

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 4 Framework Agreement (RM1043.6) includes

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The Order Form (Part A), the Terms and Conditions (Part B), and the Schedules (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Crown Commercial Service
Supplier	Initial Spark Consulting
Call-Off Contract Ref.	CCSO19A68
Call-Off Contract title	Provision of DigiTS Phase 2 and Phase 3
Call-Off Contract description	To provide enhancements and additional functionality associated with the delivery of Phase 2 and Phase 3 of DigiTS. REDACTED
<u>Call-Off Contract period</u>	
Start date	16 th of March 2020 and is valid for Four (4) Months.
End date	15 th of July 2020
(Optional) Maximum Call-Off Contract Extension Period	One (1) Month
Latest Extension Period End Date	15 th of August 2020
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension	Fourteen (14) Calendar days.
<u>Total Maximum Contract Value</u>	£280,000.00 excluding VAT
Charging method	REDACTED
Notice period for termination for convenience	Thirty (30) Calendar Days
Initial SOW package	To be confirmed within One (1) week of Contract Award

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043.6).

Project reference:	CCSO19A68
Buyer reference:	CCSO19A68
Order date:	16/03/2020
Purchase order:	TBC upon Contract Award
From:	the Buyer Crown Commercial Service REDACTED
To:	the Supplier Initial Spark Consulting REDACTED
Together:	the "Parties"

Principle contact details

For the Buyer:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
For the supplier	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED

Data Protection Officers

For the Buyer:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED
For the supplier:	Name:	REDACTED
	Title:	REDACTED
	Email:	REDACTED
	Phone:	REDACTED

Buyer contractual requirements	
Digital outcomes and specialists services required:	For the provision of enhancements and additional functionality to an existing digital service. Full requirements as known can be found in Schedule 1 – Requirements.
Warranty period	Ninety (90) days from the date of Buyer acceptance of release.
Location:	REDACTED
Staff vetting procedures:	REDACTED
Standards:	REDACTED
Limit on supplier's liability:	As per Clause 34 of the Terms and Conditions.
Insurance:	As per Clause 10 of the Terms and Conditions
Supplier's information	
Commercially sensitive information:	Suppliers Response Suppliers Call-Off Charges
Subcontractors / Partners:	Not Applicable.
Call-Off Contract Charges and payment	
The method of payment for the Call-Off Contract Charges (GPC or BACS)	BACs in arrears
Invoice (including Electronic Invoice) details	
Who and where to send invoices to:	REDACTED
Invoice information required – eg PO, project ref, etc.	PO Number Contract Number Supplier Name and payment details Detailed and transparent breakdown of Costs. Separate line for VAT
Invoice frequency	Monthly

Call-Off Contract value:	Total Maximum Contract Value of £280,000.00 excluding VAT
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Call-Off Contract Charges:

This Contract is on a Capped Time and Material basis for each Statement of Work

The Contractual Charges are as follows:

<u>Role</u> (According to Service Manual)	<u>Description</u>	<u>Daily Rate (£ GBP)</u>
REDACTED		

The below are benchmark prices submitted as part of the evaluation process.

Task	Details (Brief breakdown of what is involved in the Task)	Role	Daily Rate (£ GBP)	Anticipated Days	Total (£ GBP)	Total Task Cost (£ GBP)
REDACTED						

Additional Buyer terms

Warranties, representations and acceptance criteria	Not Applicable.
Supplemental requirements in addition to the call-off terms	Not Applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>The following will replace Clause 13 Intellectual Property Rights as published and agreed to as part of the Proposal Stage:</p> <p>A. <u>INTELLECTUAL PROPERTY AND INFORMATION</u></p>

	<p>1. INTELLECTUAL PROPERTY RIGHTS</p> <p>1.1 Allocation of title to IPR</p> <p>1.1.1 Save as expressly granted elsewhere under this Call Off Contract:</p> <ul style="list-style-type: none"> (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, namely: <ul style="list-style-type: none"> (i) the Supplier Background IPR; and (ii) the Third Party IPR. (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the: <ul style="list-style-type: none"> (i) Customer Background IPR; (ii) Customer Data; and (iii) Project Specific IPRs. <p>1.1.2 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 1.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).</p> <p>1.1.3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.</p> <p>1.1.4 Unless the Customer otherwise agrees in advance in writing (and subject to Clause 1.10.3):</p> <ul style="list-style-type: none"> (a) Project Specific IPR Items shall be created in a format, or able to be converted into a format, which is: <ul style="list-style-type: none"> (i) suitable for publication by the Customer as Open Source; and (ii) based on Open Standards (where applicable); (b) Where the Project Specific IPR Items are written in a format that requires conversion before publication as Open Source or before complying with Open Standards, the Supplier shall also provide the converted format to the Customer. <p>1.2 Assignments granted by the Supplier: Project Specific IPR</p> <p>1.2.1 The Supplier hereby assigns to the Customer with full guarantee (or shall procure from the first owner the</p>
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	<p>assignment to the Customer), title to and all rights and interest in the Project Specific IPRs. The assignment under this Clause 1.2.1 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs.</p> <p>1.2.2 The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Project Specific IPRs are properly transferred to the Customer.</p> <p>1.2.3 To the extent that it is necessary to enable the Customer to obtain the full benefits of ownership of the Project Specific IPRs, the Supplier hereby grants to the Customer and shall procure that any relevant third party licensor shall grant to the Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPR Items.</p> <p>1.3 Licences granted by the Supplier: Supplier Background IPR</p> <p>1.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.</p> <p>1.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Background IPR under Clause 1.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of 1.3.1 which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.</p> <p>1.3.3 In the event the licence of the Supplier Background IPR is terminated pursuant to Clause 1.3.2, the Customer shall:</p> <ul style="list-style-type: none"> (a) immediately cease all use of the Supplier Background IPR; (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Background IPR; and
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	<p>(c) ensure, so far as reasonably practicable, that any Supplier Background IPR that is held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Background IPR.</p> <p>1.4 Customer's right to sub-license</p> <p>1.4.1 The Customer may sub-license:</p> <p>(a) the rights granted under Clause 1.3.1 (Licence granted by the Supplier: Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:</p> <p>(i) the sub-license is on terms no broader than those granted to the Customer; and</p> <p>(ii) the sub-license only authorises the third party to use the rights licensed in Clause 1.3.1 (Licence granted by the Supplier: Supplier Background IPR) for purposes relating to the Services (or substantially equivalent Services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and</p> <p>(b) the rights granted under Clause 1.3.1 (Licence granted by the Supplier: Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Project Specific IPR provided that the sub-license is on terms no broader than those granted to the Customer.</p> <p>1.5 Customer's right to assign/novate licences</p> <p>1.5.1 The Customer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 1.3 (Licence granted by the Supplier: Supplier Background IPR) to:</p> <p>(a) a Central Government Body; or</p> <p>(b) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.</p>
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	<p>1.5.2 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 1.3 (Licences granted by the Supplier: Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 1.3 (Licence granted by the Supplier: Supplier Background IPR).</p> <p>1.5.3 If a licence granted in Clause 34.3 (Licence granted by the Supplier: Supplier Background IPR) is novated under Clause 1.5.1 or there is a change of the Customer's status pursuant to Clause 1.5.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.</p> <p>1.6 Third Party IPR</p> <p>1.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 1.3 (Licence granted by the Supplier: Supplier Background IPR) and Clause 1.5.1 (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence in accordance with the licence terms set out in Clause 1.3 (Licences granted by the Supplier: Supplier Background IPR) and Clause 1.5.1 (Customer's right to assign/novate licences) in respect of any such Third Party IPR, the Supplier shall:</p> <ul style="list-style-type: none"> (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative providers which the Supplier could seek to use; and (b) only use such Third Party IPR if the Customer Approves the terms of the licence from the relevant third party. <p>1.6.2 Should the Supplier become aware at any time, including after termination, which the Project Specific IPRs contain any Intellectual Property Rights for which the Customer does not have a licence, then the Supplier must notify the Customer within 10 days of what those rights are and which parts of the Project Specific IPRs they are found in.</p> <p>1.6.3 Without prejudice to any other right or remedy of the Customer, if the Supplier becomes aware at any time, including after termination, that any Intellectual Property Rights for which the Customer does not have a licence in accordance with Clause 1.2.3 subsist in the Project Specific IPR Items, then the Supplier must notify the Customer within 10 days of what those rights are and</p>
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which parts of the Project Specific IPR Items they are found in.

