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	936947036334672
Call-Off Contract reference	Ecm_11551
Call-Off Contract title	Digital Health & Disability Live Service
Call-Off Contract description	Service to support the running and maintenance of Live Services that have reached Cabinet Office Public Beta status to ensure they are secure, reliable, and resilient.
Start date	13/12/2023
Expiry date	12/12/2024
Call-Off Contract value	£2,512,080 exclusive of VAT Maximum value if 12 month extension option invoked £5,024,160 exclusive of VAT.
Charging method	Time and materials
Purchase order number	To be confirmed by the Buyer post Call-Off Contract signature.

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	[Redacted] [Redacted] Department for Work and Pensions Peel Park Blackpool Lancashire FY4 5ES
To the Supplier	Capgemini UK plc 1 Forge End Woking Surrey GU21 6DB United Kingdom
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Mr

Name: [Redacted]

Email: [Redacted]

Phone: [Redacted]

For the Supplier:

Title: Mr
Name: [Redacted]
Email: [Redacted]
Phone: [Redacted]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 13th December 2023 and is valid for 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 one period of up to 12 months, by giving the Supplier 1 month 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: ● Lot 3: Cloud support
G-Cloud Services required	It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract. The overarching Services which could be provided by the Supplier under the above Lot are listed in Framework Section 4 and outlined below: PDF 936947036334672-se rvice-definition-docun PDF G-Cloud 13 Service Description - Capgem Specifically, the Services being delivered by the Supplier to the Buyer are included within the embedded Statement of Work (SoW) as detailed within the Call Off Contract Charges.
Additional Services	Additional Services are not applicable to this Call-Off Contract unless this Call-Off Contract is subsequently varied post the Start Date through the Variation process set out in clause 32 of this Call-Off Contract.
Location	Individual Supplier Staff base location will be the Hub closest to where they live and where they attend to collect/manage their Buyer equipment (“Base Hub”). Individuals will be expected to attend their Base Hub when agreed between the Parties. Where ad hoc travel is required beyond the Base Hub, any expenses must be approved prior to the Supplier incurring any cost. Approved costs incurred by the Supplier will be invoiced to the Buyer and detailed in management information reports, and will not exceed the figure listed in the SOW.
Quality Standards	The quality standards required for this Call-Off Contract are included in the embedded Statement of Work.

Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are included in the embedded Statement of Work.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are included in the embedded Statement of Work.
Onboarding	The Supplier shall ensure that Supplier resources are onboarded in a timely manner to deliver the Services. Should Buyer equipment be required; the Buyer will arrange for the necessary hardware to be provided so the Supplier is able to deliver the services remotely and will arrange for the Supplier to collect at Buyer Digital Hub Locations agreed.

Offboarding	The Supplier shall as part of offboarding (i) handover all relevant artefacts produced in the course of the Services to the Buyer and (ii) unless agreed otherwise in writing by the Buyer, promptly return Buyer equipment and any access passes provided to the Supplier by the Buyer.
Collaboration agreement	Not applicable.

Limit on Parties' liability	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 [Redacted] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. 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 [Redacted] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability of the Supplier for all other Defaults will not exceed [Redacted] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.
Insurance	The Supplier insurance(s) required will be: ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract ● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of [Redacted] for each individual claim and in the Suppliers annual policy aggregate . ● employers' liability insurance with a minimum limit of [Redacted] or any higher minimum limit required by Law

Buyer's responsibilities	The Buyer is responsible for: • Ensuring the Supplier staff has appropriate access to Buyer sites and responds to the Suppliers reasonable requests for necessary information to deliver their G-Cloud 13 Digital Marketplace services. • Making available suitably skilled and qualified Buyer personnel with the authority to be able to provide timely responses to Supplier queries regarding Buyer's requirements, existing operations and general queries. • The Buyer shall provide suitable accommodation, building access and working environment for Supplier Staff to provide the Services at Buyer premises for the Term where the Buyer has requested the Supplier to be onsite. • The Buyer will be responsible for providing any information and access to Buyer personnel (and 3rd party supplier personnel) reasonably requested by the Supplier pursuant to the activities set out in this Call-Off Contract throughout the Term. • The Buyer shall, as required, review, approve and prioritise (in accordance with the Acceptance Procedure set out in Schedule 1 to this Call-Off Contract) all Supplier Deliverables. • The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services.
Buyer's equipment	Where the Supplier is required to use Buyer's equipment for information governance and/or security reasons, the Buyer's equipment to be used within this Call-Off Contract includes Buyer supplied laptop devices, smartcard/dongles and access to Buyer files and email.

