



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	824279760817446
Call-Off Contract reference	Prj_5717
Call-Off Contract title	Linkspace software for the Effective Proposal Framework for HMPPS Probation
Call-Off Contract description	Provision of CTRL O's Linkspace Data Management System for HMPPS Probation for the Effective Proposal Framework and the Assisted Premises Bed Tracker software systems.
Start date	19 th June 2021
Expiry date	18 th June 2023
Call-Off Contract value	£364,000.00
Charging method	BACS
Purchase order number	To be provided upon contract signature.

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

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

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

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

From the Buyer	The Secretary of State for Justice on behalf of Her Majesty's Prison and Probation Service The Ministry of Justice 102 Petty France London SW1H 9AJ
To the Supplier	Ctrl O Ltd 0203 474 1200 27 Old Gloucester Road London WC1N 3AX England 08826252
Together the 'Parties'	

Principal contact details

For the Buyer:

HMPPS Probation Lead:

[REDACTED]

Commercial Lead:

[REDACTED]

For the Supplier:

CTRL O Ltd

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 19 th June 2021 and is valid for up to 24 months.
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).

Extension period	<p>This Call-off Contract can be extended by the Buyer for up to 2 period(s) of up to 12 months each, by giving the Supplier 4 weeks written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>
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Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software
G-Cloud services required	[REDACTED]
Additional Services	<p>Additional Services to be provided by the Supplier under this Call-Off Contract are outlined below:</p> <ul style="list-style-type: none"> • The deployment of the Linkspace services software for the Approved Premises Bed framework, including editing records, viewing records, viewing a record's history, and viewing reports. • The deployment of the Linkspace services software for the staff rota management framework, including editing records, viewing records, viewing a record's history, and viewing reports. • Monitoring and supporting the live instance(s) of Linkspace applications • Live instance maintenance activities • Developing support procedures and documentation • The ability to resolve defects, including development, testing and release through the appropriate environments
Location	<p>The Services will be delivered to:</p> <p>[REDACTED]</p>
Quality standards	<p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • Supplier staff who will be delivering these services to the Buyer must hold Baseline Personnel Security Standard (BPSS)

	<ul style="list-style-type: none"> • All Supplier staff with access to the system must conform to BS7858:2012 • All Supplier staff with access to Buyer data must hold Security Clearance (SC).
Technical standards:	<p>The technical standards used as a requirement for this Call-Off Contract are as below. The Supplier is to supply confirmation of the Cyber Essentials certification and ISO27001:2013 to the Buyer within 30 days of Call-Off Contract signature.</p> <p>[REDACTED]</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as below.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p><u>Availability:</u> [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>System Maintenance:</p> <ul style="list-style-type: none"> • Planned Maintenance is defined as any pre-planned maintenance of any of the infrastructure relating to the Services. • Emergency Maintenance is defined as any emergency maintenance of any of the infrastructure relating to the Services, which the Supplier considers necessary from time to time (acting reasonably). • The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, subject to any Planned Maintenance or Emergency Maintenance performed in accordance with service levels set out in this Order Form. • The Supplier will use its reasonable endeavours to provide the Customer with at least twenty-four (24) hours' advance notice of any Planned Maintenance. No Planned

Maintenance will take place on a Saturday unless agreed in advance by both parties.

- The Supplier undertakes that to the extent reasonably practicable Emergency Maintenance will take place between the hours of 00:00 and 06:00 (UK local time) Monday to Sunday and/or between the hours of 08:00 and 12:00 (UK local time) on Saturday and/or Sunday, unless there is an identified and immediate risk to the Customer (or another customer's) environment. Whenever possible, the Supplier shall use its reasonable efforts to provide the Customer with at least six (6) hours' advance notice of any Emergency Maintenance it wishes to carry out.
- The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's Premium customer support services in accordance with the Supplier's Support Services Policy

Service Level Non-Conformance Event

Service Level non-conformance event ("SLNC") happens if the service level falls below the stated availability percentage (excluding Planned and Emergency maintenance periods).