1.7 Licence granted by the Customer

1.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Background IPR, the Project Specific IPRs and the Customer Data solely to the extent necessary for providing the Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 35.3 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

1.8 Termination of licenses

1.8.1 Subject to Clause 1.3 (Licence granted by the Supplier: Supplier Background IPR), all licences granted pursuant to Clause 1 (Intellectual Property Rights) (other than those granted pursuant to Clause 1.6 (Third Party IPR) and 1.7 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

1.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 9 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Background IPR and/or Third Party IPR on terms equivalent to those set out in Clause 1.3 (Licence granted by the Supplier: Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

1.8.3 The licence granted pursuant to Clause 1.7 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 1.7.1 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible

	<p>materials that contain any of the Customer Background IPR and the Customer Data (as the case may be); and</p> <p>(c) ensure, so far as reasonably practicable, that any Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Customer Background IPR and/or Customer Data.</p> <p>1.9 IPR Indemnity</p> <p>1.9.1 The Supplier shall, during and after the Call Off Contract Period, on written demand, indemnify the Customer against all Losses incurred by, awarded against, or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim.</p> <p>1.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:</p> <p>(a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or</p> <p>(b) replace or modify the relevant item with non-infringing substitutes provided that:</p> <p>(i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;</p> <p>(ii) the replaced or modified item does not have an adverse effect on any other Services;</p> <p>(iii) there is no additional cost to the Customer; and</p> <p>(iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Services.</p> <p>1.9.3 If the Supplier elects to procure a licence in accordance with Clause 1.9.2(a) or to modify or replace an item pursuant to Clause 1.9.2(b), but this has not avoided or resolved the IPR Claim, then:</p> <p>(a) the Customer may terminate this Call Off Contract by written notice with immediate effect; and</p> <p>(b) without prejudice to the indemnity set out in Clause 33.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the</p>
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	<p>substitute Services including the additional costs of procuring, implementing and maintaining the substitute items.</p> <p>1.10 Open Source Publication</p> <p>1.10.1 Subject to Clause 1.10.3, the Supplier agrees that the Customer may at its sole discretion publish as Open Source all or part of the Project Specific IPR Items after the Call Off Commencement Date (such date to be notified by the Customer to the Supplier).</p> <p>1.10.2 Subject to Clause 1.10.3, the Supplier hereby warrants that the Project Specific IPR Items:</p> <ul style="list-style-type: none"> (a) are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Customer will not enable a third party to use the published Project Specific IPRs or Project Specific IPR Items in any way, which could reasonably be foreseen to compromise the operation, running or security of the Project Specific IPRs or the Customer System; (b) have been developed by the Supplier using reasonable endeavours to ensure that publication by the Customer of the same shall not cause any harm or damage to any party using the published Project Specific IPRs; (c) do not contain any material which would bring the Customer into disrepute upon publication as Open Source; (d) do not contain any IPRs which have not been licensed to the Customer under licence terms which permit the publication of the Project Specific IPR Items as Open Source by the Customer; (e) will be supplied in a format suitable for publication as Open Source ("the Open Source Publication Material") no later than the date notified to the Supplier under Clause 1.10.1; and (f) do not contain any malicious software.
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	<p>1.10.3 The Supplier hereby acknowledges and agrees that any Supplier Background IPRs which it includes in the Open Source Publication Material supplied to the Customer pursuant to Clause 1.10.2(e) and which have not been Approved for exclusion under Clause 1.10.4 will become Open Source and will hereby be licensed to the Customer under the Open Source licence terms adopted by the Customer and treated as such following publication by the Customer.</p> <p>1.10.4 Where the Customer has Approved a request by the Supplier under Clause 1.1.4, for any part of the Project Specific IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Background IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:</p> <ul style="list-style-type: none"> (a) as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and (b) include in the written details provided under Clause 1.10.4 (a) information about the impact that inclusion of such IPRs and items or Deliverables based on such IPRs will have on any other Project Specific IPRs Items and the Customer's ability to publish such other items or Deliverables as Open Source.
Specific terms:	N/A

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), the Call-Off Contract terms and conditions (Part B), and the Schedules (Part C), and by signing below agree to be bound by this Call-Off Contract.
1.3	In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
1.4	The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part B. The terms

and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043.6 (the “Framework Agreement”).
- (B) The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.
- (C) The Parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	Supplier:	Buyer:
Name:	REDACTED	REDACTED
Title:	REDACTED	REDACTED
Signature:	REDACTED	REDACTED
Date:	REDACTED	REDACTED

Part B – Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 Unless the Call-Off Contract period has been either increased in accordance with Clause 1.4 or decreased in accordance with Clause 1.5 then the term of the Call-Off Contract will end when the first of these occurs:

- the Call-Off Contract period End Date listed in the Order Form is reached; or
- the final Deliverable, specified in the final SOW, is completed.

1.4 The Buyer can extend the term of the Call-Off Contract by amending the Call-Off Contract End Date where:

- an Extension Period was specified in the Order Form; and
- written notice was given to the Supplier before the expiry of the notice period set out in the Order Form. The notice must state that the Call-Off Contract term will be extended, and must specify the number of whole days of the extension.

After this, the term of the Call-Off Contract will end on the last day of the Extension Period listed in the notice (the “Extension Period End Date”).

1.5 If the Call-Off Contract is terminated early, either during the initial Call-Off Contract period, or during any Extension Period, the term of the Call-Off Contract will end on the termination date.

