



Crown Commercial Service

G-Cloud 10 Call-Off Contract

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

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Part A - Order Form

Digital Marketplace service ID number:	242994199003571
Call-Off Contract reference:	CGI_DHSC110619
Call-Off Contract title:	Fully Managed Payroll Service
Call-Off Contract description:	Fully Managed Payroll Service
Start date:	1 st July 2019
Expiry date:	1 st July 2021
Call-Off Contract value:	Volume based as described in Schedule 2
Charging method:	Monthly as incurred
Purchase order number:	To be confirmed

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

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

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

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

From: the Buyer	Department of Health & Social Care Buyer's main address: Quarry House, Leeds, United Kingdom LS2 7UE
To: the Supplier	CGI IT UK LTD Supplier's main address: 14 th Floor, 20 Fenchurch Street London, United Kingdom EC3M 3BY Company number: 947968
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Section Head, Accounts and Operations Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
For the Supplier:	Title: Director, Consulting (Delivery) Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 st July 2019 and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier thirty (30) days written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: Cloud based Fully Managed Payroll Service for approximately 1,650 employees.
Additional services:	CGI hosted iPayview
Location:	The Services will be delivered from Suppliers UK premises: CGI operates a shared service which is delivered from: Keats House, The Office Park, Springfield Drive, Leatherhead, Surrey, KT22 7LP
Quality standards:	The quality standards required for this Call-Off Contract are • ISO9001; • Supplier's Client Partnership Management Framework (CPMF) which is 509001 certified and Prince II aligned.

Technical standards:	The technical standards required for this Call-Off Contract are the Supplier's standard commercial standards.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are described in Appendix A of Schedule 1.
Onboarding:	As an existing Supplier customer, there shall be no onboarding plan for this Call-Off Contract with regards to implementation work, unless otherwise requested by the Buyer.
Offboarding:	<p>The offboarding plan for this Call-Off Contract is as follows:</p> <ul style="list-style-type: none"> • Upon notice of termination or expiry of this Call-Off Contract, Supplier shall develop an Exit Plan chargeable on a time and materials basis at Supplier's then prevailing rates. This plan shall include details and formats of the relevant data exchange between Supplier and Buyer or any Replacement Supplier. Typically, the data format will be defined by the Buyer and Supplier will provide a quotation accordingly. • The plan shall be submitted to the Buyer together with formal quotations for any additional work required to affect the transfer of Service, for acceptance and sign-off by the Buyer. Supplier shall commence work on the exit services only once this plan has been agreed between the parties. • All work undertaken in accordance with this Exit Plan, shall be chargeable to the Buyer on a time and materials basis and shall be payable monthly in advance in accordance with the quotation provided to and approved by the Buyer. • In the event the Buyer ceases to process using the Services prior to the expiry of the Agreement (other than in consequence of exercising a right to terminate under this Call-Off Contract), a termination fee shall be payable by Buyer to the Supplier for each full or part month remaining of the Term, as outlined in Schedule 2.
Collaboration agreement:	N/A
Limit on Parties' liability:	<p>In accordance with Call-Off Contract clause 24.1:</p> <p>The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier in the 12-month period immediately preceding the event(s) giving rise to the claim.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier in the 12-month period immediately preceding the event(s) giving rise to the claim.</p> <p>The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier in the 12-month period immediately preceding the event(s) giving rise to the claim.</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call Off Contract;

	<ul style="list-style-type: none"> • 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 £5,000,000 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.
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit:	The following Framework Agreement audit provisions will be incorporated under Clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits: <ul style="list-style-type: none"> • Clause 7.4 to Clause 7.13 of the Framework Agreement.
Buyer's responsibilities:	The Buyer is responsible for the responsibilities detailed in Schedule 1
Buyer's equipment:	N/A

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners: Print & Mail Services to be provided via:</p> <ul style="list-style-type: none"> • Xerox (UK) Limited Xerox (UK) Limited (trading as Global Document Services) Registered office at Bridge House, Oxford Road, Uxbridge, UB8 1HS, UK. Registered number: 330754, and • Royal Mail plc
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is Direct Debit.
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears to the invoice address stated in the Buyers Call Off Contract order form. The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to:</p> <p>Accounts Payable 6th floor, Skipton House 80 London Road London SE1 6LH United Kingdom Email: [REDACTED]</p>
Invoice information required – for example	All invoices must include the following:

purchase order, project reference:	Project reference PO number(s), if applicable
Invoice frequency:	Invoice will be sent to the Buyer monthly.
Call-Off Contract value:	Estimated Call-Off Contract value: £366,000 (excl. VAT). This includes: <ul style="list-style-type: none"> • BAU Processing: [REDACTED] • CSIP Consulting (subject to change control procedure): [REDACTED]
Call-Off Contract charges:	The breakdown of the Charges is outlined in Schedule 2, in accordance with core ePayfact 2.0 Payroll Pricing Matrix.

Additional buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, exit and service and off boarding plans and milestones:</p> <ul style="list-style-type: none"> • In accordance with Schedule 1, the Supplier shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Buyer to Service Credits calculated in accordance with the provisions of Schedule 1 Part 3. • In accordance with Schedule 1, the Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels. • In accordance to Call-Off Contract clause 6 and Schedule 1 (Part 1, 4); Supplier shall develop, review, change and maintain a BCDR Plan in respect of the Services. This shall, unless otherwise required by the Buyer in writing, be based upon ensuring continuity of the Supplier's business processes and operations in circumstances of service disruption or failure and for restoring the services through business continuity and, as necessary, disaster recovery procedures. • Supplier's Software is licenced to the Buyer in accordance with the terms in Schedule 7.
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	N/A
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A

Public Services Network (PSN):	N/A
Personal Data and Data Subjects:	Will Schedule 7 – Processing, Personal Data and Data Subjects be used : Yes

1. Formation of contract

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

2. Background to the agreement

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

Signed:	Supplier	Buyer
Name:	██████████	██████████ / ██████████
Title:	VP Consulting, HR Solutions	Procurement Category Manager
Signature:	██	██
Date:	25 JULY 2019	

Schedule 1 - Services

The Supplier shall deliver the Services and Deliverables detailed in this Schedule 1.

PART 1 - SUPPLIER SOLUTION

1. Software Platform

The Supplier will deliver the Services using the following software platform:

- ePayfact 2.0
- iPayview

2. Core Aspects

The Supplier solution shall contain the following core aspects:

Core Aspect:	Ability to provide Aspect:		
	Functionality available now:	Functionality will become available within 1 year:	Functionality not available:
Payroll related Aspects:			
[B1] Ability to produce paper payslips (and electronic versions if requested by the Buyer).	X Electronic payslips are available via the Supplier hosted internet system iPayview		
[B3] Ability to cater for Grading/band structure flexibility across Buyers.	X		
[B4] Ability to apply bulk application of changes i.e. change of location, % salary increases.	X		
[B5] Ability to split payments to different banks or building societies.	X		
[B6] Provision of reporting at different levels i.e. Cost Centres, Account Codes, Activity Codes, Expenditure Codes, Project Codes depending on Buyer requirements.	X But may require bespoke development		
[B7] Anti-fraud and validation processes– does the system provide full assurance that all employees on payroll are bona fide. Can it detect and prevent errors in inputting.		X - 99%	
[B8] Ability to offer training, test environments and parallel running prior to delivery of live payroll services.	X		

3. Methods of Access

3.1 The Supplier will deliver the software platforms on a software-as-a-service (SaaS) basis. The Supplier will host the service; provide infrastructure and application management, backups, security and disaster recovery.

3.2 The Buyer shall provide the following hardware and software:

All Buyer systems must comply with the minimum operating system requirements as issued by the ePayfact 2.0 Helpdesk from time to time.

The Supplier will host ePayfact 2.0 and iPayview. The Supplier will be responsible for business continuity and disaster recovery for the iPayview application.

4. Disaster Recovery and Business Continuity

4.1 The Supplier's high-level Disaster Recovery plan includes the following provisions:

- 4.1.1 The service will operate across two physically separate data centres to enhance resilience;
- 4.1.2 In the event of a disaster at one site the Supplier will use the resources at the second site to continue the operation of the service at 70% capacity;
- 4.1.3 The Supplier's people are trained and rehearsed in operating the plans to enable the services to be swiftly brought back into operation either in the normal location or at an alternative site;
- 4.1.4 The Recovery Time Objective (RTO) for the service is 48-hours from invocation, which is the maximum time allowed for recovery of the function or service following an interruption; and
- 4.1.5 The Recovery Point Objective (RPO) for the service is 24-hours with data being recovered from the previous working day's backup.

PART 2 – SERVICES AND DELIVERABLES

1. Introduction

- 1.1 This Part 2 details the Services and Deliverables to be delivered by the responsible party indicated within the Schedule.
- 1.2 The parties shall undertake their obligations as detailed in this Schedule 1, Part 2. In the event of any action of inaction of a party to undertake any of its obligations in accordance with this Call-Off Contract the other party shall meet its general duty to mitigate its losses.
- 1.3 The parties have agreed the Services and Deliverables as described in all of Schedule 1 form the scope of the Supplier's supply.

2. Ongoing Services

2.1 Reports

- 2.1.1 The Payroll Service includes a comprehensive standard pack of reports providing the Management Information necessary for operation and reconciliation of the payroll process. This includes:
 - All statutory reporting obligations;
 - Reports for BACS reconciliation and third party payments;

- HMRC payovers;
- Auditing;
- Pensions; and
- Standard costing reports.