The Buyer will be eligible for service credits on affected services only. Service credits will be calculated as a percentage of the fees for the affected services for the monthly billing period during which the SLNC occurred (to be applied at the end of the billing cycle). Service credit is 5% of the monthly spend. SLNCs directly or indirectly arising from the same cause, event or sequence of events within 72 hours of the earlier SLNC represent a single instance of Service Level non-conformance.

[REDACTED]

In the event of a need to instigate disaster recovery procedures, backups can be used to rebuild the entire system at an alternative data centre.

The Supplier shall follow its internal company archiving procedures for backing-up the Buyer Data as set out in the Service Definition Document. In the event of any loss or damage to Buyer Data, the Buyer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours, including actions such as contracting external data recovery services which are confirmed to be secure and meet the IT Quality and Technical security standards outlined in this Order Form, to restore the lost or damaged Buyer Data from the latest back-up of such Buyer Data maintained by the Supplier. To the extent permitted under applicable law,

	<p>the Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Buyer Data caused by any third party, except those parties subcontracted by the Supplier to perform services related to the maintenance and back up of Buyer Data.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is not required, as the Supplier is the incumbent and currently provides these services to the Buyer.</p>
Offboarding	<p>The offboarding plan for this Call-Off Contract is:</p> <ul style="list-style-type: none"> • On the Contract End Date, the Supplier will return all Buyer Data and Project Specific IPRs owned by the Buyer to the Buyer's designated HMPPS Probation Service Lead. • The Buyer shall download the Buyer's data from the Linkspace system in an agreed data format. The data format is to be confirmed by the Buyer upon notifying the Supplier at least 30 days prior to the Contract End Date of the ending of this Call-Off Contract. • To the extent the Supplier holds any Buyer Data, the Supplier will, upon termination, promptly adhere to the reasonable instructions of the Buyer as to its return or destruction (as the case may be) as per Schedule 7 of this Call-Off Contract. All data will be transferred to a secure location 5 days prior to the Contract End Date. The exact data format, and Buyer hosting location for this software, will be agreed in writing (an email from HMPPS Digital Probation's Service Lead to the Supplier's Primary Contact is agreed as "in writing") by the Buyer and the Supplier, as part of a data transfer plan. This plan for transfer will be created by the Supplier and reviewed by the Buyer. The requirements plan for this data transfer will be agreed between the Buyer and the Supplier 60 days in advance of the Contract End Date. This data transfer will not incur any additional costs to the Buyer or the Supplier under this Call-Off Contract. • There will be a handover/ knowledge/ data transfer period. This is for the EPF information in Linkspace software, the Approved Premise Referrals Database information in Linkspace software, and the Staff Rota Management Database information in Linkspace software. This handover/ knowledge/ data transfer will take place during the last 6 months of this Call-Off Contract term and will be formally agreed in writing between the Buyer and the Supplier at least 90 days prior to the Call-Off Contract End Date. All knowledge transfer is defined as:

	<ul style="list-style-type: none"> ○ Configuration of Linkspace to meet the needs of EPF (including explanation of algorithm fields, user accounts interact) • Any additional knowledge transfer requirements identified before the Call-Off Contract End Date will be agreed in writing (an email from HMPPS Digital Probation's Service Lead to the Supplier's Primary Contact is agreed as "in writing") prior to the Call-Off Contract End Date. This additional knowledge transfer will be provided by the Supplier to the Buyer prior to the Call-Off Contract End Date. This knowledge transfer, or any additional knowledge transfer, will not incur any additional costs to the Buyer or the Supplier under this Call-Off Contract. <p>In performing the above actions, no offboarding charges will be incurred by the Buyer or the Supplier during completion of these offboarding requirements.</p> <p>Any additional offboarding requirements that are identified after the Contract Start Date are to be agreed in writing by both Parties at least 90 working days before the Contract End Date. This agreement for any additional offboarding requirements shall include confirmation of both Parties' responsibilities in enacting and completing these additional offboarding requirements. Any additional offboarding requirements that are mutually agreed in writing shall incur no additional cost to the Buyer under this Call-Off Contract.</p>
Collaboration agreement	N/A
Limit on Parties' liability	[REDACTED]
Insurance	[REDACTED]
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive days.

Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. All audit requirements are as per 7.4-7.13 of the G-Cloud 12 Framework Agreement, and are as the below:</p> <p>7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> 7.4.1 operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers 7.4.2 Services provided under any Call-Off Contracts (including any Subcontracts) 7.4.3 amounts paid by each Buyer under the Call-Off Contracts <p>7.5 The Supplier will provide a completed self audit certificate (Schedule 2) to CCS within 3 months of the expiry or Ending of this Framework Agreement.</p> <p>7.6 The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> 7.6.1 7 years after the date of Ending or expiry of this Framework Agreement 7.6.2 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End 7.6.3 another date agreed between the Parties <p>7.7 During the timeframes highlighted in clause 7.6, the Supplier will maintain:</p> <ul style="list-style-type: none"> 7.7.1 commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations 7.7.2 books of accounts for this Framework Agreement and all Call-Off Contracts 7.7.3 MI Reports 7.7.4 access to its published accounts and trading entity information 7.7.5 proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement 7.7.6 records of its delivery performance under each Call-Off Contract, including that of its Subcontractors <p>7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.</p> <p>7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:</p> <ul style="list-style-type: none"> 7.9.1 provide audit information without delay 7.9.2 provide all audit information within scope and give auditors access to Supplier Staff
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	<p>7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p> <p>7.10.1 the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)</p> <p>7.10.2 any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only</p> <p>7.10.3 the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier</p> <p>7.10.4 any other aspect of the delivery of the Services including to review compliance with any legislation</p> <p>7.10.5 the accuracy and completeness of any MI delivered or required by the Framework Agreement</p> <p>7.10.6 any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records</p> <p>7.10.7 the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date</p> <p>7.11 The Supplier will reimburse CCS its reasonable Audit costs if it reveals:</p> <p>7.11.1 an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period</p> <p>7.11.2 a Material Breach</p> <p>7.12 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a Supplier's appointment) for Material Breach if either event in clause 7.11 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.</p>
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Using all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier. • Providing and supporting the end user device and web browser through which Linkspace is accessed. This includes being responsible for network connectivity from the WAN to the end user access device.

	<p>In relation to the Buyer's Authorised Users, the Buyer shall undertake that, and be responsible for:</p> <ul style="list-style-type: none"> the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time; the Buyer will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; and each Authorised User shall keep a secure password for their use of the Services and the Documentation and that password shall be changed no less frequently than as required by the automatic password changes enforced by the Service and each Authorised User shall keep their password confidential.
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>[REDACTED]</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Who and where to send invoices to	<p>Invoices will be submitted by the Supplier via the Basware eMarketplace.</p> <p>[REDACTED]</p> <p>Post: Ministry of Justice Finance & Accounting Shared Services Connected Limited PO Box 766 Newport, Gwent NP20 9BB</p> <p>[REDACTED]</p>
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Purchase Order Number • Contract Reference Number and Title • Cost Centre Code • Invoice Period • Total number of Buyer Authorised Users who are using the Linkspace system during the invoiced period. • Charges per Buyer Authorised Users who are using the Linkspace system during the invoiced period. • Total number of consultancy days utilised by the Buyer during the invoiced period. • Charges per consultancy days utilised by the Buyer during the invoiced period. • Total number of additional Buyer Authorised Users who are using the Linkspace system during the invoiced period. • Charges per each additional Buyer Authorised Users who are using the Linkspace system during the invoiced period.
Invoice frequency	<p>Invoice will be sent to the Buyer monthly in arrears.</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is £364,000.00</p>
Call-Off Contract charges	<p>The breakdown of the Charges under this Call-Off Contract is as below:</p> <p>All Buyer Authorised User charges will be charged as fixed charges throughout this Call-Off Contract. These fixed monthly charges will not be amended if any additional Buyer Authorised Users are added to the Linkspace system. Fixed Charges for Buyer Authorised Users per month and per annum:</p>

	[REDACTED]
	[REDACTED]
	[REDACTED]