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners: • Amber Labs Ltd incorporated, Aston House, Cornwall Avenue, London, England, N3 1LF, • Jumar Solutions Ltd, Jumar House, Pinewood Business Park, Coleshill Rd, Marston Green, Birmingham B37 7HG, • Ten 10, Upper Ground Floor, West Wing The Hop Exchange 26 Southwark Street London, SE1 1TU. • LA International Computer Consultants Limited, International House, Festival Way, Stoke-on-Trent ST1 5UB

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 (Bankers Automated Clearance Service). The Buyer shall only make BACS payments after an initial invoice has been validated and approved by the Buyer which shall occur within five (5) Working Days of the initial invoice being sent, after which the final invoice shall be issued to [Redacted] and payment made in accordance with the Invoice details below.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Electronic Invoices (attached to E-Mails) should be sent to: [Redacted] Paper invoices should be sent to; [Redacted] A copy of the invoice and monthly MI reports should also be emailed to – [Redacted] [Redacted] [Redacted]

Invoice information required	All invoices must include purchase order number, contract reference and Buyer's reference details. The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described in Part B, clause 7.5 of the Call Off Contract. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out in each Statement of Work and the provisions of this Call-Off Contract.
Invoice frequency	Invoice(s) will be sent to the Buyer monthly in arrears in-line with the payment profile.
Call-Off Contract value	The total value of this Call-Off Contract is £2,512,080 exclusive of VAT. Maximum value if 12 month extension option invoked £5,024,160 exclusive of VAT.
Call-Off Contract charges	The detailed Charges breakdown for the provision of Services during the Term are set out in Schedule 2 Call-Off contract Charges. Where Supplier expenses are applicable and agreed in advance of the Statement of Work, Supplier expenses for each SoW are capped at the value stated in such SoW; may not be transferred or carried forward into other SoW's; and are to be charged in accordance with the Buyer's expense policy as attached. PDF DWP Supplier Travel Policy - Jan 23.pdf

Additional Buyer terms

Performance of the Service	This Call-Off Contract is for the Services, with outcome-based deliverables, as detailed in the embedded SoW above and will be operated as follows: • The Supplier Staff will be under the day-to-day direction and control of the Supplier, not DWP; • Any quality and non-delivery issues will be raised by DWP directly with the Supplier rather than the individual Supplier Staff; • The Supplier will be held accountable by DWP for non-delivery of the Services, not the individual Supplier Staff; • The Supplier is able to substitute the individual Supplier Staff to under-take the Services within this Call-Off Contract as long as they have the equivalent experience and qualifications of the substituted individual Supplier Staff member; • This contract will not be used to fill roles that already exist in DWP. If the Deliverable materially fails to meet the relevant Acceptance Criteria then the Buyer shall notify the Supplier immediately in writing, with sufficient details and comments in respect of the failure to enable the Supplier to use reasonable endeavours to remedy any material defects at the Suppliers cost and confirm the relevant Deliverable is ready for review against the relevant Acceptance Criteria within 30 (thirty) days (or such longer period as is reasonable in view of the nature of the defect) from the date of the Buyer’s initial notice of the failure of the Deliverable to satisfy the Acceptance Criteria.
Guarantee	Not applicable.
Warranties, representations	Not applicable.