2.1.2 The Supplier will update the standard report pack when it is impacted by statutory changes and provide these changes to all Buyers free of charge.

2.2 Data Retention and retrieval

2.2.1 The Supplier will retain hard copy (paper) data as working documents for up to three months and then archive it in an off-site storage facility. Such data will be stored in line with the retention periods detailed below and in accordance with the statutory obligations for the retention of data.

2.2.2 Electronic data in application systems will be retained in line with statutory guidelines and as described below.

2.2.3 All electronic/magnetic/optical media used for the storage or processing of protectively marked or otherwise sensitive information will be disposed of or sanitised in accordance with HMG IA Standard No. 5 – Secure Sanitisation of Protectively Marked or Sensitive Information.

2.2.4 Paper records will be disposed of by an approved sub-contractor and a destruction certificate is provided.

2.2.5 The data controller (Buyer) must instruct the data processor (Supplier), in writing, how they require the Supplier to handle the destruction of its personal data therefore no action will be taken without instruction from the Buyer.

2.2.6 Retention Periods:

2.2.6.1 The retention periods for certain records have a statutory basis and are minimum periods to satisfy the appropriate legislation. These will be the periods of retention the Supplier will adhere to for these data items.

2.2.6.2 For data which has no current statutory measure in place, the Supplier will use the CIPD recommended document retention periods.

2.2.7 To retrieve data once it has been archived to offsite storage, the Buyer will request in writing details of the data required and, on receipt of this formal request, the Supplier will arrange for its retrieval and onward despatch to the Buyer. Associated charges that the Buyer may be charged for the preparation and return of old/ archived information will be discussed at the time of the request and are generally limited to transportation and data handling charges, based on volumes. A minimum of 72 hours' notice is required for the retrieval of archived data.

2.2.8 System backup tapes will be stored in a format suitable for access only via the appropriate application system. Freestanding data will be available directly to the Buyer as is, for example, scanned or paper data.

2.2.9 The Supplier will provide a summary of all archived data and the format in which electronic data will be supplied will be agreed during exit planning. The Supplier will then provide an

estimate for its supply in the required format to the Buyer and once approved return this data to the Buyer in the agreed formats.

- 2.2.10 The Buyer must confirm details of all data which is required to be returned and whether any data is to be confidentially destroyed. Any corresponding charges incurred will be borne by the Buyer.

2.3 Helpdesk Services and System Availability

- 2.3.1 The Supplier will provide a single point Help Desk for all technical, system and infrastructure related queries where calls are logged, assigned and referred to 2nd and 3rd level support as required.

- 2.3.2 The Help Desk will be available for Payroll queries and issue resolution between the hours of 08.00 and 18.00 Monday to Friday excluding public holidays in England and Wales ("Helpdesk Core Hours").

- 2.3.3 Supplier's Help Desk will provide the following Services to Buyer's Payroll designated 'super-users':

- 2.3.3.1 A single point of contact;
- 2.3.3.2 First point of call resolution where possible;
- 2.3.3.3 Call logging and monitoring;
- 2.3.3.4 Liaison with second and third line support as appropriate;
- 2.3.3.5 The supply of functional support on Payroll solution covering 'how to' questions;
- 2.3.3.6 Provision of technical troubleshooting on issues within software;
- 2.3.3.7 Password resets where not already automated within the software; and
- 2.3.3.8 Undertaking small change activity subject to the appropriate change control procedure.

- 2.3.4 The Supplier's Technical Support team will provide the following Services:

- 2.3.4.1 Technical troubleshooting on issues with connectivity;
- 2.3.4.2 Database administration;
- 2.3.4.3 Software upgrades;
- 2.3.4.4 Performance monitoring; and
- 2.3.4.5 Capacity planning.

- 2.3.5 The Buyer can access the Help Desk via the following methods:

- 2.3.5.1 Telephone via a dedicated number;
- 2.3.5.2 Email to a dedicated account;
- 2.3.5.3 Help Desk Portal; and
- 2.3.5.4 Fax.

- 2.3.6 The Supplier continually reviews its services and access methods. As new means of access are introduced these will be made available to Buyers.

- 2.3.7 The payroll service is accessible at all times other than when planned outages have been agreed and notified. Service Levels apply to the period between 0800 to 1800 Monday to Friday excluding Public holidays in England and Wales ("System Core Hours").

- 2.3.8 The standard Help Desk offers a service level of 100% availability during Helpdesk Core

Hours.

- 2.3.9 The Payroll System availability is at least 97% during System Core Hours.
- 2.3.10 The Supplier will routinely undertake planned maintenance outside of System Core Hours and wherever possible will give 30 days prior written notice. Typically the Supplier will upgrade the software every six months which will entail a period of planned maintenance during System Core Hours, or outside of these hours if agreed, having given three months prior written notice.
- 2.3.11 The Supplier's Help Desk will notify all Buyers of any application maintenance that will affect the availability of the Service. The following core principles will apply to the scheduling of application maintenance:
- 2.3.12 Every effort will be made to apply patches and upgrades between 19.00 and 07.00 Monday to Friday or during weekends;
- 2.3.13 Planned maintenance is scheduled to take into account time-critical periods in peak processing for the services delivered (e.g. payroll); and
- 2.3.14 The hosted Services are a shared service solution and as a result the Supplier will be responsible for scheduling maintenance in line with the above guidelines.
- 2.3.15 The Supplier's Help Desk will notify Buyers of any steps that they need to take pre or post upgrade. The actions required by the Buyer will vary depending on the platform and service type chosen.
- 2.3.16 The Supplier's Help Desk will notify the designated support contact for the Buyer in writing via e-mail of any scheduled downtime at least twenty working days prior to the outage. For emergency downtime, 24-hours' notice will be provided where possible, but the Supplier will at all times focus on the need to provide a secure fully functional service and therefore may need to reduce the notice period in an emergency situation.
- 2.3.17 Unplanned outages can occur which will affect availability.
- 2.3.18 Where the Supplier is responsible for hosting, it will be responsible for availability of the System up to the boundary of the Supplier's connection with GSi, leased line or the Internet. In the event of a failure in the Buyer's IT infrastructure, any third party system or connection failure the Buyer will experience a loss of connectivity to the Supplier system, even though the Supplier system will still be available.

2.4 Service Reviews

- 2.4.1 Service review meetings will be held quarterly unless varied by mutual agreement. The agenda for the meeting will include:
- Review of last meetings minutes and actions;
 - Review of service in the period, contracted KPIs and an informal, more subjective view also. This section will also include, as necessary, a review of open issues logged via

- the Help Desk including a copy of the Help Desk log;
- A service planning section to ensure any unusual or particular events are catered for in advance (typically these may be pay awards, organisational or cost code structure changes, bulk transfers for example);
- A review of authorised signatories to ensure that the Supplier's record is up to date and representatives are still appropriate for their authority levels; and
- Any other business.

2.4.2 The Supplier Account Manager will attend service review meetings together with appropriate representatives from the service teams, usually the named contact but, depending on the venue and topics for discussion, will also include the Service Delivery Manager and/ or representatives from the Help Desk and Support teams.

2.4.3 The Buyer will endeavour to ensure attendance from appropriate Buyer representatives with those responsible for the Call-Off Contract, day-to-day service and if appropriate the HR/ Finance Director.

2.4.4 The venue for the Service Review Meetings will alternate between Supplier and Buyer sites. Teleconference meetings will be used by mutual agreement as an alternative.

2.4.5 The process for recording and dealing with outputs from service review meetings will be as follows:

- The Supplier Account Manager (unless the Buyer wishes to do so) will produce minutes of the meeting, including any telephone conference meetings;
- A list of agreed actions and an issues log/ register will be produced to record all issues. The Supplier will use an issue management system on the Help Desk as the primary source for recording issues and reviewing open items to ensure a single up to date version;
- All issues will be tracked at each Service Review to ensure their action to closure; and
- Outcomes and progress will be recorded in the minutes and associated actions taken to communicate to the team as appropriate.

2.5 Buyer Satisfaction

2.5.1 The Supplier's service teams monitor service routinely and measure against the contracted KPIs producing a report for Buyers to verify performance on a monthly basis.

2.5.2 Every quarter, or as agreed, a review against the contracted KPIs will take place at the Service Review meetings and the Supplier will informally seek the Buyer's subjective view of the Service. Items raised during these meetings will be minuted and tracked to ensure they are resolved to the Buyer's satisfaction.