1.6 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

2. Supplier Staff

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer;
- apply all due skill, care and diligence to the provisions of the Services;
- be appropriately experienced, qualified and trained to supply the Services;

- respond to any enquiries about the Services as soon as reasonably possible; and
- complete any necessary vetting procedures specified by the Buyer.

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate the Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request (and subject to any obligations under the Data Protection Legislation), provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

3. Swap-out

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer. For this approval, the Buyer will consider:

- the provisions of Clause 2.1; and
- their Statement of Requirements and the Supplier's response.

4. Staff vetting procedures

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during the Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures requested by the Buyer.

5. Due diligence

5.1 Both Parties acknowledge that information will be needed to provide the Services throughout the term of the Call-Off Contract and not just during the Further Competition process. Both Parties agree to share such information freely.

5.2 Further to Clause 5.1, both Parties agree that when entering into a Call-Off Contract, they:

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

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

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

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.

7. Business continuity and disaster recovery

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

8. Payment terms and VAT

8.1 The Buyer will pay the Supplier within 30 days of receipt of an Electronic Invoice subject to the provisions of Clauses 8.5 and 8.6 or a valid invoice submitted in accordance with the Call-Off Contract.

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8.2 The Supplier will ensure that each invoice or Electronic Invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All invoices and Electronic Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under the Call-Off Contract are inclusive of VAT.

8.5 The Buyer shall accept and process for payment an Electronic Invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

8.6 For the purposes of Clause 8.5 an Electronic Invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

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

9.1 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

10. Insurance

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause.

10.1 Subcontractors

10.1.1 The Supplier will ensure that, during the 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 claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of 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 termination or expiry date to the Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with Clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other satisfactory evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or the Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with 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 of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in the Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and

- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

11. Confidentiality

11.1 Except where disclosure is clearly permitted by the Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure
- belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
- is, or becomes, public knowledge, other than by breach of this Clause or the Call-Off Contract
- is independently developed without access to the other Party's Confidential Information
- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under the Call-Off Contract; or
- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this Clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during the Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

12. Conflict of Interest

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this Clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
- has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
- is providing, or has provided, Services to the Buyer for the discovery phase; or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under the Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

13. Intellectual Property Rights – Not in use-Replaced as per Part A Order Form – Buyer Specific Amendments

14. Data Protection and Disclosure

14.1 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 9 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).

14.2 The Supplier will provide all reasonable assistance to the Buyer to prepare any Data Protection Impact Assessment 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.

14.3 The Supplier must have in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate, 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.

14.4 The Supplier will ensure that the Supplier Personnel 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:

- L
SEP i) are aware of and comply with the Supplier's obligations under this Clause;L
SEP
- ii) are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor L
SEP
- 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 L
SEP
- iv) are given training in the use, protection and handling of Personal Data

14.5 The Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are met:

- i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;
- ii) the Data Subject has enforceable rights and effective legal remedies;

- iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
- iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data

14.6 The Supplier will delete or return the Buyer's Personal Data (including copies) if requested in writing by the Buyer at the termination or expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.

14.7 The Supplier will notify the Buyer immediately 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 in accordance with any timescales reasonably required by the Buyer.

14.8 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
- ii) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9 Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Supplier must obtain the prior written consent of the Buyer, and shall remain fully liable for the acts and omissions of any Subprocessor.

14.10 The Buyer may amend this Call-Off Contract on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15. Buyer Data

15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.

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

15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.

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

15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.

15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

15.7 Where the duration of the Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred, the Supplier will re-submit such system for accreditation.

15.8 If at any time the Supplier suspects that the Buyer Data that the Supplier has held, used, or accessed 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 comply with any remedial action proposed by the Buyer.

15.9 The Supplier will provide, at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Legislation. The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Legislation. This is an absolute obligation and is not qualified by any other provision of the Call-Off Contract.

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

16. Document and source code management repository

16.1 The Supplier will comply with any reasonable instructions given by the Buyer as to where it will store documents and source code, both finished and in progress, during the term of the Call-Off Contract.

16.2 The Supplier will ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

17. Records and audit access

17.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under the Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

18. Freedom of Information (FOI) requests

18.1 The Supplier will transfer any Request for Information to the Buyer within 2 Working Days of receipt.

18.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

18.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FoIA or EIR request so that the Supplier may make appropriate representations.

19. Standards and quality

19.1 The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.

20. Security

20.1 If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Services.

20.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

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

20.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

20.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

21. Incorporation of terms

21.1 Upon the execution of a Statement of Work (SOW), the terms and conditions agreed in the SOW will be incorporated into the Call-Off Contract that the terms of the SOW are agreed under.

22. Managing disputes

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this prevents a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation;
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working

Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they are unable or unwilling to act.

- The Parties will meet with the mediator within 10 Working Days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.
- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- If the Parties reach agreement on the resolution of the dispute, the agreement will be recorded in writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to the Call-Off Contract without the prior written consent of both Parties.
- If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the digital services;
- the underlying technology; or
- is otherwise of a financial or technical nature.

22.6 An expert will be appointed by written agreement between the Parties, but if there's a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

22.7 The expert will act on the following basis:

- they will act as an expert and not as an arbitrator and will act fairly and impartially;
- the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 Working Days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;
- any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 Working Days of the expert's determination being notified to the Parties
- the process will be conducted in private and will be confidential;

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- the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

22.8 Without prejudice to any other rights of the Buyer under the Call-Off Contract, the obligations of the Parties under the Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the Supplier and the Supplier Staff will comply fully with the Requirements of the Call-Off Contract at all times.

23. Termination

23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form, subject to clause 23.2 and 23.3 below. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this Clause will be the number of whole days that represent 20% of the total duration of the current SOW to be performed under the Call-Off Contract, up to a maximum of 30 Working Days.

23.3 Partial days will be discounted in the calculation and the duration of the SOW will be calculated in full Working Days.

23.4 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this Clause is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this Clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this Clause without cause.
- Subject to clause 34 (Liability), if the Buyer terminates the Call-Off Contract without cause, they 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 such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.

23.5 The Buyer will have the right to terminate the Call-Off Contract at any time with immediate effect by written notice to the Supplier if:

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the opinion of the Buyer, be remedied; or
- the Supplier commits any fraud.

23.6 Either Party may terminate the Call-Off Contract at any time with immediate effect by written notice to the other if:

- the other Party commits a Material Breach of any term of the Call-Off Contract (other than failure to pay any amounts due under the Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 Working Days of being notified in writing to do so;
- an Insolvency Event of the other Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- a Force Majeure Event occurs for a period of more than 15 consecutive calendar days.

23.7 If a Supplier Insolvency Event occurs, the Buyer is entitled to terminate the Call-Off Contract.

24. Consequences of termination

24.1 If the Buyer contracts with another Supplier, the Supplier will comply with Clause 29.

24.2 The rights and obligations of the Parties in respect of the Call-Off Contract (including any executed SOWs) will automatically terminate upon the expiry or termination of the relevant Call-Off Contract, except those rights and obligations set out in clause 24.6.

