



Crown Commercial Service

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	479832654032403
Call-Off Contract reference	C220884
Call-Off Contract title	Data Modelling Tool
Call-Off Contract description	Implementation, licences and support for the erwin Evolve SaaS Data Modelling Tool
Start date	17/06/2024
Expiry date	16/06/2026
Call-Off Contract value	████████████████████
Charging method	Electronic invoice
Purchase order number	TBC

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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

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

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

From the Buyer	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NX
To the Supplier	[REDACTED]
Together the 'Parties'	

Principal contact details

For the Buyer:

[REDACTED]

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 10/06/2024 and is valid for 24 Months with the option to extend by a further 2 periods of 12 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	This Call-Off Contract can be extended by the Buyer for two periods of 12 months, by giving the Supplier 4 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below. Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service

Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none">• Lot 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>-Implementation Services</p> <p>-Licences, Support and Maintenance Services-</p> <p>AAF-ERW-TB-247 erwin Data Modeler Workgroup Edition - node-locked licence X 4</p> <p>AAE-ERW-TB-247 erwin Data Modeler Workgroup Edition - concurrent-user licence X 2</p> <p>ABD-ERW-PB-247 erwin Web Portal (erwin ER360) unlimited concurrent user license</p> <p>MMY-ERW-SAAS-247 erwin Data Modeler Workgroup Edition & erwin ER360 Platform Advanced Model</p> <p>Term License for two years</p>
Additional Services	Not applicable.
Location	<p>The Services will be delivered to the Buyer remotely unless otherwise agreed between Parties that Service will be delivered on-site at the following location:</p> <p>Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NX</p>

Quality Standards	The quality standards required for this Call-Off Contract are as per service ID number 479832654032403.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are as per service ID number 479832654032403.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are set out in Schedule 1 and as per service ID number 479832654032403.
Onboarding	The onboarding plan for this Call-Off Contract is set out in Schedule 1
Offboarding	The offboarding plan for this Call-Off Contract is set out in Schedule 1
Collaboration agreement	Not applicable.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the Contract Value.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation, or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <p>a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</p> <ul style="list-style-type: none"> • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Appointing a day to day contact who will work as a conduit between Service Delivery Team during set up and indeed the duration of the partnership • Ensuring all those who will access the business Data Modelling Tool have set up computers Laptops/ devices.
Buyer's equipment	Not applicable

Supplier's information

Subcontractors or partners	
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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.
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Payment profile	The payment profile for this Call-Off Contract is payment in full in advance.
Invoice details	The Supplier will issue an electronic invoice. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to NHS Business Services Authority, Stella House, Goldcrest Way, Newburn Riverside, Newcastle upon Tyne, NE15 8NX Email: accountspayable@nhsbsa.nhs.uk
Invoice information required	All invoices must include the call-Off Contract Reference and allocated Purchase Order Number
Invoice frequency	Invoice will be sent to the Buyer in advance of contract commencement. Payment in full in advance.
Call-Off Contract value	The total value of this Call-Off Contract is [REDACTED] for the initial 24 month period.
Call-Off Contract charges	The breakdown of the Charges is: [REDACTED]

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Additional Buyer terms

Performance of the Service	<ul style="list-style-type: none"> As set out in Schedule 1.
Guarantee	Not applicable.
Warranties, representations	The Supplier warrants and represents to the Buyer in accordance with the incorporated Framework Agreement clause 2.3.

<p>Supplemental requirements in addition to the Call-Off terms</p>	<p>In meeting the Supplier obligation within Part B: Terms and conditions 16. Security clause 16.1 the Supplier must:</p> <p>Include within the Security Management Plan the reporting process for third party incidents to support the Supplier requiring reporting breaches of confidentiality.</p>
<p>Alternative clauses</p>	<p>Not applicable.</p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>Insert in Part B: Terms and conditions 13. Buyer Data clause 13.6 the following:</p> <p>the National Cyber Security Centre's (NCSC) offline backups guidance: Offline backups in an online world - NCSC.GOV.UK</p> <p>the National Cyber Security Centre's (NCSC) guidance on secure system administration: Secure system administration - NCSC.GOV.UK</p>
<p>Personal Data and Data Subjects</p>	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1 only</p>
<p>Intellectual Property</p>	<p>Not applicable.</p>

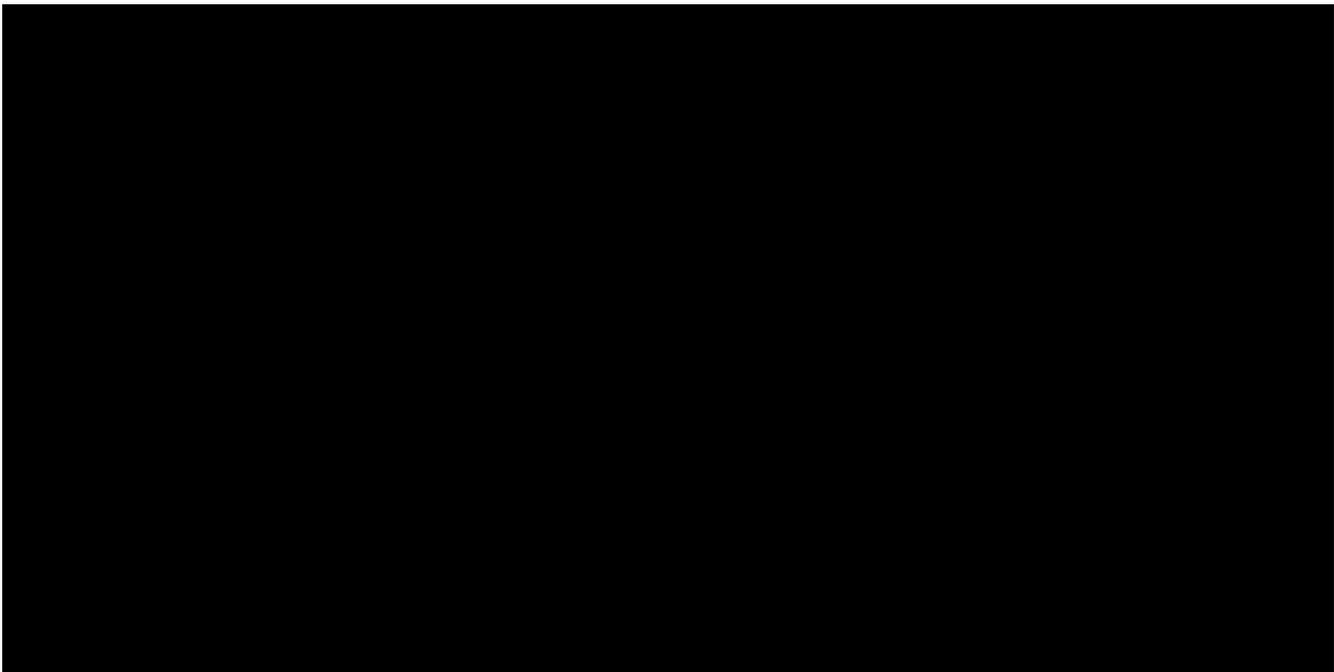
Social Value	The social value commitments are detailed in Schedule 1: Services, mentioned Appendix A-Requirements and Clarification Response within Appendix B Section 2 (Social Value Questions)
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1. Formation of contract

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

2. Background to the agreement

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



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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

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

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

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

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

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

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

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

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

9.4.1 a broker's verification of insurance

- 9.4.2 receipts for the insurance premium
- 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer
- 10. Confidentiality
 - 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.
- 11. Intellectual Property Rights
 - 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
 - 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
 - 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and

related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

- 11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- 11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8 Clause 11.6 will not apply if the IPR Claim is from:
 - 11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.8.2 other material provided by the Buyer necessary for the Services
- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

14. Standards and quality

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
- 17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

21. Exit plan

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

- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

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

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

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

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

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

25. Premises

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

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

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

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

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

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

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

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

26. Equipment

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

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

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

- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

30. Additional G-Cloud services

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

Supplier Name	Sandhill Consultants Ltd
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Appendix A – NHSBSA Data Modelling Tool- MANDATORY requirements

#	Requirement	Mandatory (M)	YES or NO*
1	The tool must support all 3 data model types:1) Typically Conceptual 2) Logical 3) Physical Data Models	M	YES
2	The tool must be compatible with industry-standard data modelling notations UML/ERD or both	M	YES
3	The tool must be compatible with Oracle, PostgreSQL & SQL Server.	M	YES
4	The tool must be capable of reverse engineering to import existing database schemas.	M	YES
5	The tool must be capable of forward engineering capabilities to generate DDL (Data Definition Language) scripts.	M	YES
6	The tool must have ability to comment, annotate, and document data models.	M	YES
7	The tool must provide role-based access control view and edit.	M	YES
8	The tool must support exporting data models and reports in HTML/PDF or both	M	YES
9	The tool must be compliant with the latest version of the NCSC's Cloud Security guidance (Cloud security guidance - NCSC.GOV.UK).	M	YES