2.5.3 The Buyer will be invited to participate in the annual online satisfaction survey.

3. Obligations

3.1 Each party shall deliver its obligations as detailed in the following table:

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
1. Recruitment / Resourcing			
Employee referrals			
Administer Employee referral process and 'Recruitment Bounty'	Supplier	Recruitment	Where a payroll only service is provided this refers solely to the payment of a sum determined and provided by the HR department. For a semi-managed service the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
2. On Boarding / Starters Process (All processing includes pro-rating for part-time staff)			
Benefits administration		On Boarding / Starters	
Non-starter process	Supplier	On Boarding / Starters	
Input & check "Transfer In" employees from other Central Government payrolls within the Consortium, including absence data	Supplier		
Input & check "Transfer In" employees from other Central Government payrolls outside the Consortium, including absence data	Supplier		
Import payroll data for starters from other payroll systems and standard HR/Personnel systems in an agreed format	Supplier		
Reactivate data for re-hires	Supplier		
Set up new starter	Supplier		
Allocate payroll number	Buyer		
Check each starter's P45, P38(s) or P46 to ensure it is valid	Supplier		
Take appropriate action if P45, P38(s) or P46 not valid	Supplier		
Report to Buyer if NI number missing	Supplier		
Check validity of CF 383, CF 384 & CA2700 certificates where appropriate and hold on file	Supplier		
Check validity of pension form	Buyer		
Ensure bank details supplied	Buyer		

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Enter & check all data supplied by Buyer for new starters e.g. salary and allowance, contractual hours, grade, employee eligibility status, bank details etc.	Supplier		
Action any mid-month pay advances	Supplier		
Calculate, pro-rate and check 1 st period pay in accordance with join date and terms & conditions	Supplier		
Recovery of any mid-month advance	Supplier		
Send P45 and P46 details to the HMRC once payroll has been processed via EDI	Supplier		This requirement is met by the System
Report to Buyer if P45 or P46 outstanding	Supplier		
Process EDI	Supplier		
Submission and retrieval of EDI data to/from HMRC	Supplier		This requirement is met by the System
Probation			
Invoke leaver process if probation failed	Supplier	On Boarding / Starters	
3. Secondments (All processing includes pro-rating for part-time staff)			
Secondments - incoming			
Review secondment information and confirm start date and terms of secondment	Supplier	On Boarding / Starters	This requirement is a HR responsibility and not a payroll responsibility but there will be some payroll interaction for payment of salary/allowances
Amend employee record and payroll details to reflect secondment arrangements	Supplier		
Upon receipt of signed secondment agreement invoke OGA transfer in process	Supplier	On Boarding / Starters	
Secondments - outgoing			
Upon receipt of signed secondment agreement invoke OGA transfer-out process	Supplier	On Boarding / Starters	
4. Process Absences - Annual Leave (All processing includes pro-rating for part-time staff)			

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Calculate entitlement to Annual Leave for various categories of staff	Supplier	Absence Management	The price for this service for payroll is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Calculate any unpaid annual leave adjustments	Supplier	Absence Management	The price for this service for payroll is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Calculate adjustments for untaken annual leave	Supplier	Absence Management	The price for this service for payroll is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
5. Process Absences - Sickness (All processing includes pro-rating for part-time staff)			
Hold 3 working patterns at employee level (SSP, OSP and Work)	Supplier	Absence Management	This requirement is met for Managed Payroll by providing qualifying days for both SSP and OSP
Ability to assign different sick rules to different jobs	Supplier	Absence Management	This requirement is met by the System
Import absence record from HR system, spreadsheets or other system in agreed format	Supplier		
Input & check absence record from form	Supplier	Absence Management	
Record start date of sickness absence	Supplier	Absence Management	
Record reason for sickness absence	Supplier	Absence Management	
Record end date of sickness absence	Supplier	Absence Management	
Define entitlement to Civil Service Sick Leave Entitlement for all types of employee, such as permanent, casual, temporary, fixed term etc.	Buyer		
Calculate Civil Service Sick Pay	Supplier		This requirement is met by the System for Fully Managed Payroll
Define entitlement to other OSP Sick Leave Entitlement for all types of employee, such as permanent, casual, temporary, fixed term etc.	Buyer		

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Calculate other occupational sick pay	Supplier		This requirement is met by the System for Fully Managed Payroll
Calculate end dates impending of half pay and no pay both current and retrospective	Supplier		This requirement is met by the System for Fully Managed Payroll
Print warning reports for impending half pay and no pay both current and retrospective	Supplier		
Amend sickness absence dates on request	Supplier		
Recalculate amended sickness absence based on sick pay rules	Supplier		
Input absence out of chronological sequence & system recalculate Civil Service Sick Pay or other OSP Pay	Supplier		
Delete previously entered absence & system recalculate Civil Service Sick Pay or other OSP Pay	Supplier		
Produce adjustments for Penserver interface	Supplier		This requirement is met by the System
Produce adjustments for payroll costs (General Ledger)	Supplier		This requirement is met by the System
Obtain self-certification or medical certificate where appropriate	Buyer		
Chase missing self-certification or medical certificate	Buyer		
Monitor entitlement to Statutory Sick Pay, according to current legislation	Supplier		This requirement is met by the System
Check earnings over previous 8 weeks	Supplier		Clarified as solely a Payroll function, not HR and the functionality is met by the System
Check maximum SSP payment period not exceeded (28 weeks)	Supplier		Clarified as solely a Payroll function, not HR and the functionality is met by the System
Check qualifying days	Supplier		Clarified as solely a Payroll function, not HR and the functionality is met by the System
Check linked PIW	Supplier		Clarified as solely a Payroll function, not HR and the functionality is met by the

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
			System
Calculate Statutory Sick Pay	Supplier		Clarified as solely a Payroll function, not HR and the functionality is met by the System
Complete SSP1 Form if employee not eligible for SSP	Supplier		
Forward SSP1 Form and certificate to employee	Buyer		
Supply information for industrial injury claims	Supplier		
Supply information for personal injury claims	Supplier		
Produce annual Civil Service sick absence statistics	Supplier		The price for this service for payroll is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Confirm holiday entitlement on return from long-term absence	Buyer		
Process sick pay at pension rate payments	Supplier		
Update extension of sick absence beyond the prescribed maxima	Supplier		
Pro-rate sickness entitlement for part-time employees according to days worked	Supplier		
Action any relevant pay level changes	Supplier		
6. Process Absences – Maternity, Adoption, Paternity and Parental Leave (All processing includes pro-rating for part-time staff)			
Receive and check MATB1, SC3, SC4, Matching Certificate or equivalent form	Supplier	Absence Management	
Return MATB1, SC3, SC4, Matching Certificate or equivalent form if form incomplete	Supplier	Absence Management	
Monitor entitlement to Civil Service Maternity/Adoption/Paternity Pay	Supplier	Absence Management	
Input maternity EWC date, Paternity leave start date, Adoption placement date and match notification date	Supplier	Absence Management	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Calculate Civil Service Maternity, Adoption or Paternity Pay schemes	Supplier		This requirement is met by the System
Amend maternity EWC date, Paternity leave start date, Adoption placement date and match notification date	Supplier	Absence Management	
Recalculate Civil Service Maternity/Adoption/Paternity Pay and SMP/SAP/SPP	Supplier		This requirement is met by the System
Monitor eligibility to Statutory Maternity/Adoption/Paternity pay	Supplier		
Complete form SMP1 if employee not eligible to Statutory Maternity Pay	Supplier		
Forward SMP1 if employee not eligible to Statutory Maternity Pay to employee	Buyer		
Calculate Statutory Maternity/Paternity & Adoption Pay according to current legislation	Supplier		This requirement is met by the System
Check maximum payment of SMP/SAP & SPP are in line with current legislation	Supplier		This requirement is met by the System
Check earnings in set period for higher-rate Statutory Maternity Pay	Supplier		This requirement is met by the System
Input return date and terms for maternity, paternity, parental and adoption returner	Supplier	Absence Management	

7. Process Absences - General (All processing includes pro-rating for part-time staff - ½ days and hours)

Hold working patterns at employee level to determine working days	Supplier	Absence Management	This requirement is met by providing qualifying days for both SSP and OSP
Import employee absence data from HR system, spreadsheets or other systems HR in agreed format	Supplier		
Process absence data completed on line by employee via employee self service)	Supplier		
Input absence record from form	Supplier	Absence Management	
Record start date of absence	Supplier	Absence Management	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Record reason for absence	Supplier	Absence Management	
Record end date of absence	Supplier	Absence Management	
Define entitlement to pay	Buyer		
Calculate pay or no pay	Supplier		This requirement is met by the System
Produce absence warning reports, as and when required	Supplier	Absence Management	
Amend absence dates	Supplier	Absence Management	
Recalculate pay/no pay	Supplier	Absence Management	This requirement is met by the System
Input absence out of chronological order	Supplier	Absence Management	
Recalculate pay/no pay for absence input out of chronological order	Supplier	Absence Management	This requirement is met by the System
Delete previously-entered absence	Supplier	Absence Management	
Recalculate pay/no pay for previously entered absence	Supplier	Absence Management	This requirement is met by the System
Distinguish between reckonable and non-reckonable absences	Supplier		This requirement is met by the System based on absence types being set up
Provide information for Pension provider	Supplier		This requirement is met by the System
Produce adjustments for Penserver interface	Supplier		This requirement is met by the System
Produce adjustments for payroll costs (General Ledger)	Supplier		This requirement is met by the System
8. 'Process Absence - Career Beak / Long-term Special leave			
Input absence record from form	Supplier	Absence Management	
Record start date of absence	Supplier	Absence Management	
Record reason for absence	Supplier	Absence Management	
Define entitlement to pay	Buyer		This requirement is met by the agreement that this is a Buyer responsibility for all service styles
Calculate pay or no pay	Supplier		This requirement is met by the agreement that this is a Supplier's responsibility for