24.3 At the end of the Call-Off Contract period (howsoever arising), the Supplier must:

- immediately return to the Buyer:
 - all Buyer Data including all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under the Call-Off Contract;
 - any materials created by the Supplier under the Call-Off Contract where the IPRs are owned by the Buyer;
 - any items that have been on-charged to the Buyer, such as consumables; and
 - all equipment provided to the Supplier. This equipment must be handed back to the Buyer in good working order (allowance will be made for reasonable wear and tear).
- immediately upload any items that are or were due to be uploaded to the repository when the Call-Off Contract was terminated (as specified in Clause 27);
- cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination (whichever is the earlier), and provide written confirmation to the Buyer that the data has been destroyed, except where the retention of Buyer Data is required by Law;
- vacate the Buyer premises;

- work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
- return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
- provide all information requested by the Buyer on the provision of the Services so that:
 - the Buyer is able to understand how the Services have been provided; and
 - the Buyer and the replacement supplier can conduct due diligence.

24.4 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where the Call-Off Contract states otherwise.

24.5 All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where the Call-Off Contract states otherwise.

24.6 Termination or expiry of the Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
 - 8 - Payment Terms and VAT
 - 9 - Recovery of Sums Due and Right of Set-Off
 - 11 - Confidentiality
 - 12 - Conflict of Interest
 - 13 - Intellectual Property Rights
 - 24 - Consequences of Termination
 - 28 - Staff Transfer
 - 34 - Liability
 - 35 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or the Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of the Call-Off Contract.

25. Supplier's status

25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

26. Notices

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

26.2 The following table sets out the method by which notices may be served under the Call-Off Contract and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in a pdf form to the correct email address without any error message

26.3 The address and email address of each Party will be the address and email address in the Order Form.

27. Exit plan

27.1 The Buyer and the Supplier will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

28. Staff Transfer

28.1 The Parties agree that nothing in the Call-Off Contract or the provision of the Services is expected to give rise to a transfer of employment to which the Employment Regulations apply.

28.2 The Supplier will fully indemnify the Buyer against all Supplier Staff Liabilities which arise as a result of any claims brought against the Buyer due to any act or omission of the Supplier or any Supplier Staff.

28.3 The indemnity given in Clause 28.2 will be uncapped.

29. Help at retendering and handover to replacement supplier

29.1 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (Clause 27) to ensure continuity of the Services. Such help may include Supplier demonstrations of the existing code and development documents, software licences used and Buyer approval documents. The Supplier will also answer Service and development-related clarification questions.

29.2 Within 10 Working Days of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

30. Changes to services

30.1 It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes.

30.2 Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier. The Supplier will consider any request by the Buyer to change the scope of the Services, and may agree to such request.

31. Contract changes

31.1 All changes to the Call-Off Contract which cannot be accommodated informally as described in Clause 30 will require a Contract Change Note.

31.2 Either Party may request a contract change by completing and sending a draft Contract Change Note in the form in Schedule 4 of Part C - The Schedules ('the **Contract Change Notice**') to the other Party giving sufficient information to enable the other Party to assess the extent of the change and any additional cost that may be incurred. The Party requesting the contract change will bear the costs of preparation of the Contract Change Notice. Neither Party will unreasonably withhold nor delay consent to the other Party's proposed changes to the Call-Off Contract.

31.3 Due to the agile-based delivery methodology recommended by the Framework Agreement, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

32. Force Majeure

32.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate the Call-Off Contract with immediate effect by notice in writing.

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33. Entire agreement

33.1 The Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

33.2 Each of the Parties agrees that in entering into the Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in the Call-Off Contract.

33.3 Nothing in this Clause or Clause 34 will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

34. Liability

34.1 Neither Party excludes or limits its liability for:

- death or personal injury;
- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any liability to the extent it cannot be excluded or limited by Law.

34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) and a breach of Clause 14 (Data Protection and Disclosure) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.

34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability.

- Losses covered by this clause 34.3 that occur in the first 6 months of a Call-Off Contract, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first 6 months of the Call-Off Contract.

34.4 Subject to clause 34.1, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or
- any indirect, special or consequential loss or damage.

34.5 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Material Breach; and/or
- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

34.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

34.7 Unless otherwise expressly provided, the obligations of the Buyer under the Call-Off Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Call-Off Contract on the part of the Buyer to the Supplier.

34.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this Clause have been reached.

34.9 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Call-Off Contract, including any indemnities.

35. Waiver and cumulative remedies

35.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to.

35.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

36. Fraud

36.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

36.2 If the Supplier commits any fraud relating to a Framework Agreement, the Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 36.3 below or by any other remedy available in law.

36.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this Clause.

37. Prevention of bribery and corruption

37.1 The Supplier will not commit any Prohibited Act.

37.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission; and
- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this Clause

38. Legislative change

38.1 The Supplier will neither be relieved of its obligations under the Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

39. Publicity, branding, media and official enquiries

39.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate the Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

40. Non Discrimination

40.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

41. Premises

41.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

- 41.2 The Supplier will use the Buyer's premises solely for the Call-Off Contract.
- 41.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call-Off Contract.
- 41.4 This Clause does not create any tenancy or exclusive right of occupation.
- 41.5 While on the Buyer's premises, the Supplier will:
- ensure 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;
 - comply with any instructions from the Buyer on any necessary associated safety measures; and
 - notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.
- 41.6 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.
- 41.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

42. Equipment

- 42.1 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.
- 42.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

43. Law and jurisdiction

- 43.1 The Call-Off Contract will be governed by the Laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

44. Defined Terms

'Assurance'	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
'Background IPRs'	Any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Call-Off Contract (whether prior to the start date or otherwise)
'Buyer'	A UK public sector body, or Contracting Authority, as described in the OJEU Contract Notice, that can

	execute a competition and a Call-Off Contract within the Framework Agreement
'Buyer Background IPRs'	Background IPRs of the Buyer
'Buyer's Confidential Information'	<p>All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</p>
'Buyer Data'	Data that is owned or managed by the Buyer, including Personal Data gathered for user research, eg recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this Call-Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services made between a Buyer and the Supplier</p> <p>This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SOW), Contract Change Notice (CCN) and terms and conditions as set out in the Call-Off Contract Order Form</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive
'Comparable Supply'	The supply of services to another customer of the Supplier that are the same or similar to any of the Services

'Confidential Information'	<p>Buyer's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> any information that relates to the 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 any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Contracting Authority'	The Buyer and any other person as listed in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'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 government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Data Loss Event'	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
'Data Protection Impact Assessment'	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
'Data Protection Legislation'	All applicable Law about the processing of personal data and privacy (including the GDPR, LED and DPA 2018) and including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
'Data Protection Officer'	Takes the meaning given in the Data Protection Legislation.
'Data Subject'	Takes the meaning given in the Data Protection Legislation.
'Default'	<ul style="list-style-type: none"> any breach of the obligations of the Supplier