*YES = We confirm the Service Offering **does** meet this requirement

NO = We confirm the Service Offering **does not** meet this requirement

APPENDIX B- SECTION 1 QUALITY 60%

QUESTION	1.1	WEIGHT	20 %	WORD LIMIT	1000
SECTION	Functionality and Features				
QUESTION	Please explain how the tool creates data models of different types, supports forward/reverse engineering, publishes and exports diagrams, and handles version control?				
EVALUATION CRITERIA	Your response should address how the tool demonstrate its ability to address and support the following key requirements:				

- The tool should facilitate the creation, management, and synchronization of conceptual, logical, and physical data models. This includes but is not limited to:
 - Conceptual Models: High-level representations of data requirements.
 - Logical Models: Definitions of data structures without physical implementation details.
 - Physical Models: Specifications for how data will be stored and implemented in specific database systems.
 - The tool should support reverse engineering capabilities, enabling the conversion of connected database objects or Data Definition Language (DDL) scripts into data models. This feature should aid in the visualization and documentation of existing database structures.
 - The selected tool should support forward engineering by converting data models into executable DDL scripts suitable for various database management systems. It should seamlessly accommodate a wide array of popular Database DDLs to ensure compatibility with diverse database platforms.
 - The tool must have the capability to export data models in a user-friendly, shareable format. The supported formats should include PDF, XML, and Excel, to facilitate collaboration, documentation, and communication with stakeholders.
- The tool's features for version control, enabling efficient tracking and management of data model changes. Integration capabilities with version control systems. Workflow support for version control to streamline collaboration among users.

Supplier Response and Word count

Word Count: 796

The overall solution consists of a thick client for data modelling (the Data Modeler), a central database repository (the Mart), a web application for managing the repository and connections to it (the Mart Portal), and a web application allowing read-only access to model diagrams and metadata through a web browser (ER360).

Data Modeler users perform data modelling tasks such as model creation, forward and reverse engineering, and model comparison/synchronisation, on the client application with the option of saving data models to the Mart repository.

The Data Modeler makes use of two model layers: Logical, in which objects are database independent and uses business perspective naming conventions, and Physical where DBMS specific features are available and database naming conventions can be applied. Users are not restricted to set levels of detail within either model type, instead using 'Display Levels' to control the level of detail, including Entity-only, Definition, and Attributes.

A third model type, a combined model, gives both a Logical and Physical view over the same objects. If separate models are required for each design stage a tool is available to derive one model from another, such as a physical model from a logical, which are subsequently linked together such that changes applied to one model can be synchronised to the other.

Models can be created either from scratch, or by reverse engineering from an existing database. Connection method(s) vary depending on the DBMS being used, all support direct connect to the source system, and the majority also support reverse engineering from a script file such as DDL. Filters on object type and Schema/Table instances are provided to refine the reverse engineering scope, though exact

terminology and levels of table filter depends on the DBMS. A default diagram containing all selected objects is created automatically at the conclusion of the reverse engineering.

Database connections are bi-directional, allowing users to forward engineer (FE) their models and create a corresponding DDL/SQL script. Should a database connection between the Data Modeler and the target system be available the user can run the resulting script to create/modify the target database from within the forward engineering tool.

Alternatively, DDL scrips can be saved to the local file system or to a git repository (GitHub, GitLab) if the model is saved within the Mart Repository.

As with the reverse engineer, full customisation of the FE scope is possible, filtering both by table instance and by object type.

To facilitate sharing models with non-users a dedicated reporting tool is provided within the Data Modeler to grant users the ability to generate and preview report results within the tool before exporting to one of three outputs: CSV, PDF or HTML. Text based reports are supported by all three whilst the latter two can optionally include diagrams.

Report content is based on a template in which users first select the object types of interest, followed by the relevant object properties. A number of predefined templates are included with the report tool which can be used as-is, or modified to suit the user’s needs, otherwise a new template can be created if a suitable base template does not exist.

Any template that has been created or modified can be saved as a separate file and freely re-used or shared between other users, meaning a report only has to be defined once.

In addition to customising the report content, depending on the output format a number of customisation options are available for the report aesthetics.

If a user only requires a diagram to be exported a second tool, Diagram Picture, exports just an image of the currently open diagram. Supported formats include but not limited to: EMF, PNG and PDF.

Version control for models is controlled by the Mart Portal and applies only to models stored within the Mart. By default, the latest version of a model will be opened, though users have the option to select previous versions of a model. Creation date and associated user account is also listed for each version. For critical work, a ‘lock’ can be placed on a model restricting the changes a second user can make to a model whilst open by the lock holder, ranging from deletion protection to update limits preventing any other user from committing a model update until the lock is removed.

If a change is applied, then subsequently saved it will become the newest version of the model. A ‘Version Compare’ tool provides users with the ability to compare any two versions of the same model and view any differences. As with other tools the scope can be limited to set object types of instances and will highlight both objects which either exist in one version but not the other, and objects present in both, but differ in their properties, such as name and/or description.

QUESTION	1.2	WEIGHT	10 %	WORD LIMIT	750
SECTION	Interoperability and Integration				
QUESTION	Please detail how the tool integrates with other databases which are on-prem and in cloud services?				
EVALUATION CRITERIA	The response will be assessed against the extent to which it demonstrates the tool can meet the following requirements:				

- Integration with On-Premises Databases: The tool's ability to connect and interact with databases hosted within our on-premises infrastructure typically Oracle, SQL Server, Postgres.
- Integration with Cloud Databases: The tool's capacity to integrate seamlessly with databases hosted in popular cloud platforms (e.g., AWS, Azure, Google Cloud).

Supplier Response and Word count

Word count: 332

erwin Data Modeler supports a number of different database management systems both on-prem, such as SQL Server, and cloud systems, such as Google BigQuery. Connection methods include:

- ODBC
- JDBC
- DBMS specific connection string
- Direct connections
- Local files (for JSON/Avro)

Each DBMS will support one or more of the example connection types, with the exact support varying for each. As an example, Google BigQuery uses a JSON key file as the only method.

SQL Server can use ODBC, JDBC or the Native Client connectivity if installed, the same also applied to SQL Azure instances.

A common GUI is used for setting up a database connection regardless of connection method and DBMS, text fields are updated accordingly based on the user's selected method. Only metadata is read during reverse engineering, no data is read or copied by the Data Modeler. Both reverse and forward engineering is supported.

Full list of supported source DBMS and the corresponding connection method(s):

- AlloyDB - ODBC
- Amazon KeySpaces – Direct via Hostname/port.
- ArangoDB – Direct via Hostname/port.
- Avro – From script file
- Azure Synapse – ODBC or JDBC
- Cassandra – Direct via Hostname/port or connection file
- Couchbase - Direct via Hostname/port or connection string
- Databricks – ODBC or JDBC

- DB2 for I – ODBC or JDBC
- DB2 for LUW - ODBC
- DB2 for z/OS - ODBC
- DynamoDB – Direct connection, options depend on whether source is cloud hosted or local.
- Google BigQuery – Direct via JSON key file
- Hive – ODBC
- Informix – ODBC or JDBC
- JSON – Direct from file
- MariaDB – ODBC or JDBC and Hostname
- MongoDB – Direct connection via Hostname/port, or via connection string
- MySQL – ODBC or JDBC and Hostname
- Neo4j - Direct via Hostname/port
- Netezza – ODBC
- Parquet – Direct from file
- Oracle – ODBC or JDBC via Instance name and connection string. Includes cloud instances.
- PostgreSQL – ODBC
- Progress – ODBC or JDBC
- Redshift – ODBC
- SAP ASE – ODBC or JDBC
- SAP IQ – Server and Database name
- SAS – ODBC, JDBC or Direct
- Snowflake – ODBC or JDBC via connection string
- SQL Server Inc Azure – ODBC, JDBC or SQL Native Client
- Teradata – ODBC or JDBC