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
			all service styles and that the System provides the functionality
Print and produce absence warning reports	Supplier	Absence Management	
Amend absence dates	Supplier	Absence Management	
Recalculate pay/no pay	Supplier	Absence Management	This requirement is met by the System
Input absence out of chronological order	Supplier	Absence Management	
Recalculate pay/no pay for absence input out of chronological order	Supplier	Absence Management	This requirement is met by the System
Delete previously-entered absence, & recalculate pay/no pay	Supplier	Absence Management	
Distinguish between reckonable and non-reckonable absences	Supplier		This requirement is met by the System based on absence types being set up
Produce adjustments for Penserver interface	Supplier		This requirement is met by the System
Produce adjustments for payroll costs (General Ledger)	Supplier		This requirement is met by the System
On return enter / update terms of new role	Supplier	Absence Management	
On return, record end date for absence	Supplier	Absence Management	
9. Process HR & Payroll data from Buyer			
Receive electronic HR and payroll employee data from Buyer in agreed format	Supplier		
Receive paper HR and payroll employee data from Buyer	Supplier	Workforce Administration	
Initiate import facility for data supplied on electronic file	Supplier		
Key in data supplied on paper	Supplier	Workforce Administration	
System validates data online	Supplier	Workforce Administration	This requirement is met by the System
Report anomalies and data rejected by a validation process to the Buyer	Supplier	Workforce Administration	
Check all data entered	Supplier	Workforce Administration	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Discuss/review queries, anomalies and data rejected by the validation process with the Buyer	Supplier	Workforce Administration	
Amend rejected data where appropriate	Supplier	Workforce Administration	
Enter validated changes to the database by individual, group or all employees	Supplier	Workforce Administration	
Update working patterns where necessary	Supplier	Workforce Administration	
10. Process statutory transactions (Includes HMRC, Contributions Agency, Courts, Office for National Statistics and Student Loan Office)			
Receive and process valid P45, P46, P38(s)	Supplier		
Validate previous taxable pay and tax paid to date figures	Supplier		This requirement is met by the System
Report any anomalies on taxable pay and tax paid to date figures to HMRC	Supplier		
Clarify any anomalies with HMRC and upon formal notification from them, amend tax code via EDI	Supplier		
Receive and process court orders	Supplier		
Check current employee, execution date, protected earnings and administration charge on court orders	Supplier		
Produce warning message if court order cannot be taken	Supplier		This requirement is met by the System
Advise courts that court order not deducted	Supplier		
Send payments to courts	Supplier		
Receive Student Loan notification from HARK (SL1 and SL2) via EDI	Supplier		This requirement is met by the System
Check if current employee and start/stop date via EDI	Supplier		This requirement is met by the System
Deduct student loan or cease student loan via EDI	Supplier		This requirement is met by the System
Action EDI Process	Supplier		This requirement is met by the System
Receive & process valid age exception and certificate of election cards	Supplier		

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Age exception and certificate of election cards returned to employee on leaving if held	Supplier		
Produce annual report for Certificate of election to Buyer for confirmation that right still exists	Supplier		This requirement is met by the System
Amend reduce liability NI table letter dependant on response from Buyer to annual report	Supplier		
Receive & process valid CA2700 NI deferment forms	Supplier		
Apply standard NI table letter contributions in April each year for employees that have not supplied a new CA2700 form for the current tax year	Supplier		
Complete and despatch CA1424 monthly to NI contributions agency	Supplier		
Complete and despatch CA1421 when required to NI contributions agency	Supplier		
11. Process payroll data from third parties (e.g. voluntary deductions etc.)			
Receive electronic data from third party in agreed format	Buyer		
Receive paper data from third party	Buyer		
Initiate import process for third party data supplied by Buyer via electronic file	Supplier		
Input third-party data supplied by Buyer on paper	Supplier		
Validate data online	Supplier		
Report successful transactions and data rejected by the validation process	Supplier		
Discuss/review queries, anomalies and data rejected by the validation process with the Buyer	Supplier		
Amend rejected data where appropriate	Supplier		
Make validated changes to the payroll database by individual, group or all employees	Supplier	Workforce Administration	
12. Process pay awards, salary changes, promotions and pension increases (All processing includes pro-rating for part-time staff)			

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Initiate the import of new allowances and contractual payments from HR system, spreadsheets or other systems in agreed format	Supplier		
Input new salary for an employee, group of employees or all employees	Supplier	Workforce Administration	
Input new spine points	Supplier	Workforce Administration	
Implement new spine points	Supplier		
Calculate pay for new spine points including arrears	Supplier		This requirement is met by the System
Input new grade ranges	Supplier	Workforce Administration	
Implement new grade ranges	Supplier		This requirement is met by the System
Calculate pay for new grade ranges including arrears	Supplier		This requirement is met by the System
Input incremental/progression uplifts with Buyer ability to suppress	Supplier	Workforce Administration	
Report of increments due prior to processing	Supplier		This requirement is met by the System
Implement incremental / progression uplifts	Supplier		
Calculate pay for incremental / progression uplifts including arrears	Supplier		
Input grade change/promotion for employee	Supplier	Workforce Administration	
Allocate appropriate allowances for new grade and deselect allowances that apply to old grade from data supplied	Supplier	Workforce Administration	
Input future-dated pay awards/changes/promotions	Supplier	Workforce Administration	
Process above in appropriate pay period	Supplier		This requirement is met by the System
Process pay awards for an individual, a group of employees or all employees (after pay award data input)	Supplier		
Report if new salary decreased, outside grade range or above/below pre-set limits	Supplier	Workforce Administration	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Validate new salary with Buyer if salary decreased, outside range or above/below pre-set limits	Supplier	Workforce Administration	
Amend new salary where appropriate	Supplier	Workforce Administration	
Process backdated pay awards and report details to Buyer - after data input	Supplier		This requirement is met by the System
Re-assess new salary and calculate arrears of pay - after data input	Supplier		This requirement is met by the System
Re-assess allowances and calculate arrears of pay - after data input	Supplier		This requirement is met by the System
Re-assess overtime and other timesheet data and calculate arrears of pay	Supplier		This requirement is met by the System
Re-assess absence history and calculate arrears of pay	Supplier		This requirement is met by the System
Process backdated pay awards for leavers	Supplier		This requirement is met by the System
Validate backdated pay awards for leavers on-line	Buyer	Workforce Administration	
Input and check pay data for fee-paid employees	Supplier	Workforce Administration	
Revise grade range salary if required	Supplier	Workforce Administration	
13. Process allowances and contractual payments (All processing includes pro-rating for part-time staff)			
Initiate Import process for new allowances and contractual payments from HR system, spreadsheets or other systems in agreed format	Supplier		
Input new allowance values	Supplier	Workforce Administration	
Implement new allowance values	Supplier	Workforce Administration	
Calculate new allowances including arrears	Supplier		This requirement is met by the System
Input new contractual payment values	Supplier	Workforce Administration	
Implement new contractual payment values	Supplier	Workforce Administration	This requirement is met by the System
Calculate new contractual values including arrears	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Input future-dated allowance and contractual payment values	Supplier	Workforce Administration	
Process above in appropriate pay period	Supplier		This requirement is met by the System
The system to accept unlimited number of changes per employee per pay period and calculate pay including arrears	Supplier		This requirement is met by the System
Process new allowance and contractual payment values for an employee, a group of employees or all employees	Supplier		
Report if new allowance or contractual payment value decreased, outside range or above/below pre-set limits	Supplier		
Validate new allowance or contractual payment value if pay is decreased, outside range or above/below pre-set limits	Supplier	Workforce Administration	
Amend new allowance or contractual payment value where appropriate	Supplier	Workforce Administration	
Process backdated changes and supply information on-line for checking.	Supplier		This requirement is met by the System
Re-assess allowances and calculate arrears of pay	Supplier		This requirement is met by the System
Re-assess contractual payments and calculate arrears of pay	Supplier		This requirement is met by the System
Re-assess absence history and calculate arrears of pay	Supplier		This requirement is met by the System
Overwrite grade range allowance if required	Supplier	Workforce Administration	
Check all backdated and re-assessed allowance values	Supplier	Workforce Administration	
Process Compensatory Grant for starters and/or leavers, excluding NI	Supplier		
14. Process temporary payments (Includes overtime, travel time, expenses)			
Initiate import process for absence record from HR system, spreadsheets or other system in agreed format	Supplier		