	<p>(including any fundamental breach or breach of a fundamental term)</p> <ul style="list-style-type: none"> any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to the Framework Agreement or this Call-Off Contract <p>Unless otherwise specified in this Call-Off Contract 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'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement of Work
'Digital Marketplace'	<p>The government marketplace where Services will be bought</p> <p>(https://www.digitalmarketplace.service.gov.uk/)</p>
'DPA 2018'	Data Protection Act 2018.
'Employment Regulations'	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time
'Electronic Invoice'	An invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing
'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 the Call-Off Contract
'Extension Period'	The period (expressed in Working Days) that the initial Call-Off Contract term is extended by following notice given by the Buyer to the Supplier in accordance with Clause 1.4, such period not to exceed the number of whole days that represent 25% of the initial Call-Off Contract period.
'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act

	occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
'Force Majeure'	<p>Force Majeure means anything affecting either Party's performance of their obligations arising from any of the following:</p> <ul style="list-style-type: none"> • acts, events, omissions, happenings or non-happenings 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, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a Subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned
'Framework Agreement'	The Framework Agreement between CCS and the Supplier for the provision of the Services dated 01/10/2019
'Fraud'	The making of a false representation or failing to disclose relevant information, or the abuse of position, in order to make a financial gain or misappropriate assets
'Further Competition'	The Further Competition procedure as described in Section 3 (how Services will be bought) of the Framework Agreement.
'GDPR'	The General Data Protection Regulation (Regulation (EU) 2016/679).
'Good Industry Practice'	<p>Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice</p> <p>(https://www.gov.uk/service-manual/technology/code-</p>

	of-practice.html) and the government service design manual (https://www.gov.uk/service-manual)
'Group'	A company plus any subsidiary or holding company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time
'Insolvency Event'	may 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'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) 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; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
'Key Staff'	Means the Supplier Staff named in the SOW as such
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'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 Direction (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'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% 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 termination of any Call-Off Contract
'Management Information'	The Management Information (MI) specified in section 6 of the Framework Agreement
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> • there are omissions or errors in the Supplier's submission • the Supplier uses the wrong template • the Supplier's report is late • the Supplier fails to submit a report
'Material Breach' (Framework Agreement)	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> • Subcontracting • Non-Discrimination • Conflicts of Interest and Ethical Walls • Warranties and Representations • Provision of Management Information • Management Charge • Prevention of Bribery and Corruption • Safeguarding against Fraud • Data • Intellectual Property Rights and Indemnity • Confidentiality • Official Secrets Act • Audit • Assurance
'Material Breach' (Call-Off Contract)	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union

'Order Form'	An order in the form set out in Part A of the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier
'Other Contracting Authorities'	All Contracting Authorities, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> • for the purposes of the Framework Agreement; CCS or the Supplier • for the purposes of the Call-Off Contract; the Supplier or the Buyer, 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'	This has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement and 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'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
'Project-Specific IPRs'	<ul style="list-style-type: none"> • Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or • Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under the Call-Off Contract; but not including the Supplier Background IPRs

'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
'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.
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/ukxi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made), as amended from time to time
'Regulatory 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 the Framework Agreement or the Call-Off Contract
'Release'	The Deliverable for a particular Statement of Work. Its delivery by the Supplier and its acceptance by the Buyer completes the Statement of Work.
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FoIA or the Environmental Information Regulations
'Self Audit Certificate'	The certificate in the form as set out in Framework Agreement Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under this Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS or the Buyer and which would not affect a Comparable Supply
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between

	the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to one Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by Clause 9.18 of the Framework Agreement or the Call-Off Contract
'Subprocessor'	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
'Supplier'	The Supplier of Digital Outcomes and Specialists services who successfully bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice). The identifying details of the Supplier to be bound by the terms of this Call-Off Contract are set out in the Order Form.
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or the Call-Off Contract
'Supplier Staff Liabilities'	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract
'VAT'	Value added tax in accordance with the provisions of the Value Added Tax Act 1994

Part C - The Schedules

Schedule 1 – Requirements

The following is the requirements as Published at the Proposal Stage:

4. DEFINITIONS

Expression or Acronym	Definition
CCS	Means Crown Commercial Service, the Contracting Authority.
DigiTS	Means CCS' existing travel booking site (https://travel.crowncommercial.gov.uk).
PSGTVS	Means CCS' Public Sector Global Travel and Venue Solutions commercial agreement.
RM6013	Means CSS' Public Sector Vehicle Hire commercial agreement.
Maven	Means a build automation tool used for Java projects
MI	Means Management Information
WCAG2.1AA	Means European Accessibility Standard, which is a statutory requirement
Spring Boot	Means an open source Java-based framework
SCSS	Sassy Cascading Style Sheets

5. SCOPE OF REQUIREMENT

5.1 The following is within scope of this requirement:

- 5.1.1 Enhancements and additional functionality associated with the delivery of Phase 2 and Phase 3.
- 5.1.2 Build pipelines to enable easier deployment of fixes and access to source code, including access to existing preprod/prod/test and QA environments;
- 5.1.3 Fixes to enable account lockout after 3 incorrect password passes (Web applications and API)
- 5.1.4 Fixes to address issues identified in a recent IT Health Check, for example updates to the GLUU server environment. GLUU server is used for sign-in with Crown Commercial ID. GLUU server fixes require Linux VM.(External Infrastructure)
- 5.1.5 Fixes to address Stored Cross-Site Scripting (Web Application & API)
- 5.1.6 Improvements to MI reporting functionality.

5.2 The following is out of scope of the requirement:

- 5.2.1 Creating a new travel booking system
- 5.2.2 Integrating to a reporting tool such as Power BI
- 5.2.3 Additional functionality beyond 5.1 requirements

6. THE REQUIREMENT

6.1 Overview

6.1.1 Sections 6.2 to 6.11 is the code for the Crown Commercial Services (CCS) Digital Travel Solutions (DigiTS) phase 2 project, including the associated DigiTS and Crown Commercial ID (CCID) systems.

6.2 Structure

6.3 The project is implemented as a Maven multi-module project, implemented with the Spring Boot framework.

6.4 Currently it consists of the following modules:

- 6.4.1 Digits-poc (needs to be renamed to digits):
- 6.4.2 user-management (needs to be renamed to CCID)
- 6.4.3 digits-cucumber
- 6.4.4 ccid-cucumber
- 6.4.5 common
- 6.4.6 k6

6.5 The digits-poc module is a proof-of-concept. It contains a SpringMVC web application using Thymeleaf for the view layer, and a basic RESTful API.

6.6 The user-management module is a stand-alone user registration and management module. It is used by DigiTS, but is also intended to be used by other CCS software in future.

6.7 The common module contains code that is shared by both DigiTS and User Management.

6.8 The digits-cucumber module is a proof-of-concept showing how Cucumber and WebDriver can be used for automated end-to-end testing.

6.9 The ccid-cucumber module contains Cucumber tests for the Crown Commercial (CCID) application.

6.10 Note that the modules for the Cucumber tests are not included in the parent POM, and so won't be run when the parent is built.