QUESTION	1.3	WEIGHT	20 %	WORD LIMIT	750
SECTION		Compliance and Regulations			
QUESTION		Please explain how the tool complies with standard security standards.			
EVALUATION CRITERIA		<p>The response will be assessed against the extent to which it demonstrates the Service Offering meets the standards and requirements set out below.</p> <p>The selected tool must demonstrate its ability to address and support the following key requirements:</p> <ul style="list-style-type: none"> • Data Encryption and Access Control: The tool's encryption protocols for data both in transit and at rest. Access control measures that restrict unauthorized access to sensitive data. Compliance with encryption standards recommended by NCSC. • Identity and Access Management (IAM): IAM features provided by the tool, including authentication and authorization. Integration capabilities with identity providers and multi-factor authentication solutions. Alignment with NCSC's IAM best practices • Network Security: Measures taken to secure network traffic and communications. Compliance with recommended network security configurations. Support for secure network architectures as per NCSC guidelines. • Regulatory Compliance: The tool's adherence to data protection and privacy regulations, such as GDPR. Availability of features that support compliance with NCSC's recommendations regarding regulatory standards. • Provide compliance details for NCSC's Cloud Security guidance. 			
Supplier Response and Word count					
<p>Word Count: 144</p> <p>Note that the system does not store personal data and so is compliant with data protection and privacy regulations by default.</p> <p>SSL/TLS encryption is supported for data in motion. Data at rest is not encrypted. Access control to the central repository is by role-based permissions applied at whole repository, library, sub library, down to individual data model level.</p> <p>For connecting to the Mart from the Data Modeler, the system supports</p> <ul style="list-style-type: none"> • server based authentication • Windows authentication • LDAP 					

- Azure AD with OAUTH2
- SAML 2.0

The Mart and Mart Portal are available as on-prem or SaaS options. The SaaS option is based on Microsoft Azure.

Microsoft Azure datacentres have the highest possible physical security and are considered among the most secure and well protected datacentres in the world. They are subject to regular audits and certifications including Service Organization Controls (SOC) 1, SOC 2 and ISO/IEC 27001:2005.

QUESTION	1.4	WEIGHT	20 %	WORD LIMIT	1000
SECTION	Collaboration and Teamwork				
QUESTION	Please detail how the tool supports Storage & Sharing. Please include in your response an explanation of the Technical Support Queue. Please also detail SLAs and how you will support any training needs during implementation and onboarding of the tool.				
EVALUATION CRITERIA	<p>The response will be assessed against the extent to which demonstrates the tool's ability to address and support the following key requirements:</p> <ul style="list-style-type: none"> • The tool should facilitate the ability to publish Data Model into a Central Repository for enterprise-wide sharing with stakeholders. • The tool's capacity for data model storage, ensuring data security and accessibility. Features for easy data sharing, including role-based access control and integration with popular file storage and sharing platforms. • Detailed descriptions of the technical support queue types offered, including but not limited to phone support, email support, and chat support. Service Level Agreements (SLAs) for each support queue type, specifying response times, issue resolution times, and availability. Escalation procedures for handling critical issues. • Availability of training resources and materials for tool onboarding. Training methods, such as documentation, video tutorials, or live training sessions. Customization options for training to meet the organization's specific needs. 				
Supplier Response and Word count					
Word Count: 558					
<p>Central Storage As mentioned in the response to Q 1.1, Data Modeler users normally save their models to the Mart repository.</p>					

Access to the Mart is controlled by role-based permissions, with Administrator, Architect, Modeler, and Viewer profiles being available out of the box. Mart administrators and architects use the Mart Portal to structure the Mart repository into a folder hierarchy, create users, and assign permissions to users over relevant parts of the Mart structure. Administrators can also create custom permission profiles as needed.

The Mart Portal allows for integration with Git repositories for storing DDL generated in forward engineering. Users can view DDL shared with Git and compare different versions to highlight differences.

The Mart Portal also provides facilities for central definition and management of naming standards and modelling compliance rules.

Enterprise Metadata Sharing

Models stored in the Mart can be published to ER360, a web application that facilitates searching and browsing of model diagrams and metadata through a web browser.

ER360 administrators can create ER360 users and assign permissions to view the relevant published models in a similar way to how Mart users are managed.

As well as browsing and searching models, users can collaborate by sharing links and making comments on diagrams and metadata.

Support

Quest provides support through email, telephone, social media forums and through a dedicated support portal. Service requests are assigned a severity level from 1 (business critical), through 4 (nominal impact or general question). Issues can only be raised or escalated to level 1 by telephone. Quest aim to provide an initial response to issues raised as follows:

Level 1 within 1 hour

Level 2 within 2 hours

Level 3 within 4 hours

Level 4 within 1 business day.

Service Request Process

1. Quest assigns a unique service request number (in the format of "SR Number") to all requests for assistance. These service request numbers allow them to prioritize and track all service requests through resolution and allow users to get a status update of the service request via our support portal.
2. All service requests are assigned a severity level and are placed in a queue to be processed by the next available Support Engineer. A Support Engineer takes ownership of the service request and sees it through to successful resolution.
3. The Support Engineer will contact the user, gather any additional information needed, and will investigate to determine the proper course of action. This may require the engineer to re-create the issue, work with our development team, and help you with configuration of the software.
4. If the Support Engineer and development team determine that the issue is a product defect, a defect ID and priority level will be assigned to the issue. If the defect is a high priority and a hotfix is planned, the Support Engineer will notify the user of its availability.

In addition to the support offered by Quest, Sandhill offer additional support as the first point of contact where we aim to resolve how-to queries and manage initial interaction with the Quest support process if required.

Documentation and Training

All product documentation and some tutorials are freely available on the erwin Bookshelf website. Further resources are available on the Sandhill website.

Training is available from Quest and Sandhill either onsite or via instructor-led web sessions and can be tailored to the needs of the customer.

APPENDIX B - SECTION 2 Social Value - Fighting Climate Change 10%

QUESTION	2.1	WEIGHT	5%	WORD LIMIT	750
SUBJECT	SOCIAL VALUE - FIGHTING CLIMATE CHANGE				
QUESTION	<p>In line with the Social Value Model Policy Outcomes Theme 3 – fighting climate change (Social Value Model) detail how, through the delivery of the Framework Agreement you (or Sub-Contractors) plan to minimise your impact on the environment.</p>				
REQUIRED STANDARD: YOUR RESPONSE WILL BE ASSESSED AGAINST THE EXTENT TO WHICH IT ANSWERS THE QUESTION, MEETS THE STANDARDS AND REQUIREMENTS SET OUT IN THE AGREEMENT AND DEMONSTRATES THE FOLLOWING ASPECTS:	<p>Detail how, through the delivery of the contract you will commit to undertake and monitor the following:</p> <ul style="list-style-type: none"> • To provide forecasted baseline for the emissions generated in contract year 1 • What activities you will undertake to reduce emissions generated in the performance of the contract (represented as both tCO₂e and as a % of the baseline emissions) • Annual carbon reporting for activities related to the contract 				
Supplier Response and Word count					
<p>Word Count: 536</p> <p>Generally speaking Sandhill and the software vendor Quest Software responsible for the solution we are submitting as part of the RFP, do not provide forecasted emissions. Emissions will be negligible/zero during the contract if granted. Support is provided online or via the telephone and software delivery is electronic, so the only emissions generated are due to the electricity used to power the computers required for install, implementation and production, these would likely be in play anyway.</p> <p>In the last few years Sandhill have shut down areas of their offices, and more staff now work from home reducing the need for car or rail journeys, and therefore reducing carbon emissions greatly.</p>					

As a company Sandhill will identify and implement activities to reduce emissions generated in the performance of the contract, such as improving energy efficiency, switching to renewable energy sources, reducing waste and water consumption, promoting low-carbon transport, and offsetting unavoidable emissions.

We will also seek external verification and certification of our carbon reporting, where possible.

Sandhill have committed to the following as part of their efforts toward fighting climate change.

Environmental Awareness - POLICY STATEMENT

It is the policy of Sandhill Consultants Limited (Sandhill) to minimise the potentially significant impacts of our operations and services on the environment. We will promote sustainability and environmental awareness at all levels of decision making.

In defining our program of improved environmental performance and pollution reduction, Sandhill will:

- Comply with the letter and spirit of all relevant environmental legislation.
- Adopt a purchasing program that takes into account the environmental impact of products and services in areas of key concern.
- Implement waste management strategies that promote waste minimisation, re-use, recovery and recycling where appropriate. Where these options are not available we will ensure that our waste is disposed of in a way that minimises its impact on the environment.
- Promote efficient energy use in all areas of business activity.
- Seek to manage and reduce internal and client-facing travel.
- Ensure that our staff are aware of the environmental impacts of their work activities and encourage them through awareness raising and training to minimise those impacts.
- Pursue a program of continuous improvement of our policies and practice.
- Ensure that our policy is available for public review on request.

This policy will be reviewed on a regular basis to evaluate continued relevance and to monitor compliance and in turn look to conform with ISO 14001.