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Calculate timesheet, travel time and expenses data completed online by employee via employee self service	Supplier		
Input temporary data from timesheet, travel time and expenses forms (hours or amount)	Supplier	Workforce Administration	
Check necessary authorisation for timesheet, travel time and expenses forms	Buyer	Workforce Administration	
Split allocation of time and/or amount to various cost centres/account code(s)/job code(s)	Supplier	Workforce Administration	
Allow multiple entries of data per employee	Supplier	Workforce Administration	
Input amendment and/or deletion of timesheet records prior to payroll close down	Supplier	Workforce Administration	
Allow the ability to limit overtime entry to eligible employees only by parameter	Supplier	Workforce Administration	This requirement is met by the System
Report if overtime exceeds predetermined levels for hours/value - Buyer to provide parameters supplier to supply report	Buyer/Supplier	Workforce Administration	This requirement is met by the System
Validate overtime entries that exceed predetermined levels for hours/value	Supplier	Workforce Administration	
Retain and calculate overtime by specific rates and/or cap overtime rates where appropriate	Supplier		
Calculate overtime payments in accordance with pay rules parameters	Supplier		This requirement is met by the System
Calculate travel time payments in accordance with pay rules parameter	Supplier		This requirement is met by the System
Permit breakdown of expense types, e.g. subsistence, accommodation and ability to calculate VAT-able and non VAT-able items	Supplier		
Check temporary data input from timesheet, travel time and expenses forms (hours or amount) for any rejections or keying errors	Supplier	Workforce Administration	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
15. Process advances (Includes Mid-month, Holiday, Xmas)			
Receive authorised advance request.	Supplier	Workforce Administration	
Check advance request meets pay rules (as provided)	Supplier	Workforce Administration	
Calculate amount of mid-month advance for starters based on pay rules (as provided)	Supplier	Workforce Administration	
Input amount of advance	Supplier	Workforce Administration	
Generate and process BACS transaction for Advance payment	Supplier		
System to permit automatic recovery advance from gross/net pay in appropriate pay period	Supplier		This requirement is met by the System
Produce adjustments for payroll costs (General Ledger) if required	Supplier		This requirement is met by the System
16. Process loans (Includes Bicycle, Car Park and Season Tickets)			
Receive authorised loan request form	Supplier	Workforce Administration	
Check loan request meets pay rules (as provided)	Supplier	Workforce Administration	
Input loan advance in next available processing period	Supplier	Workforce Administration	
Input balance of loan and period deduction in line with requested start and end date on form	Supplier	Workforce Administration	
System to permit recovery of loan on period-by-period basis	Supplier	Workforce Administration	This requirement is met by the System
Report outstanding balance of loan when employee leaves	Supplier	Workforce Administration	This requirement is met by the System
17. Process Payroll Calculations in accordance with specified rules			
Enable calculations to be overridden by the Buyer (with appropriate authority level)	Supplier		
Apply all pre-dated and current dated transactions	Supplier		This requirement is met by the System
Calculate all arrears of pay including salary, allowances, contractual payments, overtime, pension contributions, sick pay etc.	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Enable all payments and deductions to be allocated to more than one employment contract per employee	Supplier		This requirement is met by the System
Calculate "Marked Time" payments	Supplier		This requirement is met by the System
Calculate reserved rights payments (protected salary)	Supplier		
Pro rate gross payments for part-time staff according to the number of hours for the pay group or the employee	Supplier		This requirement is met by the System
Calculate overtime, travel time payments according to Buyer pay rules and hours worked by the employee	Supplier		This requirement is met by the System
Calculate Local Government Sick Pay and Maternity Pay	Supplier		This requirement is met by the System
Calculate Civil Service Sick Pay and Maternity Pay	Supplier		This requirement is met by the System
Calculate Statutory Sick Pay	Supplier		This requirement is met by the System
Calculate SMP SAP & SPP	Supplier		This requirement is met by the System
Produce pay revision & overtime re-assessment reports for checking	Supplier		
Produce audit reports for checking	Supplier		
Produce error reports for checking	Supplier		
Provide on-line messaging facility on employees payslip	Supplier		This requirement is met by the System
Provide facility for preview/trial payroll runs	Supplier		The price for this service for payroll is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Provide facility to process expense payments (see separate specification)	Supplier		Confirmed no separate specification supplied this was a typographical error
18. Process statutory and voluntary deduction			
Calculate PAYE according to current legislation	Supplier		This requirement is met by the System
Calculate NI according to current legislation	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Calculate court order deductions in accordance with court instructions and current legislation	Supplier		This requirement is met by the System
Calculate student loan deductions in accordance with notification and current legislation	Supplier		This requirement is met by the System
Calculate Give-As-You-Earn contributions accordingly to employee instructions and current legislation	Supplier		This requirement is met by the System
Calculate pension contributions	Supplier		This requirement is met by the System
Input voluntary deductions according to pay rules and employee notification - once details are supplied by Buyer	Supplier	Workforce Administration	
Process voluntary deductions according to Buyer's rules and employee notification - once details have been input	Supplier		This requirement is met by the System
Enter Recovery for gross and net overpayments from previous pay periods - once details have been agreed	Supplier	Workforce Administration	
Process recovery gross and net overpayments from previous pay periods - once details have been entered	Supplier		This requirement is met by the System
Enter salary-sacrifice deductions based on legislative rules & according to Buyer's rules and employee notifications	Supplier	Workforce Administration	
Process salary-sacrifice deductions based on legislative rules & according to Buyer's rules and employee notifications	Supplier		This requirement is met by the System
Enter deduction values based on percentage deductions - once details are supplied by Buyer	Supplier	Workforce Administration	
Calculate deduction values based on percentage deductions - once details are supplied by Buyer	Supplier		This requirement is met by the System
System to permit capped voluntary deductions at specified values	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
System to permit negative payment report as a deduction	Supplier		Confirmation that negative deductions are required to be shown
Input banded deductions	Supplier	Workforce Administration	
Calculate banded deductions - take deductions based on the salary band that an employee falls into - once details are supplied by Buyer	Supplier		This requirement is met by the System
Enter addition, suspensions or deletions to deductions	Supplier	Workforce Administration	
System to permit the facility to add, suspend or delete deductions	Supplier		This requirement is met by the System
System to calculate deduction arrears where required	Supplier		This requirement is met by the System
Input standard amount deductions	Supplier	Workforce Administration	
Process & Calculate standard amount deductions - once details have been entered	Supplier		
19. Process pension, AVC, added years and Widows Pension Scheme ("WPS") Update (Includes insert, amend and delete)			
Enter appropriate pension-scheme membership details - once details are supplied	Supplier	Workforce Administration	
Update appropriate pension-scheme membership details - once details are entered	Supplier		This requirement is met by the System
Ability to have separate pension rules for different jobs	Supplier		The requirement is met by the agreement that for all payroll services the column should read Supplier and met by the System.
Update Pension Banding table as required	Supplier		
Calculate Pensionable pay and appropriate banding and apply as appropriate	Supplier		This requirement is met by the System
Check eligibility to join PCSPS scheme based on pay rules	Supplier	Workforce Administration	
Calculate pension contributions in accordance with PCSPS rules	Supplier		This requirement is met by the System
Pro-rate pension contributions for starters and leavers	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Process backdated joining of pension scheme and ensure NICS are adjusted in accordance with Legislation	Supplier		This requirement is met by the System
Enter added years contributions - once details are supplied	Supplier	Workforce Administration	
Calculate added years contributions - once percentage or cash values are supplied by Buyer	Supplier		This requirement is met by the System
Calculate Additional Pension contributions - once percentage or cash values are supplied by Buyer	Supplier		This requirement is met by the System
Calculate WPS / Premium & Nuvos contributions	Supplier		
Enter AVC membership details and rates - once details are supplied	Supplier	Workforce Administration	
Update AVC membership details and rates - once details are entered	Supplier		This requirement is met by the System
Calculate AVC contributions, both percentage and monetary values - once details are entered	Supplier		This requirement is met by the System
Enter stakeholder membership details - once details are supplied	Supplier	Workforce Administration	
Update stakeholder membership details - once details are entered	Supplier		This requirement is met by the System
Calculate stakeholder contributions	Supplier		
Produce electronic interface to PenServer	Supplier		
Calculate pension contributions in accordance with Partnership pension rules	Supplier		
Unscramble pension contributions in relation to the opt out ruling	Supplier		
File Partnership & AVC scheme details on line	Supplier		
Produce monthly pension reconciliations	Supplier		
Produce monthly ASLC breakdown report and dispatch to Cabinet Office	Supplier		
Action Employers' Pension Notices - once details are supplied	Supplier		

20. Calculate Net Pay

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Ability to have multiple payrolls and/or split payrolls into specific groups	Supplier		This requirement is met by the System
Calculate gross to net payments	Supplier		This requirement is met by the System
Split employee net pay between more than one bank/building society account	Supplier		This requirement is met by the System
Produce report of employee exceptions e.g. zero or negative net pay, tax rebates, BACS rejections etc.	Supplier		This requirement is met by the System
Produce BACS Schedule report by employee	Supplier		This requirement is met by the System
Produce Cheque/Cash listing by employee	Supplier		This requirement is met by the System
Produce payment/deduction & employers cost report by employee and sub-totals	Supplier		This requirement is met by the System
Produce payment/deduction & employers cost total summary report	Supplier		This requirement is met by the System
Produce HMRC payment-over report	Supplier		This requirement is met by the System
Produce pension report detailing employee & employers contribution by scheme by employee	Supplier		This requirement is met by the System
21. Payroll Output			
Select and produce reports required, sequence, sub-totalling output media and number of copies	Supplier		
Produce payslip for each employee detailing all payments and deductions and cumulative figures to date in agreed format and including Buyer logo if required	Supplier		This requirement is met by the System
Despatch payslips to nominated locations or employee home address – as instructed by Buyer	Supplier		Both electronic and hard copy options are available, however it is the Buyer's choice as to which method is adopted Provision of hard copy payslips should be the default. The price for electronic payslips is

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
			provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Ability to produce electronic payslips	Supplier		This requirement is met by the System
Produce BACS transaction file of employee net payments and transmit to BACS for processing	Supplier		This requirement is met by the System
Produce standard reports as requested by Buyer	Supplier		
Produce standard front end reports as required by Buyer, such as New Earnings Survey returns for DfES	Supplier		Confirmed that the ASHE report replaces the NES report
Despatch pension interface (PenServer)	Supplier		
Despatch General Ledger interface to Buyer	Supplier		
Despatch HR interface to Buyer	Supplier		
Despatch all payroll reports to Buyer either hard copy or electronic	Supplier		Both electronic and hard copy options are available, however it is the Buyer's choice as to which method is adopted Provision of hard copy reports should be the default. The service caters for the reports to be provided in one agreed format (electronic or hard copy) if more than one format is required additional price will be payable in addition to the base service price
Ability to produce reports via "on line" reporting tool.	Supplier		This requirement is met by the System
Ability to envelope employee payslips before dispatch	Supplier		The price for this service for payroll is provided in "Other Payroll Costs" and will be payable in addition to the base service price.