Supplemental requirements in addition to the Call-Off terms	Within the scope of the Call-Off Contract, the Supplier will: Ensure all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with the Minimum Security Requirements - Paragraph 7 of the HMG Personal Security Controls. A Guide for Buyer Suppliers has been prepared and attached below. BPSS.doc The Supplier confirms that all Supplier Staff shall hold BPSS clearance at the Start Date and for the Term of the Call Off Contract. Where the Buyer requires that Supplier Staff have privileged access, the Buyer shall give the Supplier at least seven (7) days notice to arrange SC clearance which will be provided through an agreed process with the Buyer. **Commercially Sensitive Information** • Details of the Supplier’s methodologies, policies and processes: the methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed, it could be commercially damaging to the Supplier. • All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. • Contract, disclosure of which may affect the Supplier’s competitive position. As a result, the Supplier considers this information to be a ‘trade secret’ • The terms of the Supplier’s insurance: they are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier. • All details relating to personnel including, but not limited to, the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods that are used for the purpose of managing the Supplier’s resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed, it could be commercially damaging to the Supplier. • Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

Alternative clauses	Not applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not applicable.
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used.
Intellectual Property	Not applicable.

Social Value	The Supplier will report annually on the following Social Value metrics:
	- Tackling economic inequality:
	    ○ Number of people-hours of learning interventions delivered under the contract, by UK region.
	- Equal Opportunity:
	    ○ Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract work-force, by UK region.

1. Formation of contract

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

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

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

2. Background to the agreement

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

Signed	Supplier	Buyer
Name	[Redacted]	[Redacted]
Title	Executive Vice President	Head of D&A & Digital Health Commercial Team
Signature	[Redacted]	[Redacted]
Date	05/12/2023	07/12/2023

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

Customer Benefits

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

G-Cloud 13 Customer Benefit Record

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)

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

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

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

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

5. Due diligence

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

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

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

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

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

6. Business continuity and disaster recovery

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

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

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

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

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

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

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

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

10. Confidentiality

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

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights (“IPR”s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer’s or its relevant licensor’s Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

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

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

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

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

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

(a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;

(b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;

(c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework: https://www.gov.uk/government/publications/security-policy-framework and the Government Security - Classification policy: https:/www.gov.uk/government/publications/government-security-classifications

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

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

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security

Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

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

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

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

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

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

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

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

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

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

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

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

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

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

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

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

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

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform
29.2.2 age
29.2.3 start date
29.2.4 place of work
29.2.5 notice period
29.2.6 redundancy payment entitlement
29.2.7 salary, benefits and pension entitlements
29.2.8 employment status
29.2.9 identity of employer
29.2.10 working arrangements
29. 2.11 outstanding liabilities
29.2.12 sickness absence
29.2.13 copies of all relevant employment contracts and related documents
29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

29.5.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

G-CLOUD Call-Off Contract Reference Digital Health & Disability Live Service – Ecm_11551 Statement of Work

Milestone date(s)
Delivery milestone dates are detailed in the individual Statement of Work (SoW).

Engagement on this Statement of Work is due to commence 13 December 2023 to 12 December 2024

DETAILED DESCRIPTION OF CONTRACT CHANGE BEING PREPARED AND DETAILS OF ANY RELATED CONTRACT CHANGES:

Supplier to provide the skill capability for the Deliverable outputs for the DWP Digital, Health and Disability Live Service project.

STATEMENT OF WORK - SoW001– Draft v1.0

Health and Disability Live Service

This SoW outlines the requirement to be carried out by the Supplier for the delivery of Health and Disability Live Service. The progress made by the Supplier against the Deliverables as set out in this SoW will be reviewed by the Buyer in accordance with the Acceptance Procedure and relevant Acceptance Criteria. The rights, obligations and details agreed as set out in this SoW, only apply to the specified Services and Deliverables for this SoW. They do not relate to any past or future SoW, unless specified.

Overview:

SoW start date:	13/12/2023
SoW Reference:	ECM_11551 SoW001
Buyer:	The Secretary of State for the Department of Work & Pensions
Supplier:	CAPGEMINI UK PLC
Sub-Contractors:	**Amber Labs, Sanderson Government & Defence Ltd, Jumar Solutions, Experis, Sanderson Government and Defence Ltd, Ten10 Solutions Limited, LA International Computer Consultants Ltd.**
Overall Estimated Service Completion Date:	12/12/2024
Duration of SoW	12 Months
Charging Mechanism(s) for this SoW:	Time and Materials

SoW Background:

DWP Digital, Health and Disability Services currently have the following products that have reached Cabinet Office Public Beta status:

- Send your Fit Note

- Report a terminally ill patient (DS1500)
- Apply for New Style Employment and Support Allowance

Based on overall priorities and the strategic direction of the Department, the Buyer does not have the capability or capacity to continue to iterate these products. On this basis, we are looking for an external supplier to provide agile transformation/development services to iterate these products based on business need. In addition, the products will need regular maintenance drops (security patching, software upgrades, live service monitoring etc).