Additional Buyer terms

Performance of the Service and Deliverables	N/A
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	<p>Intellectual Property Rights information has included the below supplementary clause for this agreement. This is as per Clause 11.2 of this Call-Off Contract.</p> <p>11.2 Notwithstanding Clause 11.1 of this Call-Off Contract, the Parties agree that:</p> <p>11.2.1 All IPRs existing in the Linkspace system as at the Start Date of this Call-Off Contract shall be deemed to belong to the Supplier and shall be deemed to be Background IPRs of the Supplier.</p> <p>11.2.2 All IPRs created only by the Supplier in relation to the Linkspace system during the term of this Call-Off Contract, outside of and separate to the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework, shall be deemed to be part of the Linkspace system, and therefore owned by the Supplier.</p> <p>11. 2. 3 all IPRs in relation to the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework System by the HMPPS Probation and the HMPPS Digital team on behalf of the Buyer:</p> <ul style="list-style-type: none"> • existing as at the Start date of this Call-Off Contract and/or • created during the term of this Call-Off Contract shall be deemed to be Project Specific IPRs
Alternative clauses	N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Intellectual Property Rights information has been updated for this agreement. This is as per Clause 11.1 of this Call-Off Contract.</p> <p>Background IPR is defined as the Linkspace software system, owned by the Supplier</p> <p>Project IPR, or HMPPS Developed Products, is defined as:</p> <ul style="list-style-type: none"> • IPR which is developed by the Buyer's HMPPS Probation team, in correspondence with the Buyer's HMPPS Digital, for areas of activities which includes, but is not limited to, any developed module services within the Linkspace hosted system for the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework. This will apply as per the below: <ul style="list-style-type: none"> ○ Examples of routine changes include updates to database and UI content to reflect operational process changes and refinement of data algorithms based on analysis of results over time. Typically, routine changes have required around 3 development days each calendar month. ○ From time to time, Linkspace tools require larger scale changes resulting from wider policy initiatives in HMPPS and MoJ. The Buyer will typically provide detailed descriptions of outcomes, requirements and key features in order for these changes to be impact assessed and for any development to be agreed with the supplier.
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used

1. Formation of contract

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

- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
Signature	[REDACTED]	[REDACTED]
Date	[REDACTED]	[REDACTED]

Schedule 1: Services

The Call-Off Contract is for the provision of CTRL O's Linkspace Data Management System for HMPPS Probation for hosting the Effective Proposal Framework, the Assisted Premises Bed Tracker and the Staff Rota Management modules in the Linkspace Data Management Software System. Linkspace is an open source, low-code business process management (BPM) platform, utilised by HMPPS Probation officers for use of the three modules listed above. It is anticipated that there will

be 18,000 Buyer Authorised users of the Linkspace system over Years 1 and 2 of this Call-Off Contract.

The Buyer requires ongoing support for Linkspace developed software tools for Effective Proposal Framework, the Assisted Premises Bed Tracker and the Staff Rota Management software. This includes:

- support of hosting infrastructure and connectivity for these three modules in the Linkspace system
- support for the software applications, user interfaces and databases in these three modules in the Linkspace system
- including maintenance and development of algorithms which drive the Linkspace software and these three modules in the Linkspace system.

The Supplier will also be requested to provide support to the Buyer. The Support Activities the Supplier shall provide to the Buyer will include, but will not be limited to:

- Monitoring and supporting the live instance(s) of the three Linkspace applications listed above
- Live instance maintenance activities
- Developing support procedures and documentation
- The ability to resolve defects, including development, testing and release through the appropriate environments

The Linkspace API is available to all the Buyer's Authorised Users under this Call-Off Contract. It provides access to all the data viewing and editing functionality of Linkspace, including:

- editing records,
- viewing records,
- viewing a record's history, and
- viewing reports.