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Despatch leavers P45s to employee's home address	Supplier		
Despatch electronic 3rd party reports to specified contacts	Supplier		
Despatch monthly BACS reconciliation to Buyer	Supplier		
Reconcile BACS report	Supplier		
Despatch CA1424 to Contributions Agency	Supplier		
Despatch CA1421 to Contributions Agency (where applicable)	Supplier		
Despatch monthly ASLC breakdown to Cabinet Office	Supplier		
Despatch monthly KPI reporting statistics to Buyer	Supplier		
Provide information for LGPS, PPS and NPPS returns	Supplier		The price for this service for all payroll services is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
22a. Payroll pre Validation and Reconciliation			
Complete monthly reconciliation of payroll	Supplier		
Check "Data Accepted" report for rejections	Supplier	Workforce Administration	
Check timesheet report for duplicate entries/rejections	Supplier	Workforce Administration	
Check for rejections and that all permanent data entered corresponds to the new value held	Supplier	Workforce Administration	
Check & justify all rejections and warning messages on processing report	Supplier	Workforce Administration	
Employees without NI numbers are highlighted to the Buyer / HMRC	Supplier	Workforce Administration	
Review and check any gross and net pay values outside of pre-set limits	Supplier	Workforce Administration	
Ability to re run payroll or part thereof until validation is complete at no charge to Buyer	Supplier		For Fully Managed Payroll the price for re runs is provided in "Other Payroll Costs" and will be payable in addition to the base

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
			service price.
22b. Payroll post Validation and Reconciliation			
Check BACS processing date, the BACS user number and bank details	Supplier		
Check no BACS rejections	Supplier		
Arrange employee net pay via CHAPS or International Payments where payment via BACS not possible	Supplier		This requirement is met by: 1. Agreed that International payments are no longer a requirement and will not be provided by the Supplier 2. The price for a CHAPS payment is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Reconcile BACS total agreed with total net pay on payroll list	Supplier		
Reconcile deductions and net pay equal to gross pay	Supplier		
Reconcile SSP and SMP payments and offsets where applicable	Supplier		
Check advances recovered in full	Supplier	Workforce Administration	
Check all adjustments to reconciliation report	Supplier		
Reconcile total number of employees paid against last period total (including adjustments for starters, leavers, transfers)	Supplier	Workforce Administration	
Produce BACS reconciliation report on payroll related transactions	Supplier		
Complete HMRC reconciliation of Tax & NI payments over	Supplier		
Complete monthly Tax Year-End reconciliations	Supplier		
Reconcile pension deductions	Supplier		
23. Third-party Payments			
Gain written authority from Buyer to release payments to third parties, where required.	Supplier		

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Produce payroll report of third-party deductions	Supplier		This requirement is met by the System
Input pay values for third-party payments and date of payment	Supplier		
Generate and process BACS transaction for HMRC	Supplier		
Generate and process BACS transactions for Courts	Supplier		Should the Buyer require Court Orders to be paid by Cheque this will be The Buyer's responsibility
Generate and process BACS transactions for Pension providers	Supplier		
Generate and process BACS transactions for voluntary deductions	Supplier		
24. Produce ad-hoc one-off payslips (e.g. underpayments, new starters)			
Input or amend pay details for employee	Supplier	Workforce Administration	
Calculate gross and net pay amounts for employee	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce payslip for employee	Supplier	Workforce Administration	For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Gain written authority from Buyer to release payments for one off adjustments to pay, where required.	Supplier		
Create net pay details for BACS/CHAPS/International payments	Supplier		For Fully Managed Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Generate and transmit BACS transaction for employee	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Produce adjustments for next payroll-processing run	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce adjustments for pensions interface (PenServer)	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce adjustments for payroll costs (General Ledger)	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
25. BACS Recalls and Emergency Payments (including Recoveries and Payroll Adjustments)			
Recall BACS transactions from bank	Supplier	Workforce Administration	For Fully Managed Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Revise gross and net pay values using one off payslip functionality	Supplier	Workforce Administration	For Fully Managed Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce revised copy payslip information for employee	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Calculate net pay details for BACS/CHAPS/International Payments	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Generate and transmit BACS transaction for employee	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Arrange CHAPS payment where insufficient time for BACS payment	Buyer		
Produce adjustments for next payroll processing run	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce adjustments for pensions interface (PenServer)	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce adjustments for payroll costs (General Ledger)	Supplier		This requirement is met by the System
26. Overpayments current payees			
Determine amount of gross overpayment by using system	Supplier	Workforce Administration	
Net down overpayment using one-off payslip functionality	Supplier	Workforce Administration	For Fully Managed Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Notify payee of overpayment value	Buyer	Workforce Administration	This requirement is met by the agreement that within the Fully Managed service the responsibility is amended to the Buyer.
Advise and agree overpayment and repayment method and period with payee	Buyer	Workforce Administration	
Input overpayment value and period deduction	Supplier	Workforce Administration	
Process recovery overpayment from gross/net pay in appropriate pay period(s)	Supplier		This requirement is met by the System
Produce adjustment for payroll costs (General Ledger)	Supplier		This requirement is met by the System
Produce adjustments for pension (Penserver)	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Undertake any corrections for prior year overpayment relating to tax year-end returns.	Supplier		For Semi and Fully Managed Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
27. Tax Year-end Processing			
Provide a tax year-end schedule with Buyer prior to tax year end	Supplier		This requirement is met by the System
Agree a tax year-end schedule with Buyer prior to tax year end	Supplier		This requirement is met by the System
Complete annual reconciliations of the payroll against payments made to the HMRC	Supplier		
Input final adjustments	Supplier		
process adjustment run	Supplier		This requirement is met by the System
Reconcile adjustment run	Supplier		
Process tax year end at Buyer's request	Supplier		This requirement is met by the System
Produce a P60 (for all live employees as at 5 April)	Supplier		This requirement is met by the System
Despatch P60s to nominated location or employees home address within statutory deadline	Supplier		This requirement is met by the System
Provide P60s electronically	Supplier		This requirement is met by the System
Produce a P11D (for all relevant live employees as at 5 April)	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Despatch P11Ds to nominated location or employees home within statutory deadline	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Provide P11Ds electronically	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce a P14 for all employees on file	Supplier		This requirement is met by the System

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Despatch P14 to HMRC within statutory deadline	Supplier		This requirement is met by the System
Produce P35 listing	Supplier		This requirement is met by the System
Despatch P35 listing and agreed year-end reports to Buyer	Supplier		The requirement is met by the System
Obtain relevant P35 details to enable P35 submission	Buyer		
Submit P35 online within statutory deadline	Supplier		
Create and release any final 3rd party BACS payments over from the Tax Year-End adjustment run	Supplier		
Produce GL file for Tax year-end adjustments	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Provide training for tax year-end processing	N/A		This requirement is met by the other payroll costs for payroll
29. Pay Queries			
Ability to search on a variety of fields (e.g. Name, Payroll Number, NI Number, Other unique identifier(s))	Supplier		This requirement is met by the System
Respond to pay queries direct from Buyer's employees	Supplier	Workforce Administration	
Respond to payroll queries from statutory bodies, such as HMRC, Courts, Student Loan Office	Supplier	Workforce Administration	
Process requests from Contributions and Benefits Agencies for missing National Insurance numbers	Supplier	Workforce Administration	
Complete forms from Contributions and Benefits Agencies	Supplier	Workforce Administration	
Respond to queries from authorised Buyer staff	Supplier	Workforce Administration	
Respond to queries from authorised Buyer staff such as HR, finance, auditors	Supplier	Workforce Administration	
Respond to queries from third parties, such as authorised Buyer's pension administrator	Supplier	Workforce Administration	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Complete requests for pay information from Buyer	Supplier	Workforce Administration	
30. Update Payroll Parameters ('Update' includes Insert, Amend and Delete)			
Change paycodes and set indicators, such as taxable, pensionable, NI'able	Supplier		
Change pensions and AVC scheme contributions and bands and other indicators	Supplier	Workforce Administration	
Change code tables e.g. cost centre, division, department, and location codes/descriptions	Supplier	Workforce Administration	
Change account codes (General Ledger)	Supplier	Workforce Administration	
Change grade details, including minima, maxima and standards	Supplier	Workforce Administration	
Change allowance values	Supplier	Workforce Administration	
Change contractual payment values	Supplier	Workforce Administration	
Change absence types and illness codes	Supplier	Workforce Administration	
Change spine points and associated indicators	Supplier	Workforce Administration	
Ability to link grades to master table of spinal points	Supplier		This requirement is met by the System
Ability to hold grades with minimum and maximum values and use spot point salaries	Supplier		This requirement is met by the System
Change Penserver parameters and associated indicators	Supplier	Workforce Administration	
31. Process Leavers / Off Boarding (All processing includes pro-rating for part-time staff, and includes Death In Service, Dismissal, Redundancies, Retirement and overpayments)			
Process, check and produce GS470 form for "Transfer Out" employees from other central Government payrolls within the Consortium, including absence data	Supplier		
Process, check and produce GS470 form for "Transfer Out" employees from other central Government payrolls outside the consortium, including absence data	Supplier		