For each of these products there is a requirement to ensure they continue to meet the Buyer's Digital standards and legal requirements, this includes:

- Service availability
- Resolution of live incidents and problems
- Accessibility
- Keeping services secure
- General Data Protection requirements

The team will need to actively manage a backlog and product roadmap that continuously uses evidence to iterate the product ensuring the above standards are met and that product continue to meet user needs. The supplier should be strong in agile delivery management including ways of working and culture. If there is a future opportunity to bring these products back into Buyer control, the supplier must provide a detailed knowledge management and transition/exit plan including any capability development to ensure the products can be ran by the Buyer.

Overview of Requirement:

The supplier team will take ownership of the following Health Products:

- Send your Fit Note
- Report a terminally ill patient (DS1500)
- Apply for New Style Employment and Support Allowance

In addition, they may be required to pick up any additional products (subject to appropriate change control notice and capacity) that the Authority require to handover i.e. where a development team (that have a live production product) are reprioritised to other critical products.

The supplier team will be required to address the following needs/problem areas:

- identify current content and interaction issues
- identify business process issues
- research and understand user feedback and requirements
- understand technical debt and challenges considering technical and GDS standards
- identify innovation opportunities
- align with GDS standards including service design criteria
- prioritise a backlog across all three products
- meet any legal or policy requirements for the products
- maintain knowledge articles for handover
- provide metrics and reports on KPIs
- support the Service Management team with incidents

The above areas will be addressed through a series of sprints. The number of sprints will be mutually determined by representatives of the Authority and Contractor and outlined as part of the supplier proposal.

A regular six-week cycle of defining, delivering and reviewing outcomes will be followed. A representative of the Authority will agree and sign off delivery outcomes and key activities, across all three services. Activities will be delivered through two-week sprints, which have predefined goals aligned to the outcomes.

Outcomes of these sprints will be reviewed against exit criteria and the pre-agreed definition of done. The outputs and actions of this will be documented, through fortnightly Sprint Reports and tracking of delivery, outcomes, risks and dependencies. Sprint Reports will be documented, acknowledged and accepted by Authority representative, and will act as a final step of the assurance procedure.

The following table outlines example deliverables to be provided during the contract, with further deliverables to be defined with the Authority, depending on business prioritisation of the backlogs across the services throughout the contract lifecycle.

The supplier will provide a service that encompasses research, design, business and technical capability to define and capture requirements and complete prototyping/software development activities as relevant to the deliverables below.

Scope of Supplier Services:

The supplier will need to ensure they:

- Have a commitment to collaborative working (with the Buyer and other stakeholders)
- Working with reference to the wider evidence base supplied by the Buyer
- Responsible for and have a clear plan for the recruitment of citizens for research.
- Have strong capability to provide multidisciplinary teams with a depth in User Centred Design (UCD) and content driven websites.
- Have experience of GDS service design and assessments.

High Level Activities (within deliverables outlined above)

- Provide Product Management to facilitate day-to-day product direction that aligns with Digital Health and Disability product strategy during delivery of this contract.
- Lead on the day-to-day engagement with stakeholders.
- Continued user research to validate that the products continue to meet user needs and policy intent.
- Maintain a prioritised backlog in Jira with sufficient detail to enable backlog items to be refined at a later date
- Analyse the current products and ensure debt (design, data/tech) is documented and being actively managed as part of the product backlog to ensure the products can continue to meet digital and legal standards.
- Maintain service blueprint focussed on the prioritised areas or themes being progressed to delivery.
- Continued user research to provide qualitative evidence to inform priorities and design decisions.
- Maintain business process flow diagrams.
- Seek approval of any changes to the approved technical architecture from Digital Design Authority (DDA) – Via Buyer Architects
- Support and adhere to Digital Group strategic initiatives: SRA and TRA (Strategic and Technical Reference Architecture)