The Linkspace system will provide the following additional services:

- Full audit-trail of data and user activity: meets compliance needs
- Data visualisation, easy to configure graphs, individual data views
- Dashboard overview with red-amber-green (RAG) indicators, alerts and approval workflow
- Flexible data-analysis tools, calendar, time-line and sync-matrix data view
- One-step migration alternative to spreadsheets and spreadsheet-based ad-hoc process management

Linkspace is a web-based browser interface, available on the following supported browsers:

- Internet Explorer 11
- Microsoft Edge
- Firefox
- Chrome
- Safari 9+
- Opera

The Supplier's Linkspace system is built entirely on open source software and shall remain as open source software for the duration of this Call-Off Contract. The Supplier's Linkspace system shall abide by open source software, Open Standards and Open APIs, and shall remain compliant with the Technology Code of Conduct and Digital Service Standards.

Consultancy Services

It is anticipated that Supplier Consultancy Services will be required by the Buyer during the lifetime of this Call-Off Contract. The Supplier shall provide consultancy support to the Buyer's designated HMPPS Probation Service Lead, and any other nominated Buyer members of staff by the Buyer's designated Probation Service Lead, to maximise the use of the Linkspace software system for the use by Buyer Authorised Users for the Effective Proposal Framework, Assisted Premises Bed Tracker and Staff Rota Management Framework Linkspace modules.

It is anticipated that up to 20 days of consultancy support from the Supplier will be requested by the Buyer per year during this Call-Off Contract. If the consultancy days are required, the Buyer shall notify the Supplier in the form of written notification from HMPPS Probation's designated Service Lead (an email sent by HMPPS Probation's designated Service Lead to the Supplier's Primary Contact is accepted as in writing). For confirming these consultancy services have been delivered and may be paid via invoice, approval will first be provided by HMPPS Probation's designated Service Lead on behalf of the Buyer. All consultancy charges will be paid by the Buyer within 30 days of receipt of a valid invoice.

If additional consultancy days are required during Year 1, Year 2, or under any extension period(s) of this Call-Off Contract, the Buyer shall notify the Supplier of required additional consultancy services 30 days in advance of the consultancy days being required. The Supplier shall evaluate such request for additional consultancy and shall respond to the Buyer with approval or rejection of the request (such approval not to be unreasonably withheld). The Supplier will then share this specific quote for this additional consultancy work with the Buyer. All additional Supplier consultancy charges will align with the consultancy SFIA Day Rate Level 5 Call-Off Charges as provided under this Call-Off Contract Schedule 2.

The Buyer will review this quote and confirm as to perform this additional consultancy services with the Supplier. Only once Buyer approval in the form of written notification has been received for this quoted specific work from HMPPS Probation's designated Service Lead (an email sent by HMPPS Probation's designated Service Lead to the Supplier's Primary Contact is accepted as in writing), may this additional consultancy work be undertaken by the Supplier. For confirming these additional services have been delivered and may be paid via invoice, approval will first be provided by HMPPS Probation's designated Service Lead on behalf of the Buyer. These additional consultancy charges will be paid by the Buyer within 30 days of receipt of a valid invoice.

Buyer Development to the Linkspace Modules

HMPPS Probation and HMPPS Digital, on behalf of the Buyer, require ongoing development of the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework. In the Supplier's Linkspace system. The Buyer is required to perform these development works against these three listed Linkspace applications only to support regular routine operational changes and less frequent larger scale policy initiatives. This ongoing development performed by the Buyer will include, but not be limited to:

- Examples of routine changes include updates to database and UI content to reflect operational process changes and refinement of data algorithms based on analysis of results over time. Typically, routine changes have required around 3 development days each calendar month.
- From time to time, Linkspace tools require larger scale changes resulting from wider policy initiatives in HMPPS and MoJ. The Buyer will typically provide detailed

descriptions of outcomes, requirements and key features in order for these changes to be impact assessed and for any development to be agreed with the supplier.

This development work performed by HMPPS Probation and HMPPS Digital, on behalf of the Buyer, will be deemed to be Project Specific Intellectual Property, and the Project Specific IPRs for development work performed by the Buyer as per the outlined services above against the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework modules on the Linkspace system will be owned by the Buyer. This will not infringe upon the Supplier's ownership of the Linkspace System, which is deemed as Background IPR and owned by the Supplier.