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Check outstanding balances on loans and advise if loan cannot be recovered in full	Supplier	Leavers	
Calculate, pro-rate and check final pay in accordance with leave date and terms & conditions	Supplier	Leavers	This requirement is met by the system.
Enter any other associated leaving payments e.g. pay in lieu of notice, ex-gratia, holiday pay etc. from data provided	Supplier	Leavers	
Deduct outstanding loans in accordance with appropriate pay rules	Supplier	Leavers	
Provide the facility to pay a leaver in either the month of notification of leaving or month of leaving (provided it is submitted in accordance with agreed timetable) e.g. up to the 5th of the following month	Supplier		For Fully Managed Payroll services this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Provide the facility to pay a leaver after the month of leaving in accordance with HMRC rules	Supplier		For Fully Managed Payroll services this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Produce final payslip	Supplier		This requirement is met by the System
Produce Form P45 for leaver to include student loan and "D" indicator for death cases	Supplier		This requirement is met by the System
Despatch final payslip and P45 (if applicable) to leaver's home or office address	Supplier		
Despatch information to pension provider via Penserver interface	Supplier		This requirement is met by the System
Return CF383 and/or CF384 certificates to appropriate party	Supplier		
Notify court of outstanding court orders	Supplier		
Reinstate/Rehire HR/Payroll record	Supplier	Leavers	
Determine amount of gross overpayment by using system	Supplier	Workforce Administration	

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Net down overpayment using one-off payslip functionality	Supplier	Workforce Administration	For Managed Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Notify payee of overpayment value	Buyer	Workforce Administration	This requirement is met by the agreement that within the Fully Managed service the responsibility is amended to the Buyer.
Advise and agree overpayment and repayment method and period with payee	Buyer	Workforce Administration	
Amend records if in current tax year (when/if repaid)	Supplier	Workforce Administration	
Produce adjustment for payroll costs (General Ledger)	Supplier		This requirement is met by the System
Produce adjustments for pension (Penserver)	Supplier		This requirement is met by the System
Update HMRC via EDI for amendments made	Supplier		This requirement is met by the System and confirmed it being the initial notification of P45 details to HMRC. As stated it is not possible currently to submit a second P45 but the end of year submission should include the additional pay/tax figures with a tax code of 0T
38. Service Availability and Access			
Provide accredited 2-way access between Supplier and GSS/GSE/GSI/CJX/Leased Line etc.	Supplier	General	System accreditation is only supplied for ePayfact 2.0. Accreditation for other Systems is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Provide service to servers compatible with existing network(s)	Supplier	General	Confirmed no single format has been agreed. For all Payroll services this service is provided in "Other Payroll Costs" and will be payable in addition to the base

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
			service price.
Control which functions/datasets each user can access	Supplier	General	Confirmed no single format has been agreed. For all Payroll services this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Set up usernames and passwords	Supplier	General	Confirmed no single format has been agreed. For all Payroll services this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
Control access to the system by Buyer staff by password protected usernames	Supplier	General	
39. Service Management			
Ensure payroll system complies with UK statutory requirements	Supplier	General	
Maintain statistics on key performance indicators and provide error log details for review with Buyer each month	Supplier	General	
Compile monthly analysis of optional services provided	Supplier	General	
Hold Service Review Meetings at agreed regular intervals	Supplier	General	
Appoint Supplier Service Manager for contract period	Supplier	General	
Provide change control mechanism for implementing process changes requested by Buyer	Supplier	General	
Provide annual payroll processing schedule	Supplier	General	
Provide supplementary runs when required, such as tax year-end amendment run	Supplier		For Payroll the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.
40. Provide Customer service			

COMBINED REQUIREMENTS			Clarifications
Service Group/Service	Fully Managed	Associated HR Process	
Enable applicants, candidates, managers, and HR to Initiate transactions, and questions through self-service data and voice portals	Supplier	General	
Provide access to Buyer services manned by HR, and payroll professionals to answer queries relating to the HR, and payroll processes; service to be available on Monday-Friday (except bank holidays) between 9.00am and 5.30pm (or as requested by Buyer)	Supplier	General	
Provide access to dedicated in-house legislation expertise or queries and advice	Supplier	General	
41. Provide Infrastructure, Technical and Functional Support			
Provide access to support relating to the HR, and payroll system and HR, and payroll processes; service to be available on Monday-Friday (except bank holidays) between 9.00am and 5.30pm (or as requested by Buyer)	Supplier	General	
Action upgrades to payroll / HR software in agreement with the Buyer and outside normal working hours	Supplier	General	
Extensive help text available on line	Supplier	General	
Access to test/training database and facilities	Supplier	General	
44. Reporting			
Produce agreed standard Absence Reports	Supplier		The requirement is met by the standard report identifying employees going on 1/2 pay or nil pay
Produce agreed standard Payroll reports	Supplier		
Produce non-standard ad-hoc reports in agreed format(s)	Supplier		
Provide industry standard reporting tool to interface with standard applications	Supplier		

PART 3 - SERVICE LEVELS AND SERVICE CREDITS

1. Scope

This Part 3 sets out the Service Levels which the Supplier is required to achieve when delivering the Services, the mechanism by which Service failures will be managed and the method by which the Supplier's performance of the Services by the Supplier will be monitored. This schedule comprises:

- i) Service Levels;
 - ii) Performance Monitoring; and
- Appendix A - Service Levels and Service Credits.

2. Principal Points

2.1. The objectives of the Service Levels and Service Credits are to:

- 2.1.1. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
- 2.1.2. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

(i) SERVICE LEVELS

3. Service Levels

- 3.1. The Appendix A of this Part 3 sets out Service Levels the performance of which the parties have agreed to measure.
- 3.2. The Supplier shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Buyer a report detailing the level of service which was achieved in accordance with the provisions of the Performance Monitoring section (ii) of this Part 3.
- 3.3. If, and on each monthly occasion when, the level of performance of the Supplier of any element of the Services during the Call-Off Contract term fails to achieve the Service Level in respect of that element of the Service, then the Buyer shall make a deduction from the Call-Off Contract charges in accordance with Appendix A to this schedule 1 Part 3.
 - 3.3.1. In no event will the total Service Credits applicable in respect of any month exceed 20% of the total value of the invoice for the operational services in the month during which the service failure(s) occurred.
 - 3.3.2. Service Credits shall represent the sole and exclusive remedy in respect of failure to meet the Service Levels.
 - 3.3.3. Subject to clause 3.3.2, in the event the Supplier falls below the Service Level Thresholds set for each SLA, in three (3) consecutive months in any twelve (12) month period, the Buyer shall have the option to terminate this Call-Off Contract in accordance with clause 23.4.

(ii) PERFORMANCE MONITORING

1. Principal Points

- 1.1 This Section (ii) provides the methodology for monitoring the Services:
 - 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or delivery of the Services ("Performance Monitoring System").
- 1.2 Within 20 Working Days of the Commencement Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3 The Buyer may monitor the performance of the Services by the Supplier the continuous improvement and feedback provided through satisfaction surveys, provided that the Buyer shall take all reasonable steps to ensure that such monitoring does not unduly disrupt the business of the Supplier and/or its ability to discharge its obligations under this Call-Off Contract.
- 1.4 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Buyer in carrying out the monitoring referred to in paragraph 1.3 at no additional charge to the Buyer to the extent that the monitoring does not unduly disrupt the business of the Supplier and/or its ability discharge its obligations under this Call-Off Contract.

2. Reporting of Service Failures

The Supplier shall report all failures to achieve Service Levels and any Critical Service Failure to the Buyer in accordance with the processes agreed in paragraph 1.2 above.

3. Performance Monitoring and Performance Review

- 3.1 The Supplier shall provide the Buyer with reports (the "Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;
 - 3.1.3 any Critical Service Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Buyer may reasonably require from time to time.
- 3.2 The parties shall attend meetings to discuss the Performance Monitoring Reports and the outcome of any Service Review ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 3.2.1 take place within one (1) week of the reports being issued by the Supplier;
 - 3.2.2 take place at such location and time (within normal business hours) as the Buyer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Supplier's Representative and the Buyer's Representative; and

- 3.2.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Buyer's Representative at each meeting.
- 3.3 The Buyer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified period.