The Sandhill Policy Statement is signed off by Simon Carter, CEO.

Quest Software also commit to the following in fighting climate change.

Quest Software International Ltd – ENVIRONMENTAL POLICY STATEMENT

The key points of Quest's strategy to achieve this are:

- Minimise waste by evaluating operations and ensuring they are as efficient as possible.
- Minimise toxic emissions through the selection and use of its fleet and the source of its power requirement.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Source and promote a product range to minimise the environmental impact of both production and distribution.

- Meet or exceed all the environmental legislation that relates to the Company.
- Use an accredited program to offset the greenhouse gas emissions by our activities.

Quest Software's Environmental Policy Statement is signed off by LuAnn Johnson, Chief HR Officer HR/Communications/Facilities and Real Estate.

QUESTION	2.2	WEIGHT	5%	WORD LIMIT	750
SUBJECT	SOCIAL VALUE - FIGHTING CLIMATE CHANGE				
QUESTION	In line with the Social Value Model Policy Outcomes Theme 3 – fighting climate change (Social Value Model) detail how, through the delivery of the Framework Agreement you (or Sub-Contractors) plan to minimise your impact on the environment.				
REQUIRED STANDARD: YOUR RESPONSE WILL BE ASSESSED AGAINST THE EXTENT TO WHICH IT ANSWERS THE QUESTION, MEETS THE STANDARDS AND REQUIREMENTS SET OUT IN THE AGREEMENT AND DEMONSTRATES THE FOLLOWING ASPECTS:	<p>At NHSBSA we view protecting the environment as a priority, for instance when any business travel is considered.</p> <ul style="list-style-type: none"> • Detail how, through the delivery of the contract you will engage and monitor staff, suppliers, customers, and communities in supporting environmental protection and improvement 				

Supplier Response and Word count

Word Count: 628

Sandhill are committed to protecting the environment and reducing our environmental impact through our business practices. We will engage and monitor our staff, suppliers, customers, and communities in supporting environmental protection and improvement in the following ways:

- We will encourage training and awareness sessions for our staff on environmental issues and best practices, such as energy efficiency, waste management, recycling, and green procurement.
- We will encourage our suppliers and sub-contractors to adopt eco-friendly practices and products, such as using renewable energy sources, biodegradable packaging, and organic materials.
- We will communicate with our stakeholders about our environmental goals and achievements and seek their feedback and suggestions on how to improve our environmental performance. We will also promote environmental awareness and education to our stakeholders and provide them with information and guidance on how to reduce their environmental impact. Sandhill will share our environmental goals and achievements on request.

- We will encourage staff to participate in and promote environmental events and campaigns, such as Earth Day, World Environment Day, and Clean Air Day.
- Increasing the use of low or zero carbon vehicles, such as electric, hybrid or hydrogen vehicles, in our fleet, where possible.
- Improving the fuel efficiency and maintenance of our vehicles, by using better fuel, changing the oil and air filter regularly, checking the tyre pressure and turning off the air conditioning when possible.
- Encouraging our staff and customers to use public transport, cycling or walking whenever possible, and providing incentives and facilities to support this behaviour change.

Underpinning the points above Sandhill have committed to the following as part of their efforts toward fighting climate change.

Environmental Awareness - POLICY STATEMENT

It is the policy of Sandhill Consultants Limited (Sandhill) to minimise the potentially significant impacts of our operations and services on the environment. We will promote sustainability and environmental awareness at all levels of decision making.

In defining our program of improved environmental performance and pollution reduction, Sandhill will:

- Comply with the letter and spirit of all relevant environmental legislation.
- Adopt a purchasing program that takes into account the environmental impact of products and services in areas of key concern.
- Implement waste management strategies that promote waste minimisation, re-use, recovery and recycling where appropriate. Where these options are not available, we will ensure that our waste is disposed of in a way that minimises its impact on the environment.
- Promote efficient energy use in all areas of business activity.
- Seek to manage and reduce internal and client-facing travel.
- Ensure that our staff are aware of the environmental impacts of their work activities and encourage them through awareness raising and training to minimise those impacts.
- Pursue a program of continuous improvement of our policies and practice.
- Ensure that our policy is available for public review on request.

This policy will be reviewed on a regular basis to evaluate continued relevance and to monitor compliance and in turn look to conform with ISO 14001.

The Sandhill policy document is signed off by CEO Simon Carter.

Quest Software our partner and software supplier also commit to the following in fighting climate change.

Quest Software International Ltd – ENVIRONMENTAL POLICY STATEMENT

The key points of Quest's strategy to achieve this are:

- Minimise waste by evaluating operations and ensuring they are as efficient as possible.
- Minimise toxic emissions through the selection and use of its fleet and the source of its power requirement.

- Actively promote recycling both internally and amongst its customers and suppliers.
- Source and promote a product range to minimise the environmental impact of both production and distribution.
- Meet or exceed all the environmental legislation that relates to the Company.
- Use an accredited program to offset the greenhouse gas emissions by our activities.

Quest Software's Environmental Policy Statement is signed off by LuAnn Johnson, Chief HR Officer
HR/Communications/Facilities and Real Estate.

Appendix B – Service Definition:



St. John's Court
Brewery Hill
Grantham
NG31 6DW UNITED
KINGDOM

SERVICE DEFINITION DOCUMENT

Sandhill Consultants Limited

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'Sandhill has been providing industry-acclaimed solutions, services and training to businesses, organisations and individual professionals since 1989'

Sandhill Consultants Limited is a globally recognised elite erwin, Inc. Diamond Concierge Partner and the leading expert in the Middle East, Europe & Africa for erwin software products. We provide software licences and support as well as world class training and consultancy in all erwin Modelling and Metadata Management Products which include, erwin DM, erwin DM NoSQL, erwin Web Portal, erwin Data Intelligence, erwin Safyr Option & erwin Evolve for EA and Business Process.

From installation, through implementation, to best usage and support, Sandhill provides a collaborative approach when it comes to consultancy; providing assistance for all of our software products. We have been delivering solutions built on knowledge, skills and first-hand experience for nearly 30 years, with honesty and integrity to bring benefits to clients who choose to partner with Sandhill beyond those that they might typically expect.

Sandhill offer a wide range of services, including education and training, consultancy, software upgrades, support, implementation and custom solutions to fit your needs. With bases in both the UK and Canada, Sandhill is truly an international consultancy, serving organisations across the globe, in locations throughout Europe, Africa, the Middle East and the Americas.

Purchasing from Sandhill

'Using our knowledge and experience Sandhill guide our clients towards the right balance between cost incurred and benefit realised'

Sandhill's experienced team have supported successful implementations of process and system solutions in a range of industry sectors. We have worked in many organisations, in both public and private sector, blue-chip and SME. In some areas we have been actively involved with the same clients for more than 20 years.

Software implementations inevitably vary from client to client, reflecting each customer's particular circumstances. By their nature, we typically become involved in the larger software projects with more impact at the 'enterprise' level. However, we don't believe that there is one 'right answer', but there are a lot of wrong ones. Using our knowledge and experience we guide our clients towards the right balance between cost incurred and benefit realised.

Client's may trial an "out of the box" configuration of their desired solution for an agreed period of time, to assess whether these standard features meet their essential requirements. Typically, this approach is adopted where the tool is required to support existing processes and to deliver efficiencies in the way these operate.

Where specific requirements are not adequately addressed by the standard configuration, Sandhill will help to configure the software to ensure client expectations are achieved. We are available throughout the period of product evaluation and can provide online and on-site software demonstrations to key stakeholders where further discussion and guidance is required.

Our desire is to ensure that our valued clients purchase the solution that provides the best fit for their individual requirements, fostering a solid working relationship from the point of first contact.

Sandhill's Product Offering

'Sandhill supplies enterprise-focused software from established vendors, with a reputation for providing excellent solutions. Our choices of product are always highly regarded and often best-in-class'

Enterprise Modelling

A picture paints a thousand words and having the appropriate picture for the job is critical. erwin provides graphical modelling solutions to support the applicable industry standard methods and notations for your enterprise, process and data architectures.

erwin Data Modelling erwin's data modelling products provide industry-leading data modelling solutions that enable both business and technical stakeholders to develop complete and contextual views of their enterprise data architectures.

