Supplier is to make any requested amendments within 5 working days.

(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).

Software/Hardware

All platforms are to be capable of standalone operation. (REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).

Governance

Monthly reports will be required in the following format:

- Current focus
- Summary of Progress
- Review against three workstrands
- Risks and Issues

Progress and planning meetings will be conducted on a bi-monthly schedule. Meetings will be scheduled by Cap C4ISTAR and conducted remotely for the majority of time, with face to face meetings taking place as convenient with the delivery schedule (for example, when the majority of personnel are in the same place for other activities). The supplier is to be represented by project management and project engineering personnel who can discuss and address current risks and issues. Meeting agenda will be:

- Approve record of previous meeting
- Confirmation of current focus
- Review of last period (month) highlighting progress, challenges, outstanding tasks and issues
- Discussion and confirmation of priorities
- Forecast for next three periods (months)
- Review of RAIDO register.

Acceptance

All physical deliverables will go through Secure by Design (SbD) approval to operate as MOD accredited systems. Physical deliverables will therefore be accepted upon completion of the SbD process.

Performance Management

Performance to be managed in collaboration with the customer. The nature of experimentation and capability development leads to changing priorities within the established requirements and schedule. The supplier is expected to collaborate with Cap C4ISTAR to adapt to the changing priorities and time dependencies. These changes will be discussed and approved during the bi-monthly progress meetings.

Government Furnished Assets

Requirements to be defined by Supplier.

All Property/Information issued to the Contractor will be recorded in an asset register to be maintained by the Authority.

All Issued Property/Information shall remain the property of the Authority. It shall be used in the execution of the contract and for no other purpose.

Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property/Information, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.

At the close of the contract, a review will take place to ensure all Issued Property is returned in the same condition that they were issued, subject to fair wear and tear. All documents, artefacts, information pertaining to the delivery of this programme needs to be returned to the Authority or destroyed at the MOD's request.

Security

(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

Key Personnel

The Contractor shall provide sufficient Suitably Qualified and Experienced Personnel (SQEP) throughout the duration of the Contract in order to consistently deliver a quality service. To maintain the requirement momentum, the Contractor shall, wherever reasonably achievable, maintain continuity of Key Personnel. Where a change is needed, the Contractor shall seek Authority agreement and provide CVs of suitable replacement personnel and shall also provide assurance that the handover shall not impede business continuity.

Pricing, Invoicing and Payments

The Core deliverables shall be subjected to a Firm Price. A Travel and Subsistence limit of liability is in the contract to be claimed based on actuals.

Personal Data

Not applicable.

Quality & Standards

ISO9001 and ISO27001 are mandatory requirements.

Health & Safety

Not applicable.

Implementation

Not applicable.

Exit

All GFX is to be provided to the MOD within 20 working days of cessation of support. This must be returned at the contracts expense to and accepted by Cap C4ISTAR Project Management.

APPENDIX A to Schedule 1
Statement of Work

(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

APPENDIX B to Schedule 1
Key Performance Indicators

KPI	Description	Good	Approaching Target	Requires Improvement	Inadequate	Dependency
1	Provide a monthly report to allow the Authority to track and predict progress towards achieving priorities	Report provided by due date with accurate information	Report provided within 5 working days of due date and/or report contains inaccurate information	Report provided within 10 working days of due date and/or report contains significantly inaccurate information	Report provided later than 10 working days of due date and/or report contains misleading information	
2	SITH facility and experimentation platforms availability	SITH facility and experimentation platforms remain accredited and available for 100% scheduled activities	SITH facility and experimentation platforms remain accredited and available for 90% of scheduled activities	SITH facility and experimentation platforms remain accredited and available for 80% of scheduled activities	SITH facility and experimentation platforms remain accredited and available for 50% of scheduled activities	External accreditation services and PSyA policy changes
3	SME Representation	Suitably qualified and experienced personnel available for 95% of engagements	Suitably qualified and experienced personnel available for 90% of engagements	Suitably qualified and experienced personnel available for 80% of engagements	Suitably qualified and experienced personnel available for 70% of engagements	Prior notification of engagements International travel availability

APPENDIX C to Schedule 1
GFA Register

<u>Item Number</u>	<u>Description</u>	<u>Type of Asset</u>	<u>Quantity</u>	<u>Date of supply and return</u>	<u>Additional Relevant Information</u>
1	MODNET Laptops.	Asset	2	Contract Award until Contract Closure.	Laptop 1 (REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
					Laptop 2 (REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

APPENDIX D to Schedule 1

(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).