Buyer Users

If required, the Buyer may, during the Call-Off Contract, include additional User Subscriptions in excess of the number set out in the Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Buyer Authorised Users in accordance with the provisions of these Terms. Where the Buyer is required to include additional User Subscriptions, the Buyer shall notify the Supplier of the additional Authorised Users at least 30 days in advance of these Users needing to be onboarded for this service. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Buyer with approval or rejection of the request (such approval not to be unreasonably withheld).

There will be no additional charges for adding these Buyer Authorised Users to the Linkspace system. Only once Buyer approval in the form of written notification has been received for this quoted specific work from HMPPS Probation's designated Service Lead (an email sent by HMPPS Probation's designated Service Lead to the Supplier's Primary Contact is accepted as in writing), may this work be undertaken by the Supplier.

Buyer Data

The Buyer shall own all right, title and interest in and to all of the Buyer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Buyer's Data.

Schedule 2: Call-Off Contract charges

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

Charges for the Linkspace System

[REDACTED]

[REDACTED]

[REDACTED]

Charges for Consultancy

All consultancy rates will be charged in line with SFIA Day Rate Level 5 in the below table, as per the agreed provision of service for consultancy for this contract. Consultancy charges will be calculated as Time and Materials (T&M) charges. These consultancy charges day rates will remain the same throughout Years 1 and 2 of this Call-Off Contract and will not increase under any additional extension period(s) to this Call-Off Contract.

[REDACTED]

If any additional consultancy days are requested during either Year 1, Year 2 or under any extension period(s) of this Call-Off Contract, the process for agreeing these additional consultancy days will be as per the process outlined in Schedule 1. The charges for any additional consultancy days during Year 1 and Year 2 of this Call-Off Contract and including any extension periods to this Call-Off Contract, will align to the SFIA Day Rate Level 5 in the below table.

[REDACTED]

Standards for Consultancy Day Rate cards

Consultant's Working Day – 8 hours exclusive of travel and lunch

Working Week – Monday to Friday excluding national holidays

Office Hours - 09:00 – 17:00 Monday to Friday

Travel and Subsistence – Included in day rate within M25.

Payable at department's standard T&S rates outside M25 Mileage – As above

[REDACTED]

Customer Benefits

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

[G-Cloud 12 Customer Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

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

- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

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

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, [REDACTED]

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 [REDACTED]

9.2.4 [REDACTED]

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

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

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

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

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

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

Background IPR is defined as:

The Linkspace software system, owned by the Supplier

Project IPR, or HMPPS Developed Products, is defined as:

- IPR which is developed by the Buyer's HMPPS Probation team, in correspondence with the Buyer's HMPPS Digital, for areas of activities which includes, but is not limited to, any developed module services within the Linkspace hosted system for the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework. This will apply as per the below:
 - Examples of routine changes include updates to database and UI content to reflect operational process changes and refinement of data algorithms based on analysis of results over time. Typically, routine changes have required around 3 development days each calendar month.
 - From time to time, Linkspace tools require larger scale changes resulting from wider policy initiatives in HMPPS and MoJ. The Buyer will typically provide detailed descriptions of outcomes, requirements and key features in order for these changes to be impact assessed and for any development to be agreed with the supplier.

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

- 11.2 Notwithstanding Clause 11.1 of this Call-Off Contract, the Parties agree that:
- 11.2.1 All IPRs existing in the Linkspace system as at the Start Date of this Call-Off Contract shall be deemed to belong to the Supplier and shall be deemed to be Background IPRs of the Supplier.
- 11.2.2 All IPRs created only by the Supplier in relation to the Linkspace system during the term of this Call-Off Contract, outside of and separate to the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework, shall be deemed to be part of the Linkspace system, and therefore owned by the Supplier.
- 11.2.3 All IPRs in relation to the Effective Proposal Framework, the Assisted Premises Bed Framework and the Staff Rota Management Framework System by the HMPPS Probation and the HMPPS Digital team on behalf of the Buyer:
- existing as at the Start date of this Call-Off Contract and/or
 - created during the term of this Call-Off Contract
- shall be deemed to be Project Specific IPRs
- 11.3 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.4 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.5 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- 11.6.1 rights granted to the Buyer under this Call-Off Contract
- 11.6.2 Supplier's performance of the Services
- 11.6.3 use by the Buyer of the Services
- 11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- 11.7.1 modify the relevant part of the Services without reducing its functionality or performance
- 11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