- **erwin Data Modeler** erwin DM allows organisational stakeholders to discover, understand, govern and socialise data assets to mitigate risk and improve performance. Integrating traditional data governance capabilities (business glossary, data dictionary and catalog, lineage mapping, policy authoring) with data modeling, EA and BP modeling for strategic value with data impact analysis.
- **erwin DM NoSQL**
erwin DM NoSQL gives business and technical stakeholders a complete and contextual view of their document database assets. Users can discover, visualise, document, design and deploy document database instances in an efficient and cost-effective way, mitigating the risks inherent to managing mission critical data assets.
- **erwin Web Portal** erwin Web Portal allows anyone in the organisation to easily visualise important metadata stored in erwin Data Modeler solutions. Authorised users can use a customisable web-based interface to visualise important data assets – whether they are creating data models or need to understand modelled information. Intuitive and accessible user interface.
- **Safyr**
Safyr allows you to extract metadata from a wide range of ERP, CRM and other cloud-based systems and convert their proprietary data dictionaries, complete with customisation's, into intuitive erwin data models. This helps you understand the data structures and definitions, enabling you to reduce the risk inherent in complex data management processes and better leverage your strategic information assets.

erwin Evolve for Enterprise Architecture/Business Process erwin Evolve is a full-featured, configurable enterprise architecture (EA) and business process (BP) modeling and analysis software suite. Its automated visualisation, documentation and enterprise collaboration capabilities turn EA and BP artefacts into insights both IT and business users can access in a central location for making strategic decisions. Map IT capabilities to the business functions they support and determine how people, processes, data, technologies and applications interact to ensure alignment and agility in achieving enterprise objectives, including digital transformation, cloud migration, portfolio and infrastructure rationalisation, regulatory compliance, mergers and acquisitions, and innovation management initiatives.

- **erwin EA Agile** erwin EA Agile delivers enterprise architecture (EA) and change analysis, allowing you to manage complex EA models to drive business transformation. erwin EA Agile enables business and technical stakeholders to get a complete and contextual view of their architecture assets to plan, govern and manage change with greater agility, efficiency and cost effectiveness while mitigating business transformation risks. The core of the cloud-based erwin EA Agile platform is collaboration and ease-of-use.

erwin Data Intelligence

erwin Data Intelligence Suite is concerned with the enterprise-wide definition, management, analysis, transformation, and movement of metadata to provide support for the provision of reliable information. Enabling business stakeholders with the ability to view data that is complete and relevant to their context and needs for improved decision making.

- **erwin Data Catalog** erwin Data Catalog (erwin DC) automates enterprise metadata management, data mapping, code generation and data lineage for data movement and/or integration and modernisation of the architecture. The solution harvests metadata from a broad variety of data sources and maps data elements from source to target, including “data in motion,” while harmonising data integration across platforms.
- **erwin Metadata Manager** erwin Metadata Manager creates and maintains a sustainable metadata foundation for data preparation, management, governance and consumption. It automates manual tasks to increase efficiencies, quality and time to value for data development and deployment.
- **erwin Mapping Manager** erwin Mapping Manager automates data mapping throughout the enterprise data integration life-cycle, providing data visibility, lineage and governance.
- **erwin Reference Data Manager** erwin Reference Data Manager manages reference data of all types to provide visibility, control and consistency, reduce costs and ensure accuracy and consistency of use across enterprise systems.
- **erwin Business Data Profiling** erwin Business Data Profiling enables a data steward to maintain the quality of their data and ensure that the data is suited for its business usage. It provides data inspection functions for the purposes of qualitative assessment of data based on their metadata definitions and business rules allowing Data Stewards to manage the integrity and quality of the data sources.
- **erwin Lifecycle Manager** erwin Lifecycle Manager helps data mapping project teams using erwin Mapping Manager centralise the management of data integration projects, including the requirements, design, testing and release phases. The solution accelerates project delivery, improves quality, and reduces costs by improving coordination and reducing expensive rework.
- **erwin Smart Data Connectors**
Optional automation and developer productivity tools that harvest data-in-motion directly from a broad variety of code types and industry standard tools and languages (BI, ELT, ETL). Create accurate visibility, improved processes and integrate data consumption platforms with reusable code, saving considerable time and money.
- **erwin Data Literacy** erwin Data Literacy (erwin DL) enables data stewards to curate and govern data assets so data consumers can discover data relevant to their roles and understand it within a business context. By creating data communities and promoting data fluency, it ensures stakeholders have an integrated and contextual view of the semantic, business and technical aspects of the entire data landscape.
- **erwin Business User Portal** erwin Business User Portal is a web-based, self-service portal geared primarily toward business users to facilitate easy access and collaboration around data asset discovery, consumption and governance.
- **erwin Business Glossary Manager** erwin Business Glossary Manager gives data assets business context (terminology, policies, rules) to ensure business visibility, understanding and alignment, thus lowering governance costs, reducing data discovery and analysis cycles, while dramatically accelerating the time to meaningful insights.

Pricing

The erwin software provided by Sandhill is sold with either one or three-years of maintenance and support included. Pricing may be requested by contacting Sandhill at info@sandhill.co.uk or our switchboard on **+44 (0)**

1476 568 708, a quotation will be distributed after discussion to ensure that the correct products are being offered to meet the business need. Quoted pricing will remain valid for orders received within 30-days of the quote being provided, but we will be happy to discuss further extensions to this term as and when procurement processes or periods of product evaluation continue beyond this.

Software purchased to include three-years of maintenance and support affords some discount over the one-year licence option and also protects against future price increases during this term, these increases may be implemented for ongoing annual maintenance renewal pricing. There are no volume discounts available for the erwin software, but Sandhill will always do our utmost to ensure fair pricing for our clients and are happy to discuss licence requirements and budget constraints to ensure the optimal solution is provided.

Where licences are purchased in addition to existing erwin software it will not be possible to coterminate the new licence's maintenance term at time of purchase, but this option will become available at the time of renewal of the cover, to ensure a common support period for all software owned.

Sandhill are able to transact and provide pricing in a number of currencies, so we request that clients confirm their own currency requirements prior to any quotation is distributed. All pricing will be provided exclusive of Value Added Tax and any similar taxes.

Purchase Procedure

Sandhill work to ensure that our ordering process is as swift and efficient as possible for our clients. On receiving confirmation of a client's order, Sandhill will aim to deliver the new products and licences with as little delay as possible. The published lead time for delivery of erwin, Inc.'s software is 3 to 5 working days, but where this proves too long a delay for clients, we are very happy to provide immediate temporary product access that can then be moved over to permanent licensing once this becomes available.

Clients may submit formal purchase order documents to info@sandhill.co.uk to confirm the products that they require, acknowledgment of receipt will be provided by Sandhill in return to confirm the order. Where procurement processes do not allow for creation of an order document, we are happy to proceed under written confirmation and the provision of full invoice submission information from the client.

Sandhill are happy to transact via client procurement portals and will work with client procurement departments to provide detailed Company information where this is required for vendor setup. Sandhill are currently registered as an active supplier on a number of leading business networks / procurement portals. Our order processing department are available to engage with clients at every stage of the purchase process to ensure that we remain fully compliant with requirements and can provide help and information as and when necessary.

Implementation Process

'Sandhill can cover the whole installation journey with clients, from initiation, system confirmation, understanding/defining process and changes, rolling out to User process/system testing'

As an out-of-the-box solution, implementation of the erwin Data Modelling products can commence on receipt of the software and activation licences. Where necessary, Sandhill's technical team are available to provide remote installation assistance to clients as and when the process commences.

All erwin software is delivered electronically with an order confirmation e-mail generated by erwin, Inc. detailing licences purchased, period of support attached to the software and in the case of new licences, a code for product activation. Sandhill also provide links for download of the products purchased and detail any additional requirements for installation of the desired software.

Where older releases of the product are needed by the client, we are able to supply access to product downloads and assist with the licensing process for the particular version.

In some cases, further assistance might be required for a client's implementation, a typical implementation process might include:

- Obtain Licenses (Sandhill, *following processing of client purchase order*) □ ONE-day
- **Delivery of software and licences**
- Install Software (client with Sandhill remote support where required) □ TWO-days
- Super-user/Administrator mentoring (client with Sandhill consultancy) □ TWO-days
- Configuration and implementation planning (client with Sandhill remote support) □ HALF-day
- End-user training (client and Sandhill Trainer) □ TWO-days

For hosted SaaS solutions user access for the new environment will be confirmed alongside the standard order confirmation e-mail. Where a trial instance of the purchased product has been in place for a client, this can be moved to production to ensure the minimum of disruption for users. Sandhill are available to give further assistance should issues be encountered during the setup of a new SaaS instance.

Development of the Service

'Sandhill are both professional and knowledgeable and aims to be a trusted advisor, a partner and an advocate in our client relationships'

Sandhill has built its business on establishing lasting relationships with our customers. Sandhill does not have a formal review meeting process, as we allow our customers to determine what works best for them. In most instances the ongoing dialogue over the use, potential use and upgrade of the erwin software ensures that the need for review meetings is unnecessary.