Annex A

(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

Annex B –

(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).

Schedule 2: Call-Off Contract charges

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

Capability Development Support 9 November 2023 – 8 May 2024: £1,191,500.00 ex VAT.

This supplies a total of 1010 days of effort over 6 months, which will be invoiced pro rata at FIRM price rates as follows:

SFIA Level	Rapid, Secure Cloud Service Design and Development	Daily rate: All SiXworks Services less Pegasys-tems Support	Num-ber of Days	Total
1	Follow	£500	248	£124,000
3	Apply	£750	10	£7,500
4	Enable	£850	104	£88,400
5	Ensure/Ad-vise	£950	340	£323,000
6	Initiaite/Influ-ence	£1,200	112	£134,400
7	Set Strategy Aspire	£1,450	196	£284,200
Service Totals			1010	£961,500

This supplies the following licenses for the duration of the contact:

(REDACTED FOR SE- CURITY PUPROSES - OFFICIAL SENSI- TIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SEN- SITIVE).	
(REDACTED FOR SE- CURITY PUPROSES - OFFICIAL SENSI- TIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SEN- SITIVE).	
(REDACTED FOR SE- CURITY PUPROSES - OFFICIAL SENSI- TIVE).	(REDACTED FOR SECURITY PUPROSES - OFFICIAL SEN- SITIVE).	
Licensing Totals		£150,000

This provides the following Limit of Liability for Travel and Subsistence for the duration of the contact:

Travel and Subsistence (T&S) Limit of Liability (LoL)	To be claimed on actuals and approved by the Authorities commercial and project managers in accordance with Call of Schedule 2 Appendix A	Limit of Liability £80,000
Call-Off Contract charges Total		£1,191,500

Appendix A to Schedule 1
Schedule of Requirements for Contract No: 709155450

Contractor Deliverables										
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Effort required	Re-	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
									Per Item	Total inc. packaging (and delivery if specified)
1	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	70 days SFIA 5		N/A	30 th April 2024	1	66,500	
2	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	40 days SFIA 7		N/A	30 th April 2024	1	58,000	
3	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	56 days SFIA 6		N/A	30 th April 2024	1	67,200	
4	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	88 days SFIA 1		N/A	30 th April 2024	1	44,000	

5	N/A		(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	90 days SFIA 7	N/A	30 th April 2024	1	130,500	
6	N/A		(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	30 days SFIA 7	N/A	30 th April 2024	1	43,500	
7	N/A		(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	104 days SFIA 4	N/A	30 th April 2024	1	88,400	
8	N/A		(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	56 days SFIA 6 104 days SFIA 5	N/A	30 th April 2024	1	67,200	
9	N/A		(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	104 days SFIA 5	N/A	30 th April 2024	1	98,800	
10	N/A		(REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	13 days SFIA 7	N/A	30 th April 2024	1	98,800	

11	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	52 days SFIA 5	N/A	30 th April 2024	1	18,850	
12	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	14 days SFIA 7	N/A	30 th April 2024	1	49,400	
13	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	160 days SFIA 1 10 days SFIA 3	N/A	30 th April 2024	1	20,300	
14	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	6 days SFIA 5 6 days SFIA 6	N/A	30 th April 2024	1	80,000	
15	N/A		(REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE). in accordance with the SOW at schedule 1 APPENDIX A.	4 days SFIA 5 3 days SFIA 7	N/A	30 th April 2024	1	7,500	
16	N/A		REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).					