Anticipated ceremonies to ensure continued alignment with the Buyer:

1. Sprint Planning reviews
2. Full team daily stand ups to monitor progress and identify blockers / concerns
3. End of Sprint show & tells to wider Health Digital group
4. End of Sprint reviews with key stakeholders
5. End of Sprint Retrospectives

Supplier team will meet Buyer standards on the following:

- Adhere to the service design criteria set out by the Government Digital Service Standard.
- Adhere to the standards defined by Buyer professions when undertaking work across service delivery professions, including but not limited to analysis, user research, UX design, service design and technical architecture.
- Adhere to Buyer digital technology and business architecture strategies and standards.
- Provide regular sprint delivery reporting and milestone achievement certification.

Buyer Requirements – SoW Deliverables:

Supplier Staff will work towards the below Deliverables and review progress regularly with the Buyer. These Deliverables are subject to change based on continued planning and will be communicated and agreed in writing with the Buyer Lead Delivery Manager, as required. Any material changes shall be agreed through a further CAN.

Detailed below is the list of Deliverables (the "Services") to be completed by the Supplier, the priorities of which may change during the course of the SoW and will be agreed between the Parties via the Variation procedure:

Deliverable description	***Dates***	***Acceptance Criteria***
The Supplier shall pick up the current Public Beta backlog and continue to expand the service(s) based on feedback and user research evidence for what needs to be designed into the service	Through to the end of the contract	Research and Design follow recommended GDS And Buyer patterns. High level prioritisation is agreed with Buyer Lead Product Manager.
The Supplier shall run and maintain the current Public Beta Services. Supporting live incident management and maintenance including but not exclusive to: - ensuring all technical debt activities are prioritised, - deployments scheduled, - service critical policy changes, - security, - technology upgrades, - accurate monitoring, - accessibility.	Through to the end of the contract	Buyer's Digital Health Platform team assurance of technical debt changes. Service Management KPIs are being met.
The supplier shall, if required, onboard a new service(s) from build teams who have taken them through the first phases of the GDS digital lifecycle to Public Beta	June 2024- Through to the end of the contract	Ways of Working, Service Management Plan and Ongoing Live service support arrangements defined.
The supplier shall complete accessibility testing (WCAG 2.1 AA) and DAC03 audits for all in-scope services, supported by Buyer's accessibility team.	End of March 2024	WCAG 2.1 AA compliance documented in updated Accessibility Statements.
The supplier shall complete DAC09 Audits (using assistive technologies) for all services, supported by Buyer's accessibility team.	December 2024	WCAG 2.1 AA compliance documented in updated Accessibility Statements.
The supplier shall oversee the completion of IT Health Check for all services, as required by security governance.	Through to the end of the contract	IT Health checks planned and completed once confirmation of requirement received from Buyer's Digital Design Authority (DDA) governance board.
The supplier shall, if required, support the Private and subsequent Public beta for Strategic SR1	March 2024 onwards	Acceptance Criteria will be defined and agreed with the supplier when details of the priorities are known.
The supplier shall, if required, support the offboarding of NS-ESA Public Beta service to Digital Working Age directorate and the decommission of DS1500.	March 2024-June 2024	Acceptance Criteria will be defined and agreed with the supplier when details of the priorities are known

The supplier shall deliver the following features for SYFN: - Dynamsoft - Google Analytics 4 - New Optical Character Recognition - New doc upload pattern - Updated Error messages - Updated Service Guidance - TexTract tbc)	Jan 2024 onwards	Feature design and delivery plan presented to Buyer's Digital Design Authority (DDA) governance board, and delivered

Quality Standards
The Supplier will continue to iterate services, as required, to meet the 14 GDS service standards. Work to GDS targets for; customer satisfaction, digital update and completion rate. Ensure services meet WCAG2.1 AA accessibility compliance.