Sandhill maintains regular contact with our clients to ensure that they are kept abreast of developments relating to the products that they own. We ensure timely contact prior to the expiry of any active maintenance period, to provide ample opportunity to discuss ongoing requirements for the software, existing concerns and options for the upcoming support renewal.

Sandhill offers its free value add support to all our customers who have their software under a current maintenance agreement purchased through Sandhill. This includes the answering of user issues and straightforward 'how to' questions, as is outlined in the ***Sandhill Value Add Support Offering***:

Maintenance Feature	erwin, Inc.	Sandhill Value Add
Maintenance includes free of charge upgrades from erwin, Inc.	☐	☐
Bug issue resolution	☐	☐
Provision of standard fixes and workarounds to known problems	☐	☐
erwin technical support is available 24 hours per day, 7 days per week	☐	☐
Managing your erwin relationship & issue escalations with erwin, Inc.		☐
Licence key assistance and management		☐
Rapid response on "How to Support"		☐
Direct access to erwin experts with real-life modelling experience, by email, telephone and remote desktop		☐
Guidance on upgrades		☐
Guidance on workarounds		☐
Guidance on 'Known Issues'		☐
Model testing		☐
Answering product installation, configuration and usage questions		☐
In-depth product knowledge of erwin and complementary products		☐
Registration for 'The erwin Times' newsletter, produced by Sandhill		☐
Access to the Sandhill UK erwin User Conference		☐
Invitation to local seminars given by Sandhill		☐

Support

'Ask the experts who know erwin best – Sandhill tap into the accumulated data modelling knowledge of our company's erwin product support specialists to provide the client's need'.

Sandhill is recognised as a collaborative partner, delivering solutions with knowledge, honesty and integrity to bring benefits to clients who choose to partner with Sandhill beyond those that they might typically expect. Sandhill are both professional and knowledgeable and aims to be a trusted advisor, a partner and an advocate in our client relationships.

By purchasing new licences or renewing support through Sandhill, erwin users receive unique value-added support, tool-specific critical expertise, service, partnership, and peace of mind when it is needed most.

The erwin software has rich functionality which unlike many other 'windows-based products' can create 'usability' type questions, especially when users are new or there are new software releases. The Sandhill experts responding to such 'how to' questions can save a business many times the cost of renewing the licence.

These 'no-charge' erwin value add services are unique and **only** provided by Sandhill. These services add nothing to the cost of your licences and renewals and deliver so much more to make your erwin use more productive.

Where product support is required, clients may contact Sandhill in the first instance via info@sandhill.co.uk or our switchboard number **+44 (0) 1476 568 708**. Sandhill's Support Team are available to provide guidance, assistance and usage support to resolve issues encountered by software users.

Sandhill are available five days a week during business hours (09:00 a.m. to 05:00 p.m. GMT) to assist with product faults and errors, access issues, licensing problems and queries that a client's erwin software users might have. We will respond within one-hour of receipt of a request and seek to provide a resolution within one working-day, but where escalation is required, Sandhill will make contact with erwin, Inc. and manage the process of resolving the issue in the swiftest possible manner, ensuring any disruption to the client is kept at a minimum.

erwin, Inc. Service Level Agreement

- **Product Service Level Description**

"Severity 1" means "System Down" or a product-inoperative condition impacting a production environment for which no Workaround is immediately available, such as;

- (i) production server or other mission critical systems are down;
- (ii) a substantial portion of mission-critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service;
- (iv) business operations have been severely disrupted; or
- (v) an incident with the erwin, Inc. software, catastrophic network or system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.

SEVERITY 1 INCIDENTS MUST BE SUBMITTED TO ERWIN VIA TELEPHONE. IN ADDITION, THE ELEVATION OF ANY LOWER SEVERITY INCIDENT TO SEVERITY 1 STATUS MUST BE REQUESTED VIA TELEPHONE.

"Severity 2" means a high-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.

“Severity 3” means a low-impact business condition with majority of software functions still usable; however, some circumvention may be required to provide service.

“Severity 4” means:

- (i) a minor problem or question that does not affect the software function,
- (ii) an error in software product Documentation that has no significant effect on operations; or
- (iii) a suggestion for new features or software product enhancement. Service Level Objectives

Incident Severity Initial Response Time

Severity Level 1	1 hour
Severity Level 2	2 business hours
Severity Level 3	4 business hours
Severity Level 4	1 business day

Technical support availability & global opening times:

Severity 2 through 4 (24 x 5)

Severity 1 is for Production System Down (24 x 7)

Monday to Friday (excluding local public and bank holidays):

- 8:30 to 18:00 EST (All Americas)
- 8:30 to 17:30 GMT (EMEA & ROW*)
- 9:30 to 18:00 IST (EMEA region & ROW*)
- 6:00 to 15:00 SST (EMEA & ROW*)

Rest Of the World*

Remote diagnostics consist of screen sharing sessions to enable erwin, Inc. engineers to be fully understand the Service Incident problem. No other remote access to LICENSEE Systems is authorized under this Agreement and any request for remote access shall be approved in writing by LICENSEE and always supervised by LICENSEE.

Other diagnostics include but are not limited to:

- product generated logs
- product error messages

erwin Support may create utilities for specific problems (such as checking port availability).

Additionally, erwin provides industry standard diagnostics such as SQL Trace logs, Ipconfig, etc., which are typically installed with common operating systems and DBMS), or custom scripts.

erwin, Inc. will explain all diagnostic methods prior to implementation to allow LICENSEE to fully evaluate any possible impact on their systems.

One-off patches may be created to correct a specific erwin, Inc. Application Software defect.

Methods and the degree of testing code changes will vary depending on the nature and extent of the code changes.

Patches may be periodically included in a Maintenance Release posted to the erwin, Inc. support Web Site. Maintenance Releases typically receive automated QA and manual testing for specific maintenance coding.

Service Packs may include other Maintenance Releases as well as occasional design changes when necessary to address customer concerns, and typically are GA quality with full automated testing and manual testing.

New Version typically contain the maintenance changes above, and new features. These also are posted on the erwin, Inc. web site.

• Cloud Hosting Service Levels

1. Access. erwin, Inc. shall make the Service available twenty-four (24) hours per day, seven (7) days a week with a minimum uptime level of ninety-nine and nine tenths of a percent (99.9%) measured on an aggregate monthly basis. Such service availability does not, however, include regularly scheduled maintenance or any unscheduled downtime due to failures beyond erwin, Inc.'s control (such as errors or malfunctions due to Customer's computer systems, local networks or Internet connectivity).

2. Scheduled Maintenance and Upgrades. erwin, Inc. shall conduct scheduled service maintenance of the Service ("Scheduled Maintenance") after normal business hours or on weekends, where possible. If this is not possible, erwin support staff will work with the customer admin to minimise disruption during peak working times. erwin, Inc. shall give the Customer at least forty-eight (48) hours prior notice of the exact date and time of such Scheduled Maintenance via e-mail or other timely means of communication.

2.1 Upgrades can be requested by a customer admin contact 30 days after the release of a new version of an erwin application. The Hosting contract entitles the customer to one major version upgrade per year within the hosting price. Downtime will need to be scheduled with the customer admin contact for upgrade requests. Downtime will be minimized, as upgrade employees will be trained and practised in the upgrade of the software and if scheduled can be outside of peak environment usage times.

3. Data Retention and Recovery. erwin, Inc. shall backup the Service as follows: (a) daily full server backups, kept for 14 days (b) weekly full server backups, kept for 2 months, offering up to 60 days of backup. Backups will be stored in encrypted form, either in a secure secondary data centre location or using a Cloud Service Provider service, that offers redundancy as standard. erwin, Inc. shall implement sufficient measures to ensure that the backup data is accessible and maintained in a manner to enable restoration of the backup version of the Service in the event of a system malfunction or outage.

3.1 erwin will ensure that Recovery Point Objective and Recovery Time Objective of environments are 24 hours, where possible. A disaster recovery test will be performed annually, to ensure the processes used, resources needed, and data format are correct, to allow this timeframe to be achieved.

3.2 erwin will restore the service to a mutually agreed backup point, as part of normal service delivery, if an issue in data integrity is seen, as the result of issues with the service being delivered i.e. issues with maintenance activities, the infrastructure, services or the application itself. erwin does not guarantee to restore the data to a backup point, due to a customer end user having corrupted data or having incorrectly removed data from the system, whilst using the application or its API's. The customer should reach out to the erwin service desk and an assessment will be made on what can be done. This may incur additional cost.