6.11 The K6 module is a proof-of-concept for using LoadImpact's K6 load test framework.

6.12 Building and Running Locally

6.12.1 To build the entire multi-module project, use mvn clean install.

6.12.2 To run the POC module as a stand-alone web application use mvn spring-boot:run -pl digits-poc.

6.12.3 Once the application has started it can be accessed in a web browser using the URL <http://localhost:8080/>.

6.12.4 If you want to run the POC application but don't have Maven installed, you can also start it with `java -jar digits.war`.

6.12.5 To run the User Management module as a stand-alone web application use: mvn spring-boot:run -pl user-management.

6.12.6 Once the application has started it can be accessed in a web browser using the URL <http://localhost:9090/>.

6.13 Note that the default properties of cross-application links assume that you have run configurations set up as above. They also assume that you have both running at the same time.

6.14 Running the Cucumber tests

6.15 Pre-requisites:

6.15.1 Chrome browser installed

6.15.2 chromedriver installed

6.15.3 Environment variables set include:

6.15.3.1 CHROMEDRIVER_PATH - if chromedriver is not in the current directory

6.15.3.2 BASE_URL - the base URL for the environment to be tested

6.15.3.3 BASE_UM_URL - the base URL for User Management

6.15.3.4 USER_PASSWORD - the default password for the environment to be tested

6.15.3.5 cd digits-cucumber

6.15.3.6 mvn clean test

For testing a local installation, BASE_URL should be <http://localhost:8080>.

6.5 Technology Overview

6.5.1 The core technologies for the project are:

- Java 8
- Spring framework, including [Spring Boot](#) and [Spring MVC](#)
- [Thymeleaf](#) for web page templating
- [JUnit](#) and [Mockito](#) for unit testing
- [SLF4J](#) for logging
- [Liquibase](#) for database schema management
- [Cucumber](#) and [Selenium Webdriver](#) for automated end-to-end testing
- [Togglez](#) for feature toggles □ [Swagger](#) for API documentation.
- [Gluu](#) open source Identity Provider (IdP) Linux is required to run GLUU build

6.16 Compiling SCSS to CSS

6.16.1 The SCSS source files are located in digits-poc/src/main/scss.

6.16.2 IMPORTANT: Do NOT edit any of the SCSS files located in digits-poc/src/main/scss/govuk/. Any changes to the styling can be made directly in digits-poc/src/main/scss/digits.scss.

6.16.3 To compile the digits.css you will need to install SASS (if you haven't already). Instruction on how to install SASS on your machine (Linux, Windows, Mac) can be found here: <https://sass-lang.com/install>

6.16.3.1 There are 2 ways to compile the CSS from digits-poc/src/main/scss/digits.scss

6.16.3.2 sass--watch

```
scss/digits.scss:resources/static/assets/stylesheets/digits.      css      --
sourcemap=none It will detect any changes made to digits.scss and compile
automatically
```

6.16.3.3 sassscss/digits.scss:resources/static/assets/stylesheets/digits.css --
sourcemap=none It will simply compile to CSS without watching any further
changes

6.16.4 Please note that both commands will run from digits-poc/src/main/

6.17 Copyright

6.17.1 Copyright (c) Crown Commercial Service 2018.

This source code is licensed under the Open Government Licence

3.0<http://www.nationalarchives.gov.uk/doc/open-governmentlicence/version/3/>

6.17.2 Fixes to ensure website conforms to The Public Sector Bodies
(Websites and Mobile Applications) Accessibility Regulations 2018

6.18 Fixes/Testing

Please note the supplier will have to create build pipelines and setup gluu local build prior to development. jira and confluence licences will be provided but developers will be expected to use their own hardware. it is strongly recommended the supplier sets up g-cloud, as google hangouts and google drive are used for day-to-day shared working.

6.19 Improvements to MI reporting functionality.

6.19.1 The supplier shall ensure that the system has the below functionality:

6.19.2 The system must support access to data and reporting based on multiple levels of hierarchy which exist within a department or at a sub-organisational level

6.19.3 The system must provide the ability for the Customer Mi user to have

- access to all organisations below it in a multiple level hierarchy to view, create and download data, e.g. cost centre detail
- 6.19.4 A Customer MI user must not be allowed to view, create or download data and reports from organisations or departments or cost centres above it in a hierarchy
- 6.19.5 The system must provide options for Customer Admin to either invite travellers/bookers to register or upload profile information
- 6.19.6 The system must allow for bulk upload of traveller/booker profiles
- 6.19.7 The system must provide the ability for a Customer MI user role which is only permitted to view, create and download data and reports
- 6.19.8 A Customer Admin user must be able to assign Customer Admin role to other users regardless of domain name
- 6.19.9 The system must provide the ability for the Customer Admin user to manage users in their own organisation including amend/delete. No data should be deleted in relation to removed users.
- 6.19.10 The welcome email for new users must make it clear that it has been sent from the Customer Admin role in that organisation and who to contact for any issues
- 6.19.11 The system must provide prominent ability to verify their identification using a registered email address or a mobile number (only available with mobile number at present)
- 6.19.12 The system must not provide a feedback option before login is successful
- 6.19.13 The system must provide at least 20 additional custom/flex fields with no validation rules which suppliers can map from their own systems
- 6.19.14 All customer fields must be available on the download of data report
- 6.19.15 The system must notify the supplier user and CCS Contract Owner of the success or failure of file upload containing transactions submitted and transactions successfully loaded. Details of failed transactions must identify the reason for failure and the fields and transactions that failed to load
- 6.19.16 The MI on the front page must show the correct type of travel based on schema
- 6.19.17 MI Missing credit card data: If a customer pays by credit card, there is no invoice number. As this field is blank, the data is rejected. We don't currently know what the data validation criteria is in the MI template. This needs discovery to find out how credit card data can be captured for our suppliers. We need to know for both the booked data and the invoice data template.
- 6.19.18 The system must provide the ability for the Customer Admin role to generate a report which provides a duty of care report showing the last known location of each traveller with a timestamp. Filters must be available to include location and date.
- 6.19.19 The system must maintain an up-to-date schema for suppliers to upload and map data fields from their own systems
- 6.19.20 The provider should provide a permanent and separate environment which has the same functionality and release standard as the main environment for training and testing purposes
- 6.19.21 The system should allow navigation around menu options without further code validation
- 6.19.22 The data download should default to all fields and allow for deselection of fields
- 6.19.23 The system could hold all profile information which would then be available to suppliers as part of the auto-create process
- 6.19.24 The system must support SSO authentication from Customer Organisation access and identity management systems
- 6.19.25 The system could provide dynamic dashboards and reporting displaying graphical information about spend and booking data, e.g. top 10 travellers, top 10 routes etc
- 6.19.26 The system could provide a download of the graphics and underlying transactions relating to dynamic dashboards
- 6.19.27 The system should provide the ability for the Customer Admin to generate a report which provides the summary and detail level of bookers/travellers who have not booked travel within policy to show (but not limited to) the traveller, the booker, the date, the location, offered price, accepted price, reason for override.