APPENDIX A - Service Levels and Severity Levels

	Payroll	Service ["X" indicates that the SLA is applicable to that Service]	SLA	
		Managed		
1	Accuracy in transfer of net pay values (The Supplier must ensure that nett pay values contained in the main salaries file are transmitted to BACS for transfer to the correct bank accounts on pay day and in accordance with the agreed processing schedules)	X	100.00%	i.e. no errors = 100%
2	General Payroll Application Output distributed 24 hours + after deadline	X	100.00%	
3	Service availability (Refers to payroll system availability)	X	97.00%	Mon - Fri 08:00 - 18:00 excl. bank holidays
4	Helpdesk availability	X (view only and report writing queries)	100.00%	Mon - Fri 08:00 - 18:00 excl. bank holidays
5	Net Pay accuracy at time payroll is returned to Buyer	X	98.50%	
	HR		SLA	
6	Service Availability core hours (Refers to HR system availability)	X	97%	Mon – Fri 08:00 – 18:00 excl bank holidays
7	Helpdesk availability	X	100%	Mon – Fri 08:00 – 18:00 excl bank holidays
8	Implement On-boarding Starter Process as specified in further detail in Schedule 1 of the Framework Agreement	X	99%	Within 24 hours of receipt
9	Process Leaver/Off-boarding as specified in further detail in Schedule 1 of the Framework Agreement	X	99%	Within 24 hours of receipt
10	Implement staff amendments (non-pay)	X	99%	Within 24 hours of receipt
11	Implement staff amendments (pay)	X	100%	Within 24 hours of

				receipt
	Finance		SLA	
12	Service Availability core hours (Refers to Finance system availability)	X	97%	Mon – Fri 08:00 – 18:00 excl bank holidays
13	Helpdesk availability	X	100%	Mon – Fri 08:00 – 18:00 excl bank holidays

All other Service Credits shall be calculated on the basis of the following formula and worked example:

The Service Credits shall be calculated on the basis of the following formula and worked example:

Formula - 100% of the stated service level = x% of the value of the invoice for the period during
% - % of Service Level achieved which the service failure occurred to be deducted from
the next invoice payable by the Buyer.

Worked example - 100% (e.g. Service Level requirement for data accuracy) - 85% (e.g. accuracy of data) = 15% of the value of the invoice for the period during
which the service failure occurred to be deducted from the
next invoice payable by the Buyer

In the event that a system error causing the helpdesk to be unavailable due to the integrated nature of the solution provided the Supplier shall pay the Buyer the appropriate service credit relating to system availability only and not an additional service credit for helpdesk availability.

In the event that a system error causes more than one service (HR, Payroll or Finance) to be unavailable the Supplier shall pay the Buyer a service credit for only one system unavailability measure rather than multiple system unavailability measures.

In the event the Supplier falls below the Service Level Thresholds set for each SLA only, in three (3) consecutive months in any twelve (12) month period, the Buyer shall have the option to terminate this Call-Off Contract in accordance with clause 23.4.

Schedule 2 - Call-Off Contract charges

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

1. Introduction

The Buyer shall pay the Supplier in accordance with Appendix B to this Schedule 2 and in accordance with the payment terms detailed in Part A of the Order Form.

2. Implementation and Transition Charges

Not applicable.

3. Ongoing Service Charges

3.1 Payslip Processing Charges

- Managed payslip:

Payee Rate: [REDACTED]

ePayfact 2.0 License: [REDACTED]

iPayview, no hard copy payslip

Total transactional charge (per employee per month): [REDACTED]

3.2 The Buyer shall pay for all Ongoing Service Charges monthly in arrears or as detailed in Part A of the Order Form.

3.3 Ongoing Service Charges shall be calculated using the then current charges, as attached in Appendix B.

4. Additional / Recommended Charges

4.1 The Buyer shall pay for all Additional Services using the then current charges, as attached in Appendix B.

4.2 The Buyer shall pay for all Additional Services monthly in arrears or as detailed in Part A of the Order Form.

5. Adjustment to Charges on exit/ceasing to use

5.1 In the event the Buyer ceases to process using the Services before expiry of the Call-Off Contract (other than in consequence of exercising a right to terminate under this Call-Off Contract), a Termination fee shall be payable by the Buyer to the Supplier for each full or part month remaining of the term of this Call-Off Contract. The Termination fee shall be calculated based on the average processing revenue for the preceding 6-month period. The Termination Charges shall be payable on

the date of termination.

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 1.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.2 to 5.3 (Force majeure)
- 5.6 (Continuing rights)
- 5.7 to 5.9 (Change of control)
- 5.10 (Fraud)
- 5.11 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

its own IR35 Assessment.

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

5. Due diligence

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

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

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

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

- receipts for the insurance premium
- evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

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

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

- premiums, which it will pay promptly
- excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

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

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

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

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

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

- rights granted to the Buyer under this Call-Off Contract
- Supplier's performance of the Services
- use by the Buyer of the Services

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

- modify the relevant part of the Services without reducing its functionality or performance
- substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

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

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

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

13. Buyer data

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

- 13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.
- 13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
 - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

16. Security

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

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

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- an Insolvency Event of the other Party happens
- the other Party ceases or threatens to cease to carry on the whole or any material part of its business

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

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

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

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

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

20. Notices

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

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

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.

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

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

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit
- it enables the Buyer to meet its obligations under the Technology Code Of Practice

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

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

- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

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

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

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

22.3 This information must be accurate and complete in all material respects and the level of detail must

be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

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

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

25. Premises

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

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

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

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

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

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and

Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

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

- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

32. Variation process

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

33. Data Protection Legislation (GDPR)

- 33.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only Processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional Processing if permitted by Law).
- 33.2 The Supplier will assist the Buyer with the preparation of any Data Protection Impact Assessment required by the Data Protection Legislation before commencing any Processing (including provision of detailed information and assessments in relation to Processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.
- 33.3 The Supplier must have in place Protective Measures, details of which shall be provided to the Buyer on request, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.
- 33.4 The Supplier will ensure that the Supplier Staff only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with access to Personal Data, including by ensuring they:
- i) are aware of and comply with the Supplier's obligations under this Clause;
 - ii) are subject to appropriate confidentiality undertakings with the Supplier
 - iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
 - iv) are given training in the use, protection and handling of Personal Data.
- 33.5 The Supplier will not transfer Personal Data outside of the European Union unless the prior written consent of the Buyer has been obtained, which shall be dependent on such a transfer satisfying

relevant Data Protection Legislation requirements.

- 33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.
- 33.7 The Supplier will notify the Buyer without undue delay if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation, and insofar as this is possible, in accordance with any timescales reasonably required by the Buyer
- 33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i) the Buyer determines that the Processing is not occasional;
 - ii) the Buyer determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - iii) the Buyer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.9 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier must:
- i. notify the Buyer in writing of the proposed Sub-processor(s) and obtain its written consent;
 - ii. ensure that it has entered into a written agreement with the Sub-processor(s) which gives effect to obligations set out in this Clause 33 such that they apply to the Sub-processor(s); and
 - iii. inform the Buyer of any additions to, or replacements of the notified Sub-processors and the Buyer shall either i) provide its written consent or ii) object.
- 33.10 The Buyer may at any time put forward a Variation request to amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 3 - Collaboration agreement

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

Schedule 4 - Alternative clauses

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

Schedule 5 - Guarantee

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

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none">• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes• created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.

Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: <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 Data Protection Legislation.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event 	Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed

Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged Processing by the Processor under this Call-Off Contract on the protection of Personal Data.
Data Protection Legislation	Data Protection Legislation means: <ul style="list-style-type: none"> i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; iii) all applicable Law about the processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Takes the meaning given in the Data Protection Legislation.
Default	Default is any: <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.10 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FOIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related

	Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government guidance and the Crown Commercial Service guidance, current UK Government guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction

Intermediary	<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	A claim as set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).

Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the Data Protection Legislation.
Personal Data Breach	Takes the meaning given in the Data Protection Legislation.
Processing	Takes the meaning given in the Data Protection Legislation but, for the purposes of this Call-Off Contract, it will include both manual and automatic Processing. 'Process' and 'processed' will be interpreted accordingly.
Processor	Takes the meaning given in the Data Protection Legislation.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code,

	instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-

	manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7 - Processing, Personal Data and Data Subjects

Subject matter of the processing:

Processing Personal Data in the context of providing a fully managed/bureau outsourced payroll service to the Customer, including hosting and helpdesk support.

Duration of the processing:

The duration of the Processing activity shall be for the Term of this Agreement, or as otherwise stated within the Agreement.

Nature and purposes of the processing:

Provision of Payroll Services – Employee Financial Data for the term of the agreement.

Type of Personal Data:

The Personal Data to be processed concerns the following types of data (please specify):

- Employee name(s);
- Employee DOB;
- Employee address;
- Employee emergency contact details; (only applicable for HR contracts)
- Employee bank details;
- Annual leave requests; (only applicable for HR contracts)
- Employee title/gender/marital status;
- Service history details (date of joining etc.);
- Employee pension membership details (scheme/date of joining/contribution rate);
- Employee tax code/student loan information;
- Employee National Insurance number and category;
- Absence history details, including family, unpaid or sickness related absence(s) etc.;
- Employee salary and allowance entitlement details;
- Employee hours;
- Employee deductions (voluntary and company-based);
- Court Order deductions.

The Special Categories of Personal Data to be processed concerns the following types of data (please specify):

- Trade Union membership(s) and any associated TU member deductions.”

Categories of Data Subject:

The Data Subjects shall be the employees of the Customer, who are on the Customer’s payroll.

Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:

Supplier shall retain copies of the Personal Data where such Personal Data is maintained on tapes, discs, servers or other storage devices solely or substantially for routine back-up purposes in the ordinary course of

business. On expiry or termination of this Agreement for whatever reason Supplier shall return, destroy or permanently erase, at the Customer's option, all copies of the Personal Data in its possession or control.