Technical Standards
The supplier will meet all documented DWP Digital technical standards and adhere to the Strategic Reference Architecture (SRA), whilst proactively managing technical debt on each service.

Service Level Agreement
The Supplier will meet all DWP Digital SLAs for service and incident management.

This SoW is for a service, with outcome-based deliverables detailed in the table above and will be operated as follows:

- The Supplier Staff will be under the day-to-day direction and control of the Supplier, not Buyer;
- Any quality and non-delivery issues will be raised by the Buyer directly with the Supplier rather than the individual Supplier Staff;
- The Supplier will be held accountable by the Buyer for non-delivery of the Services that are specified in this contract, not the individual Supplier Staff;
- The Supplier is able to substitute the individual Supplier Staff to undertake the Services within this contract.
- This contract will not be used to fill roles that already exist in the Buyer organisation

Definitions:

For the purpose of this SoW, the following definitions shall apply:

- **'Product Backlog'** is a living document which shall be updated jointly by the Buyer and Supplier. The Buyer shall validate that the deliverables and activities in the Backlog, are appropriate to meet the relevant stated high-level outcomes for the specific Service/Squad on a periodic basis, weekly or bi-weekly - as directed by the relevant Buyer workstream lead.
- **'Product Owner'** means role on a delivery team responsible for managing and prioritising the Product Backlog in order to achieve the desired product outcomes.
- **'Sprint'** means a repeatable agreed fixed time period during which prioritised artefacts are develop, typically two weeks.
- **'User'** is an individual who uses the Falcon services (DS1500, Send Your Fit Note (SYFN) and New Style-Employment and Support Allowance (NS-ESA)), or who participates in research activities as someone representative of a wider user group
- **'Beta'** is the phase where the best ideas from Alpha are further developed, and start to be built for real.
    - **'Private Beta'** is how Beta phases normally start, and involves inviting a limited number of Users to use the service and provide feedback which is used to iterate the service.
    - **'Public Beta'** is when the service has been improved to the extent that it is ready to be run at scale and opened up to anyone who needs it.

- **'Backlog Item(s)'** are the individual activities tracked in the Product Backlog.
- **'Falcon'** is the team responsible for delivery of the outcomes relating to DS1500, SYFN and NS-ESA.

Acceptance Process:

a. Acceptance procedure: The Supplier will advise the Buyer when the Deliverable is ready for review and the Buyer shall promptly review. If a Deliverable materially meets the relevant (''Acceptance Criteria'') as detailed in the Buyer Requirement – SoW Deliverables section above, the Buyer shall notify the Supplier immediately in writing, and such Deliverable shall be accepted by the Buyer. If the Deliverable materially fails to meet the relevant Acceptance Criteria then the Buyer shall notify the Supplier immediately in writing, with sufficient details and comments in respect of the failure to enable the Supplier to use reasonable endeavours to remedy any material defects at the Suppliers cost and confirm the relevant Deliverable is ready for review against the relevant Acceptance Criteria within 30 (thirty) days (or such longer period as is reasonable in view of the nature of the defect) from the date of the Buyer's initial notice of the failure of the Deliverable to satisfy the Acceptance Criteria.

b. Deemed acceptance: The Buyer confirms that it will be deemed to have Accepted the relevant Deliverable on the earlier of: (a) using the Deliverable (other than for carrying out the Acceptance review) or modifying it; or (b) 5 (five) days from the date that the Supplier tells the Buyer that the relevant Deliverable is ready for acceptance (if the Buyer does not inform the Supplier within this time of any material failure of the Deliverable to meet the relevant Acceptance Criteria).

c. Meaning of Acceptance: Acceptance by the Buyer of the relevant Deliverable in accordance with the provisions of a) and/or b) confirms that the Deliverable meets the requirements of this SoW and that the Buyer may not then reject the Deliverable or make any claims in respect of any defects or problems which are subsequently discovered by the Buyer in respect of the Deliverable.

Additional Requirements:

1) The Supplier shall process Personal Data in accordance with Schedule 7 Annex 1 in the Call off Contract.
2) All Supplier resources will be outside IR35 in accordance with section 'Part A: Order Form' of the Call Off Contract. The Supplier confirms that all resources deployed to deliver the Services are PAYE and Tax and NI deductible at source.
3) All Supplier resources shall have BPSS level clearance at a minimum, with any different requirements being agreed by the Parties.