- 6.19.28 The system must provide further filters on the download of data including but not limited to service type, booker, traveller, cost centre, point of destination
- 6.19.29 A traveller must be able to download summary and full details of their part and upcoming bookings across all service types in one report
- 6.19.30 The system could generate a report using existing fields which could be used for MISO purposes
- 6.19.31 PSGTVS Suppliers – the option must be available for the CCS Contract Owner to select and link to a Customer Account as appropriate
- 6.19.32 The existing tile for PSTVS (Public Sector Travel and Venue Solutions) must also automatically and seamlessly redirect the booker/traveller to the booking website of the chosen supplier of Public Sector Global Travel and Venue Solutions for their organisation as appropriate
- 6.19.33 The provider must onboard the contracted suppliers for PSGTVS including, but not limited to, full testing, URLs, data schema
- 6.19.34 All customer fields from PSGTVS must be available on the download of data report
- 6.20 IT Health Check and back-end issues are as follows:
 - 6.20.1 The provider must implement a second GLUU server (running version 3.0.2) as a replication partner to enable HA/failover with the existing node
 - 6.20.2 NGIX Update: NGIX is part of the AWS AMI deployed by Elastic Beanstalk and so needs to be changed using Beanstalk environments. When we tested the upgrade environment, build failed due to a change in the Java path where .eb extensions was trying to move certificates to and from an S3 bucket. Therefore some additional configuration needs to be done to the application build and .eb extensions to include the Java path used in the later AWS AMI
 - 6.20.3 Batched reporting investigation: developer assistance needed to investigate batched reporting and user being notified when they are ready
 - 6.20.4 Audit trail for account amendments: A a Contract Owner, It is required that it is possible to trace who has amended (or even accidentally deleted) a user and record this activity in an audit log.
 - 6.20.5 Fixes to improve login and new user onboarding
 - 6.20.6 Fixes to provide a permanent and separate environment for release testing
 - 6.20.7 Implement password security standards in line with GDS password guidelines, for example good password standards and account lockout functionality.
 - 6.20.8 Implement fixes to disable stored cross-site scripting
- 6.21 The provider will be working alongside the Customer Internal developer therefore it is required ongoing knowledge transfer throughout the process and implementation
- 6.22 Full Supported handover with complete documentation of the design will be given to the TechOps at project end.
- 6.23 Perform User testing including Load testing, user testing and WCAG 2.1AA accessibility, compatibility testing will be required.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone /Deliverable	Description	Timeframe or Delivery Date
1	Start point	Within week 1 of Contract Award
2	Delivery of Phase 2	Within week 6 of Contract Award
3	Delivery of Phase 3	Within week 8 of Contract Award
3	Integration, handover and test	By last month of contract

4	Project completion and bug-fixing support prior to live deployment	No later than 4 months after contract award (latest 4 months +1)
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7.2 Exact Dates will be agreed upon issue of each Statement Of Work under the resulting Contract.

8. MANAGEMENT INFORMATION/REPORTING

8.1 The supplier must adhere to Government Digital Service guidelines regarding accessibility to their source code, transparency of regular communication and agile working methods. The output of management information must integrate with CCS' report MI system. CCS will provide a dedicated Delivery Manager to facilitate, who must be included in daily standups and all other regular meetings, as well as having full visibility of JIRA for this project.

10. CONTINUOUS IMPROVEMENT

10.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

10.2 The Supplier should present new ways of working to the Authority during monthly Contract review meetings.

10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY

11.1 Meetings will be held in the most effective format i.e. use of technology instead of face to face meetings where appropriate, provision of electronic report to prevent high paper usage.

12. QUALITY

12.1 Service must be compliant with:

12.1.1 GDS Design Principles (<https://www.gov.uk/guidance/government-designprinciples>) 12.1.2 The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018

12.1.3 NCSC Cloud Security Principles – the service will be subject to CCS initiated IT Health Check (ITHC) and the supplier shall be responsible for any remediation required

14. STAFF AND CUSTOMER SERVICE

14.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

14.4 Any change of key personnel need to be approved with CCS and bio's provided to ensure suitable personnel are appointed in their place, please provide 4 weeks' notice to CCS before the change.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

16.1 Supplier staff working on this project must have SC clearance.

16.2 All information released to the Supplier by CCS shall be treated as OFFICIAL and only stored and/or processed in a manner thought out the contracted period where the security risk exposure is within the risk tolerance of the Authority and the supplier has obtained Cyber Essential certification.

16.3 Further guidance on the obligations of the Supplier to protect the Authorities OFFICIAL data are defined in the para 15 of the call-off contract.

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract v2

<https://www.gov.uk/government/publications/digital-outcomes-and-specialists-4-call-off-contract>

16.4 All Authority OFFICIAL data provided in support of this agreement shall not be used for any other purpose than meeting the Authority's requirements under this Statement of Requirement. At the end of the contract the Supplier shall provide evidence, to the satisfaction of the Authority, that it has been securely deleted all OFFICIAL data.

16.5 The supplier shall take all reasonable measures necessary to ensure that all Authority data and developed software is backed up, as a minimum on a 24 hourly basis, and recoverable within period which is agreed with the Authority.

18. CONTRACT MANAGEMENT

18.1 An initial meeting between the Authority and Successful Supplier will take place at either the Authority's offices in London or the Suppliers offices within one week of contract commencement.

18.2 The Successful Supplier must keep in regular contact via email and telephone, providing progress updates on at least a weekly basis (or more frequently when the project requires).

18.3 The Supplier shall provide a weekly update to the CCS project lead to outline how they are progressing against deliverables for each SOW.

18.4 The supplier shall provide a dedicated account manager with a nominated deputy who can act in their absence.

18.5 The supplier will provide details of their business continuity/disaster recovery arrangements to ensure deliverables are met.

18.6 Attendance at Contract Review meetings shall be at the Supplier's own expense.

20. IPR

20.1 Creation and ownership of IPR for DigiTS will be CCS proprietary owned.

20.2 Additional Terms and Conditions outlined in Attachment 6 - Additional IPR Clauses will apply surrounding IPR ownership.

20.3 No work delivered, developed, created or built that is related to the delivery of all requirements under any resultant Contract will have the IPR retained by the supplier. All IPR will be transferred to CCS throughout the course of any resultant Contract.

20.4 The supplier will advise on the optimal position for CCS.

Schedule 2 - Supplier's response

REDACTED

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Sch 3.1 SOW Details

Date of SOW:	<i>Please enter the first date (on site)</i>
SOW Reference:	<i>DOS-xxx.</i>
Buyer:	<i>Buyer Full Name</i>
Supplier:	<i>Supplier Full Name</i>
Release Type(s):	<i>Please enter here (Release Type(s) can be Adhoc, Inception, Calibration or Delivery)</i>
Phase(s) of Development:	<i>Choose an item (Phase(s) can be Discovery, Alpha, Beta or Live)</i>
Release Completion Date:	<i>Please enter the Release Completion Date</i>
Duration of SOW	<i>Please enter the number of days here</i>
Charging Method(s) for this Release:	<i>Choose an item</i> <ul style="list-style-type: none"> <input type="checkbox"/> <i>Capped time and materials (CTM)</i> <input type="checkbox"/> <i>Price per story</i> <input type="checkbox"/> <i>Time and materials (T&M)</i> <input type="checkbox"/> <i>Fixed price</i> <input type="checkbox"/> <i>Other pricing method or a combination of pricing methods agreed by the Parties</i>

3.1.1 The Parties will execute a SOW for each Release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the Releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

Name	Role	Details

Sch 3.3 Deliverables

3.3.1 To be added in agreement between the Buyer and Supplier

Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role/facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract value

- Remainder of value under overall Call-Off Contract Charge

Where:

Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges - for example in fixed price, if expenses are either to be charged separate and at cost or included within the fixed price].