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

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

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

11.8.3 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and
the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and
Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6.6 buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

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

14. Standards and quality

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

15. Open source

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

16. Security

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

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

17. Guarantee

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

21. Exit plan

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

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

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

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

- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
 - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition
22. Handover to replacement supplier
- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

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

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

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

25. Premises

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

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

26. Equipment

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

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

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

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

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

Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.

Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.

Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are:
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are:
[REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal information of offenders, who are in prison and on probation in the community, including:</p> <ul style="list-style-type: none">• Forename• Middle Name(s)• Surname• Date of Birth• Prison ID• prison records, including sentence details• Location in the community• Rehabilitation programmes which offenders are enrolled on <p>Personal information for her Majesty's Probation Staff in England and Wales, including:</p> <ul style="list-style-type: none">• Forename• Middle Name(s)• Surname• Staff ID• Job Title• Staff contact information, including work email addresses and work telephone numbers

	<ul style="list-style-type: none"> Office and regional location
Duration of the Processing	<p>The use of HMPPS's data by the Buyer (the Authority) will be used as required by HMPPS throughout this Call- Off Contract. This will start from the Call-Off Contract Start Date to the Call-Off Contract End Date.</p> <p>If this Call-Off Contract is terminated before the Call-Off Contract End Date, the final date of the processing of HMPPS's Data will cease on the amended Call-Off Contract End Date.</p> <p>If there is no extension to this Call-Off Contract, the final date for Processing data will be the Contract Exit date, 18th June 2023.</p> <p>If this Call-Off Contract is extended beyond the Exit Date, the final date for Processing HMPPS's Data will be agreed between the Buyer and the Supplier during the Call-Off Contract Extension period.</p>
Nature and purposes of the Processing	<p>The purpose of this processing is to support the Effective Proposal Framework, Assisted Premises Bed Tracker, and Staff Rota Management Framework modules in the Supplier's Linkspace software system.</p>
Type of Personal Data	<p>Personal information of offenders, who are in prison and on probation in the community, including:</p> <ul style="list-style-type: none"> Forename Middle Name(s) Surname Date of Birth Prison ID prison records, including sentence details location in the community Rehabilitation programmes which offenders are enrolled on <p>Personal information for her Majesty's Probation Staff in England and Wales, including:</p> <ul style="list-style-type: none"> Forename Middle Name(s) Surname Staff ID Job Title Staff contact information, including work email addresses and work telephone numbers <p>Office and regional location</p>
Categories of Data Subject	<ul style="list-style-type: none"> Offenders, who are in prison and on probation in the community Her Majesty's Probation Staff in England and Wales

<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Once the processing of this Data is completed on the Call-Off Contract End Date, the Supplier and the Supplier's Subcontractor(s) shall destroy all Buyer data utilised or held by the Supplier or by any of the Supplier's subcontractors or partners in delivering these services under this Call-Off Contract within 5 working days after the Call-Off Contract End Date. Upon destroying the Buyer's data within this 5 working day period, the Supplier will provide the Buyer with a data destruction certificate relating to personal data destroyed by the Supplier within the time period agreed.</p> <p>If this Call-Off Contract is extended beyond the Exit Date, the final date for Processing Data will be agreed between the Buyer and the Supplier during the Call-Off Contract Extension period. Upon the confirming the final date for Processing Data during any Call-Off Contract extension period, the Supplier and the Supplier's Subcontractor shall destroy all Buyer data utilised or held by the Supplier or by any of the Supplier's subcontractors or partners in delivering these services under this Call-Off Contract within 5 working days after the final date for Processing Data. Upon destroying the Buyer's data within this 5 working day period, the Supplier will provide the Buyer with a data destruction certificate relating to personal data destroyed by the Supplier within the time period agreed.</p>
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