17	N/A		REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).					
18	N/A		REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).	REDACTED FOR SECURITY PUPROSES - OFFICIAL SENSITIVE).					
19	N/A		Travel and Subsistence Limit of Liability	N/A	N/A	9 th November 2023 – 8 th May 2024		Limit of Liability 80,000	
Total Firm Price Ex VAT									£1,111,500.00
Total Inc LoL									£1,191,500.00

Appendix A to Schedule 2 - Travel and Subsistence Policy and Process

For any Travel & Subsistence (T&S), the Authority requires evidence of receipts against the submitted claim. This shall be provided to the Authority with the submission on any claim.

Profit and Overheads is not to be charged or included in Travel & Subsistence.

Travel

1. Travel by air

1.1. Principles:

- Economy class must be selected for all air travel;
- For an international flight over 4 hours, there may be exceptional cases for which Premium Economy can be approved by the project manager, including:
 - Staff required to work throughout flight;
 - On disability/medical grounds;
 - Other exceptional circumstances.
- There may be rare occasions for which international Business Class travel may be considered, by the project manager including:
 - Overnight flight requiring significant work upon arrival;
 - Schedules considered particularly arduous by the approving authority;
 - Other exceptional circumstances.

1.2. You should seek to obtain the most economical airline ticket.

2. Travel by public transport – class of travel

2.1. Principles:

- All staff will travel in Economy Class;
- Only under exceptional circumstances can the project manager, consider approving upgrades to the class of travel.

3. Travel by rail

3.1. Standard Class must be selected, unless there are exceptional circumstances, including, for example:

- On disability/medical grounds;
- If travelling single occupancy on a sleeper;
- Other exceptional circumstances approved by a Director of Resources

3.2. You should ensure that your journey is organised to achieve best value for money. If, for example, you hold a season ticket that covers part or the entire journey, it should be used.

3.3. If you travel overnight on official business you are entitled to occupy a sleeping berth.

4. Eurostar

- 4.1. Staff are to travel standard class, subject to the same principles as Air Travel. Upgrades to class of travel can be considered for approval by Directors of Resources in exceptional circumstances.

Subsistence

Subsistence covers the reimbursement of the necessary additional costs of working away from your normal place of work or home on official duty, (business travel), and is normally defined as meaning food, drink and temporary living accommodation costs. You may not claim for personal alcohol consumption under any circumstances.

1. Day subsistence

- 1.1. Day subsistence is intended to reimburse the additional cost of a necessarily purchased meal or meals and/or refreshments that would not normally have been bought had you been at your normal place of work.
- 1.2. To be eligible, you must be absent from your normal place of work or from home and have necessarily purchased prepared food or meal(s) that you would not normally have bought at your normal place of work. For example, you cannot claim if you routinely buy a sandwich for lunch and then buy a sandwich when on a business visit.
- 1.3. To qualify for reimbursement, expenses claimed must:
 - Be additional;
 - Not be excessive in terms of quantity or cost;
 - Relate directly to the business visit;
 - Constitute expenditure that would not have been incurred but for the visit;
 - Remain within ceilings
- 1.4. Alcohol consumption cannot be claimed within any element of subsistence.

Travel and Subsistence Claims Process for Contract 709155450

The Contractor shall claim for T&S on completion of the required travel following the procedure as follows:

1. The Authority will submit T&S Claim Part 1 detailing the requirement to include: reason for travel, dates, locations and number of travellers required.
2. Within no later than 10 business days (or as on a task by task basis formally agreed otherwise with the Authority) the Contractor shall provide a complete T&S Claim Part 2 confirming they are content to meet the required trip detailed in Part 1.
3. Upon completion of the trip the Contractor shall provide a firm price for the T&S by completing T&S Claim Part 3. Evidence of receipts shall be provided alongside the firm price. Firm price shall be in accordance with policy in the Order Form and rates at Table 1:

Table 1 Travel and Subsistence Cap Rates

Item	November 2023 – May 2024
Personal Vehicle Motor Mileage Allowance (up to 10,000 miles)	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Personal Vehicle Motor Mileage Allowance (over 10,000 miles)	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Hire Car Costs	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Hire Car / Company Car Mileage	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Flights and public transport	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Day subsistence (Over 10 hours)	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Evening Meal	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).
Accommodation Cap Rate per night – International	REDACTED FOR SECURITY PURPOSES - OFFICIAL SENSITIVE).