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

Sch 3.5. Call-Off Contract Extension Period

Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract Period can be added to the term of the Call-Off Contract, to accommodate any changes to the Deliverables, or delay in meeting the Buyer's requirements. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Call-Off Contract period.

Sch 3.6. Agreement of statement of works

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the Supplier:

Name and title	
Signature and date	<u>X</u>

For and on behalf of the departmental Buyer:

Name and title	
Signature and date	<u>X</u>

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4 - Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

Buyer Full Name ("the Buyer")

and

Supplier Full Name ("the Supplier")

1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note: Insert full details of the change including:

Reason for the change;

Full Details of the proposed change;

Likely impact, if any, of the change on other aspects of the Call-Off Contract;

2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.

3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature:	<u> X </u>
Date:	Click here to enter a date.
Name:	Click here to enter text.
Address:	Click here to enter text.

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:	<u> X </u>
Date:	Click here to enter a date.
Name:	Click here to enter text.

Address:

Click here to enter text.





Schedule 5 - Balanced Scorecard

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

Balanced Scorecard

KPI – Performance to Pay Process		
In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':		
<ul style="list-style-type: none"> *Accurate and complete timesheets in a timely manner; *Accurate and complete Acceptance Certificates in a timely manner; *Accurate and complete Supplier Reports in a timely manner; *Accurate and complete invoices in a timely manner 		
Measurement		
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.	<ul style="list-style-type: none"> *Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates. *Inputs are incomplete or inaccurate. 	<ul style="list-style-type: none"> *Inputs are later than 5 working days in the prescribed performance to pay process. *Inputs contain significant errors.
Source: Supplier Reports/ Invoices Owner: To be agreed		

Supplier Name

Performance to Pay 	People - Resourcing 
Partnering 	People - Delivery 

KPI – People (Resourcing)		
Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills/ state of facilities by identifying issues early and in a timely fashion addressing any deficits.		
Measurement		
*Targets met for all resources/ facilities	*targets met for most (50%+) resources/ facilities through no fault of the Buyer;	*target missed for most resources/ facilities requested through no fault of the Buyer;
Source: Project Managers and Wider Buyer team's verification. Owner: To be agreed		

KPI – Partnering Behaviours and Added Value		
*Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.		
Measurement		
<ul style="list-style-type: none"> *No behavioural problems identified. *Buyer workshops attended and positive contributions made. *Added Value recognised by the programme above provision of compensated skilled resource/ facilities 	<ul style="list-style-type: none"> *Some minor behavioural problems. *Supplier only attends some workshops or provides minor contributions. *Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant. 	<ul style="list-style-type: none"> *Significant behavioural problems *Supplier contributions are rare or insignificant and shows little interest in working with other suppliers *No added value contributions recognised by Programme.
Source: Collective feedback on suppliers from both Buyer and other supplier staff. Owner: To be agreed		

KPI – People in Place (Delivery)		
All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.		
Measurement		
<ul style="list-style-type: none"> *No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required. *No problems identified with quality of work/ state of facility *Supplier is making positive team contributions. *Supplier skills/ facilities meet the standards expected. 	<ul style="list-style-type: none"> *Minor issues noted with quality of work/ standard of facilities *Few contributions made within team. 	<ul style="list-style-type: none"> *Resource is swapped out from project due to deficiency in skill-set/ change of facility is required *Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another) *Significant issue with quality of work/ facility noted in a month.
Source: Project Manager and Wider Buyer team Owner: To be agreed		

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On a pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator

4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: cloud_digital@crowncommercial.gov.uk.

The Following are the KPI's for this Contract:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Service Delivery	Supplier to meet Phase 2 agreed milestones agreed at the inception meeting	100%
2	Service Delivery	Supplier to meet Phase 3 agreed milestones agreed at the inception meeting	100%
3	Service Delivery	Supplier to Complete Integration and testing by the date agreed at the inception meeting	100%
4	Service Delivery	Supplier to complete the full project in accordance to the agreed timetable at the inception meeting	100%
5	Customer Service	Supplier to provide sufficient staff to complete the project on time	100%
6	Customer Service	Supplier to provide response to queries raised by the Authority within 4 hours of receipt of query	98%
7	Management Information	Supplier to provide reports in accordance to the Government Digital Guidelines	100%

8	Supplier Performance	Supplier performance issues will be escalated to account manager and resolution sought with CCS	Within 5 days of formal escalation
9	Supplier Performance	Any Security threat, issue or breach relating to any level of IT infrastructure of the delivery partner or CCS to	Within 24 hours of the breach discovered.
		be reported to CCS by the delivery Partner	
10	Variation to contract	Variations to contract will be negotiated between CCS and delivery partner	Commercialise variation within 5 working days of change request
11	Statement of Work (SOW)	Statement of work (SOW) containing Sprint Deliverables for subsequent milestones	To be agreed/commercialised 5 working days before start of next milestone

The Supplier shall provide a robust escalation procedure to help resolve any issues that may arise within project delivery. This should include the provision of a dedicated senior point of contact who can deal with and resolve such issues.

The Authority will maintain a record of Supplier adherence to the agreed service level and performance timelines. Any non-adherence will result in performance review meetings between the Authority and the successful Supplier, to provide a full debrief and explanation as to why the service level agreement was not met. Improvement plans will also be established during these meetings.

If the Supplier falls below the required targets for two (2) consecutive weeks, they shall be expected to work with the Authority through weekly meetings to rectify the situation.

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services are bought (Further Competition process)

Services are bought under this Call-Off Contract using the Further Competition process set out in Section 3 of the Framework Agreement (How Services will be bought).

Schedule 8 - Deed of guarantee

Not Applicable.

Schedule 9 - Processing, Personal Data and Data Subjects

Subject matter of the processing:

DigiTS is a gateway service that allows users access via a secure password to travel booking systems supplied by third parties and as such does not hold or process personal data.

Duration of the processing:

The system uses user name to allow access to the gateway

Nature and purposes of the processing:

Any data is used purely as a user ID to access the gate way, any personal data is then held and processed by the third parties providing the booking service that the gateway gives access to.

Type of Personal Data:

Potentially an email address but no other personal data

Categories of Data Subject:

All users

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:

The data is not retained by DigiTS

Schedule 10 – Alternative Clauses

Not applicable.