Charges:

The Maximum Price for this SoW is: **£2,512,080 exclusive of VAT**

The charging mechanism for this SoW is: (Please tick below)

☐ 1.1 CAPPED TIME AND MATERIALS (complete table below)

The detail behind the charging mechanism is found below.

1.2 Time and Materials (T&M)

1.2.1 The Supplier Staff shall be allocated to providing the Services at the discretion of the Supplier up to the total number of days in the Effort (days) column of the table below.

1.2.2 The total number of days in the Effort (days) column of the table below takes no account of any absence days agreed between the Parties or beyond the reasonable control of the Supplier, including but not limited to sickness absence, resignation, etc., in which cases the Supplier shall not be required to provide the relevant individual Supplier Staff.

1.2.3 The T&M pricing structure shall apply to the Services.

1.2.4 T&M shall be calculated:

1.2.5 on a daily basis at the respective Daily Rate (£) for each Supplier Staff, for every day (shown in the table below as an average rate that includes investment days);

1.2.6 or pro rata for every part of a day that the Supplier Staff are actively performing the Services

1.2.7 The relevant rates for such Supplier Staff are set out in the table below.

1.2.8 The Supplier shall provide a detailed breakdown of any T&M; with sufficient detail to enable the Buyer to verify the accuracy of the T&M Charges incurred.

1.2.9 For the avoidance of doubt, no risks or contingencies are included in the Charges.

1.2.10 The Supplier shall retain a record timesheet for all Supplier Staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.

1.2.11 T&M rates (excluding VAT) is an estimated cost for a SoW from Supplier proposal. If additional work is required, a further SoW will be agreed between the Parties via the Variation Process. The maximum Charges may not be exceeded without agreement of a Variation.

1.2.12 The Supplier shall invoice monthly in arrears for the Services delivered.

1.2.13 Where the Buyer or Supplier requires changes to the levels of Supplier Staff used to provide the Services:

- The notice period for any change to the levels of Supplier Staff used to provide the Services shall be 10 Working Days in writing from the Buyer or Supplier

Charges:

[Redacted]

All Supplier Staff will work up to [Redacted] days over this SoW (for full-time Supplier Staff), whether the days are chargeable or invested. A portion of those days will be invested by the Supplier, and the Buyer will not be charged for them. This is expected to total [Redacted] invested days across specified Supplier Staff, which will be allocated over the duration of this SoW. This is reflected in the above Charges table.

The investment days will be blended into the delivery, with chargeable and invested days detailed within invoices monthly.
The rates charged for these roles are in line with the Supplier G-Cloud Rate Card.

Governance

The Supplier will work collaboratively with the Buyer for the duration of this SoW to align the work conducted with the agreed understanding of the Problem Statement with final assurance provided by the Supplier. The Supplier will hold fortnightly Sprint reviews and fortnightly with the Buyer to assess progress and confirm satisfactory completion of Deliverables. The Supplier will also send a fortnightly high-level progress report to the Buyer's Delivery lead.

The development of the solution that the Supplier team will be focusing on will be aligned with the wider Buyer Live Service agenda, ensured through regular collaboration with other Buyer teams across Buyer Health Digital. It will be developed in line with Buyer standards such as accessibility and will include consideration for re-use.

Buyer Responsibilities (additional to the Call Off Contract):

The Buyer is responsible for the following:

1. The Buyer will provide access to all relevant Buyer systems, software, equipment, connectivity and timely on-boarding of the Supplier team, aligned with the Commencement Date of this Statement of Work.
2. The Buyer shall provide the Supplier with access to work completed to date to enable Supplier up-skilling/knowledge transfer.
3. The Buyer will be responsible for providing any information and access to Buyer personnel (and Buyer 3rd party supplier personnel) reasonably requested by the Supplier pursuant to the activities set out in this SoW.
4. The Buyer will allow access to Buyer communities of practice.
5. The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services.
6. The Buyer shall agree with the Supplier the decomposition of activities, and the definition of completeness on the Product Backlog such that they are deliverable within a two-week Sprint.
7. The Buyer shall agree with the Supplier the Product Backlog items to be included within each Sprint.
8. The Buyer shall validate that the deliverables and activities in the Product Backlog are appropriate to meet the relevant stated high-level outcomes for the specific Buyer Products on a periodic basis, no less than weekly.
9. The Buyer shall identify the appropriate stakeholders to review and approve agreed deliverables as part of acceptance onto the Product Backlog.
10. The Buyer shall attend daily / weekly/bi-weekly meetings as agreed to review the Product Backlog and agree any changes (and re-prioritisation of tasks)
11. The Buyer shall raise any issues with the Supplier regarding any Services undertaken since the last review; in a timely manner no later than 10 days after the issue has been identified by the Buyer
12. Provision of any input materials, tools and access to key Buyer resource as required that deliverables or activities may be dependent / based on.
13. Identify and arrange access to user research participants via Buyer third party suppliers.
14. Once research activity is completed, anonymized data is kept by the Buyer, and details of participants is deleted. For personal data gathered during User research activities, the Buyer (or its representatives) shall anonymize personal data before sharing it with the Processor.
15. The Buyer is responsible for procuring the IT Health Check services as required for delivery of this SOW.

Travel Expenses:

Individual Supplier Staff base location will be the Hub closest to where they live and where they attend to collect/manage their Buyer equipment ("Base Hub"). Individuals will work remotely, but will be expected to attend their Base Hub where agreed between the Parties.

Where ad hoc travel is required beyond the Base Hub, any expenses must be approved prior to the Supplier incurring any cost. Approved costs incurred by the Supplier will be invoiced to the Buyer and detailed in management information reports, and will not exceed the figure listed in the SoW.

PROPOSED CHARGES RESULTING FROM THE CONTRACT CHANGE

Maximum Charge for this SoW is: £2,512,080 EXCLUSIVE of VAT and Including Expenses.

DETAILS OF PROPOSED ONE-OFF ADDITIONAL CHARGES AND MEANS FOR DETERMINING THESE (E.G. FIXED PRICE OR COST-PLUS BASIS):

Not applicable

Signed on behalf of the Customer:	Signed on behalf of the Supplier:
Signature: [Redacted]	Signature: [Redacted]
Name: [Redacted]	Name: [Redacted]
Position: Head of D&A & Digital Health Commercial Team	Position: Executive Vice President
Date: 07/12/2023	Date: 05/12/2023

Schedule 2: Call-Off Contract charges

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

SOW001:

[Redacted]

Schedule 3: Collaboration agreement

Not required for this Call-Off Contract.

Schedule 4: Alternative clauses

Not required for this Call-Off Contract.

Schedule 5: Guarantee

Not required for this Call-Off Contract.

Not required for this Call-Off Contract.

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	For each Party, IPRs: • 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 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.

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

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

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

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

Default	Default is any: • 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 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.
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

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

Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● 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 The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.13 together with the Framework Schedules.

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

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

Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

Insolvency event	Can be: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium ● a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).

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

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier’s or Buyer’s possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

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

Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	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: ● 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: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call- Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.

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

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

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

Schedule 7: UK GDPR Information

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 Officer are: [Redacted]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	**Details**

Identity of Controller for each Category of Personal Data	1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: a) business contact details of Supplier Staff for which the Supplier is the Controller; and b) business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller. 2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of opinions and responses provided (including any special category personal data that may be collected) during any research activity by: a) directors, officers, employees, agents, consultants and contractors of Buyer; and b) members of the public.

Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	**Supplier Processing** Supplier Processing – is as set out broadly in this Call Off Contract. The parties agree that: The processing is collating research data and onward processing and analysis. 1. the Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction.

	2. any access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 3. any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.
Type of Personal Data	1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems). 5. Data concerning health. 6. Data revealing racial or ethnic origin.

Categories of Data Subject	1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Supplier Staff engaged in the performance of the Supplier’s duties under the SoW for which the Supplier is the Controller; and 3. members of the general public

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	Delete or return as directed by the Buyer.