4. Requests for Support. erwin, Inc. service representatives will be available to respond to support requests via email, online ticketing portal and phone during our support hours-See Product Service Level Description and online Self-Service Portal for details.

5. Support Response Time. erwin, Inc. support representatives shall respond to all customer support requests in a timely and professional manner and in accordance with our Product Service Level Description attached.

6. Security Measures. erwin, Inc. shall take, at a minimum, the following measures to protect the Service:

- Single tenancy, with dedicated Virtual Private Cloud
- Encryption in transit (TLS 1.2 and security certificates)
- Encryption at rest (DB encryption, as part of RDBMS licensing) – This may incur additional cost
- Firewall and security groups
- IP whitelisting available at customer request
- Anti-virus
- Role-based access control
- Multi-factor authentication (used at both an environment administration level and via SAML2 at application level)
- Full segregation of hosting environments from any standard erwin internal network, ensuring segregation of duties and no service data transfer.
- Vulnerability scanning and Penetration testing (performed annually as part of the service) – performing more frequently may incur additional cost
- Intrusion detection/prevention – This will incur additional cost
- SIEM for event/log investigation, triage and log protection, above the standard log retention – This will incur additional cost.

• SaaS Service Levels

1. Access. erwin, Inc. shall make the Service available twenty-four (24) hours per day, seven (7) days a week with a minimum uptime level of ninety-nine and nine tenths of a percent (99.9%) measured on an aggregate monthly basis. Such service availability does not, however, include regularly scheduled maintenance or any unscheduled downtime due to failures beyond erwin, Inc.'s control (such as errors or malfunctions due to Customer's computer systems, local networks or Internet connectivity).

2. Scheduled Maintenance and Upgrades. erwin, Inc. shall conduct scheduled service maintenance of the Service ("Scheduled Maintenance") after normal business hours or on weekends, where possible. If this is not possible, erwin support staff will work with the customer admin to minimise disruption during peak working times. erwin, Inc. shall give the Customer at least forty-eight (48) hours prior notice of the exact date and time of such Scheduled Maintenance via e-mail or other timely means of communication.

2.1. Upgrades are automatically delivered to all systems at the same time, so downtime will be limited for product updates. Customers must receive the product updates at the same time as the other environments.

3. Data Retention and Recovery. erwin, Inc. shall backup the Service as follows: (a) daily full server backups, kept for 14 days (b) weekly full server backups, kept for 2 months, offering up to 60 days of backup. Backups will be stored in encrypted form, either in a secure secondary data centre location or using a Cloud Service Provider service, that offers redundancy as standard. erwin, Inc. shall implement sufficient measures to ensure that the backup data is accessible and maintained in a manner to enable restoration of the backup version of the Service in the event of a system malfunction or outage.

3.1. erwin will ensure that Recovery Point Objective and Recovery Time Objective of environments are 24 hours, where possible. Customer specific security or configuration needs may push times beyond this (single tenant environments only) and this will be agreed with the customer. A disaster recovery test will be performed annually, to ensure the processes used, resources needed, and data format are correct, to allow this timeframe to be achieved.

3.2. erwin will restore the service to a mutually agreed backup point, as part of normal service delivery, if an issue in data integrity is seen, as the result of issues with the service being delivered i.e. issues with maintenance activities, the infrastructure, services or the application itself. erwin does not guarantee to restore the data to a backup point, due to a customer end user having corrupted data or having incorrectly removed data from the system, whilst using the application or its API's. The customer should reach out to the erwin service desk and an assessment will be made on what can be done. This may incur additional cost.

4. Requests for Support. erwin, Inc. service representatives will be available to respond to support requests via email, online ticketing portal and phone during our support hours-See Product Service Level Description and online Self-Service Portal for details.

5. Support Response Time. erwin, Inc. support representatives shall respond to all Customer support requests in a timely and professional manner and in accordance with our Product Service Level Description.

6. Security Measures. erwin, Inc. shall take, at a minimum, the following measures to protect the Service:

- Multi tenancy offering with shared VPC and also Single tenancy offering, with dedicated VPC
- Encryption in transit (TLS 1.2 and security certificates)
- Encryption at rest (DB encryption, as part of DB as a service)
- Firewall and security groups
- Resource monitoring and resource threshold alerting
- IP whitelisting available at customer request (Single tenant only)
- Anti-virus
- Role-based access control
- Multi-factor authentication (used at both an environment administration level and via SAML2 at application level)
- Full segregation of SaaS environments from any standard erwin internal network, ensuring segregation of duties and no service data transfer.
- Vulnerability scanning and Penetration testing (performed annually as part of the service) – performing more frequently may incur additional cost
- Intrusion detection/prevention – This will incur additional cost
- SIEM for event/log investigation, triage and log protection, above the standard log retention – This will incur additional cost.

Additional Services

'Sandhill offer a wide range of services, including education and training, consultancy, software upgrades, support, implementation and custom solutions to fit our client's needs'

Education

Purchasing software is a significant investment, not just in money, but also the time required to become proficient. Professional, focused training from Sandhill ensures that clients become productive and effective in the areas that they need, quickly and efficiently. We are happy to discuss requirements for training at any stage of the procurement process and if required, can work to ensure that this is provided to clients prior to their go-live product installation.

Across our range of products, Sandhill offer instruction with flexibly scheduled classes that can be mixed, matched and customised to meet a client's specific requirements. All Sandhill training material includes detailed step-by-step instructions and screen shots where possible. Training may be delivered on-site or on-line to meet client requirements.

The training curriculum has been developed by Sandhill and our experts who know the products thoroughly and take the time to understand your requirements. Our trainers are also software users, so we understand what users find tricky, where to concentrate training effort and how to apply the lessons in real-world operation

With software continually evolving we recognise the importance of clients being aware of the latest changes which may affect their operation. Sandhill's awareness of product developments and current best practice ensure that clients can make the most of the features available.

Professional Services

Systems are dynamic, software changes, organisations evolve - the solution that was right for yesterday, may not be what you need for tomorrow.

Sandhill offers a range of professional services to help you meet these challenges and move forward toward your strategic objectives. With a knowledgeable, experienced team, we can assist at many levels.

Where consultancy work is provided by Sandhill, we will request contact with key client participants to ensure that the service provided is fully aligned to the requirements of the users and delivers maximum returns for the investment.

Business Continuity Statement

An integral part of Sandhill's commitment to upholding our corporate values and the health, safety and welfare of our staff is the mitigation and management of all risk.

Where risk cannot be eliminated, and a threat to Sandhill assets, employees or the environment in which we operate materialises, we seek to minimise disruption and to ensure the earliest resumption of business, with least inconvenience to our valued clients.

Risk assessment is the key to formulating a picture of the overall vulnerabilities to Sandhill's operation. Risks assessed in the business are defined by the Business Leaders and are compiled to produce a risk profile. The principal risks identified by the risk profile are then addressed in the Business Continuity Plan to ensure the proper framework is maintained to:

- protect Sandhill's people, systems and infrastructure
- identify and mitigate the risks to our supply chain, to an acceptable level
- manage any disruption to minimise its impact
- ensure delivery of products and services to our clients as intended.

The BCP shall be periodically evaluated and tested to ensure that it can be implemented in emergency situations and that the management and staff understand how it is to be executed.

All staff will be made aware of the BCP and their own respective roles.

The BCP is to be kept up to date to take into account changing circumstances.

A copy of the Business Continuity Policy will be made available upon request to any interested party.

Overall responsibility for this policy rests with the Sandhill Board of Directors.

Invoice and Payment Procedure

New software orders will be invoiced following completed delivery of the software and licences, while renewed maintenance and support orders are invoiced at the start of the month of expiry of existing cover, to ensure continuity. Should client's require earlier submission of an invoice as part of their internal purchase process, then we will be very happy to oblige. Our preference is for electronic submission of invoices with documents sent in PDF format to the client, but we are happy to transact through supplier purchasing portals and able to provide hard-copy documents by mail where required.

Unless otherwise specifically requested and agreed, Sandhill's standard payment terms are 30-days from date of invoice. Full banking details are provided on the invoice to enable payment to be completed by electronic bank transfer. When all prices, taxes and charges due in respect of the products supplied to the client have been paid in full, title shall pass to the client.

Returns Procedure

'At the forefront of Sandhill's pre-sale interactions with client's is the goal of ensuring the solution we provide satisfies an organisation's requirements'

Sandhill work hard to ensure that our valued clients are supplied with a solution with which they are completely satisfied and which fully meets their business need. Through the provision of temporary software access and demonstrations at the product evaluation stage alongside ongoing dialogue between supplier and client whilst the purchasing decision is made, we ensure that issues with the product are determined and in the majority of cases overcome, before any decision to purchase is reached.