4. Within 10 business days of receipt of the T&S Claim Part 3, the Authority will, following a review, issue T&S Claim Part 4 authorising the Contractor to proceed to claim an invoice against the T&S limit of liability budget.
5. Upon receipt of payment T&S Claim Part 5 should be complete by the Contractor and returned to the Authority confirming payment of their invoice.

Travel and Subsistence (T&S) Claim Part 1

Contract Number: 709155450		T&S Claim Number:	
Date From:		Date To:	
The Authority is required to submit a description of the proposed travel including reason of travel, dates, location and number of travellers.			
Travel Requirement Description			
Required Completion date		Date Submitted	
Project Manager			
Name:		Post:	Signature:
Contact details	Email:		
	Telephone:		
Commercial Manager			
Name:		Post:	Signature:
Contact details	Email:		
	Telephone:		

Travel and Subsistence (T&S) Claim Part 2

Contract Number: 709155450		T&S Claim Number:	
Date From:		Date To:	
Travel and Subsistence Contractor Confirmation			
By signing the below Part 2 the Contractor confirms they are content to meet the requirements of travel detailed at Part 1 and shall claim Travel and Subsistence in accordance with policy and CAP Rates detailed.			
Project Manager			
Name:		Post:	Signature:
Contact details	Email: Telephone:		
Comments			

Travel and Subsistence (T&S) Claim Part 3

Contract Number: 709155450		T&S Claim Number:	
Date From:		Date To:	
The contractor is required to submit a firm price for T&S based on actuals of the complete travel following the CAP Rates of Table 1. Evidence of receipts should be provided as evidence to support the claim.			
Travel and Subsistence Firm Price			
T&S Claimant 1		Firm Price	Total
Personal Vehicle Motor Mileage Allowa (up to 10,000 miles)			
Personal Vehicle Motor Mileage Allowa (over 10,000 miles)			
Hire Car Costs			
Hire Car / Company Car Mileage			
Flights			
Public transport			
Day subsistence (Over 10 hours)			
Evening Meal			
Accommodation			
		Total	
Total Firm Price			
Name:	Post:	Signature:	
Contact details	Email: Telephone:		

Travel and Subsistence (T&S) Claim Part 4

Contract Number: 709155450		T&S Claim Number:	
Date From:		Date To:	
Travel and Subsistence Authority Approval			
Project Manager			
I certify that the costs quoted in the T&S Claim Part 3 are commensurate with the work involved. I confirm that I have reviewed the Contract Finance/Spend Forecast, and there is sufficient finance on the Contract for this task and a requisition has been raised on CP&F for the price in PART 3.			
Name:		Post:	Signature:
Contact details	Email:		
	Telephone:		
Commercial Manager			
I am content with the breakdown of submitted prices and that the task is in accordance with Contract Terms and Conditions. I have checked the requisition and raised a purchase order on CP&F.			
Name:		Post:	Signature:
Contact details	Email:		
	Telephone:		

Travel and Subsistence (T&S) Claim Part 5

Contract Number: 709155450		T&S Claim Number:	
Date From:		Date To:	
I confirm that payment has been received from the Authority for the firm price quoted.			
Travel and Subsistence Confirmation of Payment			
Name:		Post:	Signature:
Contact details	Email: Telephone:		

Schedule 3: Collaboration agreement

Not Applicable.

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following

alternative Clauses: 2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

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

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

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

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

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 • Work and Families (Northern Ireland) Order 2006

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

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

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

2.4 Equality policies and practices

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

and the Customer will be entitled to receive upon request a copy of the policy.

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

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

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

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

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

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

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

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

2.5 Equality

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

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

2.6 Health and safety

2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working

on the Customer premises in the performance of its obligations under the Call-Off Contract.

2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

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

Schedule 5: Guarantee

Not Applicable.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

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

Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

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

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

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

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or
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	defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
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Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

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

Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

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

Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
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Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

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

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

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.

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

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

Personal Data is not intended to be processed as part of this Call Off. If this occurs in future, the Buyer would notify the Supplier and parties will agree an arrangement in line with the G-Cloud provision.