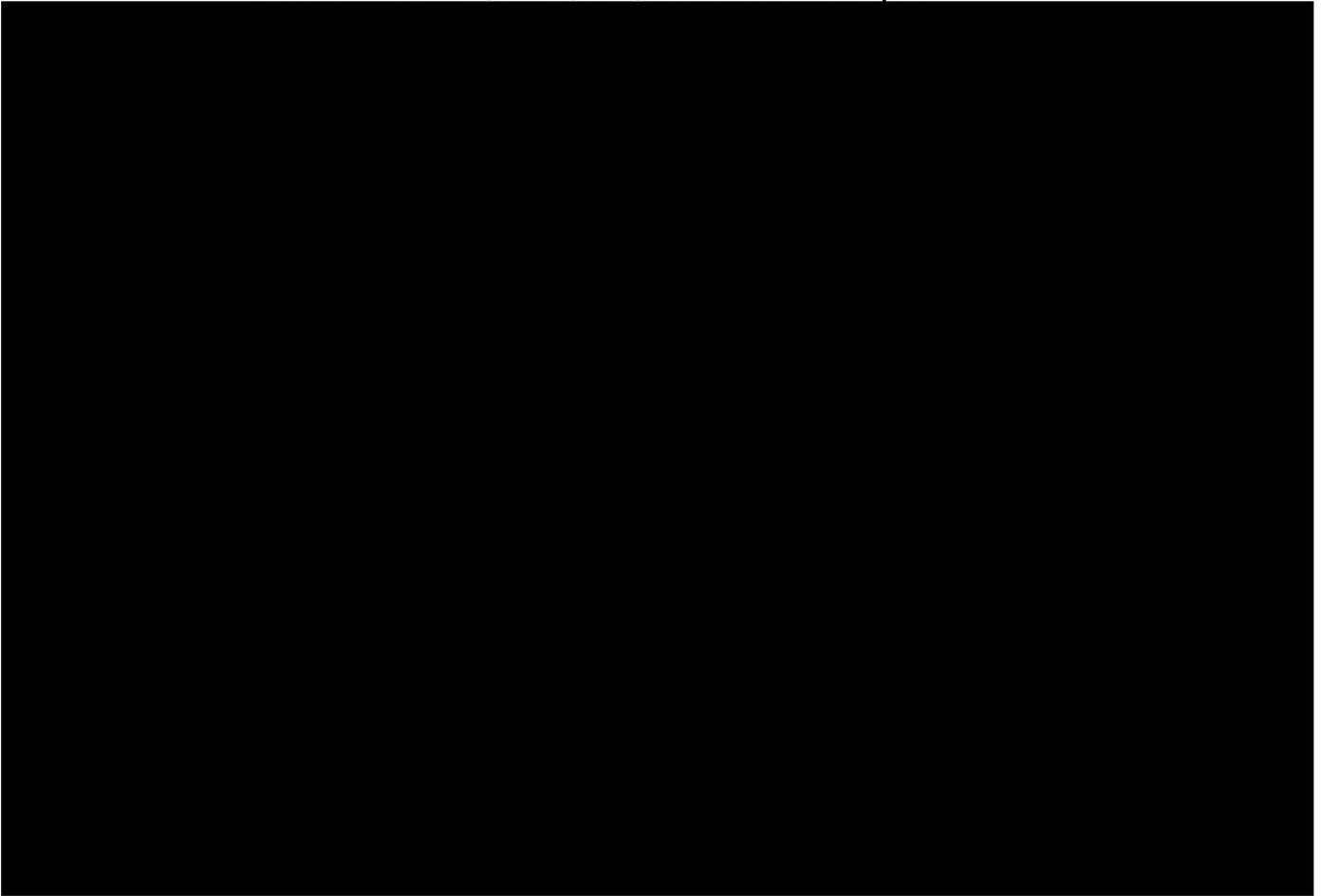
An order may be cancelled without incurring charges for a 30-day period following delivery of the order confirmation e-mail. The process for cancellation requires the client to complete a 'Certificate of Destruction' document, provided by erwin, Inc. to confirm that the purchased software will no longer be used:

Licensee has decided to return the Licensed Software listed on order above and all rights to the software and any accompanying documentation have been terminated as of the Termination Date above. Within thirty (30) Days of the Termination Date, Licensee certifies that it will:

1. Delete all copies of the Licensed Software from Licensee's computer(s) and/or system(s);
 2. Not retain, sell, give away, or use any copies of the Licensed Software;
 3. Destroy the diskettes or CD containing the Licensed Software for which Licensee is requesting a refund;
 4. Destroy the original Licensed Program Certificate and any copies of the Licensed Program Certificate;
- and

5. For three years hereafter, Licensee grants erwin the right, at its expense and upon no less than three business Days prior written notice, to audit Licensee's computer(s) and/or system(s). Such audit shall be conducted by erwin or by its authorized representative(s) and shall not interfere unreasonably with Licensee's business activities. If such audit shows that Licensee has retained copies of the Licensed Software, Licensee shall immediately pay all amounts owing and hereby grants erwin the right, solely at erwin's discretion, to remove the Licensed Software from Licensee's computer(s) and/or system(s). erwin shall use the information obtained from any such audit solely to determine Licensee's compliance or non-compliance and to remedy any non-compliance. If it is determined that Licensee is in non-compliance, Licensee agrees to pay for the reasonable expenses of the audit.

Schedule 2: Call-Off Contract charges



Schedule 3: Collaboration agreement

Not Used.

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses: 2.1.1

Scots Law and Jurisdiction

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

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

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

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

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

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996

- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 ● Work and Families (Northern Ireland) Order 2006

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

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

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

2.4 Equality policies and practices

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

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

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

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

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

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

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

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

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

2.5 Equality

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

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

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

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

Schedule 5: Guarantee

Not used.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
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.

<p>Charges</p>	<p>The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.</p>
<p>Collaboration Agreement</p>	<p>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.</p>
<p>Commercially Sensitive Information</p>	<p>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.</p>
<p>Confidential Information</p>	<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').
<p>Control</p>	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>

Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

<p>Default</p>	<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>
<p>DPA 2018</p>	<p>Data Protection Act 2018.</p>
<p>Employment Regulations</p>	<p>The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')</p>
<p>End</p>	<p>Means to terminate; and Ended and Ending are construed accordingly.</p>
<p>Environmental Information Regulations or EIR</p>	<p>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.</p>
<p>Equipment</p>	<p>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.</p>

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.

<p>Force Majeure</p>	<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 <ul style="list-style-type: none"> • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
<p>Former Supplier</p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<p>Framework Agreement</p>	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

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

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

Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
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Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
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Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
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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
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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>
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IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

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

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

<p>New Fair Deal</p>	<p>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.</p>
<p>Order</p>	<p>An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.</p>
<p>Order Form</p>	<p>The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.</p>
<p>Ordered G-Cloud Services</p>	<p>G-Cloud Services which are the subject of an order by the Buyer.</p>
<p>Outside IR35</p>	<p>Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.</p>
<p>Party</p>	<p>The Buyer or the Supplier and 'Parties' will be interpreted accordingly.</p>

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

<p>Prohibited act</p>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
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<p>Project Specific IPRs</p>	<p>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.</p>
<p>Property</p>	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>

<p>Protective Measures</p>	<p>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.</p>
<p>PSN or Public Services Network</p>	<p>The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.</p>
<p>Regulatory body or bodies</p>	<p>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.</p>
<p>Relevant person</p>	<p>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.</p>
<p>Relevant Transfer</p>	<p>A transfer of employment to which the employment regulations applies.</p>

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.

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

<p>Subcontract</p>	<p>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.</p>
<p>Subcontractor</p>	<p>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.</p>
<p>Subprocessor</p>	<p>Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.</p>
<p>Supplier</p>	<p>The person, firm or company identified in the Order Form.</p>
<p>Supplier Representative</p>	<p>The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.</p>

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

Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

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 are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of schedule 7 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> <ul style="list-style-type: none">• User details of staff where required for the use of the Data Modelling Tool <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p>

	<ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller
Duration of the Processing	For the duration of the contract
Nature and purposes of the Processing	<p>Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>Business contact details are provided for the provision of services within the contract.</p> <p>User details of staff where required for the use of the Data Modelling Tool.</p>
Type of Personal Data	<p>Business contact details including name and email address.</p> <p>User details of the staff required for the use of the Data Modelling Tool.</p>

<p>Categories of Data Subject</p>	<p>Staff</p>
<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>All relevant data to be deleted after the expiry or termination of this Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder</p>